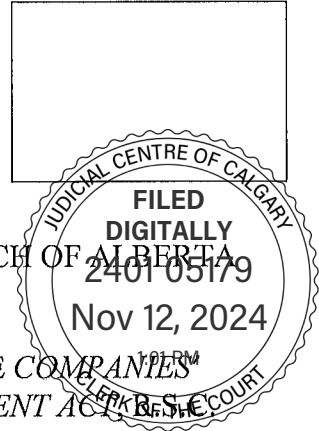


Clerk's Stamp:



COURT FILE NUMBER  
COURT  
JUDICIAL CENTRE OF

2401-05179  
COURT OF KING'S BENCH OF ALBERTA  
CALGARY  
IN THE MATTER OF THE COMPANIES  
CREDITORS ARRANGEMENT ACT  
1985, c. C-36, as amended

AND IN THE MATTER OF A PLAN OF  
COMPROMISE OR ARRANGEMENT OF  
ALPHABOW ENERGY LTD.

DOCUMENT

**AFFIDAVIT**

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

**SIXTH AFFIDAVIT OF BEN LI**

**Sworn on November 12, 2024**

I, Ben Li, of Calgary, Alberta, SWEAR AND SAY THAT:

1. I am the President and Chief Executive Officer of AlphaBow Energy Ltd. (“**AlphaBow**” or the “**Applicant**”). As such, I have personal knowledge of the matters deposed to in this Affidavit except where stated as based on information and belief, in which case I verily believe the statements to be true.

2. This Affidavit (the “**Sixth Li Affidavit**”) should be read in conjunction with the prior Affidavits which I have sworn in this matter, including the Affidavit sworn by me on April 15, 2024 (the “**First Li Affidavit**”), the Supplemental Affidavit sworn by me on April 24, 2024 (the “**Supplemental Li Affidavit**”), the Affidavit sworn by me on July 15, 2024 (the “**Second Li Affidavit**”), the Affidavit sworn by me on August 15, 2024 (the “**Third Li Affidavit**”), the Affidavit sworn by me on September 9, 2024 (the “**Fourth Li Affidavit**”) and the Affidavit sworn by me on October 21, 2024 (the “**Fifth Li Affidavit**”).
3. Terms not otherwise defined herein, shall bear the meaning ascribed in the First Li Affidavit.

## **I. RELIEF SOUGHT**

4. This Affidavit is sworn in support of an application by AlphaBow proceeding on November 21, 2024, for relief under the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended, (the “**CCAA**”), and specifically an order declaring service of its Application and supporting materials good and sufficient; an extension of the stay of proceedings initially imposed by the Amended and Restated Initial Order (the “**ARIO**”) to December 31, 2024 (the “**Stay Extension**”); the sealing of the Confidential Appendices; and approval of various transactions between AlphaBow and:

(a) Power Serv Engine & Compressor Repair (Med Hat) Ltd. (“**PowerServ**”);

(b) Ember Resources Inc. (“**Ember**”);

(c) TykeWest Limited (“**TykeWest**”);

(d) Crbon Labs Inc. (“**Crbon**”); and

(e) North 40 Resources Ltd. (“**North40**”).

## **II. BACKGROUND**

5. AlphaBow is an Alberta headquartered oil and gas company. AlphaBow hold licenses for 3,785 wells, 4,038 pipelines, and 321 facilities across Alberta (the “**Licensed Assets**”).

6. Following various actions by the Alberta Energy Regulator, including an order requiring the posting of \$15,374,050 in security (the “**Requested Security Deposit**”) and ordering the suspension of AlphaBow’s operations when it was unable to comply, AlphaBow commenced restructuring proceedings by filing a Notice of Intention to Make a Proposal pursuant to section 50.4 of the *Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3*, (the “**NOI**”) with KSV Restructuring Inc. appointed as Monitor.
7. On April 26, 2024, this Honourable Court granted an Initial Order and ARIO, in addition to approving the Sale and Investment Solicitation Process (“**SISP**”) and approval of the sale of certain non-operated working interests to Cascade Capture Ltd.
8. AlphaBow does not have any credit facilities with a secured lender but as at the end of 2023, owed approximately \$88 million in liabilities (excluding environmental liabilities) consisting primarily of trade payables, municipal tax and surface lease payment arrears as well as amounts owing to the Alberta Energy Regulator (“**AER**”), including the Requested Security Deposit.
9. AlphaBow’s oil and gas assets have been under the care and custody of the Orphan Well Association (“**OWA**”) since September 2023, pursuant to the direction of the AER.

### **III. CURRENT STATUS OF ALPHABOW’S RESTRUCTURING EFFORTS**

10. AlphaBow has continued to engage with its stakeholders and creditors to facilitate the objectives of these proceedings. This has included responding to general inquiries and other stakeholder requests, such as providing road access.

#### **A. Current Status of the SISP**

11. Since the Fifth Li Affidavit, AlphaBow continues to actively assist in the advancement of the SISP, in collaboration with the Monitor and the Sales Advisor. In particular, AlphaBow continues to respond to requests for information from bidders; is negotiating definitive agreements and anticipates seeking approval of all outstanding transactions necessary to ensure all assets are assumed by bidders by the end of this year. To this end, AlphaBow has booked further Court time on December 19, 2024.

## **B. Claims Process**

12. A key aspect to concluding the SISP is the claims process. During the SISP, many Phase 2 potential bidders inquired with AlphaBow about the cure costs associated with specific assets. In order for the Applicant to accurately respond to these bidders' requests and to move towards concluding various asset sales, it was necessary to determine the quantum and classification of the claims being asserted against the Applicant.
13. The Applicant, with the participation of the Monitor, developed and implemented a Claims Process for this purpose, in addition to identifying any secured or priority claims for in the event there are funds available for distribution. The Claims Process was approved by this Honourable Court on September 20, 2024, and all claims were required to be submitted on October 23, 2024, failing which they would be barred.
14. The Monitor, counsel for the Monitor and counsel for the Applicant have been reviewing the hundreds of claims submitted as against the Applicant. Given the number of claims and limited resources of AlphaBow this has been time consuming and has impacted the ability to finalize certain transactions.

## **C. Advance's Gross Overriding Royalty Claim**

15. In addition to certain bidders requiring certainty regarding cure costs, some had also expressed concerns regarding the impact of a 17.5% gross overriding royalty granted by AlphaBow to Advance Energy Ltd. ("**Advance**").
16. On November 5, 2024, AlphaBow brought an application seeking an Order that the royalty agreements between AlphaBow and Advance particularly the Gross Overriding Royalty Agreement dated November 23, 2018, Royalty Agreement on October 28, 2021, and the Settlement Agreement dated November 12, 2021 (collectively, the "**GORR Agreements**"), did not create an interest in the land, and rather provided financial security to Advance that could be vested off.
17. In a decision issued on November 7, 2024, *AlphaBow Energy Ltd. (Re)*, 2024 ABKB 652, Justice M.H. Bourque granted AlphaBow's application, holding that the GORR Agreements



were not interests in land and were capable of being vested off title in these CCAA proceedings.

**D. Transaction and the Reverse Vesting Order**

18. Through the SISP, AlphaBow, with the assistance of the Monitor and in consultation with the Sales Advisor, has selected multiple bids that will collectively maximize value for the estate and ensure all oil and gas assets are assumed. A critical bid involving a significant number of assets and assumption of environmental liability involves a corporate sale of AlphaBow that 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 (the “**Transaction**”). At the conclusion of the Transaction, it will be the sole shareholder of AlphaBow.
19. The Transaction will be completed, in part, through a reverse vesting order (the “**RVO**”). I understand that the RVO is necessary because:
  - (a) It will expedite the time to get the assets up and running since being shut in, and will avoid any delays, costs or unnecessary risks to the completion of the Transaction resulting from transferring these licenses and agreements;
  - (b) Ensures all oil and gas assets are assumed;
  - (c) it will preserve certain tax attributes that may be available to AlphaBow; and
  - (d) There is no other viable alternative that would produce a more favourable result than the proposed RVO, given the size and complexity of the Transaction.
20. Under the RVO, the Excluded Assets include the assets that are being purchased by other bidders, as such the timing of closing the Transaction will be impacted by those other Transactions.

21. The Subscription Agreement and RVO have been advanced. With outstanding items largely relating to a need to confirm which agreements will be maintained and to better understand the quantum of associated cure costs, which may impact certain terms of the agreement. Approval of this transaction is anticipated to be sought in December.

**E. Asset Sales**

**a. PowerServ Sale**

22. AlphaBow, with the assistance of the Monitor and in consultation with the Sales Advisor, selected a bid tendered within the SISP by PowerServ for the purchase of AlphaBow's Compressor Unit Waukesha 1905 located at 02-17-11-10W4 Bow Island (the "**PowerServ Asset**").

23. PowerServ's bid was the best overall bid received for the PowerServ Asset, taking into account the purchase price, the certainty of Ember's ability to close, and other material terms of the transaction. PowerServ's bid was not subject to any material conditions other than the requirement for Court approval. As such, I believe that the closing risk with respect to the sale of the PowerServ Asset is minimal.

24. I further believe that PowerServ's bid will achieve the highest recovery for all stakeholders with respect to the PowerServ Asset. Attached as **Exhibit "A"** to my Affidavit is a redacted copy of the Asset Purchase Agreement between AlphaBow and PowerServ ("**PowerServ Purchase Agreement**"). Further, as noted below, the funds generated from closing are necessary to fund the ongoing operations of AlphaBow within this proceeding.

25. I am of the view that the above considerations support approval of the sale of the PowerServ Asset to PowerServ and the granting of the related relief to conclude this transaction.

**b. Ember Sale**

26. AlphaBow, with the assistance of the Monitor and in consultation with the Sales Advisor, selected a bid tendered within the SISP by Ember for the purchase of AlphaBow's interest in:

77 parcels of land and their associated royalties; 56 wells; 4 facilities; and 18 pipelines and their associated licenses (the “**Ember Asset**”).

27. Ember’s bid was the best overall bid received for the Ember Asset, taking into account the purchase price, the certainty of Ember’s ability to close, and other material terms of the transaction. Ember’s bid was not subject to any material conditions other than the requirement for Court approval. As such, I believe that the closing risk with respect to the sale of the Ember Asset is minimal.
28. I further believe that Ember’s bid will achieve the highest recovery for all stakeholders with respect to the Ember Asset. Attached as **Exhibit “B”** to my Affidavit is a redacted copy of the Asset Purchase Agreement between AlphaBow and Ember (“**Ember Purchase Agreement**”). Further, as noted below, the funds generated from closing are necessary to fund the ongoing operations of AlphaBow within this proceeding.
29. I am of the view that the above considerations support approval of the sale of the Ember Asset to Ember and the granting of the related relief to conclude this transaction.

**c. TykeWest Sale**

30. 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 (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.
31. A supplemental process was run for 250 and Tians and TykeWest, the other bidder of the Contemplated Assets and the TykeWest bid was ultimately determined to be the superior bid in terms of the purchase price.
32. TykeWest’s bid was not subject to any material conditions other than the requirement for Court approval. As such, I believe that the closing risk with respect to the sale of the Contemplated Asset is minimal.

33. I further believe that TykeWest's bid will achieve the highest recovery for all stakeholders with respect to the Contemplated Asset. Attached as **Exhibit "C"** to my Affidavit is a redacted copy of the Asset Purchase Agreement between AlphaBow and TykeWest ("**TykeWest Purchase Agreement**"). Further, as noted below, the funds generated from closing are necessary to fund the ongoing operations of AlphaBow within this proceeding.

34. I am of the view that the above considerations support approval of the sale of the TykeWest Asset to TykeWest and the granting of the related relief to conclude this transaction.

**d. Crbon Sale**

35. AlphaBow, with the assistance of the Monitor and in consultation with the Sales Advisor, selected a bid tendered within the SISP by Crbon for the purchase of AlphaBow's interest in two wells (the "**Crbon Asset**").

36. Crbon's bid was the best overall bid received for the Crbon Asset, taking into account the purchase price, the certainty of Crbon's ability to close, and other material terms of the transaction.

37. Attached as **Exhibit "D"** to my Affidavit is a redacted copy of the Asset Purchase Agreement between AlphaBow and Crbon ("**Crbon Purchase Agreement**").

38. I am of the view that the above considerations support approval of the sale of the Crbon Asset to Crbon and the granting of the related relief to conclude this transaction.

**e. North40 Sale**

39. AlphaBow, with the assistance of the Monitor and in consultation with the Sales Advisor, selected a bid tendered within the SISP by North40 Resources Ltd. ("**North40**") for the purchase of AlphaBow's interests in approximately 108 wells and facilities with associated pipelines (the "**North40 Asset**").

40. North40's bid was the best overall bid received for the North40 Asset, taking into account the purchase price, the certainty of North40's ability to close, and other material terms of the transaction. North40's bid was not subject to any material conditions other than the

requirement for Court approval. As such, I believe that the closing risk with respect to the sale of the North40 Asset is minimal.

41. I further believe that North40's bid will achieve the highest recovery for all stakeholders with respect to the North40 Asset. The funds generated from closing are necessary to fund the ongoing operations of AlphaBow within this proceeding.
42. At the time of swearing this Affidavit, the Asset Purchase Agreement has not been signed as a final review of cure costs is being completed to determine whether any adjustments will be required. Attached as **Exhibit "E"** to my Affidavit is a redacted copy of the Asset Purchase Agreement between AlphaBow and North40 ("**North40 Purchase Agreement**") that is close to final. It is my intention to provide a supplemental affidavit with the final executed agreement once available.
43. I am of the view that the above considerations support approval of the sale of the North40 Asset to North40 and the granting of the related relief to conclude this transaction.

**F. Disagreement with Canadian Natural Resources Limited regarding Interest in Various Assets**

44. On August 28, 2024, counsel for Canadian Natural Resources Limited ("**CNRL**") advised counsel for AlphaBow that CNRL's position was that CNRL did not consent to the transfer/assignment of various of AlphaBow's assets, and, to the contrary, withheld its consent. On this basis, counsel for CNRL advised that AlphaBow did not have any interest in those assets, and, accordingly, AlphaBow was unable to convey them to a purchaser. Attached as **Exhibit "F"** is a copy of the correspondence from CNRL's counsel to AlphaBow's counsel on August 28, 2024.
45. CNRL's position impacts approximately eight transactions contemplated through the SISP.
46. On September 18, 2024, counsel for AlphaBow received a letter from counsel for Strathcona confirming its position that the assignment of certain petroleum and natural gas rights and other interests is valid and binding. Attached as **Exhibit "G"** is a copy of the letter from Strathcona's counsel on September 18, 2024.

47. I understand that counsel for AlphaBow continues to be in discussions with counsel for CNRL regarding a potential resolution to this matter.

#### **G. Cash Flow Forecast**

48. AlphaBow worked with the Monitor to prepare an updated cash flow forecast (a copy of which will be attached to the Fifth Report of the Monitor).

49. As indicated in that forecast, provided the foregoing transactions close, AlphaBow projects that it will have sufficient cash, to continue these proceedings through to the end of the Stay Extension without requiring further deferred payments. I anticipate that additional sales are capable of closing in the near future, which will provide further funds necessary to conclude the process.

50. I understand that the OWA has been patient in these proceedings in terms of the payment of post-filing amounts associated with the continued care and custody of AlphaBow's assets. It is the intention of AlphaBow to use proceeds from the closing of the transactions to pay the OWA as funds become available.

#### **H. Stay Extension**

51. During the CCAA Proceedings, AlphaBow has been working diligently and in good faith with the Monitor and the Sales Advisor. As noted above, AlphaBow has taken a number of steps to advance the SISP, including negotiating agreements, bringing an application for a determination on the gross overriding royalty, assisting with the claims process and engaging in discussions with stakeholders, but requires an extension of the Stay Period to be able to complete the SISP and to complete the balance of the Claims Process. A stay extension is necessary to advance the selected offers to the point that court approval can be sought and complete the CCAA process.

52. Without the benefit of an ongoing stay of proceedings, there could be an immediate and significant erosion of value to the detriment of all stakeholders.

53. In my view, the requested extension is appropriate and will not materially prejudice any of AlphaBow's creditors.


**I. Sealing Order**


54. I understand that the Monitor intends to provide the Court with an unredacted copies of the agreements entered into with purchasers which includes the purchase price. I believe that the publication or dissemination of such confidential information at this time could negatively impact these proceedings, in the event that the transactions that are the subject of those agreements do not close and the applicable assets needs to be remarketed.

**IV. CONCLUSION**

55. I swear this Affidavit in support of the relief sought in paragraph 4 and for no other or improper purpose.

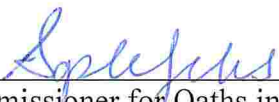
SWORN BEFORE ME )  
at the City of Calgary, Alberta, this )  
12<sup>th</sup> day of November, 2024. )  
 )  
 )  
 )  
A Commissioner for Oaths in and for the )  
Province of Alberta )  
 )

  
\_\_\_\_\_  
A Commissioner for Oaths in and for the Province of Alberta

  
\_\_\_\_\_  
BEN LI

**Sophie Fiddes  
Barrister & Solicitor**

This is **Exhibit "A"** referred to in the Affidavit of Ben Li sworn before me this 12<sup>th</sup> day of November, 2024

  
A Commissioner for Oaths in and for Alberta

**Sophie Fiddes**  
**Barrister & Solicitor**



**ALPHABOW ENERGY LTD.**

**- and -**

**POWER SERV ENGINE & COMPRESSOR REPAIR (MED HAT) LTD.**

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**ASSET PURCHASE AND SALE AGREEMENT**

**OCTOBER 29, 2024**

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**SCHEDULES**

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Schedule C	Form of General Conveyance, Assignment and Assumption Agreement
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## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is dated as of October 29<sup>th</sup>, 2024,

### BETWEEN:

**ALPHABOW ENERGY LTD.**, a corporation existing under the laws of the Province of Alberta (herein referred to as the "Vendor")

- and -

**POWER SERV ENGINE & COMPRESSOR REPAIR (MED HAT) LTD.**, a corporation existing under the laws of the Province of Alberta (herein referred to as the "Purchaser")

### WHEREAS:

- A. on April 26, 2024, the Vendor was granted creditor protection pursuant to an initial order granted by the Court of King's Bench (the "**Initial Order**") under the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36 (the "**CCAA**");
- B. pursuant to the Initial Order, among other things, KSV Restructuring Inc. ("**KSV**") was appointed as monitor of the Vendor;
- C. on April 26, 2024, the Court granted an amended and restated order (the "**ARIO**");
- D. all licensed assets and properties of the Vendor are currently subject to a suspension order and have been under the care and maintenance of the Orphan Well Association since September 6, 2023; and
- E. subject to receipt of Court Approval, the Purchaser has agreed to purchase and acquire and the Vendor has agreed to sell, transfer and assign to the Purchaser, all of the Vendor's Interest in and to the Assets, on the terms and conditions set forth herein.

**NOW THEREFORE**, this Agreement witnesses that in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged by each Party to the other, the Parties covenant and agree as follows:

## ARTICLE 1 INTERPRETATION

### 1.1 Definitions

In this Agreement:

- (a) "**AER**" means the Alberta Energy Regulator, or any successor thereto having jurisdiction over the Assets or certain of them or the operation thereof;
- (b) "**Affiliate**" means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with that specified Person. For the purposes of this definition, "control" (including with correlative meanings, controlling, controlled by and under common control with) means the power to

direct or cause the direction of the management and policies of that Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise and, it being understood and agreed that with respect to a corporation or partnership, control shall mean direct or indirect ownership of more than 50% of the voting shares in any such corporation or of the general partnership interest or voting interest in any such partnership;

- (c) "**Agreement**" means this agreement of purchase and sale and any schedules attached hereto which are referred to in this agreement, together with any amendment or supplement thereto;
- (d) "**Applicable Law**" means, in respect of any Person, asset, transaction, event or circumstance: (i) statutes (including regulations enacted thereunder); (ii) judgments, decrees and orders of courts of competent jurisdiction (including the common law); (iii) regulations, orders, ordinances and directives issued by Governmental Authorities; and (iv) the terms and conditions of all permits, licenses, approvals and authorizations, in each case which are applicable to such Person, asset, transaction, event or circumstance;
- (e) "**Approval and Vesting Order**" means an order of the Court approving the Transaction in accordance with the provisions of this Agreement, and, subject to Closing, vesting all of the Vendor's Interest in and to the Assets in the Purchaser free and clear of all Claims (other than Permitted Encumbrances) and interests, such order to be substantially in the form attached hereto as Schedule B together with such modifications and amendments to such form as may be approved by both the Vendor and the Purchaser, acting reasonably;
- (f) "**Assets**" means the Tangibles, and the Miscellaneous Interests;
- (g) "**Assumed Liabilities**" means, collectively, all liabilities and obligations arising from the possession, ownership and/or use of the Assets following Closing (including for greater certainty any municipal or property taxes that accrue commencing on the Closing Date), along with Environmental Liabilities;
- (h) "**Business Day**" means any day other than a Saturday, Sunday or a statutory holiday in the City of Calgary in the Province of Alberta;
- (i) "**CCAA**" has the meaning ascribed to that term in the recitals hereto;
- (j) "**CCAA Proceedings**" means the proceedings commenced under the CCAA by the Vendor (and others) pursuant to the Initial Order;
- (k) "**Claim**" means any caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgments, 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, including, without limiting the generality of the foregoing:
  - (i) any encumbrances or charges created by the Initial Order and/or the ARIQ;

- (ii) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
  - (iii) any liens or claims of lien under the *Builders' Lien Act* (Alberta);
  - (iv) any linear or non-linear municipal property tax claims under the *Municipal Government Act* (Alberta), or otherwise;
  - (v) any outstanding amounts owing in respect of the AER Orphan Fund Levy and Administration Fees; and
  - (vi) those claims which may be specifically identified in Schedule "C" to the Approval and Vesting Order, as applicable.
- (l) "**Closing**" means the completion of the purchase by the Purchaser, and sale by the Vendor, of the Vendor's Interest in and to the Assets and the completion of all other transactions contemplated by this Agreement that are to occur contemporaneously with such purchase and sale, all subject to and in accordance with the terms and conditions of this Agreement;
- (m) "**Closing Date**" means the date on which Closing occurs, being the date which is five Business Days following the date upon which all conditions in Sections 11.1, 11.2 and 11.3 have been satisfied or waived (other than such conditions which are to be satisfied on the Closing Date), or such other date as the Parties may agree in writing; provided, however, that the Closing Date shall not be later than the Outside Date;
- (n) "**Conditions Certificates**" has the meaning ascribed to that term in Section 11.5;
- (o) "**Confidentiality Agreement**" means the confidentiality agreement between the Vendor, the Purchaser and the Monitor and executed prior to the date hereof in respect of the evaluation by the Purchaser of potential transactions involving the assets of the Vendor;
- (p) "**Consequential Damages**" has the meaning ascribed to that term in Section 14.5;
- (q) "**Court**" means the Court of King's Bench of Alberta, Judicial Centre of Calgary;
- (r) "**Court Approval**" means both the issuance of the Approval and Vesting Order by the Court approving the sale of the Assets, and such Approval and Vesting Order having become a Final Order;
- (s) "**Deposit**" has the meaning ascribed to that term in Section 3.3(a)(i);
- (t) "**Due Diligence Information**" means all information made available (by the Vendor, the Monitor or otherwise) for the Purchaser's review in paper or electronic form in relation to the Vendor, its Affiliates and/or the Assets;
- (u) "**Environment**" means the components of the earth and includes the air, the surface and subsurface of the earth, bodies of water (including rivers, streams, lakes and aquifers) and plant and animal life (including humans);

- (v) **"Environmental Laws"** means all Applicable Laws relating to pollution or protection of human health or the Environment (including ambient air, water, surface water, groundwater, land surface, soil, or subsurface) or natural resources, including Applicable Laws relating to the storage, transfer, transportation, investigation, cleanup, treatment, or use of, or release or threatened release into the Environment of, any Hazardous Substances;
- (w) **"Environmental Liabilities"** means all past, present and future Losses and Liabilities, Claims and other duties and obligations, whether arising under contract, Applicable Laws or otherwise, arising from, relating to or associated with:
  - (i) any damage, pollution, contamination or other adverse situations pertaining to the Environment howsoever and by whomsoever caused and regardless of whether such damage, pollution, contamination or other adverse situations occur or arise in whole or in part prior to, at or subsequent to the date of this Agreement;
  - (ii) the presence, storage, use, holding, collection, accumulation, assessment, generation, manufacture, processing, treatment, stabilization, disposition, handling, transportation, release, emission or discharge of Petroleum Substances, oilfield wastes, water, Hazardous Substances, environmental contaminants and all other substances and materials regulated under any Applicable Law, including any forms of energy, or any corrosion to or deterioration of any structures or other property;
  - (iii) compliance with or the consequences of any non-compliance with, or violation or breach of, any Environmental Law;
  - (iv) sampling, monitoring or assessing the Environment or any potential impacts thereon from any past, present or future activities or operations; or
  - (v) the protection, reclamation, remediation or restoration of the Environment;that relate to or arise by virtue of the Assets or the ownership thereof or any past, present or future operations and activities conducted in connection with the Assets;
- (x) **"Final Order"** means an order of the Court that has not been vacated, stayed, set aside, amended, reversed, annulled or modified, as to which no appeal or application for leave to appeal therefrom has been filed and the applicable appeal period with respect thereto shall have expired without the filing of any appeal or application for leave to appeal, or if any appeal(s) or application(s) for leave to appeal therefrom have been filed, any (and all) such appeal(s) or application(s) have been dismissed, quashed, determined, withdrawn or disposed of with no further right of appeal and all opportunities for rehearing, reargument, petition for certiorari and appeal being exhausted or having expired without any appeal, motion or petition having been filed and remaining pending, any requests for rehearing have been denied, and no order having been entered and remaining pending staying, enjoining, setting aside, annulling, reversing, remanding, or superseding the same, and all conditions to effectiveness prescribed therein or otherwise by Applicable Law or order having been satisfied;
- (y) **"General Conveyance, Assignment and Assumption Agreement"** means an agreement providing for the assignment by the Vendor of the Vendor's Interest in and to the Assets, free and clear of all Claims (other than Permitted Encumbrances), substantially in the form

attached hereto as Schedule C, and the assumption by the Purchaser of the Assumed Liabilities, substantially in the form attached hereto as Schedule C;

- (z) **"Governmental Authority"** means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, tribunal, commission, bureau, board, court (including the Court) or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government, having jurisdiction over a Party, the Assets or this Transaction, including for greater certainty the AER;
- (aa) **"GST"** means taxes, interest, penalties and other additions thereto imposed under Part IX of the *Excise Tax Act* (Canada) and the regulations made thereunder; and **"GST Legislation"** means such act and regulations collectively;
- (bb) **"Hazardous Substances"** means any substance, material or waste defined, regulated, listed or prohibited by Environmental Laws, including pollutants, contaminants, chemicals, deleterious substances, dangerous goods, hazardous or industrial toxic wastes or substances, radioactive materials, flammable substances, explosives, Petroleum Substances and products of Petroleum Substances, polychlorinated biphenyls, chlorinated solvents and asbestos;
- (cc) **"Initial Order"** has the meaning ascribed to that term in the recitals hereto;
- (dd) **"KSV"** has the meaning ascribed to that term in the recitals hereto;
- (ee) **"Legal Proceeding"** means any litigation, action, suit, investigation, hearing, claim, complaint, grievance, arbitration proceeding or other proceeding and includes any appeal or review or retrial of any of the foregoing and any application for same;
- (ff) **"Losses and Liabilities"** means any and all assessments, charges, costs, damages, debts, expenses, fines, liabilities, losses, obligations and penalties, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or determinable, including those arising under any Applicable Law, Claim by any Governmental Authority or any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority, and those arising under any contract, agreement, arrangement, commitment or undertaking and costs and expenses of any Legal Proceeding, assessment, judgment, settlement or compromise relating thereto, and all interest, fines and penalties and reasonable legal fees and expenses incurred in connection therewith (on a full indemnity basis);
- (gg) **"Miscellaneous Interests"** means, subject to any and all limitations and exclusions provided for in this definition, the Vendor's Interest in and to all property, assets, interests and rights pertaining to the Tangibles, but only to the extent that such property, assets, interests and rights pertain to the Tangibles, including any and all records, books, documents and data which relate to the Tangibles;
- (hh) **"Monitor"** means KSV, in its capacity as the Court-appointed monitor of the Vendor in the CCAA Proceedings and not in its personal or corporate capacity;
- (ii) **"Monitor's Certificate"** means the certificate, substantially in the form attached as Schedule "A" to the Approval and Vesting Order, to be delivered by the Monitor to the



Vendor and the Purchaser on Closing and thereafter filed by the Monitor with the Court certifying that it has received the Conditions Certificates;

- (jj) **"Monitor's Solicitors"** means Cassels Brock & Blackwell LLP, or such other firm or firms of solicitors as are retained or engaged by the Monitor from time to time and notice of which is provided to the Purchaser;
- (kk) **"Notice Period"** has the meaning ascribed to that term in Section 8.2(b);
- (ll) **"Order"** means any order, writ, judgment, injunction, decree, stipulation, determination, decision, verdict, ruling, subpoena, or award entered by or with any Governmental Authority (whether temporary, preliminary, or permanent);
- (mm) **"Outside Date"** means the date which occurs 90 days following the date of execution of this Agreement, or such other date as the Parties may agree;
- (nn) **"Parties"** means, collectively, the Purchaser and the Vendor, and **"Party"** means any one of them;
- (oo) **"Permitted Encumbrances"** means:
  - (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;
- (pp) **"Person"** means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executory, Governmental Authority, or other entity however designated or instituted;
- (qq) **"Petroleum Substances"** means any of crude oil, petroleum, natural gas, natural gas liquids, coal bed methane and any and all other substances related to any of the foregoing, whether liquid, solid or gaseous, and whether hydrocarbons or not, including sulphur;
- (rr) **"Purchase Price"** has the meaning ascribed to that term in Section 3.1;
- (ss) **"Purchaser"** has the meaning ascribed to that term in the preamble hereto;
- (tt) **"Purchaser's Solicitors"** means Bishop Koch Lawyers;
- (uu) **"Representative"** means, in respect of a Person, each director, officer, employee, agent, legal counsel, accountant, consultant, contractor, professional advisor and other representative of such Person and its Affiliates and, with respect to the Vendor, includes the Monitor;
- (vv) **"ROFR"** means a right of first refusal, right of first offer or other pre-emptive or preferential right of purchase or similar right to acquire the Assets or certain of them that may become operative by virtue of this Agreement or the completion of the Transaction;
- (ww) **"Specific Conveyances"** means all conveyances, assignments, transfers, novations and other documents or instruments that are reasonably required or desirable to convey, assign

and transfer the Vendor's Interest in and to the Assets to the Purchaser and to novate the Purchaser in the place and stead of the Vendor, as applicable, with respect to the Assets;

- (xx) "**Tangibles**" means the Vendor's Interest in and to the equipment as listed in Schedule A;
- (yy) "**Third Party**" means any Person who is not a Party or an Affiliate of a Party;
- (zz) "**Third Party Claim**" means any Claim by a Third Party asserted against the Vendor for which the Purchaser has indemnified the Vendor or is otherwise responsible pursuant to this Agreement;
- (aaa) "**Transaction**" means the transaction for the purchase and sale of the Vendor's Interest in and to the Assets, together with all other transactions contemplated in this Agreement, all as contemplated in this Agreement;
- (bbb) "**Transfer Taxes**" means all transfer taxes, sales taxes, use taxes, production taxes, value-added taxes, goods and services taxes, land transfer taxes, registration and recording fees, and any other similar or like taxes and charges imposed by a Governmental Authority in connection with the sale, transfer or registration of the transfer of the Assets, including GST; and which, for certainty, shall not include freehold mineral taxes;
- (ccc) "**Vendor**" has the meaning ascribed to that term in the preamble hereto;
- (ddd) "**Vendor's Interest**" means, when used in relation to any asset, undertaking or property, the entire right, title and interest, if any, of the Vendor, as applicable, in, to and/or under such asset, undertaking or property;
- (eee) "**Vendor's Solicitors**" means the law firm of Bennett Jones LLP, or such other firm or firms of solicitors as are retained or engaged by the Vendor from time to time and notice of which is provided to the Purchaser; and

## 1.2 Interpretation

The following rules of construction shall apply to this Agreement unless the context otherwise requires:

- (a) All references to monetary amounts are to the lawful currency of Canada.
- (b) Words importing the singular include the plural and vice versa, and words importing gender include the masculine, feminine and neuter genders.
- (c) The word "include" and "including" and derivatives thereof shall be read as if followed by the phrase "without limitation".
- (d) The words "hereto", "herein", "hereof", "hereby", "hereunder" and similar expressions refer to this Agreement and not to any particular provision of this Agreement.
- (e) The headings contained in this Agreement are for convenience of reference only, and shall not affect the meaning or interpretation hereof.
- (f) Reference to any Article, Section or Schedule means an Article, Section or Schedule of this Agreement unless otherwise specified.

- (g) If any provision of a Schedule hereto conflicts with or is at variance with any provision in the body of this Agreement, the provisions in the body of this Agreement shall prevail to the extent of the conflict.
- (h) All documents executed and delivered pursuant to the provisions of this Agreement are subordinate to the provisions hereof and the provisions hereof shall govern and prevail in the event of a conflict.
- (i) This Agreement has been negotiated by each Party with the benefit of legal representation, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party does not apply to the construction or interpretation of this Agreement.
- (j) Reference to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof.
- (k) References to an Applicable Law means such Applicable Law as amended from time to time and includes any successor Applicable Law thereto any regulations promulgated thereunder.

### **1.3 Schedules**

The following are the Schedules attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

Schedule A	Assets Listing
Schedule B	Form of Approval and Vesting Order
Schedule C	Form of General Conveyance, Assignment and Assumption Agreement
Schedule D	Forms of Conditions Certificates

### **1.4 Interpretation if Closing Does Not Occur**

If Closing does not occur, each provision of this Agreement which presumes that the Purchaser has acquired the Assets shall be construed as having been contingent upon Closing having occurred.

## **ARTICLE 2 PURCHASE AND SALE**

### **2.1 Agreement of Purchase and Sale**

Subject to the terms and conditions of this Agreement, and in consideration of the Purchase Price, the Vendor hereby agrees to sell, assign and transfer to the Purchaser, and the Purchaser agrees to purchase, accept and receive from the Vendor, the Vendor's Interest in and to the Assets.

### **2.2 Transfer of Property and Assumption of Liabilities**

Provided that Closing occurs and subject to the terms and conditions of this Agreement, possession, risk, and legal and beneficial ownership of the Assets shall transfer from the Vendor to the Purchaser on the Closing Date, and the Purchaser agrees to assume, discharge, perform and fulfil all Assumed Liabilities. Without limiting the provisions of this Agreement relating to the General Conveyance, Assignment and Assumption Agreement (and such agreement itself), or any other provisions of this Agreement relating to

sale, transfer, assignment, conveyance or delivery, the Assets shall be sold, assigned, transferred, conveyed, and delivered by the Vendor to the Purchaser by way of the Specific Conveyances and other appropriate instruments of transfer, bills of sale, endorsements, assignments, and deeds, in recordable form, or by way of an Order of the Court, as appropriate, and free and clear of any and all Claims other than Permitted Encumbrances, as applicable.

### **2.3 Specific Conveyances**

Within a reasonable time following Closing, Purchaser shall prepare and provide for the Vendor's review all Specific Conveyances. None of the Specific Conveyances shall confer or impose upon either Party any greater right or obligation than as contemplated in this Agreement. Promptly after Closing, the Purchaser shall register and/or distribute (as applicable), all such Specific Conveyances and shall bear all costs incurred therewith and in preparing and registering any further assurances required to convey the Assets to the Purchaser.

### **2.4 Assumed Liabilities**

Following Closing, the Purchaser shall assume, perform, discharge and pay when due all of the Assumed Liabilities. For greater certainty, the Purchaser acknowledges and agrees that the Environmental Liabilities in respect of the Assets are future costs and obligations associated with the ownership of the Assets that are tied and connected to the ownership of the Assets such that they are inextricably linked and embedded with the Assets.

### **2.5 Removal of Assets**

With respect to the removal of the Assets acquired by the Purchaser hereunder:

- (a) the Purchaser shall use its best efforts to complete such removal as soon as is reasonably practicable after the Closing Date (taking into account Applicable Laws, good industry practices and prudent operating standards) and in any event within 90 days of the Closing Date;
- (b) The Purchaser shall provide advance notice to the Vendor in respect of any equipment which it reasonably expects will not be removed within such 90 day period, which notice shall include an action plan providing for the timely removal of any such remaining equipment; and
- (c) in connection with the removal of such equipment by the Purchaser:
  - (i) the Purchaser will conduct any associated removal activities on the applicable sites in a safe and efficient manner (with regard to Applicable Laws, good industry practices and prudent operating standards); and
  - (ii) the Purchaser will take steps to leave the applicable sites in a clean and orderly condition after the completion of such activities as are reasonable and practical with regard to the specific circumstances and condition of each site prior to the commencement of the removal activities.

### ARTICLE 3 PURCHASE PRICE

#### 3.1 Purchase Price

The consideration payable by the Purchaser for the Assets shall be the sum of [REDACTED] (the "**Purchase Price**"). The Purchase Price shall be satisfied in accordance with Section 3.3(b) and shall not be subject to any adjustment. The Purchaser and the Vendor acknowledge and agree that the Purchase Price reflects the fair market value of the Assets as of the Closing Date, having due regard to the Environmental Liabilities connected to and embedded in the Assets that depress the value of the Assets.

#### 3.2 Allocation of Purchase Price

The Purchase Price shall be allocated among the Assets as follows:

- (a) to the Tangibles, 100% less \$10.00; and
- (b) to the Miscellaneous Interests, \$10.00.

#### 3.3 Deposit and Satisfaction of Purchase Price

- (a) The Parties acknowledge that:
  - (i) as of the date hereof, the Purchaser paid the amount equal to ten percent (10%) of the Purchase Price (the "**Deposit**") to the Monitor;
  - (ii) the Deposit has been delivered to and shall be held in trust by the Monitor; and
  - (iii) the Deposit shall be held and administered by the Monitor in accordance with the terms and conditions of this Agreement (including this Section 3.3).
- (b) At Closing, the Purchase Price shall be paid and satisfied as follows:
  - (i) as to the amount of the Deposit, upon the receipt of a written joint direction delivered to the Monitor by the Purchaser and the Vendor, the Monitor shall deliver the amount of the Deposit to the Vendor by electronic wire transfer and such amount shall be applied against the amount of the Purchase Price for the account of the Purchaser; and
  - (ii) as to the balance of the Purchase Price, along with any additional amounts owing in respect of applicable GST, the Purchaser shall pay to the Vendor such amount by electronic wire transfer.
- (c) If this Agreement is terminated:
  - (i) (A) pursuant to Section 13.1(a) by mutual agreement of the Parties; (B) pursuant to Sections 13.1(b) or 13.1(c) by the Purchaser; (C) pursuant to Section 13.1(e) by the Vendor; or (D) for any other reason other than as contemplated under Section 3.3(c)(ii); then the Deposit shall be returned to the Purchaser; or
  - (ii) pursuant to Section 13.1(d) by the Vendor, the full amount of the Deposit shall be forfeited to the Vendor,

and, subject to Section 13.2, each Party shall be released from all obligations and liabilities under or in connection with this Agreement. In the event of termination of this Agreement under Section 3.3(c)(ii) pursuant to which the Vendor shall be entitled to retain the Deposit, the Parties agree that the amount of the Deposit, constitutes a genuine pre-estimate of liquidated damages representing the Vendor's Losses and Liabilities as a result of Closing not occurring and agree that the Vendor shall not be entitled to recover from the Purchaser any amounts that are in excess of the Deposit as a result of Closing not occurring. The Purchaser hereby waives any claim or defence that the amount of the Deposit is a penalty or is otherwise not a genuine pre-estimate of the Vendor's damages.

#### **ARTICLE 4 TRANSFER TAXES**

##### **4.1 Transfer Taxes**

The Parties agree that:

- (a) the Purchase Price does not include Transfer Taxes and the Purchaser shall be liable for and shall pay, and be solely responsible for, any and all Transfer Taxes pertaining to the Purchaser's acquisition of the Assets; and
- (b) the Purchaser shall indemnify the Vendor and its Affiliates for, from and against any Transfer Taxes (including any interest or penalties imposed by a Governmental Authority) that any of them are required to pay or for which any of them may become liable as a result of any failure by the Purchaser to self-assess, pay or remit such Transfer Taxes, other than as a result of a failure by the Vendor or its Affiliates to timely remit any amounts on account of Transfer Taxes paid by the Purchaser hereunder.

#### **ARTICLE 5 REPRESENTATIONS AND WARRANTIES**

##### **5.1 Vendor's Representations**

The Vendor hereby represents and warrants to the Purchaser that:

- (a) it is a corporation duly formed and validly subsisting under the laws of the Province of Alberta and has the requisite power and authority to enter into this Agreement and to complete the Transaction;
- (b) except for the Court Approval, the execution, delivery and performance of this Agreement by it does not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority, except where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not prevent or materially delay the consummation by the Vendor of the Transaction;
- (c) it is not a non-resident of Canada within the meaning of such term under the *Income Tax Act* (Canada) and is not an agent or trustee for anyone with an interest in the Assets who is a non-resident of Canada within the meaning of such term under the *Income Tax Act* (Canada) (or a partnership that is not a "Canadian partnership" within the meaning of such term under the *Income Tax Act* (Canada));

- (d) subject to Court Approval being obtained, this Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding obligation of it and is enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar Applicable Laws relating to creditors' rights generally and subject to general principles of equity;
- (e) the Purchaser will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the Transaction because of any action taken by, or agreement or understanding reached by the Vendor; and
- (f) with respect to the GST imposed under the GST Legislation, the Vendor is registered under the GST Legislation and will continue to be registered at the Closing Date in accordance with the provisions of the GST Legislation and its GST registration number is 736658725RT0001.

## 5.2 Purchaser's Representations

The Purchaser hereby represents and warrants to the Vendor that:

- (a) it is a corporation duly incorporated and validly subsisting under the laws of the jurisdiction of its incorporation or formation and has the requisite power and authority to enter into this Agreement and to complete the Transaction;
- (b) it has taken all necessary corporate or other acts to authorize the execution, delivery and performance by it of this Agreement;
- (c) neither the execution of this Agreement nor its performance by the Purchaser will result in a breach of any term or provision or constitute a default under any indenture, mortgage, deed of trust or any other agreement to which the Purchaser is a party or by which it is bound which breach could materially affect the ability of the Purchaser to perform its obligations hereunder;
- (d) except for the Court Approval, the execution, delivery and performance of this Agreement by it does not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority, except where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not prevent or materially delay the consummation by the Purchaser of this Transaction;
- (e) subject to Court Approval being obtained, this Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding obligation of the Purchaser and is enforceable against the Purchaser in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar Applicable Laws relating to creditors' rights generally and subject to general principles of equity;
- (f) the Purchaser is not a non-Canadian Person within the meaning of the *Investment Canada Act* (Canada) nor a non-resident of Canada for the purposes of the *Income Tax Act* (Canada);

- (g) the Vendor will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the Transaction because of any action taken by, or agreement or understanding reached by, the Purchaser;
- (h) with respect to the GST imposed under the GST Legislation, the Purchaser is registered under the GST Legislation and will continue to be registered at the Closing Date in accordance with the provisions of the GST Legislation and that its GST registration number is 104280078RT0001;
- (i) the Purchaser is a "Canadian" within the meaning of the *Investment Canada Act* (Canada);
- (j) the Purchaser will have the financial resources necessary to pay, as and when due from the Purchaser, the Purchase Price (including the Deposit), the Transfer Taxes, its legal fees and expenses, registration costs and any other amounts payable by the Purchaser pursuant hereto; and
- (k) the Purchaser has the financial resources necessary to post or satisfy all necessary security, deposits, letters of credit, guarantees or other financial assurances necessary to take possession of the Assets.

### **5.3 Enforcement of Representations and Warranties**

- (a) The representations and warranties of each Party contained in this Agreement shall survive until Closing and shall thereafter be of no further force and effect. Effective upon the occurrence of Closing, each Party hereby releases and forever discharges each other Party from any breach of any representations and warranties set forth in this Agreement. For greater certainty, none of the representations and warranties contained in this Article 5 shall survive Closing and, the Purchaser's sole recourse for any material breach of representation or warranty by the Vendor shall be for the Purchaser to not complete the Transaction in accordance with this Agreement.
- (b) The representations and warranties of the Vendor made herein or pursuant hereto are made for the exclusive benefit of the Purchaser, and the representations and warranties of the Purchaser made herein or pursuant hereto are made for the exclusive benefit of the Vendor, as the case may be, and are not transferable and may not be made the subject of any right of subrogation in favour of any other Person.
- (c) The Parties expressly acknowledge and agree that the provisions of this Section 5.3 and the limit on each Party's liability set out in this Section 5.3 are intended by the Parties as a limitation of liability that represents a fair and equitable allocation of the risks and liabilities that each Party has agreed to assume in connection with the subject matter hereof and is not an agreement within the provision of subsection 7(2) of the *Limitations Act* (Alberta).

## **ARTICLE 6 "AS IS, WHERE IS" AND NO ADDITIONAL REPRESENTATIONS AND WARRANTIES**

### **6.1 Due Diligence Acknowledgement**

The Purchaser acknowledges and agrees that:



- (a) it was solely responsible to perform any inspections it deemed pertinent to the purchase of the Assets and to be satisfied as to the condition of the Assets prior to entering into this Agreement with the Vendor;
- (b) notwithstanding the fact that it was permitted to review any diligence materials and disclosures provided by the Vendor, including the Due Diligence Information, the Vendor assumes no liability for errors or omissions in such diligence materials and disclosure or any other property listings or advertising, promotional or publicity statements and materials, and makes no representations or warranties in respect thereof;
- (c) by entering into this Agreement with the Vendor, the Purchaser shall be deemed to represent, warrant and agree with respect to the Assets that:
  - (i) the Purchaser has inspected the Assets and is familiar and satisfied with the physical condition thereof and has conducted such investigation of the Assets as the Purchaser has determined appropriate;
  - (ii) neither the Vendor nor its Affiliates or their respective Representatives have made any oral or written representation, warranty, promise or guarantee whatsoever to the Purchaser, expressed or implied, and in particular, that no such representations, warranties, guarantees, or promises have been made with respect to the physical condition, operation, or any other matter or thing affecting or related to the Assets and/or the offering or sale of the Assets;
  - (iii) the Purchaser has not relied upon any representation, warranty, guarantee or promise or upon any statement made or any information provided concerning the Assets, including the Due Diligence Information made available to the Purchaser by the Vendor, its respective Affiliates or their respective Representatives;
  - (iv) the Purchaser has entered into this Agreement after having relied solely on its own independent investigation, inspection, analysis, appraisal and evaluation of the Assets and the facts and circumstances related thereto;
  - (v) any information provided or to be provided by or on behalf of the Vendor with respect to the Assets, including all Due Diligence Information, was obtained from information provided to the Vendor and the Vendor has not made any independent investigation or verification of such information, and makes no representations as to the accuracy or completeness of such information;
  - (vi) without limiting the generality of the foregoing, the Vendor is not under any obligation to disclose to the Purchaser, and shall have no liability for its failure to disclose to the Purchaser, any information known to it relating to the Assets except as may be required by any Applicable Law; and
  - (vii) neither the Vendor, its Affiliates or their respective Representatives are liable or bound in any manner by any oral or written statements, representations or information pertaining to the Assets, or the operation thereof, made or furnished by any real estate broker, agent, employee, or other Person.

## 6.2 "As Is, Where Is", No Additional Representations

- (a) Without limiting any other provision of this Agreement, the Purchaser acknowledges and agrees that it is acquiring the Assets on an "as is, where is" and "without recourse" basis with all defects, both patent and latent, and with all faults, whether known or unknown, presently existing or that may hereafter arise. The Purchaser acknowledges and agrees that, except as expressly set forth in this Agreement, the Vendor, its Affiliates and their respective Representatives have not made, do not make and specifically negate and disclaim any representation, warranty, promise, covenant, agreement or guaranty of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Assets. For greater certainty, but without limitation, except as expressly set forth in this Agreement, none of the Vendor, its Affiliates or their respective Representatives make any condition, representation or warranty whatsoever, express or implied, with respect to:
- (i) the title and interest of the Vendor in and to the Assets;
  - (ii) the income to be derived from the Assets, if any;
  - (iii) any estimates of the value of the Assets or the revenues or cash flows from operation of the Assets;
  - (iv) the quality, condition, marketability, profitability, fitness for a particular purpose or merchantability of any tangible depreciable equipment or property interests which comprise the Assets (including the Tangibles or any personal property);
  - (v) the suitability of the Assets for any and all purposes, activities and uses which the Purchaser may desire to conduct thereon;
  - (vi) the compliance of or by the Assets or its operation with any Applicable Law (including Environmental Laws);
  - (vii) any regulatory approvals, permits and licenses, consents or authorizations that may be needed to complete the purchase of the Assets contemplated by this Agreement;
  - (viii) the manner or quality of the construction or materials, if any, incorporated into the Assets;
  - (ix) the manner, quality, state of repair or lack of repair of the Assets;
  - (x) the presence of pests and any damage to the Assets and/or its improvements that may have occurred as a result;
  - (xi) the nature and quantum of the Assumed Liabilities; or
  - (xii) any other matter with respect to the Assets.
- (b) The Purchaser acknowledges that the release and disclaimer described in this Article 6 is intended to be very broad and, except for its express rights under this Agreement, the Purchaser expressly waives and relinquishes any rights or benefits it may have under any Applicable Law designed to invalidate releases of unknown or unsuspected claims.

- (c) Except for its express rights under this Agreement, the Purchaser hereby waives all rights and remedies (whether now existing or hereinafter arising and including all common law, tort, contractual and statutory rights and remedies) against the Vendor, its Affiliates and their respective Representatives in respect of the Assets and any representations or statements made or information or data furnished to the Purchaser or its Representatives in connection herewith (whether made or furnished orally or by electronic, faxed, written or other means). Such waiver is absolute, unlimited, and includes, but is not limited to, waiver of express warranties, implied warranties, any warranties contained in the *Sale of Goods Act* (Alberta), the *Sale of Goods Act* (British Columbia) (or similar applicable statutes, all as may be amended, repealed or replaced), warranties of fitness for a particular use, warranties of merchantability, warranties of occupancy, strict liability and claims of every kind and type, including claims regarding defects, whether or not discoverable or latent, product liability claims, or similar claims, and all other claims that may be later created or conceived in strict liability or as strict liability type claims and rights.

## ARTICLE 7 RISK AND COSTS AND INSURANCE

### 7.1 Risk and Costs

Except as otherwise provided for in this Agreement, the Assets will be at the sole risk and responsibility of the Vendor until the Closing Date, and thereafter at the sole risk and responsibility of the Purchaser.

### 7.2 Insurance

Any property, liability and other insurance maintained by the Vendor in relation to the Assets, to the extent applicable, shall not be transferred at Closing, but shall remain the responsibility of the Vendor until the Closing Date. The Purchaser shall be responsible for placing its own property, liability and other insurance coverage with respect to the Assets in respect of the period from and after 12:01 a.m. on the Closing Date.

## ARTICLE 8 INDEMNIFICATION

### 8.1 Indemnification Given by Purchaser

If Closing occurs, the Purchaser shall:

- (a) be liable to the Vendor, its Affiliates and their respective Representatives for; and
- (b) as a separate covenant, indemnify and save harmless the Vendor, its Affiliates and their respective Representatives from and against;

all Losses and Liabilities suffered, sustained, paid or incurred by the Vendor, its Affiliates and/or their respective Representatives related to or in connection with the Assets and the Assumed Liabilities, including: (i) all Losses and Liabilities attributable to the ownership, operation, use, construction or maintenance of the Assets during the period following the Closing Date; (ii) all Losses and Liabilities arising or accruing on or after the Closing Date; and (iii) any other Losses and Liabilities for which the Purchaser has otherwise agreed to indemnify the Vendor pursuant to this Agreement, including pursuant to

Section 9.2. The Purchaser's indemnity obligations set forth in this Section 8.1 shall survive the Closing Date indefinitely pursuant to Section 14.3.

## 8.2 Third Party Claims

- (a) If any of the Vendor, its Affiliates or any of their respective Representatives receives written notice of the commencement or assertion of any Third Party Claim for which the Purchaser is liable pursuant to this Agreement (or has otherwise agreed to indemnify the Vendor, its Affiliates or their respective Representatives against), the Vendor shall give the Purchaser reasonably prompt notice thereof, but in any event no later than ten (10) days after receipt of such notice of such Third Party Claim. Such notice to the Purchaser shall describe the Third Party Claim in reasonable detail and shall indicate, if reasonably practicable, the estimated amount (or the method of computation of the amount) of the Losses and Liabilities that has been or may be sustained by the Vendor, its Affiliates or their respective Representatives, respectively, and a reference to the provisions of this Agreement, or other applicable document, upon which such claim is based.
- (b) The Purchaser may assume the carriage and control of the defence of any Third Party Claim by giving notice to that effect to the Vendor, not later than ten (10) days after receiving notice of that Third Party Claim (the "**Notice Period**") so long as: (i) the Purchaser first acknowledges to the Vendor, in writing, liability to the Vendor, its Affiliates and/or their respective Representatives, under this Agreement with respect to such Third Party Claim and that the outcome of such Third Party Claim does not alter or diminish the Purchaser's obligation to indemnify the Vendor, its Affiliates and/or their respective Representatives, pursuant to this Agreement, subject to the Purchaser's right to contest in good faith the Third Party Claim; (ii) the Purchaser has the financial resources to defend against the Third Party Claim and fulfill any indemnification obligations and has provided the Vendor, its Affiliates and/or their respective Representatives, with evidence thereof; (iii) the Third Party Claim involves monetary damages; and (iv) the Purchaser thereafter pursues the defence or settlement of the Third Party Claim actively and diligently. The Purchaser's right to do so shall be subject to the rights of any insurer or other third party who has potential liability in respect of that Third Party Claim. The Purchaser shall pay all of its own expenses of participating in or assuming such defence. In the event that the Purchaser elects to assume the carriage and control of the defence of a Third Party Claim pursuant to this Section 8.2(b), then the Vendor shall, or shall cause its Affiliates and/or their respective Representatives to, cooperate in good faith in the defence of each Third Party Claim and may participate in such defence assisted by counsel of its own choice at its own expense.
- (c) If the Vendor has not received notice within the Notice Period that the Purchaser has elected to assume the carriage and control of the defence of such Third Party Claim in accordance with Section 8.2(b), or if the Purchaser has given such notice but thereafter fails or is unable to pursue the defence or settlement of such Third Party Claim actively and diligently, the Vendor, its Affiliates and/or their respective Representatives, may, at their option, elect to settle or compromise the Third Party Claim on terms of its choosing, or assume such defence assisted by counsel of its own choosing, and the Purchaser shall be liable for all reasonable costs and expenses paid or incurred in connection therewith and any Losses and Liabilities suffered or incurred by the Vendor, its Affiliates and/or their Representatives with respect to such Third Party Claim.

### **8.3 Failure to Give Timely Notice**

Notwithstanding that time is of the essence, a failure to give timely notice as provided in this Article 8 shall not affect the rights or obligations of any Party except and only to the extent that, as a result of such failure, any Party which was entitled to receive such notice was deprived of its right to recover any payment under any applicable insurance coverage or was otherwise prejudiced as a result of such failure.

### **8.4 No Merger**

There shall not be any merger of any liability or indemnity hereunder in any assignment, conveyance, transfer or document delivered pursuant hereto notwithstanding any rule of law, equity or statute to the contrary and all such rules are hereby waived.

### **8.5 Third Party Beneficiary**

The Vendor's Representatives and the Vendor's Affiliates, and all of their respective Representatives are intended third party beneficiaries of this Article 8 and shall have the right, power and authority to enforce the provisions hereof as though they were each a party hereto. The Purchaser further agrees to execute such agreements as may be reasonably requested by such Persons in connection with these provisions that are consistent with this Article 8 or that are reasonably necessary to give further effect thereto.

## **ARTICLE 9 ENVIRONMENTAL MATTERS**

### **9.1 Acknowledgements Regarding Environmental Condition**

The Purchaser acknowledges that, insofar as the environmental condition of the Assets is concerned, it will acquire the Assets pursuant hereto on an "as is, where is" basis. The Purchaser acknowledges that it is familiar with the condition of the Assets, including the past and present use of the Tangibles, that the Vendor has provided the Purchaser with a reasonable opportunity to inspect the Assets at the sole cost, risk and expense of the Purchaser (insofar as the Vendor could reasonably provide such access) and that the Purchaser is not relying upon any representation or warranty of the Vendor, its Affiliates or any of their respective Representatives as to the environmental condition of the Assets, or any Environmental Liabilities in respect thereof.

### **9.2 Assumption of Environmental Liabilities**

If Closing occurs, the Purchaser shall:

- (a) be liable to the Vendor, its Affiliates and their respective Representatives for; and
- (b) as a separate covenant, indemnify and save harmless the Vendor, its Affiliates and their respective Representatives from and against;

all Losses and Liabilities suffered, sustained, paid or incurred by the Vendor, its Affiliates or their respective Representatives as a result of any matter or thing arising out of, attributable to or connected with any Environmental Liabilities. Once Closing has occurred, the Purchaser shall be solely responsible for all Environmental Liabilities as between the Vendor (on one hand) and the Purchaser (on the other hand) including whether occurring or accruing prior to, on or after the Closing Date, and hereby releases the Vendor, its Affiliates and their respective Representatives from any claims the Purchaser may have against

the Vendor with respect to all such Environmental Liabilities. Without restricting the generality of the foregoing, the Purchaser shall be responsible for all Environmental Liabilities (including whether occurring or accruing prior to, on or after the Closing Date) in respect of all Wells and Tangibles.

## **ARTICLE 10 COVENANTS**

### **10.1 Conduct of Business Until Closing**

- (a) Until the Closing Date, the Vendor shall provide the Purchaser with all access to the Assets as reasonably required by the Purchaser in order to allow for and assist the Purchaser with an orderly passing of the Assets to the Purchaser following Closing in accordance herewith.
- (b) The access to the Assets to be afforded to the Purchaser and its Representatives pursuant to this Section 10.1 will be subject to all of the Vendor's site entry protocols, health, safety and environmental rules, policies and procedures. Further, the Purchaser acknowledges and agrees that it shall:
  - (i) be solely liable and responsible for any and all Losses and Liabilities which the Vendor, its Affiliates or their respective Representatives may suffer, sustain, pay or incur; and
  - (ii) as a separate covenant, indemnify and save harmless the Vendor, its Affiliates and their respective Representatives harmless from any and all Claims or Losses and Liabilities whatsoever which may be brought against, suffered by or incurred by the Vendor, its Affiliates or their respective Representatives;

arising out of, resulting from, attributable to or in any way connected with any access provided to the Purchaser or its Representatives pursuant to this Section 10.1.

### **10.2 ROFRs**

The Parties agree that no ROFRs are applicable to the Assets.

### **10.3 Document Review**

Prior to Closing, the Vendor shall provide Purchaser with reasonable access to the Miscellaneous Interests in the possession or under the control of Vendor for the purpose of preparing Specific Conveyances and other matters related to this Agreement and the Transaction.

## **ARTICLE 11 CONDITIONS**

### **11.1 Mutual Conditions**

The respective obligations of the Parties to complete the purchase and sale of the Assets are subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

- (a) the Court shall have granted the Approval and Vesting Order and the Approval and Vesting Order shall be a Final Order;

- (b) no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable order or Applicable Law subsequent to the date hereof which has the effect of: (i) making any of the transactions contemplated by this Agreement illegal; or (ii) otherwise prohibiting, preventing or restraining the Vendor from the sale of the Assets; and
- (c) the Closing is not otherwise prohibited by Applicable Law;

The foregoing conditions are for the mutual benefit of the Vendor and the Purchaser and may be asserted by the Vendor or the Purchaser regardless of the circumstances and may be waived only with the agreement of the Vendor and the Purchaser.

### **11.2 Conditions for the Benefit of the Purchaser**

The obligation of the Purchaser to complete the purchase of the Assets is subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

- (a) all representations and warranties of the Vendor contained in Section 5.1 of this Agreement shall be true and correct in all material respects as at the Closing Date with the same force and effect as if made at and as of such time;
- (b) the Vendor shall have complied with and performed, in all material respects, all of its covenants and obligations contained in this Agreement; and
- (c) the Vendor shall have executed and delivered or caused to have been executed and delivered to the Purchaser at or before the Closing all the documents contemplated in Section 12.2.

The foregoing conditions are for the exclusive benefit of the Purchaser and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Purchaser may have.

### **11.3 Conditions for the Benefit of the Vendor**

The obligation of the Vendor to complete the sale of the Assets is subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

- (a) all representations and warranties of the Purchaser contained in Section 5.2 of this Agreement shall be true and correct in all material respects as at the Closing Date with the same force and effect as if made at and as of such time;
- (b) the Purchaser shall have complied with and performed in all material respects all of its covenants and obligations contained in this Agreement;
- (c) the Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendor at or before the Closing all the documents contemplated in Section 12.3; and
- (d) the Vendor has not lost its ability to convey the Assets due to the appointment of a receiver or a receiver-manager, an order of the Court or otherwise pursuant to the CCAA Proceedings, provided such order or other action is pursuant to the CCAA Proceedings or is not at the voluntary initiative of the Vendor.

The foregoing conditions are for the exclusive benefit of the Vendor and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Vendor may have.

#### **11.4 Satisfaction of Conditions**

Each of the Parties shall proceed diligently and in good faith and use all commercially reasonable efforts to fulfill and assist in the fulfillment of the conditions set forth in Sections 11.1, 11.2 and 11.3. In addition, each of the Parties agrees not to take any action that could reasonably be expected to preclude, delay or have an adverse effect on the Transaction or would render, or may reasonably be expected to render, any representation or warranty made by it in this Agreement untrue in any material respect.

#### **11.5 Monitor's Certificate**

When the conditions to Closing set out in Sections 11.1, 11.2 and 11.3 have been satisfied and/or waived by the each of the Vendor and the Purchaser, as applicable, the Vendor and the Purchaser will each deliver to the Monitor written confirmation: (a) that such conditions of Closing, as applicable, have been satisfied and/or waived; and (b) of the amount of the Transfer Taxes to be paid on Closing (in each case, to the extent applicable), in substantially the form of Schedule D (the "**Conditions Certificates**"). Upon receipt by the Monitor of: (i) confirmation of payment of the balance of the Purchase Price (less the Deposit) to be paid on Closing has been received by the Vendor; (ii) confirmation of payment of applicable Transfer Taxes to be paid on Closing have been paid the Vendor (or evidence of an agreement to pay all Transfer Taxes by the Purchaser to any relevant Governmental Authorities or counterparty); and (iii) each of the Conditions Certificates, the Monitor shall: (A) issue forthwith its Monitor's Certificate concurrently to the Vendor and the Purchaser, at which time the Closing will be deemed to have occurred; and (B) file as soon as practicable a copy of the Monitor's Certificate with the Court (and shall provide a true copy of such filed certificate to the Vendor and the Purchaser). In the case of (A) and (B), above, the Monitor will be relying exclusively on the basis of the Conditions Certificates and without any obligation whatsoever to verify the satisfaction or waiver of the applicable conditions.

### **ARTICLE 12 CLOSING**

#### **12.1 Closing Date and Place of Closing**

Subject to the conditions set out in this Agreement, the Transaction shall close and be completed on the Closing Date, or at such other time as the Parties may agree in writing.

#### **12.2 Deliveries on Closing by the Vendor**

The Vendor shall deliver (or cause to be delivered) to the Purchaser on or before the Closing Date:

- (a) a Court certified copy of the Approval and Vesting Order;
- (b) a certificate of the Vendor confirming the accuracy of the matters provided for in Sections 11.2(a) and 11.2(b);
- (c) a written joint direction, duly executed by the Vendor, instructing the Monitor that the Deposit is to be released in accordance with 3.3(b)(i);



- (d) the General Conveyance, Assignment and Assumption Agreement duly executed by the Vendor; and
- (e) any other deeds, conveyances, assurances, transfers, assignments, instruments, documents, resolutions and certificates as are referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement.

### **12.3 Deliveries on Closing by the Purchaser**

The Purchaser shall deliver (or cause to be delivered) to the Vendor's Solicitor on or before the Closing Date:

- (a) payment of the Purchase Price in accordance with Section 3.3(b);
- (b) payment of all Transfer Taxes payable on Closing to the Vendor or the Vendor's Solicitors (or evidence of self-assessment and payment by the Purchaser thereof to the relevant Governmental Authorities);
- (c) a certificate of the Purchaser confirming the accuracy of the matters provided for in Sections 11.3(a) and 11.3(b);
- (d) a written joint direction, duly executed by the Purchaser, instructing the Monitor that the Deposit is to be released in accordance with 3.3(b)(i);
- (e) the General Conveyance, Assignment and Assumption Agreement duly executed by the Purchaser; and
- (f) any other deeds, conveyances, assurances, transfers, assignments, instruments, documents, resolutions and certificates as are referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

## **ARTICLE 13 TERMINATION**

### **13.1 Grounds for Termination**

This Agreement may be terminated at any time prior to Closing:

- (a) by the mutual written agreement of the Vendor and the Purchaser, provided however that if this Agreement has been approved by the Court, any such termination shall require either the consent of the Monitor or the approval of the Court;
- (b) by the Purchaser, upon written notice to the Vendor, if there has been a material breach by the Vendor of any material representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Purchaser, and: (i) such breach is not curable and has rendered the satisfaction of any condition in Section 11.2 impossible by the Outside Date; or (ii) if such breach is curable, the Purchaser has provided prior written notice of such breach to the Vendor, and such breach has not been cured within ten (10) days (or, if not curable within ten (10) days, such longer period as is reasonable under the circumstances, not to exceed thirty (30) days) following the date upon which the Vendor received such notice;

- (c) by the Purchaser, upon written notice to the Vendor, any time after the Outside Date, if (A) the Court Approval has not been obtained, or (B) the Closing has not occurred by the Outside Date and such failure to close was not caused by or as a result of the Purchaser's breach of this Agreement;
- (d) by the Vendor, upon written notice to the Purchaser, if there has been a material breach by the Purchaser of any material representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Vendor, and: (i) such breach is not curable and has rendered the satisfaction of any condition in Section 11.3 impossible by the Outside Date; or (ii) if such breach is curable, the Vendor has provided prior written notice of such breach to the Purchaser, and such breach has not been cured within ten (10) days (or, if not curable within ten (10) days, such longer period as is reasonable under the circumstances, not to exceed thirty (30) days) following the date upon which the Purchaser received such notice; or
- (e) by the Vendor, upon written notice to the Purchaser, any time after the Outside Date, if (A) the Court Approval has not been obtained, or (B) the Closing has not occurred by the Outside Date and such failure to close was not caused by or as a result of the breach of this Agreement by the Vendor.

### **13.2 Effect of Termination**

Notwithstanding any termination of this Agreement as permitted under Section 13.1, or as otherwise provided for in this Agreement, the provisions of Sections 3.3 (Deposit), 14.1 (Public Announcements), 14.4 (Governing Law), 14.5 (Consequential Damages), 14.11 (Costs and Expenses) and 14.15 (Third Party Beneficiaries) shall remain in full force and effect following any such permitted termination, and the Deposit shall be governed by Section 3.3.

## **ARTICLE 14 GENERAL**

### **14.1 Public Announcements**

- (a) Subject to Section 14.1(b), if a Party intends to issue a press release or other public disclosure of this Agreement, the terms hereof or the Transaction, the disclosing Party shall provide the other Parties with an advance copy of any such press release or public disclosure with sufficient time to enable the other Parties to review such press release or other public disclosure and provide any comments. The disclosing Party shall not issue such press release or other public disclosure without the prior written consent of the other Parties, such consent not to be unreasonably withheld.
- (b) Notwithstanding Section 14.1(a): (i) this Agreement may be filed by the Vendor with the Court; and (ii) the Transaction may be disclosed by the Vendor to the Court, subject to redacting confidential or sensitive information as permitted by Applicable Law. The Parties further agree that:
  - (i) the Vendor may prepare and file reports and other documents with the Court containing references to the Transaction and the terms of the Transaction;
  - (ii) the Vendor may forward a copy of this Agreement and all related documentation to the Orphan Well Association and its Representatives, agents, legal counsel and

financial advisors, and may further advise such Persons of the existence and nature of any discussions and negotiations in relation thereto or in relation to the Transaction; provided that the Orphan Well Association and its Representatives agree in advance to be bound by any confidentiality undertakings or similar confidentiality requirements reasonably requested by the Vendor; and

- (iii) the Vendor and its professional advisors may prepare and file such reports and other documents with the Court containing references to the Transaction contemplated by this Agreement and the terms of such Transaction as may reasonably be necessary to obtain the Court Approval and to complete the Transaction contemplated by this Agreement or to comply with their obligations to the Court.

#### **14.2 Dissolution of Vendor**

The Purchaser acknowledges and agrees that nothing in this Agreement shall operate to prohibit or diminish in any way the right of the Vendor or any of its Affiliates to cause the dissolution or wind-up of any of the Vendor subsequent to the Closing Date, or otherwise cause or allow the Vendor to cease operations in any manner or at any time subsequent to the Closing Date as the Vendor may determine in its sole discretion, which may be exercised without regard to the impact any such action may have on the Vendor's ability to fulfil its obligations under this Agreement that survive Closing.

#### **14.3 Survival**

Upon Closing, the obligations, covenants, representations and warranties of the Parties set out in this Agreement shall expire, be terminated and extinguished and of no further force or effect, provided that notwithstanding the Closing contemplated hereunder or the delivery of documents pursuant to this Agreement, the obligations and covenants of the Parties set out in Section 2.3 (Specific Conveyances), Section 5.3 (Enforcement of Representations and Warranties), Section 10.2 (ROFRs) and Article 4 (Transfer Taxes), Article 6 ("As Is, Where Is" and No Additional Representations and Warranties), Article 8 (Indemnification), Article 9 (Environmental Matters) and Article 14 (General), shall survive Closing, shall remain in full force and effect, shall not merge as a result of Closing and shall be binding on the Parties indefinitely thereafter except as expressly stated to the contrary therein or otherwise in accordance with Applicable Laws.

#### **14.4 Governing Law**

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, and the federal laws of Canada applicable therein (excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction). The Parties consent to the jurisdiction and venue of the courts of Alberta for the resolution of any such dispute arising under this Agreement.
- (b) Notwithstanding Section 14.4(a), any and all documents or orders that may be filed, made or entered in the CCAA Proceedings, and the rights and obligations of the Parties thereunder, including all matters of construction, validity and performance thereunder, shall in all respects be governed by, and interpreted, construed and determined in accordance with the laws of the Province of Alberta. The Parties consent to the jurisdiction and venue of the Court, as applicable, for the resolution of any such disputes, regardless of whether such disputes arose under this Agreement. Each Party agrees that service of

process on such Party as provided in Section 14.13 shall be deemed effective service of process on such Party.

#### **14.5 Consequential Damages**

Under no circumstance shall any of the Parties, their Representatives or their respective directors, officers, employees or agents be liable for any punitive, exemplary, consequential or indirect damages (including for greater certainty, any loss of profits) (collectively, "**Consequential Damages**") that may be alleged to result, in connection with, arise out of, or relate to this Agreement or the Transaction, other than Consequential Damages for which the Purchaser is liable as a result of a Third Party Claim (which liability shall be subject to and recoverable under Article 8 (Indemnification)). For greater certainty, the Parties agree that none of the Parties, their respective Affiliates or their respective Representatives shall be liable for any lost profits whatsoever, whether such lost profits are considered to be direct, consequential or indirect losses, and regardless of whether such lost profits were foreseeable by the Parties at any time or whether such lost profits were the direct and natural result of a Party's breach of its obligations under this Agreement.

#### **14.6 Further Assurances**

Each of the Parties from and after the date hereof shall, from time to time, and at the request and expense of the Party requesting the same, do all such further acts and things and execute and deliver such further instruments, documents, matters, papers and assurances as may be reasonably requested to complete the Transaction and for more effectually carrying out the true intent and meaning of this Agreement.

#### **14.7 Assignment**

The Purchaser shall not, without the Vendor's prior written consent, assign any right or interest in this Agreement, which consent may be withheld in the Vendor's sole and absolute discretion, except that the Purchaser shall have the right to assign any or all of its rights, interests or obligations hereunder to one or more Affiliates of the Purchaser, provided that: (a) such Affiliate agrees to be bound by the terms of this Agreement; (b) the Purchaser shall remain liable hereunder for any breach of the terms of this Agreement by such Affiliate; (c) such assignment shall not release the Purchaser from any obligation or liability hereunder in favour of the Vendor; and (d) the Purchaser shall acknowledge and confirm its continuing obligations in favour of the Vendor in an assignment and assumption agreement in form and substance satisfactory to the Vendor.

#### **14.8 Waiver**

No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver by any Party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained herein shall take effect or be binding upon that Party unless the waiver is expressed in writing under the authority of that Party. Any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

#### **14.9 Amendment**

This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party.

#### **14.10 Time of the Essence**

Time is of the essence in this Agreement.

#### **14.11 Costs and Expenses**

Unless otherwise provided for in this Agreement, each Party shall be responsible for all costs and expenses (including the fees and disbursements of legal counsel, bankers, investment bankers, accountants, brokers and other advisors) incurred by it in connection with this Agreement and the Transaction. Notwithstanding any other provision of this Agreement, the Purchaser shall pay the cost of all surveys, title insurance policies and title reports ordered by the Purchaser.

#### **14.12 Entire Agreement**

This Agreement and the Confidentiality Agreement (the terms and conditions of which are incorporated by reference into this Agreement, and binding upon the Parties, as if such agreement were signed directly by the Parties) constitute the entire agreement between the Parties with respect to the subject matter hereof and cancel and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof. There are no conditions, covenants, agreements, representations, warranties or other provisions, whether oral or written, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof other than those contained in this Agreement or in the Confidentiality Agreement.

#### **14.13 Notices**

Any notice, direction or other communication given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier or electronic mail and addressed:

- (a) in the case of the Vendor:

AlphaBow Energy Ltd.  
Suite 300, 708-11<sup>th</sup> Avenue S.W.  
Calgary, AB T2R OE4

Attention: Ben Li  
Email: benli@alphabowenergy.com

With a copy, which shall not constitute notice, to the Vendor's Solicitors:

Bennett Jones LLP  
4500, 855 - 2<sup>nd</sup> Avenue S.W.  
Calgary, AB T2P 4K7

Attention: Keely Cameron; Kristos Iatridis  
Email: cameronk@bennettjones.com; iatridisk@bennettjones.com

(b) In the case of the Purchaser:

Power Serv Engine & Compressor Repair  
2035 12 Avenue N.W.  
Medicine Hat, AB T1C 1T7

Attention: Harold Motz  
Email: HMotz@shaw.ca; admin@powerserv.ca

With a copy, which shall not constitute notice, to the Purchaser's Solicitors:

Bishop Koch Lawyers  
10-3092 Dunmore Rd S.E.  
Medicine Hat, AB T1B 2X2

Attention: Sarah Koch  
Email: skoch@bishopkoch.ca

A notice is deemed to be given and received if: (i) sent by personal delivery or courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day; or (ii) email, on the date of transmission if it is a Business Day and the transmission was made prior to 4:00 p.m. (local time in place of receipt), and otherwise on the next Business Day. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a notice will be assumed not to be changed. **Sending a copy of a notice to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice to that Party. The failure to send a copy of a notice to legal counsel does not invalidate delivery of that notice to a Party.**

#### **14.14 Enurement**

This Agreement shall be binding upon, and enure to the benefit of, the Parties and their respective successors and permitted assigns.

#### **14.15 Third Party Beneficiaries**

Except as otherwise provided for in this Agreement, each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the Parties and their successors and permitted assigns and, except as otherwise provided for in this Agreement, no Person, other than the Parties and their successors and permitted assigns shall be entitled to rely on the provisions hereof in any action, suit, proceeding, hearing or other forum. The Purchaser acknowledges to the Vendor, its Affiliates and their respective Representatives their direct rights against the Purchaser under this Agreement. To the extent required by Applicable Law to give full effect to these direct rights, the Purchaser agrees and acknowledges that the Vendor is acting as agent and/or as trustee of its Representatives, its Affiliates and their respective Representatives.

#### **14.16 Severability**

If any provision of this Agreement or any document delivered in connection with this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be

construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction shall not affect such provision validity or enforceability in any other jurisdiction.

#### **14.17 Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by facsimile or other electronic means of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

**[THE BALANCE OF THIS PAGE INTENTIONALLY BLANK]**

**IN WITNESS WHEREOF** this Agreement has been properly executed by the Parties as of the date first above written.

**ALPHABOW ENERGY LTD.**

Signed by:  
  
Per: F151FF4C8A774EE...  
Name: Ben Li  
Title: Chief Executive Officer

**POWER SERV ENGINE & COMPRESSOR  
REPAIR (MED HAT) LTD.**

Per: \_\_\_\_\_  
Name: Harold Motz  
Title: President



**IN WITNESS WHEREOF** this Agreement has been properly executed by the Parties as of the date first above written.

**ALPHABOW ENERGY LTD.**

Per: \_\_\_\_\_  
Name: Ben Li  
Title: Chief Executive Officer

**POWER SERV ENGINE & COMPRESSOR  
REPAIR (MED HAT) LTD.**

Per: Harold Motz  
Name: Harold Motz  
Title: President

**SCHEDULE A**

**Assets Listing**

Equipment:

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

**SCHEDULE B**

**Form of Approval and Vesting Order**

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 **BENNETT JONES LLP**

CONTACT INFORMATION OF Barristers and Solicitors

PARTY FILING THIS 4500 Bankers Hall East

DOCUMENT 855 – 2<sup>nd</sup> 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:

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice \_\_\_\_\_

LOCATION OF HEARING:

**UPON the application** of AlphaBow Energy Ltd. ("**AlphaBow**" or the "**Applicant**") for an Order approving the sale transaction (the "**Transaction**") contemplated by the [date] Asset Purchase and Sale Agreement (the "**Sale Agreement**") between AlphaBow and \_\_\_\_\_ (the "**Purchaser**"); **AND UPON having read** the Affidavit of \_\_\_\_\_, the Affidavit of Service of \_\_\_\_\_, and the Monitor's \_\_\_\_\_ Report (the "**[Number] 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)] 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 No. \* for those lands and premises municipally described as \*, and legally described as:  
\*  
(the "**Lands**")
  - (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, \*;
  - (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 KSV Restructuring Inc., in its capacity as Monitor of the Applicant and not in its personal capacity.
8. For the purposes of determining the nature and priority of Claims, the net proceeds from sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor's Closing Certificate and all Claims (but excluding Permitted Encumbrances and the Administration Charge, as defined in paragraph 30 of the Amended and Restated Initial Order of this Honourable Court, dated April 26, 2024) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), no distributions shall be made to creditors of net proceeds from sale of the Purchased Assets without further order of this Court. Notwithstanding the foregoing, AlphaBow shall be permitted to utilize the net proceeds from the sale of the Purchased Assets in its day-to-day operations in this proceeding as prescribed by the cashflow affixed to the [Number] Report.
9. Except as expressly provided for in the Sale Agreement, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against AlphaBow.
10. Upon completion of the Transaction, AlphaBow and all persons who claim by, through or under AlphaBow in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right,

title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

11. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the AlphaBow, or any person claiming by, through or against the AlphaBow.
12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against AlphaBow associated with the Purchased Assets.
13. The Monitor is directed to file with the Court a copy of the Monitor's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

#### **MISCELLANEOUS MATTERS**

14. Notwithstanding:
  - (a) the pendency of these proceedings and any declaration of insolvency made herein;
  - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "**BIA**"), in respect of the Applicant, and any bankruptcy order issued pursuant to any such applications;
  - (c) any assignment in bankruptcy made in respect of AlphaBow; and
  - (d) the provisions of any federal or provincial statute,

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of AlphaBow and shall not be void or voidable by creditors of AlphaBow, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.



15. AlphaBow, the Monitor, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
16. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist AlphaBow and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to AlphaBow, as may be necessary or desirable to give effect to this Order or to assist the AlphaBow and its agents in carrying out the terms of this Order.
17. Service of this Order shall be deemed good and sufficient by:
- (a) Serving the same on:
    - (i) the persons listed on the service list created in these proceedings;
    - (ii) any other person served with notice of the application for this Order;
    - (iii) any other parties attending or represented at the application for this Order;
    - (iv) the Purchaser or the Purchaser's solicitors; and
  - (b) Posting a copy of this Order on the Monitor's website at:  
<https://www.ksvadvisory.com/experience/case/alphabow>;
- and service on any other person is hereby dispensed with.
18. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

---

J.C.K.B.A

**SCHEDULE "A"**

**Assets Listing**

<b>ALPHABOW FILE</b>	<b>LEGAL DESCRIPTION</b>	<b>PNG RIGHTS</b>	<b>ALPHABOW WORKING INTEREST</b>	<b>ENCUMBRANCES</b>	<b>EXPIRY DATE</b>

Wells:

Facilities:

Pipelines:

## SCHEDULE B

### Form of Monitor's Certificate

COURT FILE NUMBER	2401-05179
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PROCEEDING	IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as amended  AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ALPHABOW ENERGY LTD.
DOCUMENT	SALE AND VESTING ORDER
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	BENNETT JONES LLP Barristers and Solicitors 4500 Bankers Hall East 855 – 2 Street SW Calgary, Alberta T2P 4K7  Attention: Keely Cameron/ Sarah Aaron Telephone No.: 403-298-3324/3177 Fax No.: 403-265-7219 Client File No.: 88323.6

### RECITALS

- A. Pursuant to an Order of the Court dated \_\_\_\_\_, the Court approved the agreement of purchase and sale made as of \_\_\_\_\_ (the "**Sale Agreement**") between AlphaBow Energy Inc. ("**AlphaBow**") and \_\_\_\_\_ (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**

## **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.

## SCHEDULE C<sup>1</sup>

### Form of General Conveyance, Assignment and Assumption Agreement

#### GENERAL CONVEYANCE, ASSIGNMENT, AND ASSUMPTION AGREEMENT

**THIS** General Conveyance, Assignment, and Assumption Agreement (this "**Agreement**") is made as of the [•] day of [•], 2024.

#### AMONG:

**ALPHABOW ENERGY LTD.**, a corporation existing under the laws of the Province of Alberta (herein referred to as the "**Vendor**")

- and -

**[BUYER]**, a corporation existing under the laws of **Alberta** (herein referred to as the "**Purchaser**")

#### RECITALS:

- A. In accordance with the terms of that certain Asset Purchase and Sale Agreement dated as of [•], by and between the Vendor and the Purchaser (the "**Purchase Agreement**"), the Vendor has agreed to sell, assign, and transfer the Assets to the Purchaser and the Purchaser has agreed to purchase the Assets from the Vendor;
- B. the Purchaser has agreed to assume the Assumed Liabilities; and
- C. this Agreement is delivered pursuant to the Purchase Agreement.

**NOW THEREFORE**, for good and valuable consideration now paid by the Purchaser to the Vendor pursuant to the Purchase Agreement (the receipt and sufficiency of which is hereby acknowledged by the Vendor) the parties hereto agree as follows:

#### 1. Definitions

All capitalized terms used but not otherwise defined in this Agreement shall have the meaning ascribed to such terms in the Purchase Agreement.

#### 2. Certain Rules of Interpretation

- (c) In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.

---

<sup>1</sup> Guidance note to Buyer: this Schedule C is a form only; it is required to be delivered at Closing (i.e. does not need to be signed and delivered at time of signing this PSA).

- (d) The division of this Agreement into Sections and the inclusion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (e) The terms "hereof," "hereunder," and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement.
- (f) Unless something in the subject matter or context is inconsistent therewith, references herein to "Sections" are to sections of this Agreement.
- (g) The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

### **3. Conveyance**

The Vendor hereby sells, transfers, assigns, conveys and delivers to the Purchaser, and the Purchaser hereby purchases, accepts and receives from the Vendor, upon the terms and subject to the conditions of the Purchase Agreement, the Vendor's Interest in and to the Assets, free and clear of any and all Claims other than Permitted Encumbrances, as applicable, with effect as of the Closing on the date hereof, to have and to hold the Assets and all such right, title, interest, property, claim, and demand unto and to the use of the Purchaser.

### **4. Assumption of Assumed Liabilities**

Effective as of the Closing on the date hereof, the Purchaser hereby assumes and agrees to pay, perform, and discharge, when due, the Assumed Liabilities.

### **5. Further Assurances**

Each of the Parties hereto from and after the date hereof shall, from time to time, and at the request and expense of the Party requesting the same, do all such further acts and things and execute and deliver such further instruments, documents, matters, papers and assurances as may be reasonably requested to complete the Transaction and for more effectually carrying out the true intent and meaning of this Agreement.

### **6. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, and the federal laws of Canada applicable therein (excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction). The Parties consent to the jurisdiction and venue of the courts of Alberta for the resolution of any such dispute arising under this Agreement.



**7. Entire Agreement**

This Agreement, the Purchase Agreement, and the documents referred to therein and contemplated thereby constitute the entire agreement between the Parties with respect to the subject matter hereof and cancel and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof. There are no conditions, covenants, agreements, representations, warranties or other provisions, whether oral or written, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof other than those contained in this Agreement, the Purchase Agreement, the Confidentiality Agreement and the documents referred to therein and contemplated thereby.

**8. Successors and Assigns**

This Agreement shall be binding upon, and enure to the benefit of, the Parties and their respective successors and permitted assigns.

**9. Counterparts**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

**10. Amendments**

This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party. Any amendment effected in accordance with this Section 10 will be binding upon the Parties and their respective successors and permitted assigns.

**11. Paramountcy**

This Agreement is delivered pursuant to, and is subject to, all of the terms and conditions contained in the Purchase Agreement. In the event of any inconsistency between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

**12. Severability**

If any provision of this Agreement or any document delivered in connection with this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction shall not affect such provision validity or enforceability in any other jurisdiction.

**[Signature Page Follows.]**

**IN WITNESS WHEREOF** this Agreement has been properly executed by the Parties as of the date first above written.

**ALPHABOW ENERGY LTD.**

Per: \_\_\_\_\_  
Name: Ben Li  
Title: Chief Executive Officer

**[BUYER]**

Per: \_\_\_\_\_  
Name:  
Title:

## SCHEDULE D

### FORMS OF CONDITIONS CERTIFICATES

#### VENDOR'S CONDITIONS CERTIFICATE

**TO:** KSV RESTRUCTURING INC. (the "Monitor")

This Conditions Certificate (this "**Certificate**") is delivered pursuant to Section 11.5 of that certain purchase and sale agreement, dated as of [●], 2024 (the "**Purchase Agreement**") between **ALPHABOW ENERGY LTD.** (the "**Vendor**") and **[BUYER]** (the "**Purchaser**"). All capitalized terms used herein which have not been defined herein shall have the same meaning attributed thereto in the Purchase Agreement unless the context requires otherwise.

The undersigned [**officer/director**] of the Vendor hereby confirms to the Monitor, for and on behalf of the Vendor, but solely in his or her capacity as an [**officer/director**] of the Vendor and not in his or her personal capacity (and without incurring any personal liability), that:

1. the conditions to Closing set out in Sections 11.1 and 11.3 of the Purchase Agreement for the benefit of the Vendor have been fulfilled or performed to the Vendor's satisfaction and/or waived by the Vendor; and
2. the amount of the Transfer Taxes to be paid by the Purchaser on Closing is equal to \$[●].

*[The remainder of this page is left intentionally blank]*

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate as of the [●] day of [●], 2024.

**ALPHABOW ENERGY LTD.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

## PURCHASER'S CONDITIONS CERTIFICATE

**TO: KSV RESTRUCTURING INC. (the "Monitor")**

This Conditions Certificate (this "**Certificate**") is delivered pursuant to Section 11.5 of that certain purchase and sale agreement, dated as of [●], 2024 (the "**Purchase Agreement**") between **ALPHABOW ENERGY LTD.** (the "**Vendor**") and **[BUYER]** (the "**Purchaser**"). All capitalized terms used herein which have not been defined herein shall have the same meaning attributed thereto in the Purchase Agreement unless the context requires otherwise.

The undersigned officer of the Purchaser hereby confirms to the Monitor, for and on behalf of the Purchaser, but solely in his or her capacity as an officer of the Purchaser and not in his or her personal capacity (and without incurring any personal liability), that:

1. the conditions to Closing set out in Sections 11.1 and 11.2 of the Purchase Agreement for the benefit of the Purchaser have been fulfilled or performed to the Purchaser's satisfaction and/or waived by the Purchaser; and
2. the amount of the Transfer Taxes to be paid by the Purchaser on Closing is equal to \$[●].

*[The remainder of this page is left intentionally blank]*

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate as of the [●] day of [●], 2024.

**[BUYER]**

Per: \_\_\_\_\_

Name:

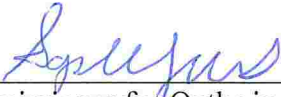
Title:

Per: \_\_\_\_\_

Name:

Title:

This is **Exhibit "B"** referred to in the Affidavit of Ben Li sworn before me this 12<sup>th</sup> day of November, 2024



---

A Commissioner for Oaths in and for Alberta

**Sophie Fiddes**  
**Barrister & Solicitor**

**ALPHABOW ENERGY LTD.**

**- and -**

**EMBER RESOURCES INC.**

---

**ASSET PURCHASE AND SALE AGREEMENT**

**NOVEMBER 11, 2024**

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## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is dated as of November 11<sup>th</sup>, 2024,

### BETWEEN:

**ALPHABOW ENERGY LTD.**, a corporation existing under the laws of the Province of Alberta (herein referred to as the "Vendor")

- and -

**EMBER RESOURCES INC.**, a corporation existing under the laws of the Province of Alberta (herein referred to as the "Purchaser")

### WHEREAS:

- A. on April 26, 2024, the Vendor was granted creditor protection pursuant to an initial order granted by the Court of King's Bench (the "**Initial Order**") under the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36 (the "**CCAA**");
- B. pursuant to the Initial Order, among other things, KSV Restructuring Inc. ("**KSV**") was appointed as monitor of the Vendor;
- C. on April 26, 2024, the Court granted an amended and restated order (the "**ARIO**");
- D. all licensed assets and properties of the Vendor are currently subject to a suspension order and have been under the care and maintenance of the Orphan Well Association since September 6, 2023; and
- E. subject to receipt of Court Approval, the Purchaser has agreed to purchase and acquire and the Vendor has agreed to sell, transfer and assign to the Purchaser, all of the Vendor's Interest in and to the Assets, on the terms and conditions set forth herein.

**NOW THEREFORE**, this Agreement witnesses that in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged by each Party to the other, the Parties covenant and agree as follows:

## ARTICLE 1 INTERPRETATION

### 1.1 Definitions

In this Agreement:

- (a) "**Abandonment and Reclamation Obligations**" means all past, present and future obligations to:
  - (i) abandon, shut-down, close, decommission, dismantle or remove any and all Wells and Tangibles, including all structures, foundations, buildings, pipelines, equipment and other facilities forming part of the Wells and Tangibles or otherwise

located on the Lands or used or previously used in respect of Petroleum Substances produced or previously produced from the Lands; and

- (ii) restore, remediate and reclaim the surface and subsurface locations of the Wells and the Tangibles and any lands used to gain access thereto, including such obligations relating to wells, pipelines and facilities which were abandoned or decommissioned prior to the Closing Date that were located on the Lands or that were located on other lands and used in respect of Petroleum Substances produced or previously produced from the Lands, and including the remediation, restoration and reclamation of any other surface and sub-surface lands affected by any environmental damage, contamination or other environmental issues emanating from or relating to the sites for the Wells or the Tangibles;

all in accordance with generally accepted oil and gas industry practices and in compliance with all Applicable Laws;

- (b) "**AER**" means the Alberta Energy Regulator, or any successor thereto having jurisdiction over the Assets or certain of them or the operation thereof;
- (c) "**Affiliate**" means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with that specified Person. For the purposes of this definition, "control" (including with correlative meanings, controlling, controlled by and under common control with) means the power to direct or cause the direction of the management and policies of that Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise and, it being understood and agreed that with respect to a corporation or partnership, control shall mean direct or indirect ownership of more than 50% of the voting shares in any such corporation or of the general partnership interest or voting interest in any such partnership;
- (d) "**Agreement**" means this agreement of purchase and sale and any schedules attached hereto which are referred to in this agreement, together with any amendment or supplement thereto;
- (e) "**Applicable Law**" means, in respect of any Person, asset, transaction, event or circumstance: (i) statutes (including regulations enacted thereunder); (ii) judgments, decrees and orders of courts of competent jurisdiction (including the common law); (iii) regulations, orders, ordinances and directives issued by Governmental Authorities; and (iv) the terms and conditions of all permits, licenses, approvals and authorizations, in each case which are applicable to such Person, asset, transaction, event or circumstance;
- (f) "**Approval and Vesting Order**" means an order of the Court approving the Transaction in accordance with the provisions of this Agreement, and, subject to Closing, vesting all of the Vendor's Interest in and to the Assets in the Purchaser free and clear of all Claims (other than Permitted Encumbrances) and interests, such order to be substantially in the form attached hereto as Schedule B together with such modifications and amendments to such form as may be approved by both the Vendor and the Purchaser, acting reasonably;
- (g) "**Assets**" means the Petroleum and Natural Gas Rights, the Tangibles, and the Miscellaneous Interests, but excluding the Excluded Assets;

- (h) "**Assumed Contracts**" means the contracts referenced in subsection (i) of the definition of Miscellaneous Interests, which contracts shall be assigned by the Vendor and assumed by the Purchaser in accordance with the terms of this Agreement, the relevant contracts and/or the Approval and Vesting Order, and/or other order of the Court in form and substance satisfactory to the Parties;
- (i) "**Assumed Liabilities**" means, collectively, all liabilities and obligations arising from the possession, ownership and/or use of the Assets following Closing (including for greater certainty any municipal or property taxes that accrue commencing on the Closing Date), along with Environmental Liabilities, Abandonment and Reclamation Obligations and Cure Costs;
- (j) "**Business Day**" means any day other than a Saturday, Sunday or a statutory holiday in the City of Calgary in the Province of Alberta;
- (k) "**CCAA**" has the meaning ascribed to that term in the recitals hereto;
- (l) "**CCAA Proceedings**" means the proceedings commenced under the CCAA by the Vendor (and others) pursuant to the Initial Order;
- (m) "**Claim**" means any caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgments, 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, including, without limiting the generality of the foregoing:
  - (i) any encumbrances or charges created by the Initial Order and/or the ARIO;
  - (ii) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
  - (iii) any liens or claims of lien under the *Builders' Lien Act* (Alberta) or the *Prompt Payment and Construction Lien Act* (Alberta);
  - (iv) any linear or non-linear municipal property tax claims under the *Municipal Government Act* (Alberta), or otherwise;
  - (v) any outstanding amounts owing in respect of the AER Orphan Fund Levy and Administration Fees; and
  - (vi) those claims which may be specifically identified in Schedule "C" to the Approval and Vesting Order, as applicable.
- (n) "**Claims Process**" has the meaning ascribed to that term in the definition of Cure Costs;
- (o) "**Closing**" means the completion of the purchase by the Purchaser, and sale by the Vendor, of the Vendor's Interest in and to the Assets and the completion of all other transactions

contemplated by this Agreement that are to occur contemporaneously with such purchase and sale, all subject to and in accordance with the terms and conditions of this Agreement;

- (p) "**Closing Date**" means the date on which Closing occurs, being the date which is five Business Days following the date upon which all conditions in Sections 11.1, 11.2 and 11.3 have been satisfied or waived (other than such conditions which are to be satisfied on the Closing Date), or such other date as the Parties may agree in writing; provided, however, that the Closing Date shall not be later than the Outside Date;
- (q) "**Conditions Certificates**" has the meaning ascribed to that term in Section 11.5;
- (r) "**Confidentiality Agreement**" means the confidentiality agreement between the Vendor, the Purchaser and the Monitor and executed prior to the date hereof in respect of the evaluation by the Purchaser of potential transactions involving the assets of the Vendor;
- (s) "**Consequential Damages**" has the meaning ascribed to that term in Section 14.5;
- (t) "**Court**" means the Court of King's Bench of Alberta, Judicial Centre of Calgary;
- (u) "**Court Approval**" means both the issuance of the Approval and Vesting Order by the Court approving the sale of the Assets, and such Approval and Vesting Order having become a Final Order;
- (v) "**Cure Costs**" means, in respect of any Assumed Contract, all amounts required to be paid, as determined in accordance with the claims process established by an order of the Court dated September 20, 2024 (the "**Claims Process**"), to remedy all of the Vendor's monetary defaults under such Assumed Contract or required to secure a counterparty's or any other necessary Person's consent to the assignment of such Assumed Contract pursuant to its terms (including any deposits or other forms of security required by any Governmental Authority) or as may be required pursuant to the Approval and Vesting Order, and includes any other fees and expenses required to be paid to a counterparty or any other Person in connection with the assignment of an Assumed Contract pursuant to its terms or Applicable Laws. For greater certainty, "Cure Costs" shall not include any claims for cure costs not validly submitted in accordance with the Claims Process, or otherwise determined to be invalid, all in accordance with the Claims Process;
- (w) "**Deposit**" has the meaning ascribed to that term in Section 3.3(a)(i);
- (x) "**Due Diligence Information**" means all information made available (by the Vendor, the Monitor or otherwise) for the Purchaser's review in paper or electronic form in relation to the Vendor, its Affiliates and/or the Assets;
- (y) "**Environment**" means the components of the earth and includes the air, the surface and subsurface of the earth, bodies of water (including rivers, streams, lakes and aquifers) and plant and animal life (including humans);
- (z) "**Environmental Laws**" means all Applicable Laws relating to pollution or protection of human health or the Environment (including ambient air, water, surface water, groundwater, land surface, soil, or subsurface) or natural resources, including Applicable Laws relating to the storage, transfer, transportation, investigation, cleanup, treatment, or use of, or release or threatened release into the Environment of, any Hazardous Substances;

- (aa) **"Environmental Liabilities"** means all past, present and future Losses and Liabilities, Claims and other duties and obligations, whether arising under contract, Applicable Laws or otherwise, arising from, relating to or associated with:
- (i) any damage, pollution, contamination or other adverse situations pertaining to the Environment howsoever and by whomsoever caused and regardless of whether such damage, pollution, contamination or other adverse situations occur or arise in whole or in part prior to, at or subsequent to the date of this Agreement;
  - (ii) the presence, storage, use, holding, collection, accumulation, assessment, generation, manufacture, processing, treatment, stabilization, disposition, handling, transportation, release, emission or discharge of Petroleum Substances, oilfield wastes, water, Hazardous Substances, environmental contaminants and all other substances and materials regulated under any Applicable Law, including any forms of energy, or any corrosion to or deterioration of any structures or other property;
  - (iii) compliance with or the consequences of any non-compliance with, or violation or breach of, any Environmental Law;
  - (iv) sampling, monitoring or assessing the Environment or any potential impacts thereon from any past, present or future activities or operations; or
  - (v) the protection, reclamation, remediation or restoration of the Environment;
- that relate to or arise by virtue of the Assets or the ownership thereof or any past, present or future operations and activities conducted in connection with the Assets or on or in respect of the Lands or any lands pooled or unitized therewith;
- (bb) **"Excluded Assets"** means those Assets set out and described in Schedule A hereto under the heading "Excluded Assets";
- (cc) **"Facilities"** means the Vendor's Interest in and to all field facilities whether or not solely located on or under the surface of the Lands (or lands with which the Lands are pooled) and that are, or have been, used for production, gathering, treatment, compression, transportation, injection, water disposal, measurement, processing, storage or other operations respecting the Leased Substances, including any applicable battery, separator, compressor station, gathering system, pipeline, production storage facility or warehouse, including those facilities and pipelines identified in Schedule A under the headings entitled "Facilities" and "Pipelines", respectively, and as applicable;
- (dd) **"Final Order"** means an order of the Court that has not been vacated, stayed, set aside, amended, reversed, annulled or modified, as to which no appeal or application for leave to appeal therefrom has been filed and the applicable appeal period with respect thereto shall have expired without the filing of any appeal or application for leave to appeal, or if any appeal(s) or application(s) for leave to appeal therefrom have been filed, any (and all) such appeal(s) or application(s) have been dismissed, quashed, determined, withdrawn or disposed of with no further right of appeal and all opportunities for rehearing, reargument, petition for certiorari and appeal being exhausted or having expired without any appeal, motion or petition having been filed and remaining pending, any requests for rehearing have been denied, and no order having been entered and remaining pending staying,

enjoining, setting aside, annulling, reversing, remanding, or superseding the same, and all conditions to effectiveness prescribed therein or otherwise by Applicable Law or order having been satisfied;

- (ee) "**General Conveyance, Assignment and Assumption Agreement**" means an agreement providing for the assignment by the Vendor of the Vendor's Interest in and to the Assets, free and clear of all Claims (other than Permitted Encumbrances), substantially in the form attached hereto as Schedule C, and the assumption by the Purchaser of the Assumed Liabilities, substantially in the form attached hereto as Schedule C;
- (ff) "**Governmental Authority**" means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, tribunal, commission, bureau, board, court (including the Court) or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government, having jurisdiction over a Party, the Assets or this Transaction, including for greater certainty the AER;
- (gg) "**GST**" means taxes, interest, penalties and other additions thereto imposed under Part IX of the *Excise Tax Act* (Canada) and the regulations made thereunder; and "**GST Legislation**" means such act and regulations collectively;
- (hh) "**Hazardous Substances**" means any substance, material or waste defined, regulated, listed or prohibited by Environmental Laws, including pollutants, contaminants, chemicals, deleterious substances, dangerous goods, hazardous or industrial toxic wastes or substances, radioactive materials, flammable substances, explosives, Petroleum Substances and products of Petroleum Substances, polychlorinated biphenyls, chlorinated solvents and asbestos;
- (ii) "**Initial Order**" has the meaning ascribed to that term in the recitals hereto;
- (jj) "**KSV**" has the meaning ascribed to that term in the recitals hereto;
- (kk) "**Lands**" means the lands set out and described in Schedule A under the heading entitled "Lands Schedule/Mineral Property Report", and the Petroleum Substances within, upon or under such lands (subject to the restrictions and exclusions identified in the Title Documents as to Petroleum Substances and geological formations);
- (ll) "**Leased Substances**" means all Petroleum Substances, rights to or in respect of which are granted, reserved or otherwise conferred by or under the Title Documents (but only to the extent that the Title Documents pertain to the Lands);
- (mm) "**Legal Proceeding**" means any litigation, action, suit, investigation, hearing, claim, complaint, grievance, arbitration proceeding or other proceeding and includes any appeal or review or retrial of any of the foregoing and any application for same;
- (nn) "**Licence Transfers**" means the transfer from the Vendor to the Purchaser of any permits, approvals, licences and authorizations granted by the AER or any other Governmental Authority in relation to the construction, installation, ownership, use or operation of the Wells or the Facilities, as applicable.



- (oo) **"Losses and Liabilities"** means any and all assessments, charges, costs, damages, debts, expenses, fines, liabilities, losses, obligations and penalties, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or determinable, including those arising under any Applicable Law, Claim by any Governmental Authority or any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority, and those arising under any contract, agreement, arrangement, commitment or undertaking and costs and expenses of any Legal Proceeding, assessment, judgment, settlement or compromise relating thereto, and all interest, fines and penalties and reasonable legal fees and expenses incurred in connection therewith (on a full indemnity basis);
- (pp) **"LTAs"** has the meaning set forth in Section 2.3(a);
- (qq) **"Miscellaneous Interests"** means, subject to any and all limitations and exclusions provided for in this definition, the Vendor's Interest in and to all property, assets, interests and rights pertaining to the Petroleum and Natural Gas Rights and the Tangibles (other than the Petroleum and Natural Gas Rights and the Tangibles), or either of them, but only to the extent that such property, assets, interests and rights pertain to the Petroleum and Natural Gas Rights and the Tangibles, or either of them, including any and all of the following:
  - (i) all contracts relating to the Petroleum and Natural Gas Rights and the Tangibles, or either of them (including the Title Documents);
  - (ii) all warranties, guarantees and similar rights relating to the Petroleum and Natural Gas Rights and the Tangibles, or either of them, including warranties and guarantees made by suppliers, manufacturers and contractors under the Assets, and claims against other Third Parties in connection with the contracts relating to the Petroleum and Natural Gas Rights and the Tangibles;
  - (iii) all subsisting rights to carry out operations relating to the Lands, the Tangibles or the Wells, and without limitation, all easements and other permits, licenses and authorizations pertaining to the Tangibles or the Wells;
  - (iv) rights to enter upon, use, occupy and enjoy the surface of any lands which are used or may be used to gain access to or otherwise use the Petroleum and Natural Gas Rights and the Tangibles, or either of them;
  - (v) all records, books, documents, licences, reports and data which relate to the Petroleum and Natural Gas Rights and the Tangibles, or either of them including any of the foregoing that pertain to geological or geophysical matters and, including plats, surveys, maps, cross-sections, production records, electric logs, cuttings, cores, core data, pressure data, decline and production curves, well files, and related matters, division of interest records, lease files, title opinions, abstracts of title, title curative documents, lease operating statements and all other accounting information, marketing reports, statements, gas balancing information, and all other documents relating to customers, sales information, supplier lists, records, literature and correspondence, physical maps, geologic or geophysical interpretation, electronic and physical project files; and

(vi) the Wells, including the wellbores and any and all casing and down-hole monitoring and pumping equipment;

provided that unless otherwise agreed in writing by the Parties, the Miscellaneous Interests shall not include any documents or data to the extent that they are owned or licensed by Third Parties with restrictions on their deliverability or disclosure by the Vendor to an assignee;

- (rr) "**Monitor**" means KSV, in its capacity as the Court-appointed monitor of the Vendor in the CCAA Proceedings and not in its personal or corporate capacity;
- (ss) "**Monitor's Certificate**" means the certificate, substantially in the form attached as Schedule "A" to the Approval and Vesting Order, to be delivered by the Monitor to the Vendor and the Purchaser on Closing and thereafter filed by the Monitor with the Court certifying that it has received the Conditions Certificates;
- (tt) "**Monitor's Solicitors**" means Cassels Brock & Blackwell LLP, or such other firm or firms of solicitors as are retained or engaged by the Monitor from time to time and notice of which is provided to the Purchaser;
- (uu) "**Notice Period**" has the meaning ascribed to that term in Section 8.2(b);
- (vv) "**Order**" means any order, writ, judgment, injunction, decree, stipulation, determination, decision, verdict, ruling, subpoena, or award entered by or with any Governmental Authority (whether temporary, preliminary, or permanent);
- (ww) "**Outside Date**" means the date which occurs 90 days following the date of execution of this Agreement, or such other date as the Parties may agree;
- (xx) "**Outstanding ROFR Assets**" has the meaning set forth in Section 10.2(e)(ii);
- (yy) "**Outstanding ROFRs**" has the meaning set forth in Section 10.2(e);
- (zz) "**Parties**" means, collectively, the Purchaser and the Vendor, and "**Party**" means any one of them;
- (aaa) "**Permitted Encumbrances**" means:
- (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;
- (bbb) "**Person**" means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executory, Governmental Authority, or other entity however designated or instituted;
- (ccc) "**Petroleum and Natural Gas Rights**" means the Vendor's Interest in and to all rights to and in respect of the Leased Substances and the Title Documents (but only to the extent that the Title Documents pertain to the Lands);

- (ddd) "**Petroleum Substances**" means any of crude oil, petroleum, natural gas, natural gas liquids, coal bed methane and any and all other substances related to any of the foregoing, whether liquid, solid or gaseous, and whether hydrocarbons or not, including sulphur;
- (eee) "**Purchase Price**" has the meaning ascribed to that term in Section 3.1;
- (fff) "**Purchaser**" has the meaning ascribed to that term in the preamble hereto;
- (ggg) "**Representative**" means, in respect of a Person, each director, officer, employee, agent, legal counsel, accountant, consultant, contractor, professional advisor and other representative of such Person and its Affiliates and, with respect to the Vendor, includes the Monitor;
- (hhh) "**ROFR**" means a right of first refusal, right of first offer or other pre-emptive or preferential right of purchase or similar right to acquire the Assets or certain of them that may become operative by virtue of this Agreement or the completion of the Transaction;
- (iii) "**Specific Conveyances**" means all conveyances, assignments, transfers, novations and other documents or instruments that are reasonably required or desirable to convey, assign and transfer the Vendor's Interest in and to the Assets to the Purchaser and to novate the Purchaser in the place and stead of the Vendor, as applicable, with respect to the Assets (excluding the Licence Transfers);
- (jjj) "**Tangibles**" means the Vendor's Interest in and to the Facilities and any and all other tangible depreciable property and assets, if any, which are located within, upon or in the vicinity of the Lands and which are used or are intended to be used to produce, process, gather, treat, measure, store, transport, make marketable or inject the Leased Substances or any of them;
- (kkk) "**Third Party**" means any Person who is not a Party or an Affiliate of a Party;
- (lll) "**Third Party Claim**" means any Claim by a Third Party asserted against the Vendor for which the Purchaser has indemnified the Vendor or is otherwise responsible pursuant to this Agreement;
- (mmm) "**Title Documents**" means, collectively, any and all certificates of title, leases, reservations, permits, licences, assignments, trust declarations, operating agreements, royalty agreements, gross overriding royalty agreements, participation agreements, farm-in agreements, sale and purchase agreements, pooling agreements, acreage contribution agreements, joint venture agreements and any other documents and agreements granting, reserving or otherwise conferring rights to (i) explore for, drill for, produce, take, use or market Petroleum Substances, (ii) share in the production of Petroleum Substances, (iii) share in the proceeds from, or measured or calculated by reference to the value or quantity of, Petroleum Substances which are produced, and (iv) rights to acquire any of the rights described in items (i) to (iii) of this definition; but only if the foregoing pertain in whole or in part to Petroleum Substances within, upon or under the Lands;
- (nnn) "**Transaction**" means the transaction for the purchase and sale of the Vendor's Interest in and to the Assets, together with all other transactions contemplated in this Agreement, all as contemplated in this Agreement;

- (ooo) "**Transfer Taxes**" means all transfer taxes, sales taxes, use taxes, production taxes, value-added taxes, goods and services taxes, land transfer taxes, registration and recording fees, and any other similar or like taxes and charges imposed by a Governmental Authority in connection with the sale, transfer or registration of the transfer of the Assets, including GST; and which, for certainty, shall not include freehold mineral taxes;
- (ppp) "**Vendor**" has the meaning ascribed to that term in the preamble hereto;
- (qqq) "**Vendor's Interest**" means, when used in relation to any asset, undertaking or property, the entire right, title and interest, if any, of the Vendor, as applicable, in, to and/or under such asset, undertaking or property;
- (rrr) "**Vendor's Solicitors**" means the law firm of Bennett Jones LLP, or such other firm or firms of solicitors as are retained or engaged by the Vendor from time to time and notice of which is provided to the Purchaser; and
- (sss) "**Wells**" means the Vendor's Interest in and to the wells listed in Schedule A under the heading entitled "Wells", as applicable.

## 1.2 Interpretation

The following rules of construction shall apply to this Agreement unless the context otherwise requires:

- (a) All references to monetary amounts are to the lawful currency of Canada.
- (b) Words importing the singular include the plural and vice versa, and words importing gender include the masculine, feminine and neuter genders.
- (c) The word "include" and "including" and derivatives thereof shall be read as if followed by the phrase "without limitation".
- (d) The words "hereto", "herein", "hereof", "hereby", "hereunder" and similar expressions refer to this Agreement and not to any particular provision of this Agreement.
- (e) The headings contained in this Agreement are for convenience of reference only, and shall not affect the meaning or interpretation hereof.
- (f) Reference to any Article, Section or Schedule means an Article, Section or Schedule of this Agreement unless otherwise specified.
- (g) If any provision of a Schedule hereto conflicts with or is at variance with any provision in the body of this Agreement, the provisions in the body of this Agreement shall prevail to the extent of the conflict.
- (h) All documents executed and delivered pursuant to the provisions of this Agreement are subordinate to the provisions hereof and the provisions hereof shall govern and prevail in the event of a conflict.

- (i) This Agreement has been negotiated by each Party with the benefit of legal representation, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party does not apply to the construction or interpretation of this Agreement.
- (j) Reference to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof.
- (k) References to an Applicable Law means such Applicable Law as amended from time to time and includes any successor Applicable Law thereto any regulations promulgated thereunder.

### **1.3 Schedules**

The following are the Schedules attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

Schedule A	Assets Listing and Excluded Assets
Schedule B	Form of Approval and Vesting Order
Schedule C	Form of General Conveyance, Assignment and Assumption Agreement
Schedule D	Forms of Conditions Certificates

### **1.4 Interpretation if Closing Does Not Occur**

If Closing does not occur, each provision of this Agreement which presumes that the Purchaser has acquired the Assets shall be construed as having been contingent upon Closing having occurred.

## **ARTICLE 2 PURCHASE AND SALE**

### **2.1 Agreement of Purchase and Sale**

Subject to the terms and conditions of this Agreement, and in consideration of the Purchase Price, the Vendor hereby agrees to sell, assign and transfer to the Purchaser, and the Purchaser agrees to purchase, accept and receive from the Vendor, the Vendor's Interest in and to the Assets.

### **2.2 Transfer of Property and Assumption of Liabilities**

Provided that Closing occurs and subject to the terms and conditions of this Agreement, possession, risk, and legal and beneficial ownership of the Assets shall transfer from the Vendor to the Purchaser on the Closing Date, and the Purchaser agrees to assume, discharge, perform and fulfil all Assumed Liabilities. Without limiting the provisions of this Agreement relating to the General Conveyance, Assignment and Assumption Agreement (and such agreement itself), or any other provisions of this Agreement relating to sale, transfer, assignment, conveyance or delivery, the Assets shall be sold, assigned, transferred, conveyed, and delivered by the Vendor to the Purchaser by way of the Licence Transfers, the Specific Conveyances and other appropriate instruments of transfer, bills of sale, endorsements, assignments, and deeds, in recordable form, or by way of an Order of the Court, as appropriate, and free and clear of any and all Claims other than Permitted Encumbrances, as applicable.

## 2.3 Licence Transfers

- (a) Promptly following the Closing Date (or at such earlier time as may be permitted by the AER, as applicable), the Vendor shall electronically submit applications to the AER for the Licence Transfers ("LTAs"), and confirm that such submission has been made to the Purchaser, and in addition the Vendor shall cause to be provided any information and documentation along with such LTAs to the AER which are required to be provided by the transferor in connection with the foregoing. The Purchaser shall accept or ratify such LTAs without delay, provided that, if the Purchaser in good faith determines or believes that any of the LTAs are not complete and accurate, or the AER refuses to process any such LTAs because of some defect therein, the Parties shall cooperate to duly complete or to correct such incomplete or inaccurate LTAs as soon as practicable and, thereafter, the Vendor shall promptly re-submit such LTAs and the Purchaser shall accept or ratify such re-submitted LTAs without delay. Each Party shall be responsible for its own costs relating to LTAs hereunder. The Purchaser shall provide any information and documentation in respect of such LTAs to the AER which are required to be provided by the transferee in connection with the foregoing. Following submission of the LTAs, the Purchaser shall use reasonable commercial efforts to obtain the approval from the AER of the LTAs and registration of the Licence Transfers, subject to the specific requirements of this Section 2.3.
- (b) If the AER denies any of the LTAs because of misdescription or other minor deficiencies contained therein, the Vendor shall, within two Business Days of such denial, correct the LTA(s) and amend and re-submit the LTA(s), and the Purchaser shall accept or ratify such re-submitted LTAs without delay.
- (c) In the event that the Purchaser has applied, or prior to the Closing Date applies, to the AER for a discretionary waiver from the AER's security requirements in respect of the Transaction, then Vendor shall provide such information and documentation to the AER regarding the Assets as may reasonably be required in connection with the AER's review of such discretionary waiver application made by the Purchaser (but only to the extent such information and documentation has not already been made available by the Vendor or its Representatives to the Purchaser or its Representatives); provided that the Purchaser agrees it shall have primary carriage of, and be solely responsible at its own cost for submitting and liaising with the AER in respect of, such application.
- (d) The Purchaser shall on a timely and continuing basis keep the Vendor fully apprised and informed regarding all communications the Purchaser may have with the AER in connection with the Transaction, including all communications respecting LTAs, and without limiting the generality of the foregoing the Purchaser shall provide copies to the Vendor of all related correspondence from the Purchaser to the AER, and the Purchaser shall request that the AER provide copies to the Vendor of all related correspondence from the AER to the Purchaser.

## 2.4 Specific Conveyances

- (a) Within a reasonable time following its receipt of the Title Documents from Vendor, Purchaser shall prepare and provide for the Vendor's review all Specific Conveyances. None of the Specific Conveyances shall confer or impose upon either Party any greater right or obligation than as contemplated in this Agreement. Promptly after Closing, the Purchaser shall register and/or distribute (as applicable), all such Specific Conveyances

and shall bear all costs incurred therewith and in preparing and registering any further assurances required to convey the Assets to the Purchaser.

- (b) As soon as practicable following Closing, the Vendor shall deliver or cause to be delivered to the Purchaser such original copies of the Title Documents and any other agreements and documents to which the Assets are subject and such original copies of contracts, agreements, records, books, documents, licenses, reports and data comprising Miscellaneous Interests which are now in the possession or control of the Vendor or of which the Vendor gains possession or control prior to Closing.
- (c) Notwithstanding Sections 2.4(a) and 2.4(b), requests for the transfers from the Vendor to the Purchaser of registered Crown leases or licences, related surface rights and any other Title Documents which are administered by a Governmental Authority shall be submitted by the Vendor and accepted by the Purchaser as soon as is practicable after Closing.

## **2.5 Post-Closing Maintenance of Assets**

- (a) Following Closing, if and to the extent that Purchaser must be novated into, recognized as a party to, or otherwise accepted as assignee or transferee of Vendor's interest in the Assets or certain of them, including any Title Documents and Assumed Contracts, the following provisions shall apply with respect to the applicable Assets until such novation, recognition or acceptance has occurred:
  - (i) the Purchaser shall use reasonable commercial efforts to obtain, as may be required by the terms of any Assumed Contracts, consents or approvals to the assignment of such Assumed Contracts; provided that to the extent that any Cure Costs are payable with respect to any Assumed Contract, the Purchaser shall be responsible for and shall pay all such Cure Costs, which shall be paid directly to the counterparty as and when required in conjunction with the assignment of the Assumed Contracts, and which Cure Costs shall form part of the Purchase Price for the Assets;
  - (ii) to the extent not obtained prior to the Closing Date, the Purchaser shall continue to use reasonable commercial efforts to obtain the AER's approval of the LTAs and registration of the Licence Transfers;
  - (iii) to the extent permitted by any applicable Assumed Contract:
    - (A) the Purchaser will pay, perform and discharge the duties and obligations accruing after Closing under such Assumed Contract, on behalf of the Vendor, until such time as the effective transfer or assignment of the relevant Assumed Contract to the Purchaser; and
    - (B) the Vendor shall use reasonable commercial efforts to exercise the rights, entitlements, benefits and remedies under such Assumed Contract, on behalf of the Purchaser until such time as the effective transfer or assignment of the relevant Assumed Contract to the Purchaser, or such Assumed Contract expires or otherwise terminates;
  - (iv) the Vendor shall not have any liability as a consequence of the Vendor taking any action or causing anything to be done under this Section 2.5(a), and the Purchaser



shall be responsible and liable for, and, as a separate covenant, shall hereby indemnify and save harmless the Vendor and its Representatives against, all costs and expenses reasonably incurred by the Vendor, its Affiliates or their respective Representatives as a consequence of or in connection with this Section 2.5(a); and

- (v) nothing in this Agreement shall constitute an agreement to assign, and shall not be construed as an assignment of, or an attempt to assign to the Purchaser, any Assumed Contract until such time as the necessary consents or approvals with respect to the assignment are obtained.
- (b) Both before and after Closing, the Purchaser shall use all commercially reasonable efforts to obtain any and all approvals required under Applicable Law and any and all material consents of Third Parties required to permit this Transaction to be completed. The Parties acknowledge that the acquisition of such consents shall not be a condition precedent to Closing. It shall be the sole obligation of the Purchaser, at the Purchaser's sole cost and expense, to provide any and all financial assurances, deposits or security that may be required by Governmental Authorities or any Third Parties under the Assumed Contracts or Applicable Laws to permit the transfer of the Assets, including the Assumed Contracts, to the Purchaser.

## **2.6 Assumed Liabilities**

Following Closing, the Purchaser shall assume, perform, discharge and pay when due all of the Assumed Liabilities. For greater certainty, the Purchaser acknowledges and agrees that the Environmental Liabilities and Abandonment and Reclamation Obligations in respect of the Assets are future costs and obligations associated with the ownership of the Assets that are tied and connected to the ownership of the Assets such that they are inextricably linked and embedded with the Assets.

## **ARTICLE 3 PURCHASE PRICE**

### **3.1 Purchase Price**

The consideration payable by the Purchaser for the Assets shall be the sum of [REDACTED] (the "**Purchase Price**"). The Purchase Price shall be satisfied in accordance with Section 3.3(b) and shall not be subject to any adjustment (and for greater certainty, Cure Costs shall be satisfied in accordance with Section 2.5(a)(i)). The Purchaser and the Vendor acknowledge and agree that the Purchase Price reflects the fair market value of the Assets as of the Closing Date, having due regard to the Environmental Liabilities connected to and embedded in the Assets that depress the value of the Assets.

### **3.2 Allocation of Purchase Price**

The Purchase Price shall be allocated among the Assets as follows:

- (a) to the Petroleum and Natural Gas Rights, 80%;
- (b) to the Tangibles, 20% less \$10.00; and
- (c) to the Miscellaneous Interests, \$10.00.

### 3.3 Deposit and Satisfaction of Purchase Price

- (a) The Parties acknowledge that:
  - (i) as of the date hereof, the Purchaser has paid the amount equal to ten percent (10%) of the Purchase Price (the "**Deposit**") to the Monitor;
  - (ii) the Deposit has been delivered to and shall be held in trust by the Monitor; and
  - (iii) the Deposit shall be held and administered by the Monitor in accordance with the terms and conditions of this Agreement (including this Section 3.3).
  
- (b) At Closing, the Purchase Price (other than Cure Costs, which are payable in accordance with Section 2.5(a)(i)) shall be paid and satisfied as follows:
  - (i) as to the amount of the Deposit, upon the receipt of a written joint direction delivered to the Monitor by the Purchaser and the Vendor, the Monitor shall deliver the amount of the Deposit to the Vendor by electronic wire transfer and such amount shall be applied against the amount of the Purchase Price for the account of the Purchaser; and
  - (ii) as to the balance of the Purchase Price (other than Cure Costs, which are payable in accordance with Section 2.5(a)(i)), along with any additional amounts owing in respect of applicable GST, the Purchaser shall pay to the Vendor such amount by electronic wire transfer.
  
- (c) If this Agreement is terminated:
  - (i) (A) pursuant to Section 13.1(a) by mutual agreement of the Parties; (B) pursuant to Sections 13.1(b) or 13.1(c) by the Purchaser; (C) pursuant to Section 13.1(e) by the Vendor; or (D) for any other reason other than as contemplated under Section 3.3(c)(ii); then the Deposit shall be returned to the Purchaser; or
  - (ii) pursuant to Section 13.1(d) by the Vendor, the full amount of the Deposit shall be forfeited to the Vendor,

and, subject to Section 13.2, each Party shall be released from all obligations and liabilities under or in connection with this Agreement. In the event of termination of this Agreement under Section 3.3(c)(ii) pursuant to which the Vendor shall be entitled to retain the Deposit, the Parties agree that the amount of the Deposit, constitutes a genuine pre-estimate of liquidated damages representing the Vendor's Losses and Liabilities as a result of Closing not occurring and agree that the Vendor shall not be entitled to recover from the Purchaser any amounts that are in excess of the Deposit as a result of Closing not occurring. The Purchaser hereby waives any claim or defence that the amount of the Deposit is a penalty or is otherwise not a genuine pre-estimate of the Vendor's damages.

## **ARTICLE 4 TRANSFER TAXES**

### **4.1 Transfer Taxes**

The Parties agree that:

- (a) the Purchase Price does not include Transfer Taxes and the Purchaser shall be liable for and shall pay, and be solely responsible for, any and all Transfer Taxes pertaining to the Purchaser's acquisition of the Assets; and
- (b) the Purchaser shall indemnify the Vendor and its Affiliates for, from and against any Transfer Taxes (including any interest or penalties imposed by a Governmental Authority) that any of them are required to pay or for which any of them may become liable as a result of any failure by the Purchaser to self-assess, pay or remit such Transfer Taxes, other than as a result of a failure by the Vendor or its Affiliates to timely remit any amounts on account of Transfer Taxes paid by the Purchaser hereunder.

## **ARTICLE 5 REPRESENTATIONS AND WARRANTIES**

### **5.1 Vendor's Representations**

The Vendor hereby represents and warrants to the Purchaser that:

- (a) it is a corporation duly formed and validly subsisting under the laws of the Province of Alberta and has the requisite power and authority to enter into this Agreement and to complete the Transaction;
- (b) except for: (i) Court Approval; and (ii) the Licence Transfers and any consents, approvals or waivers that are required in connection with the assignment of an Assumed Contract; the execution, delivery and performance of this Agreement by it does not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority, except where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not prevent or materially delay the consummation by the Vendor of the Transaction;
- (c) it is not a non-resident of Canada within the meaning of such term under the *Income Tax Act* (Canada) and is not an agent or trustee for anyone with an interest in the Assets who is a non-resident of Canada within the meaning of such term under the *Income Tax Act* (Canada) (or a partnership that is not a "Canadian partnership" within the meaning of such term under the *Income Tax Act* (Canada));
- (d) subject to Court Approval being obtained, this Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding obligation of it and is enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar Applicable Laws relating to creditors' rights generally and subject to general principles of equity;

- (e) the Purchaser will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the Transaction because of any action taken by, or agreement or understanding reached by the Vendor; and
- (f) with respect to the GST imposed under the GST Legislation, the Vendor is registered under the GST Legislation and will continue to be registered at the Closing Date in accordance with the provisions of the GST Legislation and its GST registration number is 736658725RT0001.

## 5.2 Purchaser's Representations

The Purchaser hereby represents and warrants to the Vendor that:

- (a) it is a corporation duly incorporated and validly subsisting under the laws of the jurisdiction of its incorporation or formation and has the requisite power and authority to enter into this Agreement and to complete the Transaction;
- (b) it has taken all necessary corporate or other acts to authorize the execution, delivery and performance by it of this Agreement;
- (c) neither the execution of this Agreement nor its performance by the Purchaser will result in a breach of any term or provision or constitute a default under any indenture, mortgage, deed of trust or any other agreement to which the Purchaser is a party or by which it is bound which breach could materially affect the ability of the Purchaser to perform its obligations hereunder;
- (d) except for: (i) Court Approval; and (ii) the Licence Transfers and any consents, approvals or waivers that are required in connection with the assignment of an Assumed Contract; the execution, delivery and performance of this Agreement by it does not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority, except where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not prevent or materially delay the consummation by the Purchaser of this Transaction;
- (e) subject to Court Approval being obtained, this Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding obligation of the Purchaser and is enforceable against the Purchaser in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar Applicable Laws relating to creditors' rights generally and subject to general principles of equity;
- (f) the Purchaser is not a non-Canadian Person within the meaning of the *Investment Canada Act* (Canada) nor a non-resident of Canada for the purposes of the *Income Tax Act* (Canada);
- (g) the Vendor will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the Transaction because of any action taken by, or agreement or understanding reached by, the Purchaser;
- (h) to the knowledge of the Purchaser, the Purchaser meets all eligibility requirements of Governmental Authorities to purchase and accept a transfer of the Assets, including without limiting the generality of the foregoing, the eligibility requirements of the AER

under *Directive 067*, as applicable to the Purchaser in connection with the transactions as contemplated hereunder. As of the date of submission of the LTAs, the Purchaser has "General Eligibility" status as defined under *Directive 067* and the Purchaser's BA code is A1H9;

- (i) as of the date of submission of the LTAs, the Purchaser is not aware of any fact or circumstance that would (i) result in the AER determining that the Purchaser poses an unreasonable risk in accordance with the factors and criteria established by the AER pursuant to *Directive 088* and *Manual 023: Licensee Life-Cycle Management*, or (ii) prevent or delay the Licence Transfers or the review of the LTAs by the AER as contemplated hereunder;
- (j) with respect to the GST imposed under the GST Legislation, the Purchaser is registered under the GST Legislation and will continue to be registered at the Closing Date in accordance with the provisions of the GST Legislation and that its GST registration number is 833468945RT0001;
- (k) the Purchaser is a "Canadian" within the meaning of the *Investment Canada Act* (Canada);
- (l) the Purchaser will have the financial resources necessary to pay, as and when due from the Purchaser, the Purchase Price (including the Deposit), the Cure Costs, the Transfer Taxes, its legal fees and expenses, registration costs and any other amounts payable by the Purchaser pursuant hereto; and
- (m) the Purchaser has the financial resources necessary to post or satisfy all necessary security, deposits, letters of credit, guarantees or other financial assurances necessary to take possession of the Assets and to satisfy the security required by the Assumed Contracts.

### **5.3 Enforcement of Representations and Warranties**

- (a) The representations and warranties of each Party contained in this Agreement shall survive until Closing and shall thereafter be of no further force and effect. Effective upon the occurrence of Closing, each Party hereby releases and forever discharges each other Party from any breach of any representations and warranties set forth in this Agreement. For greater certainty, none of the representations and warranties contained in this Article 5 shall survive Closing and, the Purchaser's sole recourse for any material breach of representation or warranty by the Vendor shall be for the Purchaser to not complete the Transaction in accordance with this Agreement.
- (b) The representations and warranties of the Vendor made herein or pursuant hereto are made for the exclusive benefit of the Purchaser, and the representations and warranties of the Purchaser made herein or pursuant hereto are made for the exclusive benefit of the Vendor, as the case may be, and are not transferable and may not be made the subject of any right of subrogation in favour of any other Person.
- (c) The Parties expressly acknowledge and agree that the provisions of this Section 5.3 and the limit on each Party's liability set out in this Section 5.3 are intended by the Parties as a limitation of liability that represents a fair and equitable allocation of the risks and liabilities that each Party has agreed to assume in connection with the subject matter hereof and is not an agreement within the provision of subsection 7(2) of the *Limitations Act* (Alberta).

**ARTICLE 6**  
**"AS IS, WHERE IS" AND NO ADDITIONAL**  
**REPRESENTATIONS AND WARRANTIES**

**6.1 Due Diligence Acknowledgement**

The Purchaser acknowledges and agrees that:

- (a) it was solely responsible to perform any inspections it deemed pertinent to the purchase of the Assets and to be satisfied as to the condition of the Assets prior to entering into this Agreement with the Vendor;
- (b) notwithstanding the fact that it was permitted to review any diligence materials and disclosures provided by the Vendor, including the Due Diligence Information, the Vendor assumes no liability for errors or omissions in such diligence materials and disclosure or any other property listings or advertising, promotional or publicity statements and materials, and makes no representations or warranties in respect thereof;
- (c) by entering into this Agreement with the Vendor, the Purchaser shall be deemed to represent, warrant and agree with respect to the Assets that:
  - (i) the Purchaser has inspected the Assets and is familiar and satisfied with the physical condition thereof and has conducted such investigation of the Assets as the Purchaser has determined appropriate;
  - (ii) neither the Vendor nor its Affiliates or their respective Representatives have made any oral or written representation, warranty, promise or guarantee whatsoever to the Purchaser, expressed or implied, and in particular, that no such representations, warranties, guarantees, or promises have been made with respect to the physical condition, operation, or any other matter or thing affecting or related to the Assets and/or the offering or sale of the Assets;
  - (iii) the Purchaser has not relied upon any representation, warranty, guarantee or promise or upon any statement made or any information provided concerning the Assets, including the Due Diligence Information made available to the Purchaser by the Vendor, its respective Affiliates or their respective Representatives;
  - (iv) the Purchaser has entered into this Agreement after having relied solely on its own independent investigation, inspection, analysis, appraisal and evaluation of the Assets and the facts and circumstances related thereto;
  - (v) any information provided or to be provided by or on behalf of the Vendor with respect to the Assets, including all Due Diligence Information, was obtained from information provided to the Vendor and the Vendor has not made any independent investigation or verification of such information, and makes no representations as to the accuracy or completeness of such information;
  - (vi) without limiting the generality of the foregoing, the Vendor is not under any obligation to disclose to the Purchaser, and shall have no liability for its failure to disclose to the Purchaser, any information known to it relating to the Assets except as may be required by any Applicable Law; and

- (vii) neither the Vendor, its Affiliates or their respective Representatives are liable or bound in any manner by any oral or written statements, representations or information pertaining to the Assets, or the operation thereof, made or furnished by any real estate broker, agent, employee, or other Person.

## 6.2 "As Is, Where Is", No Additional Representations

- (a) Without limiting any other provision of this Agreement, the Purchaser acknowledges and agrees that it is acquiring the Assets on an "as is, where is" and "without recourse" basis with all defects, both patent and latent, and with all faults, whether known or unknown, presently existing or that may hereafter arise. The Purchaser acknowledges and agrees that, except as expressly set forth in this Agreement, the Vendor, its Affiliates and their respective Representatives have not made, do not make and specifically negate and disclaim any representation, warranty, promise, covenant, agreement or guaranty of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Assets. For greater certainty, but without limitation, except as expressly set forth in this Agreement, none of the Vendor, its Affiliates or their respective Representatives make any condition, representation or warranty whatsoever, express or implied, with respect to:
  - (i) the title and interest of the Vendor in and to the Assets;
  - (ii) whether any ROFRs are exercisable by a Third Party in connection with the completion of the Transactions;
  - (iii) the quality, quantity or recoverability of Petroleum Substances within or under the Lands or any lands pooled or unitized therewith;
  - (iv) the income to be derived from the Assets, if any;
  - (v) any estimates of the value of the Assets or the revenues or cash flows from future production from the Lands;
  - (vi) the rates of production of Petroleum Substances from the Lands;
  - (vii) the quality, condition, marketability, profitability, fitness for a particular purpose or merchantability of any tangible depreciable equipment or property interests which comprise the Assets (including the Tangibles or any personal property);
  - (viii) the suitability of the Assets for any and all purposes, activities and uses which the Purchaser may desire to conduct thereon;
  - (ix) the compliance of or by the Assets or its operation with any Applicable Law (including Environmental Laws);
  - (x) the validity or enforceability of the Assumed Contracts or the ability to assign any of the Assumed Contracts;
  - (xi) any regulatory approvals, permits and licenses, consents or authorizations that may be needed to complete the purchase of the Assets contemplated by this Agreement;

- (xii) the manner or quality of the construction or materials, if any, incorporated into the Assets;
  - (xiii) the manner, quality, state of repair or lack of repair of the Assets;
  - (xiv) the existence of soil instability, past soil repairs, susceptibility to landslides, sufficiency of under-shoring, sufficiency of drainage, or any other matter affecting the stability or integrity of the Assets or any structures or improvements situated thereon;
  - (xv) whether the Assets are located in a seismic hazards zone or a flood hazard zone;
  - (xvi) the presence of pests and any damage to the Assets and/or its improvements that may have occurred as a result;
  - (xvii) the nature and quantum of the Assumed Liabilities; or
  - (xviii) any other matter with respect to the Assets.
- (b) The Purchaser acknowledges that the release and disclaimer described in this Article 6 is intended to be very broad and, except for its express rights under this Agreement, the Purchaser expressly waives and relinquishes any rights or benefits it may have under any Applicable Law designed to invalidate releases of unknown or unsuspected claims.
- (c) Except for its express rights under this Agreement, the Purchaser hereby waives all rights and remedies (whether now existing or hereinafter arising and including all common law, tort, contractual and statutory rights and remedies) against the Vendor, its Affiliates and their respective Representatives in respect of the Assets and any representations or statements made or information or data furnished to the Purchaser or its Representatives in connection herewith (whether made or furnished orally or by electronic, faxed, written or other means). Such waiver is absolute, unlimited, and includes, but is not limited to, waiver of express warranties, implied warranties, any warranties contained in the *Sale of Goods Act* (Alberta), the *Sale of Goods Act* (British Columbia) (or similar applicable statutes, all as may be amended, repealed or replaced), warranties of fitness for a particular use, warranties of merchantability, warranties of occupancy, strict liability and claims of every kind and type, including claims regarding defects, whether or not discoverable or latent, product liability claims, or similar claims, and all other claims that may be later created or conceived in strict liability or as strict liability type claims and rights.

## **ARTICLE 7 RISK AND COSTS AND INSURANCE**

### **7.1 Risk and Costs**

Except as otherwise provided for in this Agreement, the Assets will be at the sole risk and responsibility of the Vendor until the Closing Date, and thereafter at the sole risk and responsibility of the Purchaser.



## 7.2 Insurance

Any property, liability and other insurance maintained by the Vendor in relation to the Assets, to the extent applicable, shall not be transferred at Closing, but shall remain the responsibility of the Vendor until the Closing Date. The Purchaser shall be responsible for placing its own property, liability and other insurance coverage with respect to the Assets in respect of the period from and after 12:01 a.m. on the Closing Date.

## ARTICLE 8 INDEMNIFICATION

### 8.1 Indemnification Given by Purchaser

If Closing occurs, the Purchaser shall:

- (a) be liable to the Vendor, its Affiliates and their respective Representatives for; and
- (b) as a separate covenant, indemnify and save harmless the Vendor, its Affiliates and their respective Representatives from and against;

all Losses and Liabilities suffered, sustained, paid or incurred by the Vendor, its Affiliates and/or their respective Representatives related to or in connection with the Assets and the Assumed Liabilities, including: (i) all Losses and Liabilities attributable to the ownership, operation, use, construction or maintenance of the Assets during the period following the Closing Date; (ii) all Losses and Liabilities arising or accruing on or after the Closing Date under any Assumed Contract, including any and all Cure Costs; and (iii) any other Losses and Liabilities for which the Purchaser has otherwise agreed to indemnify the Vendor pursuant to this Agreement, including pursuant to Section 9.2. The Purchaser's indemnity obligations set forth in this Section 8.1 shall survive the Closing Date indefinitely pursuant to Section 14.3.

### 8.2 Third Party Claims

- (a) If any of the Vendor, its Affiliates or any of their respective Representatives receives written notice of the commencement or assertion of any Third Party Claim for which the Purchaser is liable pursuant to this Agreement (or has otherwise agreed to indemnify the Vendor, its Affiliates or their respective Representatives against), the Vendor shall give the Purchaser reasonably prompt notice thereof, but in any event no later than ten (10) days after receipt of such notice of such Third Party Claim. Such notice to the Purchaser shall describe the Third Party Claim in reasonable detail and shall indicate, if reasonably practicable, the estimated amount (or the method of computation of the amount) of the Losses and Liabilities that has been or may be sustained by the Vendor, its Affiliates or their respective Representatives, respectively, and a reference to the provisions of this Agreement, or other applicable document, upon which such claim is based.
- (b) The Purchaser may assume the carriage and control of the defence of any Third Party Claim by giving notice to that effect to the Vendor, not later than ten (10) days after receiving notice of that Third Party Claim (the "**Notice Period**") so long as: (i) the Purchaser first acknowledges to the Vendor, in writing, liability to the Vendor, its Affiliates and/or their respective Representatives, under this Agreement with respect to such Third Party Claim and that the outcome of such Third Party Claim does not alter or diminish the Purchaser's obligation to indemnify the Vendor, its Affiliates and/or their respective Representatives, pursuant to this Agreement, subject to the Purchaser's right to contest in good faith the

Third Party Claim; (ii) the Purchaser has the financial resources to defend against the Third Party Claim and fulfill any indemnification obligations and has provided the Vendor, its Affiliates and/or their respective Representatives, with evidence thereof; (iii) the Third Party Claim involves monetary damages; and (iv) the Purchaser thereafter pursues the defence or settlement of the Third Party Claim actively and diligently. The Purchaser's right to do so shall be subject to the rights of any insurer or other third party who has potential liability in respect of that Third Party Claim. The Purchaser shall pay all of its own expenses of participating in or assuming such defence. In the event that the Purchaser elects to assume the carriage and control of the defence of a Third Party Claim pursuant to this Section 8.2(b), then the Vendor shall, or shall cause its Affiliates and/or their respective Representatives to, cooperate in good faith in the defence of each Third Party Claim and may participate in such defence assisted by counsel of its own choice at its own expense.

- (c) If the Vendor has not received notice within the Notice Period that the Purchaser has elected to assume the carriage and control of the defence of such Third Party Claim in accordance with Section 8.2(b), or if the Purchaser has given such notice but thereafter fails or is unable to pursue the defence or settlement of such Third Party Claim actively and diligently, the Vendor, its Affiliates and/or their respective Representatives, may, at their option, elect to settle or compromise the Third Party Claim on terms of its choosing, or assume such defence assisted by counsel of its own choosing, and the Purchaser shall be liable for all reasonable costs and expenses paid or incurred in connection therewith and any Losses and Liabilities suffered or incurred by the Vendor, its Affiliates and/or their Representatives with respect to such Third Party Claim.

### **8.3 Failure to Give Timely Notice**

Notwithstanding that time is of the essence, a failure to give timely notice as provided in this Article 8 shall not affect the rights or obligations of any Party except and only to the extent that, as a result of such failure, any Party which was entitled to receive such notice was deprived of its right to recover any payment under any applicable insurance coverage or was otherwise prejudiced as a result of such failure.

### **8.4 No Merger**

There shall not be any merger of any liability or indemnity hereunder in any assignment, conveyance, transfer or document delivered pursuant hereto notwithstanding any rule of law, equity or statute to the contrary and all such rules are hereby waived.

### **8.5 Third Party Beneficiary**

The Vendor's Representatives and the Vendor's Affiliates, and all of their respective Representatives are intended third party beneficiaries of this Article 8 and shall have the right, power and authority to enforce the provisions hereof as though they were each a party hereto. The Purchaser further agrees to execute such agreements as may be reasonably requested by such Persons in connection with these provisions that are consistent with this Article 8 or that are reasonably necessary to give further effect thereto.

**ARTICLE 9  
ENVIRONMENTAL MATTERS**

**9.1 Acknowledgements Regarding Environmental Condition**

The Purchaser acknowledges that, insofar as the environmental condition of the Assets is concerned, it will acquire the Assets pursuant hereto on an "as is, where is" basis. The Purchaser acknowledges that it is familiar with the condition of the Assets, including the past and present use of the Lands and the Tangibles, that the Vendor has provided the Purchaser with a reasonable opportunity to inspect the Assets at the sole cost, risk and expense of the Purchaser (insofar as the Vendor could reasonably provide such access) and that the Purchaser is not relying upon any representation or warranty of the Vendor, its Affiliates or any of their respective Representatives as to the environmental condition of the Assets, or any Environmental Liabilities or Abandonment and Reclamation Obligations in respect thereof.

**9.2 Assumption of Environmental Liabilities**

If Closing occurs, the Purchaser shall:

- (a) be liable to the Vendor, its Affiliates and their respective Representatives for; and
- (b) as a separate covenant, indemnify and save harmless the Vendor, its Affiliates and their respective Representatives from and against;

all Losses and Liabilities suffered, sustained, paid or incurred by the Vendor, its Affiliates or their respective Representatives as a result of any matter or thing arising out of, attributable to or connected with any Environmental Liabilities or any Abandonment and Reclamation Obligations. Once Closing has occurred, the Purchaser shall be solely responsible for all Environmental Liabilities and all Abandonment and Reclamation Obligations as between the Vendor (on one hand) and the Purchaser (on the other hand) including whether occurring or accruing prior to, on or after the Closing Date, and hereby releases the Vendor, its Affiliates and their respective Representatives from any claims the Purchaser may have against the Vendor with respect to all such Environmental Liabilities and Abandonment and Reclamation Obligations. Without restricting the generality of the foregoing, the Purchaser shall be responsible for all Environmental Liabilities and Abandonment and Reclamation Obligations (including whether occurring or accruing prior to, on or after the Closing Date) in respect of all Wells and Tangibles.

**ARTICLE 10  
COVENANTS**

**10.1 Conduct of Business Until Closing**

- (a) Until the Closing Date, the Vendor shall provide the Purchaser with all access to the Assets as reasonably required by the Purchaser in order to allow for and assist the Purchaser with an orderly passing of the Assets to the Purchaser following Closing in accordance herewith.
- (b) The access to the Assets to be afforded to the Purchaser and its Representatives pursuant to this Section 10.1 will be subject to the Assumed Contracts and all of the Vendor's site entry protocols, health, safety and environmental rules, policies and procedures. Further, the Purchaser acknowledges and agrees that it shall:

- (i) be solely liable and responsible for any and all Losses and Liabilities which the Vendor, its Affiliates or their respective Representatives may suffer, sustain, pay or incur; and
- (ii) as a separate covenant, indemnify and save harmless the Vendor, its Affiliates and their respective Representatives harmless from any and all Claims or Losses and Liabilities whatsoever which may be brought against, suffered by or incurred by the Vendor, its Affiliates or their respective Representatives;

arising out of, resulting from, attributable to or in any way connected with any access provided to the Purchaser or its Representatives pursuant to this Section 10.1.

## 10.2 ROFRs

- (a) The Purchaser acknowledges that it shall be responsible for conducting such separate investigation of the Assets as the Purchaser has determined is appropriate with respect to the identification of ROFRs applicable to the Assets as soon as is reasonably practicable after the date hereof. The Purchaser shall indemnify Losses and Liabilities suffered, sustained, paid or incurred by the Vendor, its Affiliates or their respective Representatives as a result of any failure by the Purchaser to identify ROFRs applicable to the Assets or any Third Party Claim relating to the allocation of the value of a ROFR to be determined by the Purchaser in accordance with Section 10.2(b)(i), as applicable.
- (b) If the Purchaser has identified any ROFRs pursuant to Section 10.2(a):
  - (i) promptly following the identification of Assets which are the subject of ROFRs, the Purchaser shall prepare and provide the Vendor with ROFR notices to be issued in respect of such ROFRs, which shall include the Purchaser's bona fide allocation of the amount of the Purchase Price attributable to each of such Assets which are subject to a ROFR;
  - (ii) the Vendor shall courier ROFR notices to the Third Parties holding such ROFRs promptly following the receipt of the same from the Purchaser; and
  - (iii) to the extent the Purchaser is not copied directly on a response from a Third Party ROFR holder, the Vendor shall notify the Purchaser in writing forthwith upon each Third Party exercising or waiving such a ROFR.
- (c) If any such Third Party elects to exercise such a ROFR, then:
  - (i) the definition of Assets shall be deemed to be amended to exclude those Assets in respect of which the ROFR has been exercised;
  - (ii) such Assets shall not be conveyed to the Purchaser;
  - (iii) any proceeds received by the Vendor from a Third Party in respect of the sale and conveyance of any Assets which are subject to a ROFR shall be deemed to not constitute Assets for the purposes of this Agreement; and
  - (iv) the Purchase Price shall not be subject to any reduction in the event of the exercise of any such ROFR by a Third Party.

- (d) In the event that a Third Party exercises a ROFR and is then unable or unwilling to enter into a conveyance agreement with the Vendor for the relevant Assets, the Purchaser agrees to accept a conveyance of such Assets under the same terms and conditions as this Agreement to whatever extent possible.
- (e) Closing shall not be delayed even though certain of the ROFRs are outstanding and capable of exercise by the holders thereof as of the Closing Date (such ROFRs being referred to as "**Outstanding ROFRs**"). In such case, the following procedures shall apply:
  - (i) the Parties shall proceed with Closing (for greater certainty without any reduction in the Purchase Price for the Outstanding ROFRs, and without variation of any other terms or conditions of this Agreement);
  - (ii) the Purchaser shall have (as of the Closing Date) prepared all Specific Conveyances and other closing documentation required for the sale of the Assets subject to the Outstanding ROFRs (the "**Outstanding ROFR Assets**");
  - (iii) if an Outstanding ROFR is exercised by a Third Party, the Vendor will promptly notify the Purchaser thereof in writing, the Specific Conveyances and other closing documentation related to such Outstanding ROFR Assets will be of no force or effect and shall be destroyed by the Purchaser, and the provisions of Section 10.2(c) shall apply to the Assets which are the subject of the Outstanding ROFR being exercised by the Third Party, *mutatis mutandis*; and
  - (iv) if after Closing an Outstanding ROFR is extinguished by lapse of time, waiver or otherwise (other than as a result of being exercised), the Vendor will promptly notify the Purchaser thereof in writing and promptly deliver copies of the Specific Conveyances and closing documentation previously prepared to the Purchaser, and such documentation shall be effective and the sale of such Outstanding ROFR Assets to Purchaser pursuant hereto shall be deemed to have closed on the Closing Date.

### 10.3 Document Review

Prior to Closing, the Vendor shall provide Purchaser with reasonable access to the Title Documents and other Miscellaneous Interests in the possession or under the control of Vendor for the purpose of verifying the continued validity and effect of the Title Documents, the identification of Assets the subject of ROFRs, the preparation of Specific Conveyances and other matters related to this Agreement and the Transaction.

## ARTICLE 11 CONDITIONS

### 11.1 Mutual Conditions

The respective obligations of the Parties to complete the purchase and sale of the Assets are subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

- (a) the Court shall have granted the Approval and Vesting Order and the Approval and Vesting Order shall be a Final Order;

- (b) no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable order or Applicable Law subsequent to the date hereof which has the effect of: (i) making any of the transactions contemplated by this Agreement illegal; or (ii) otherwise prohibiting, preventing or restraining the Vendor from the sale of the Assets; and
- (c) the Closing is not otherwise prohibited by Applicable Law;

The foregoing conditions are for the mutual benefit of the Vendor and the Purchaser and may be asserted by the Vendor or the Purchaser regardless of the circumstances and may be waived only with the agreement of the Vendor and the Purchaser.

### **11.2 Conditions for the Benefit of the Purchaser**

The obligation of the Purchaser to complete the purchase of the Assets is subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

- (a) all representations and warranties of the Vendor contained in Section 5.1 of this Agreement shall be true and correct in all material respects as at the Closing Date with the same force and effect as if made at and as of such time;
- (b) the Vendor shall have complied with and performed, in all material respects, all of its covenants and obligations contained in this Agreement; and
- (c) the Vendor shall have executed and delivered or caused to have been executed and delivered to the Purchaser at or before the Closing all the documents contemplated in Section 12.2.

The foregoing conditions are for the exclusive benefit of the Purchaser and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Purchaser may have.

### **11.3 Conditions for the Benefit of the Vendor**

The obligation of the Vendor to complete the sale of the Assets is subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

- (a) all representations and warranties of the Purchaser contained in Section 5.2 of this Agreement shall be true and correct in all material respects as at the Closing Date with the same force and effect as if made at and as of such time;
- (b) the Purchaser shall have complied with and performed in all material respects all of its covenants and obligations contained in this Agreement;
- (c) the Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendor at or before the Closing all the documents contemplated in Section 12.3; and
- (d) the Vendor has not lost its ability to convey the Assets due to the appointment of a receiver or a receiver-manager, an order of the Court or otherwise pursuant to the CCAA Proceedings, provided such order or other action is pursuant to the CCAA Proceedings or is not at the voluntary initiative of the Vendor.

The foregoing conditions are for the exclusive benefit of the Vendor and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Vendor may have.

#### **11.4 Satisfaction of Conditions**

Each of the Parties shall proceed diligently and in good faith and use all commercially reasonable efforts to fulfill and assist in the fulfillment of the conditions set forth in Sections 11.1, 11.2 and 11.3. In addition, each of the Parties agrees not to take any action that could reasonably be expected to preclude, delay or have an adverse effect on the Transaction or would render, or may reasonably be expected to render, any representation or warranty made by it in this Agreement untrue in any material respect.

#### **11.5 Monitor's Certificate**

When the conditions to Closing set out in Sections 11.1, 11.2 and 11.3 have been satisfied and/or waived by the each of the Vendor and the Purchaser, as applicable, the Vendor and the Purchaser will each deliver to the Monitor written confirmation: (a) that such conditions of Closing, as applicable, have been satisfied and/or waived; and (b) of the amount of the Transfer Taxes and Cure Costs to be paid on Closing (in each case, to the extent applicable), in substantially the form of Schedule D (the "**Conditions Certificates**"). Upon receipt by the Monitor of: (i) confirmation of payment of the balance of the Purchase Price (less the Deposit) to be paid on Closing has been received by the Vendor; (ii) confirmation of payment of applicable Transfer Taxes to be paid on Closing have been paid to the Vendor (or evidence of an agreement to pay all Transfer Taxes by the Purchaser to any relevant Governmental Authorities or counterparty); and (iii) each of the Conditions Certificates, the Monitor shall: (A) issue forthwith its Monitor's Certificate concurrently to the Vendor and the Purchaser, at which time the Closing will be deemed to have occurred; and (B) file as soon as practicable a copy of the Monitor's Certificate with the Court (and shall provide a true copy of such filed certificate to the Vendor and the Purchaser). In the case of (A) and (B), above, the Monitor will be relying exclusively on the basis of the Conditions Certificates and without any obligation whatsoever to verify the satisfaction or waiver of the applicable conditions.

### **ARTICLE 12 CLOSING**

#### **12.1 Closing Date and Place of Closing**

Subject to the conditions set out in this Agreement, the Transaction shall close and be completed on the Closing Date, or at such other time as the Parties may agree in writing.

#### **12.2 Deliveries on Closing by the Vendor**

The Vendor shall deliver (or cause to be delivered) to the Purchaser on or before the Closing Date:

- (a) a Court certified copy of the Approval and Vesting Order;
- (b) a certificate of the Vendor confirming the accuracy of the matters provided for in Sections 11.2(a) and 11.2(b);
- (c) a written joint direction, duly executed by the Vendor, instructing the Monitor that the Deposit is to be released in accordance with 3.3(b)(i);

- (d) the General Conveyance, Assignment and Assumption Agreement duly executed by the Vendor; and
- (e) any other deeds, conveyances, assurances, transfers, assignments, instruments, documents, resolutions and certificates as are referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement.

### **12.3 Deliveries on Closing by the Purchaser**

The Purchaser shall deliver (or cause to be delivered) to the Vendor's Solicitor on or before the Closing Date:

- (a) payment of the Purchase Price in accordance with Section 3.3(b);
- (b) payment of all Transfer Taxes payable on Closing to the Vendor or the Vendor's Solicitors (or evidence of self-assessment and payment by the Purchaser thereof to the relevant Governmental Authorities);
- (c) a certificate of the Purchaser confirming the accuracy of the matters provided for in Sections 11.3(a) and 11.3(b);
- (d) a written joint direction, duly executed by the Purchaser, instructing the Monitor that the Deposit is to be released in accordance with 3.3(b)(i);
- (e) the General Conveyance, Assignment and Assumption Agreement duly executed by the Purchaser; and
- (f) any other deeds, conveyances, assurances, transfers, assignments, instruments, documents, resolutions and certificates as are referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

## **ARTICLE 13 TERMINATION**

### **13.1 Grounds for Termination**

This Agreement may be terminated at any time prior to Closing:

- (a) by the mutual written agreement of the Vendor and the Purchaser, provided however that if this Agreement has been approved by the Court, any such termination shall require either the consent of the Monitor or the approval of the Court;
- (b) by the Purchaser, upon written notice to the Vendor, if there has been a material breach by the Vendor of any material representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Purchaser, and: (i) such breach is not curable and has rendered the satisfaction of any condition in Section 11.2 impossible by the Outside Date; or (ii) if such breach is curable, the Purchaser has provided prior written notice of such breach to the Vendor, and such breach has not been cured within ten (10) days (or, if not curable within ten (10) days, such longer period as is reasonable under the circumstances, not to exceed thirty (30) days) following the date upon which the Vendor received such notice;



- (c) by the Purchaser, upon written notice to the Vendor, any time after the Outside Date, if (A) the Court Approval has not been obtained, or (B) the Closing has not occurred by the Outside Date and such failure to close was not caused by or as a result of the Purchaser's breach of this Agreement;
- (d) by the Vendor, upon written notice to the Purchaser, if there has been a material breach by the Purchaser of any material representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Vendor, and: (i) such breach is not curable and has rendered the satisfaction of any condition in Section 11.3 impossible by the Outside Date; or (ii) if such breach is curable, the Vendor has provided prior written notice of such breach to the Purchaser, and such breach has not been cured within ten (10) days (or, if not curable within ten (10) days, such longer period as is reasonable under the circumstances, not to exceed thirty (30) days) following the date upon which the Purchaser received such notice; or
- (e) by the Vendor, upon written notice to the Purchaser, any time after the Outside Date, if (A) the Court Approval has not been obtained, or (B) the Closing has not occurred by the Outside Date and such failure to close was not caused by or as a result of the breach of this Agreement by the Vendor.

### **13.2 Effect of Termination**

Notwithstanding any termination of this Agreement as permitted under Section 13.1, or as otherwise provided for in this Agreement, the provisions of Sections 3.3 (Deposit), 14.1 (Public Announcements), 14.4 (Governing Law), 14.5 (Consequential Damages), 14.11 (Costs and Expenses) and 14.15 (Third Party Beneficiaries) shall remain in full force and effect following any such permitted termination, and the Deposit shall be governed by Section 3.3.

## **ARTICLE 14 GENERAL**

### **14.1 Public Announcements**

- (a) Subject to Section 14.1(b), if a Party intends to issue a press release or other public disclosure of this Agreement, the terms hereof or the Transaction, the disclosing Party shall provide the other Parties with an advance copy of any such press release or public disclosure with sufficient time to enable the other Parties to review such press release or other public disclosure and provide any comments. The disclosing Party shall not issue such press release or other public disclosure without the prior written consent of the other Parties, such consent not to be unreasonably withheld.
- (b) Notwithstanding Section 14.1(a): (i) this Agreement may be filed by the Vendor with the Court; and (ii) the Transaction may be disclosed by the Vendor to the Court, subject to redacting confidential or sensitive information as permitted by Applicable Law. The Parties further agree that:
  - (i) the Vendor may prepare and file reports and other documents with the Court containing references to the Transaction and the terms of the Transaction;
  - (ii) the Vendor may forward a copy of this Agreement and all related documentation to the Orphan Well Association and its Representatives, agents, legal counsel and

financial advisors, and may further advise such Persons of the existence and nature of any discussions and negotiations in relation thereto or in relation to the Transaction; provided that the Orphan Well Association and its Representatives agree in advance to be bound by any confidentiality undertakings or similar confidentiality requirements reasonably requested by the Vendor; and

- (iii) the Vendor and its professional advisors may prepare and file such reports and other documents with the Court containing references to the Transaction contemplated by this Agreement and the terms of such Transaction as may reasonably be necessary to obtain the Court Approval and to complete the Transaction contemplated by this Agreement or to comply with their obligations to the Court.

#### **14.2 Dissolution of Vendor**

The Purchaser acknowledges and agrees that nothing in this Agreement shall operate to prohibit or diminish in any way the right of the Vendor or any of its Affiliates to cause the dissolution or wind-up of any of the Vendor subsequent to the Closing Date, or otherwise cause or allow the Vendor to cease operations in any manner or at any time subsequent to the Closing Date as the Vendor may determine in its sole discretion, which may be exercised without regard to the impact any such action may have on the Vendor's ability to fulfil its obligations under this Agreement that survive Closing.

#### **14.3 Survival**

Upon Closing, the obligations, covenants, representations and warranties of the Parties set out in this Agreement shall expire, be terminated and extinguished and of no further force or effect, provided that notwithstanding the Closing contemplated hereunder or the delivery of documents pursuant to this Agreement, the obligations and covenants of the Parties set out in Section 2.3 (Licence Transfers), Section 2.4 (Specific Conveyances), Section 2.5 (Post-Closing Maintenance of Assets, Section 5.3 (Enforcement of Representations and Warranties), Section 10.2 (ROFRs) and Article 4 (Transfer Taxes), Article 6 ("As Is, Where Is" and No Additional Representations and Warranties), Article 8 (Indemnification), Article 9 (Environmental Matters) and Article 14 (General), shall survive Closing, shall remain in full force and effect, shall not merge as a result of Closing and shall be binding on the Parties indefinitely thereafter except as expressly stated to the contrary therein or otherwise in accordance with Applicable Laws.

#### **14.4 Governing Law**

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, and the federal laws of Canada applicable therein (excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction). The Parties consent to the jurisdiction and venue of the courts of Alberta for the resolution of any such dispute arising under this Agreement.
- (b) Notwithstanding Section 14.4(a), any and all documents or orders that may be filed, made or entered in the CCAA Proceedings, and the rights and obligations of the Parties thereunder, including all matters of construction, validity and performance thereunder, shall in all respects be governed by, and interpreted, construed and determined in accordance with the laws of the Province of Alberta. The Parties consent to the jurisdiction and venue of the Court, as applicable, for the resolution of any such disputes, regardless of whether such disputes arose under this Agreement. Each Party agrees that service of

process on such Party as provided in Section 14.13 shall be deemed effective service of process on such Party.

#### **14.5 Consequential Damages**

Under no circumstance shall any of the Parties, their Representatives or their respective directors, officers, employees or agents be liable for any punitive, exemplary, consequential or indirect damages (including for greater certainty, any loss of profits) (collectively, "**Consequential Damages**") that may be alleged to result, in connection with, arise out of, or relate to this Agreement or the Transaction, other than Consequential Damages for which the Purchaser is liable as a result of a Third Party Claim (which liability shall be subject to and recoverable under Article 8 (Indemnification)). For greater certainty, the Parties agree that none of the Parties, their respective Affiliates or their respective Representatives shall be liable for any lost profits whatsoever, whether such lost profits are considered to be direct, consequential or indirect losses, and regardless of whether such lost profits were foreseeable by the Parties at any time or whether such lost profits were the direct and natural result of a Party's breach of its obligations under this Agreement.

#### **14.6 Further Assurances**

Each of the Parties from and after the date hereof shall, from time to time, and at the request and expense of the Party requesting the same, do all such further acts and things and execute and deliver such further instruments, documents, matters, papers and assurances as may be reasonably requested to complete the Transaction and for more effectually carrying out the true intent and meaning of this Agreement.

#### **14.7 Assignment**

The Purchaser shall not, without the Vendor's prior written consent, assign any right or interest in this Agreement, which consent may be withheld in the Vendor's sole and absolute discretion, except that the Purchaser shall have the right to assign any or all of its rights, interests or obligations hereunder to one or more Affiliates of the Purchaser, provided that: (a) such Affiliate agrees to be bound by the terms of this Agreement; (b) the Purchaser shall remain liable hereunder for any breach of the terms of this Agreement by such Affiliate; (c) such assignment shall not release the Purchaser from any obligation or liability hereunder in favour of the Vendor; and (d) the Purchaser shall acknowledge and confirm its continuing obligations in favour of the Vendor in an assignment and assumption agreement in form and substance satisfactory to the Vendor.

#### **14.8 Waiver**

No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver by any Party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained herein shall take effect or be binding upon that Party unless the waiver is expressed in writing under the authority of that Party. Any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

#### **14.9 Amendment**

This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party.

#### **14.10 Time of the Essence**

Time is of the essence in this Agreement.

#### **14.11 Costs and Expenses**

Unless otherwise provided for in this Agreement, each Party shall be responsible for all costs and expenses (including the fees and disbursements of legal counsel, bankers, investment bankers, accountants, brokers and other advisors) incurred by it in connection with this Agreement and the Transaction. Notwithstanding any other provision of this Agreement, the Purchaser shall pay the cost of all surveys, title insurance policies and title reports ordered by the Purchaser.

#### **14.12 Entire Agreement**

This Agreement and the Confidentiality Agreement (the terms and conditions of which are incorporated by reference into this Agreement, and binding upon the Parties, as if such agreement were signed directly by the Parties) constitute the entire agreement between the Parties with respect to the subject matter hereof and cancel and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof. There are no conditions, covenants, agreements, representations, warranties or other provisions, whether oral or written, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof other than those contained in this Agreement or in the Confidentiality Agreement.

#### **14.13 Notices**

Any notice, direction or other communication given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier or electronic mail and addressed:

- (a) in the case of the Vendor:

AlphaBow Energy Ltd.  
Suite 300, 708-11<sup>th</sup> Avenue S.W.  
Calgary, AB T2R OE4

Attention: Ben Li  
Email: benli@alphabowenergy.com

With a copy, which shall not constitute notice, to the Vendor's Solicitors:

Bennett Jones LLP  
4500, 855 - 2<sup>nd</sup> Avenue S.W.  
Calgary, AB T2P 4K7

Attention: Keely Cameron; Kristos Iatridis  
Email: cameronk@bennettjones.com; iatridisk@bennettjones.com

(b) In the case of the Purchaser:

Ember Resources Inc.  
800, 400 - 3<sup>rd</sup> Avenue S.W.  
Calgary, AB T2P 4H2

Attention: Land Manager  
Email: mineral\_land@emberresources.com

A notice is deemed to be given and received if: (i) sent by personal delivery or courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day; or (ii) email, on the date of transmission if it is a Business Day and the transmission was made prior to 4:00 p.m. (local time in place of receipt), and otherwise on the next Business Day. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a notice will be assumed not to be changed. **Sending a copy of a notice to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice to that Party. The failure to send a copy of a notice to legal counsel does not invalidate delivery of that notice to a Party.**

#### **14.14 Enurement**

This Agreement shall be binding upon, and enure to the benefit of, the Parties and their respective successors and permitted assigns.

#### **14.15 Third Party Beneficiaries**

Except as otherwise provided for in this Agreement, each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the Parties and their successors and permitted assigns and, except as otherwise provided for in this Agreement, no Person, other than the Parties and their successors and permitted assigns shall be entitled to rely on the provisions hereof in any action, suit, proceeding, hearing or other forum. The Purchaser acknowledges to the Vendor, its Affiliates and their respective Representatives their direct rights against the Purchaser under this Agreement. To the extent required by Applicable Law to give full effect to these direct rights, the Purchaser agrees and acknowledges that the Vendor is acting as agent and/or as trustee of its Representatives, its Affiliates and their respective Representatives.

#### **14.16 Severability**

If any provision of this Agreement or any document delivered in connection with this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction shall not affect such provision validity or enforceability in any other jurisdiction.

#### **14.17 Counterparts**


This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by facsimile or

other electronic means of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

**[THE BALANCE OF THIS PAGE INTENTIONALLY BLANK]**

**IN WITNESS WHEREOF** this Agreement has been properly executed by the Parties as of the date first above written.

**ALPHABOW ENERGY LTD.**

Per:  Signed by:  
F151FF4C8A774EE...  
Name: Ben Li  
Title: Chief Executive Officer

**EMBER RESOURCES INC.**

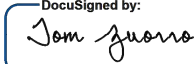
Per: \_\_\_\_\_  
Name: Tom Zuorro  
Title: Vice President, Land

**IN WITNESS WHEREOF** this Agreement has been properly executed by the Parties as of the date first above written.

**ALPHABOW ENERGY LTD.**

Per: \_\_\_\_\_  
Name: Ben Li  
Title: Chief Executive Officer

**EMBER RESOURCES INC.**

Per:  \_\_\_\_\_  
Name: Tom Zuorro  
Title: Vice President, Land



**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  
Royalty Information: Yes  
Well Information: No  
Remarks: No  
Acreage: No

### 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		Gross				
Mineral Int	Operator / Payor		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:	Div:	Prod/Sales:	
		S/S OIL: Min:		Min:		Prod/Sales:	
		Other Percent:				Prod/Sales:	
	Paid to: ROYPTD (C)			Paid by: WI	(C)		
	ALPHABOW ENERGY	50,00000000		CANSTONE ENER		25,00000000	
	TAGA NORTH	50,00000000		EMBER RESOURCES		75,00000000	
	<b>PERMITTED DEDUCTIONS -</b>						
	CALCULATED SAME AS ALTA, GROWN						
				<b>Royalty / Encumbrances</b>			
	Royalty Type		Product Type	Sliding Scale	Convertible	% of Prod/Sales	
	LESSOR ROYALTY		NATURAL GAS	Y	N	100.00000000	% of PROD
	Roy Percent:						
	Deduction: STANDARD			Min Pay:		Prod/Sales:	
	Gas: Royalty:		Max:	Div:		Prod/Sales:	
	S/S OIL: Min:			Min:		Prod/Sales:	
	Other Percent:						
	Paid to: PAIDTO (R)			Paid by: WI	(C)		
	MINISTER OF FI.	100,00000000		CANSTONE ENER		25,00000000	
				EMBER RESOURCES		75,00000000	

M21809 PNLSE CR Eff: Jan 02, 1975 256.000 C05036 B No WI Area: TWINING

**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:	Min Pay:			Prod/Sales:
	S/S OIL: Min:	Div:			Prod/Sales:
	Other Percent:	Min:			Prod/Sales:
	Paid to: ROYPDTO (C)	Paid by: WI		(C)	
	ALPHABOW ENERGY	CANSTONE ENER			25,000,000,000
	TAGA NORTH	EMBER RESOURCES			75,000,000,000

**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:	Min Pay:			Prod/Sales:
S/S OIL: Min:				

**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** 100.000000000 % 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**

\*\*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)	*	*
M21909	WI	WI	256,000	ALPHABOW ENERGY	100,000,000,000		TWP 031 RGE 25 W4M 9 CBM IN HORSESHOE_CANYON
Sub: B	Exp: Jan 02, 1985						
A	Ext: 15		256,000				
	ALPHABOW ENERGY		Total Rental: 0.00				
100.00000000	ALPHABOW ENERGY	Count Acreage = No					----- Related Contracts ----- C04844 A P&S Oct 18, 2017 (I)

(cont'd)

**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:				
S/S OIL: Min:				
Other Percent:				
Paid to: PAIDTO (R)				
MINISTER OF FI.	100,000,000,000			
Paid by: PAIDBY (R)				
ALPHABOW ENERGY	100,000,000,000			

File Number	Lse Type	CR	Eff:	Nov 20, 1969	A	No	WI
File Status	Int Type / Lse No/Name	Operator / Payor	Exp:	Nov 20, 1979	EMBER RESOURCES	100,000,000,000	
M21910	PNGLSE	CR					Area : TWINING
Sub: B	ROY						TWP 031 RGE 25 W4M 20
A	21043		Ext: 15				PNG TO BASE BELLY_RIVER
	EMBER RESOURCES		Total Rental: 896.00				----- Related Contracts ----- C04844 A P&S Oct 18, 2017 (I) C05072 A FO Apr 30, 2003
100.00000000	EMBER RESOURCES						

**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	Net	Doi Partner(s)	*	*
Mineral Int						Lease Description / Rights Held

(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 Min Pay: Prod/Sales:  
 S/S OIL: Min: 5.000000000 Max: 12.500000000 Div: 150.000000 Prod/Sales:  
 Other Percent: 15.000000000 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 100.000000000 % of PROD  
 Roy Percent: STANDARD  
 Deduction: STANDARD  
 Gas: Royalty: Prod/Sales:  
 S/S OIL: Min: 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 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 Total Rental: 672.00  
 100.000000000 EMBER RESOURCES  
 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**

\*\*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	C	Status	Hectares	Net	Hectares	Net
					C05072 A	FO
						Apr 30, 2003

(cont'd)

Royalty / Encumbrances		
Product Type	Sliding Scale	
Convertible	% of Prod/Sales	
ALL	Y	N 25.00000000 % of PROD

<Linked> Royalty Type  
C05072 A GROSS OVERRIDE ROYALTY  
Roy Percent: UNKNOWN  
Deduction: UNKNOWN  
Gas: Royalty: 15.00000000  
S/S OIL: Min: 5.00000000 Max: 12.50000000 Div: 150.000000  
Other Percent: 15.00000000

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

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 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 (C)  
EMBER RESOURCES 100.000000000

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

# ALPHABOW ENERGY LTD. Mineral Property Report

Report Date: Nov 11, 2024  
Page Number: 8

\*\*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

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

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

<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of PROD
<b>Roy Percent:</b>				
Deduction: STANDARD				
Gas: Royalty:				
S/S OIL: Min:				
Other Percent:				
Max:				
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
File Status	Int Type / Lse No/Name		Gross			
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	Lease Description / Rights Held

(cont'd)

M21910	D	MINISTER OF FI.	100.000000000	EMBER RESOURCES	100.000000000	
M22702	PNGLSE	CR	256.000			WI
Sub: A	WI	Eff: Jul 25, 2002	256.000	ALPHABOW ENERGY	100.000000000	Area : TWINING
A	0402070386	Exp: Jul 24, 2007	256.000			TWP 033 RGE 26 W4M 6
	ALPHABOW ENERGY	Ext: 15		Total Rental: 896.00		PNG TO BASE BELLY_RIVER
	ALPHABOW ENERGY					EXCL CBM IN HORSESHOE_CANYON
----- 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:				
Min Pay: Prod/Sales:				
Div: Prod/Sales:				
Max: Prod/Sales:				
Min: Prod/Sales:				
Paid to: PAIDTO (R)				
MINISTER OF FI.	100.000000000			
Paid by: WI (M)				
ALPHABOW ENERGY	100.000000000			

M22702	PNGLSE	CR	256.000			WI
Sub: B	WI	Eff: Jul 25, 2002	256.000	ALPHABOW ENERGY	100.000000000	Area : TWINING
A	0402070386	Exp: Jul 24, 2007	256.000			TWP 033 RGE 26 W4M 6
	ALPHABOW ENERGY	Ext: 15		Total Rental: 0.00		CBM IN HORSESHOE_CANYON
	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**

\*\*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      Prod/Sales:  
 Gas: Royalty:      Min Pay:      Div:      Prod/Sales:  
 S/S OIL: Min:      Max:      Min:      Prod/Sales:  
 Other Percent:                                         Prod/Sales:  
 Paid to: DEPOSITO(M)      Paid by: WI      (M)  
 PRAIRIESKY      100.00000000      ALPHABOW ENERGY      100.00000000

PERMITTED DEDUCTIONS - Aug 29, 2012  
 NO  
 NO DEDUCTIONS

M22043      P NGLSE      FH      Eff: Aug 17, 1960      64,000      WI  
 Sub: B      WI      Exp: Aug 16, 1970      64,000      ALPHABOW ENERGY      100.00000000  
 A      PL-2665      Ext: HBP      64,000  
 ALPHABOW ENERGY      Total Rental: 0.00  
 100.00000000      ALPHABOW ENERGY Count Acreage = No  
 Area : FENN BIG VALLEY  
 TWP 036 RGE 21 W4M NE 19  
 CBM IN HORSESHOE\_CANYON  
 ----- 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	N	N	100.00000000	% of SALES	
Roy Percent: 12.50000000						
Deduction: UNKNOWN						
Gas: Royalty:	Max:	Min Pay:			Prod/Sales:	
S/S OIL: Min:		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 C04844 A P&S Oct 18, 2017 (I)  
 Related Contracts

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:  
 Paid to: DEPOSITO(M) WI (M) Prod/Sales:  
 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:  
 S/S OIL: Min:  
 Other Percent:

Min Pay:  
 Div:  
 Min:

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

Paid to: PAIDTO (R)  
 WATSON, ALLEN D 100.00000000  
 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%

## 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	Lease Description / Rights Held
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	100.00000000	TWP 036 RGE 21 W4M S 19
A	WATSON, A.	Ext: HBP		12,800			CBM IN HORSESHOE_CANYON

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

### Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	NATURAL GAS	N	N	100.00000000 % of SALES
Roy Percent:		17.00000000		
Deduction:		UNKNOWN		
Gas: Royalty:				
S/S OIL: Min:				
Other Percent:				
Paid to: PAIDTO (R)				
WATSON, ALLEN D		100.00000000		
Min Pay:				
Div:				
Min:				
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%

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	100.00000000	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 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
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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)  
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%

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

\*\*REPORTED IN HECTARES\*\*

# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M22102

Sub: A

20.00000000 ALPHABOW ENERGY

EXCL CBM IN MANNVILLE

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:	Min Pay:			Prod/Sales:
S/S OIL: Min:	Div:			Prod/Sales:
Other Percent:	Min:			Prod/Sales:

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%

M22102	NGLSE	FH	Eff: Mar 26, 2004	128.000	WI	Area : FENN BIG VALLEY
Sub: B	WI		Exp: Mar 25, 2007	25.600	ALPHABOW ENERGY	TWP 036 RGE 21 W4M S 19
A	WATSON T		Ext: HBP	25.600		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)

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:  
 Paid to: PAIDTO (R)  
 WATSON, THELMA 100.00000000  
 Paid by: WI (M)  
 ALPHABOW ENERGY 100.00000000  
 Prod/Sales:  
 Prod/Sales:  
 Prod/Sales:

**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	100.00000000	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**

Report Date: Nov 11, 2024  
Page Number: 19  
\*\*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: 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: N  
Convertible: N  
% of Prod/Sales: 100.00000000 % of PROD  
Min Pay:  
Div:  
Min:  
Paid by: WI (M)  
ALPHABOW ENERGY 100.000000000  
Prod/Sales:  
Prod/Sales:  
Prod/Sales:

**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: D	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			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)

M22102  
 Sub: D  
 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 PROD  
 Roy Percent: 17.00000000  
 Deduction: UNKNOWN  
 Gas: Royalty:  
 S/S OIL: Min:  
 Other Percent:  
 Min Pay:  
 Div:  
 Min:  
 Paid to: PAIDTO (R)  
 WATSON, THELMA 100.00000000  
 Paid by: WI (M)  
 ALPHABOW ENERGY 100.00000000  
 Prod/Sales:  
 Prod/Sales:  
 Prod/Sales:

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 18, 2004	128.000	WI
Sub: A	WI	TWP 036 RGE 21 W4M S 19	Exp: Mar 17, 2007	12.800	ALPHABOW ENERGY	100.00000000
A	BURNSTAD ET AL	NG TO TOP DEVONIAN	Ext: HBP	12.800	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:				
S/S OIL: Min:				
Other Percent:				

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  
 ----- 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 SALES

Roy Percent: 17.00000000  
 Deduction: UNKNOWN  
 Gas: Royalty:  
 S/S OIL: Min:  
 Other Percent:  
 Min Pay:  
 Div:  
 Min:  
 Paid to: DEPOSITO(M)  
 JARA COLP 100.00000000  
 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%

M22103	NGLSE	FH	Eff:	Mar 18, 2004	128.000	WI
Sub: C	WI	BURNSTAD ET AL	Exp:	Mar 17, 2007	12.800	ALPHABOW ENERGY 100.00000000
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)

M22103  
 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:  
 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	Area : FENN BIG VALLEY
Sub: D	WI	Exp:	Mar 17, 2007	12.800	ALPHABOW ENERGY	100.000000000	TWP 036 RGE 21 W4M S 19
A	BURNSTAD ET AL	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)

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

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	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	Sub:	Area	Eff:	Exp:	Ext:	WI
M22104	B	Area : FENN BIG VALLEY	Mar 12, 2004	Mar 11, 2007	HBP	WI
	A	TWP 036 RGE 21 W4M S 19	12.800	12.800		
		CBM IN HORSESHOE_CANYON	100.000000000	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
--------	----------	-----	----------	-----

**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 SALES

**Min Pay:**  
 Div:  
 Min:  
 Paid by: WI (M)  
 ALPHABOW ENERGY 100.00000000

**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%

File Number	Area	Eff	Mar 12, 2004	128.000	WI
M22104	Area : FENN BIG VALLEY				
Sub: C	WI	Exp: Mar 11, 2007	12.800	ALPHABOW ENERGY	100.00000000
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: 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 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%

M22106	NGLSE	FH	Eff:	Apr 07, 2004	128.000	ALPHABOW ENERGY	100.000000000	WI	Area : FENN BIG VALLEY
Sub: A	WI		Exp:	Apr 06, 2007	12.800				TWP 036 RGE 21 W4M S 19
A	RAYNARD, J.		Ext:	HBP	12.800				NG TO 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	Operator / Payor	Net	Doi Partner(s)	*	*
M22106	Sub: A	ALPHABOW ENERGY			32.00	
	10.00000000	ALPHABOW ENERGY				

(cont'd)

Status	Hectares	Net	Hectares	Net	Related Contracts
		Total Rental:			-----
					C04844 A P&S Oct 18, 2017 (I)
					EXCL CBM IN HORSESHOE_CANYON
					EXCL CBM IN MANNVILLE

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	NATURAL GAS	N	N	100.00000000 % of PROD
Roy Percent:				
Deduction:				
Gas: Royalty:				
S/S OIL: Min:				
Other Percent:				
Paid to:	PAIDTO (R)			
RAYNARD, JAMES		100.000000000		
Min Pay:				
Div:				
Min:				
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:	Exp:	Ext:	HBP	Area :
M22106	NGLSE	FH	Apr 07, 2004	128.000		FENN BIG VALLEY
Sub: B	WI		Apr 06, 2007	12.800	ALPHABOW ENERGY	TWP 036 RGE 21 W4M S 19
A	RAYNARD, J.			12.800		CBM IN HORSESHOE_CANYON
	ALPHABOW ENERGY					
				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)

M22106  
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  
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 SALES

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

**Paid to:** PAIDTO (R)  
RAYNARD, JAMES 100.00000000  
**Paid by:** WI (M)  
ALPHABOW ENERGY 100.00000000

**GENERAL COMMENTS - Aug 29, 2012**  
10% MIN INT  
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		
Sub: C	WI		Apr 06, 2007	12.800		
A	RAYNARD, J.		HBP	12.800		
	ALPHABOW ENERGY					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: 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	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)

RAYNARD, JAMES

100.000000000

Paid by: WI

ALPHABOW ENERGY

(M)

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: D	WI		Exp: Apr 06, 2007	12.800	ALPHABOW ENERGY	TWP 036 RGE 21 W4M S 19
A	RAYNARD, J.	Ext: HBP		12.800		NG FROM TOP DEVONIAN
	ALPHABOW ENERGY		Total Rental:	0.00		

# 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	Operator / Payor	Net	Doi Partner(s)	*	*	
M22106	Sub: D	10.00000000	ALPHABOW ENERGY	Count	Acreage =	No	

(cont'd)

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**  
 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:**

**Max:**

**Min:**

**Prod/Sales:**

**Div:**

**Max:**

**Min:**

**Prod/Sales:**

**Div:**

**Max:**

**Min:**

**Prod/Sales:**

**Div:**

**Max:**

**Min:**

**Prod/Sales:**

**Div:**

**Max:**

**Min:**

**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%

File Number	Lse Type	Area	Eff	Exp	Ext	HBP	Total Rental
M22107	Sub: A	Area : FENN BIG VALLEY	Apr 16, 2004	Apr 15, 2007	Apr 15, 2007	HBP	64.00
	A	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		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	

(cont'd)

M22107

Sub: A

20.00000000 ALPHABOW ENERGY

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:  
 S/S OIL: Min:  
 Other Percent:

Max:  
 Min Pay:  
 Div:  
 Min:

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

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

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%

File Number	Lse Type	Area	Eff	Exp	Ext	Total Rental
M22107	NGLSE	FH	Apr 16, 2004	128.000		
Sub: B	WI	WI	Apr 15, 2007	25.600	100.00000000	
A	MCGILLIS, ML	ALPHABOW ENERGY	Ext: HBP	25.600		0.00
	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)

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

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

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)

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. Mineral Property Report

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

(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 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)

MCGILLIS, MARJO 100.00000000

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%

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	100.00000000	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	Lease Description / Rights Held
File Status	Int Type / Lse No/Name	Operator / Payor	Net	Doi Partner(s)	*	*	
M22108	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)				
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%

File Number	Lse Type	Eff:	Apr 12, 2004	128.000	WI	Area :
M22108	Sub: B	WI	Exp: Apr 11, 2007	12.800	100.000000000	FENN BIG VALLEY
A	KERR & WATSON	Ext: HBP		12.800		TWP 036 RGE 21 W4M S 19
	ALPHABOW ENERGY					CBM IN HORSESHOE_CANYON
				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:  
 Paid to: PAIDTO (R)  
 KERR, CAROL L 100.00000000  
 Paid by: WI (M)  
 ALPHABOW ENERGY 100.00000000  
 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%

M22108	NGLSE	FH	Eff:	Apr 12, 2004	128.000	WI	Area : FENN BIG VALLEY
Sub: C	WI	Exp:	Apr 11, 2007	12.800	ALPHABOW ENERGY	100.00000000	TWP 036 RGE 21 W4M S 19
A	KERR & WATSON	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)

M22108  
 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: PAIDTO (R) Paid by: WI (M)  
 KERR, CAROL L 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%

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		

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# 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

<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>
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)  
 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%

M22109	NGLSE	FH	Eff: Apr 14, 2004	128.000		WI	Area : FENN BIG VALLEY
Sub: A	WI		Exp: Apr 13, 2007	12.800	ALPHABOW ENERGY	100.000000000	TWP 036 RGE 21 W4M S 19
A	GARDNER		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	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:				
S/S OIL: Min:				
Other Percent:				
Paid to: PAIDTO (R)				
GARDNER, KAREN	100.00000000			
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	Sub: B	Sub: A	Area	Eff:	Exp:	Ext:	Total Rental:
	NGLSE	WI	FENN BIG VALLEY	Apr 14, 2004	Apr 13, 2007	HBP	0.00
		GARDNER	TWP 036 RGE 21 W4M S 19				
		ALPHABOW ENERGY	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)

M22109  
 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)  
 GARDNER, KAREN  
 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	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	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
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
--------	----------	-----	----------	-----

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)  
 GARDNER, KAREN  
 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	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 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%

M23218	PNGLSE	FH	Eff:	Apr 11, 2007	64,700	WI	Area : FENN BIG VALLEY
Sub: A	WI	HOGAN, VELMA	Exp:	Apr 10, 2009	32,350	ALPHABOW ENERGY	TWP 036 RGE 21 W4M NW 19
A		ALPHABOW ENERGY	Ext:	HBP	32,350		(50% MIN INT)
			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
						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:				Prod/Sales:
S/S OIL: Min:				Prod/Sales:
Other Percent:				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

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

**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
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 100.000000000  
 Paid by: WI (M) ALPHABOW ENERGY 100.000000000

**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
50.000000000	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	Net	Doi Partner(s)	*	*	

(cont'd)

M23218	C	LESSOR ROYALTY	ALL	N	N	N	100.00000000 % of PROD
		Roy Percent:	16.00000000				
		Deduction:	UNKNOWN				
		Gas: Royalty:		Min Pay:	WI	Prod/Sales:	
		S/S OIL: Min:		Div:	ALPHABOW ENERGY	Prod/Sales:	
		Other Percent:		Min:		Prod/Sales:	
		Paid to:	PAIDTO (R)	Paid by:	WI (M)		
		VELMA HOGAN	100.00000000	ALPHABOW ENERGY	100.00000000		

**PERMITTED DEDUCTIONS - Aug 29, 2012**

25.0000  
 ROYALTY PAYABLE SHALL NOT BE LESS THAN 75

M23218	D	PNGLSE FH	64,700	WI	Area : FENN BIG VALLEY	
Sub:	WI	Eff: Apr 11, 2007	32,350	ALPHABOW ENERGY	TWP 036 RGE 21 W4M NW 19	
A	HOGAN, VELMA	Exp: Apr 10, 2009	32,350	Total Rental: 0.00	(50% MIN INT)	
	ALPHABOW ENERGY	Ext: HBP			PNG FROM TOP DEVONIAN	
50.00000000	ALPHABOW ENERGY	Count Acreage = No				
		Status	Hectares	Net	Hectares	Net
				Royalty / Encumbrances		Related Contracts
						C04844 A P&S Oct 18, 2017 (I)

M23218	D	LESSOR ROYALTY	ALL	N	N	N	100.00000000 % of PROD
		Roy Percent:	16.00000000				
		Deduction:	UNKNOWN				
		Gas: Royalty:		Min Pay:	WI	Prod/Sales:	
		S/S OIL: Min:					

**ALPHABOW ENERGY LTD.  
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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	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 100.00000000 ALPHABOW ENERGY 100.00000000

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

M23219 P NGLSE FH Eff: Apr 14, 2007 64.700 WI Area : FENN BIG VALLEY  
 Sub: A WI Exp: Apr 13, 2009 32.350 ALPHABOW ENERGY 100.00000000 TWP 036 RGE 21 W4M NW 19  
 A JAMPEN, ALBERT Ext: HBP 32.350 (50% MIN INT)  
 ALPHABOW ENERGY PNG TO TOP DEVONIAN  
 ALPHABOW ENERGY Total Rental: 80.00 EXCL CBM IN HORSESHOE\_CANYON  
 EXCL CBM IN MANNVILLE

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

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

Paid to: DEPOSITO(M) Paid by: WI (M)  
 KIMBERLEY PISIO 25.00000000 ALPHABOW ENERGY 100.00000000

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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)

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**

<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>
LESSOR ROYALTY	ALL	N	N	100.00000000 % of SALES
Roy Percent: 16.00000000				
Deduction: UNKNOWN				
Gas: Royalty:				
S/S OIL: Min:				
Other Percent:				
	<b>Max:</b>	<b>Min Pay:</b>	<b>Div:</b>	<b>Prod/Sales:</b>
				<b>Prod/Sales:</b>
				<b>Prod/Sales:</b>
<b>Paid to:</b> DEPOSITO(M)		<b>Paid by:</b> WI		(M)
KIMBERLEY PISIO	25.000000000	ALPHABOW ENERGY	100.000000000	
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		Gross				
Mineral Int	Operator / Payor		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 :
A	IAMPEN, ALBERT	Ext:	Apr 13, 2009	32,350	ALPHABOW ENERGY	100.000000000	WI	TWP 036 RGE 21 W4M NW 19	
	ALPHABOW ENERGY	Total Rental:	0.00					(50% MIN INT)	
50.000000000	ALPHABOW ENERGY	Count Acreage =	No					CBM IN MANNVILLE	

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

Royalty / Encumbrances		Royalty / Encumbrances	
Royalty Type	Product Type	Sliding Scale	Convertible
LESSOR ROYALTY	ALL	N	N
Roy Percent:	16.000000000		100.000000000 % of PROD
Deduction:	UNKNOWN		
Gas: Royalty:		Min Pay:	Prod/Sales:
S/S OIL: Min:		Div:	Prod/Sales:
Other Percent:		Min:	Prod/Sales:
Paid to:	DEPOSITO (M)	Paid by:	WI (M)
KIMBERLEY PISJO	25.000000000	ALPHABOW ENERGY	100.000000000
CHARLENE IAMPEN	25.000000000		
GAIL KENNEDY	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	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			
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:				
<b>Min Pay:</b>				
				<b>Prod/Sales:</b>
				<b>Prod/Sales:</b>
				<b>Prod/Sales:</b>
<b>Paid to:</b>				
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**

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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)

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)

**Royalty / Encumbrances**

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

**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
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	NG TO BASE BELLY_RIVER
	ALPHABOW ENERGY			TRIDENT AB		0.00125000	EXCL CBM
100.00000000	ALPHABOW ENERGY	Count Acreage = No		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:				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	ALPHABOW ENERGY	75.000000000		TWP 036 RGE 21 W4M S 20
A	126291		Ext: 15	2234873 ALBERTA	25.000000000		CBM IN HORSESHOE_CANYON
	ALPHABOW ENERGY						
100.00000000	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	Lease Description / Rights Held	
File Status	Int Type / Lse No/Name		Gross					
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*		

(cont'd)

M22040 D  
 Roy Percent: STANDARD  
 Deduction: STANDARD  
 Gas: Royalty: STANDARD  
 S/S OIL: Min: Max:  
 Other Percent: Min Pay: Div: Prod/Sales:  
 Paid to: LESSOR (M) 100.000000000 ALPHABOW ENERGY 100.000000000  
 ALBERTA ENERGY 100.000000000

M22041 PNGLSE CR Eff: Apr 09, 1962 64,000 WI Area : FENN BIG VALLEY  
 Sub: A WI Exp: Apr 08, 1983 64,000 ALPHABOW ENERGY 100.000000000 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  
 100.000000000 ALPHABOW ENERGY Count 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 100.000000000  
 Roy Percent: STANDARD  
 Deduction: STANDARD  
 Gas: Royalty: Max: Min Pay: Div: Prod/Sales:  
 S/S OIL: Min: Max: Div: Prod/Sales:  
 Other Percent: Min: Min: Prod/Sales:  
 Paid to: PAIDTO (R) 100.000000000 ALPHABOW ENERGY 100.000000000  
 MINISTER OF FI.

**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)	*	*	
M22041	PNGLSE CR	Eff: Apr 09, 1962	64,000	C05472 A	No	PLD	Area : FENN BIG VALLEY
Sub: B	WI	Exp: Apr 08, 1983	64,000	ALPHABOW ENERGY		75.00000000	TWP 036 RGE 21 W4M NW 20
A	126292	Ext: 15	48,000	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:				
S/S OIL: Min:				
Other Percent:				
Paid to: PAIDTO (R)	MINISTER OF FI.	100.00000000		
			PREPL2 (C)	
			ALPHABOW ENERGY	100.00000000

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

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)	*	*	
M22041	PNGLSE CR	Eff: Apr 09, 1962	64,000	C05472 B	No	PLD	Area : FENN BIG VALLEY
Sub: C	WI	Exp: Apr 08, 1983	64,000	ALPHABOW ENERGY		75.00000000	TWP 036 RGE 21 W4M NW 20
A	126292	Ext: 15	48,000	2234873 ALBERTA		25.00000000	CBM IN HORSESHOE_CANYON
	ALPHABOW ENERGY						
100.00000000	ALPHABOW ENERGY	Count Acreage = No				0.00	
			Total Rental:	0.00			

----- Related Contracts -----  
 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**

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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	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 PNLSE 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 % of PROD  
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:		Min Pay:		Prod/Sales:
S/S OIL: Min:		Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:
Paid to: PAIDTO (R)	100.000000000	Paid by: PREPL3 (C)		
MINISTER OF FI.		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		Total Rental:	224.00			

(cont'd)

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	Product Type	Sliding Scale	Convertible	% of Prod/Sales
CROWN SLIDING SCALE	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: LESSOR (M)      Paid by: PREPL3 (C)  
 ALBERTA ENERGY      2234873 ALBERTA      100.00000000

Status	Hectares	Net	Hectares	Net	Related Contracts
M22042	PNGLSE 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
		Total Rental:	0.00		

**Royalty / Encumbrances**

**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:  
 S/S OIL: Min:  
 Other Percent:  
 Paid to: PAIDTO (R)  
 MINISTER OF FI. 100,000,000,000

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

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

Paid by: WI (M)  
 ALPHABOW ENERGY 100,000,000,000

M22042 PINGLSE CR Eff: Apr 09, 1962 64,000 WI  
 Sub: B WI Exp: Apr 08, 1983 64,000 ALPHABOW ENERGY 100,000,000,000  
 A 126294 Ext: 15 64,000  
 ALPHABOW ENERGY  
 100.00000000 ALPHABOW ENERGY  
 Total Rental: 224,00

Area : FENN BIG VALLEY  
 TWP 036 RGE 21 W4M SE 30  
 PNG IN NISKU

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

Status Hectares Net Hectares Net

Royalty / Encumbrances

Royalty Type  
 LESSOR ROYALTY  
 Roy Percent: STANDARD  
 Deduction: STANDARD  
 Gas: Royalty:  
 S/S OIL: Min:  
 Other Percent:  
 Paid to: PAIDTO (R)

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

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

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	100.000000000 % 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			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)



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**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)	*	*	
M22042							
Mineral Int							

(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:				
Deduction:	STANDARD			
Gas: Royalty:				Prod/Sales:
S/S OIL: Min:	Max:			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	TWP 036 RGE 21 W4M SE 30
A	126294	Ext: 15	64,000	ALPHABOW ENERGY	PNG FROM TOP DEVONIAN TO TOP
					NISKU

100.00000000	ALPHABOW ENERGY	Count Acreage = No	Total Rental: 0.00		

Royalty / Encumbrances

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

----- 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
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	NEVIS-13	ROY	Exp:	Mar 14, 1983	64,000	BLACKPEARL RESO	31.250000000
A	TWP 38 RGE 24 W4M NE 22	0478030138	Ext:	15	0,000	BAYTEX ENERGY L	11.111100000
	PNG TO BASE BELLY_RIVER	EMBER RESOURCES				PETRUS RES CORP	11.111100000
		ENHANCEENERG	Count Acreage =	No		WRD BORGER	15.277800000
						OBSIDIAN ENERGY	15.625000000
						EMBER RESOURCES	15.625000000
			Total Rental:	0.00			

----- 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

Status Hectares Net Hectares Net Hectares Net

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:				
	Deduction:				
	Gas: Royalty:				
	S/S OIL: Min:				
	Other Percent:				
	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	Operator / Payor	Net	Doi Partner(s)	*	*
Mineral Int			Gross			Lease Description / Rights Held

(cont'd)

<b>Paid to:</b> ROYPTO (C)	<b>Paid by:</b> ROYPDBY (C)
ALPHABOW ENERGY	PETRUS RES CORP
100.000000000	15.594500000
	ENHANCEENERG
	15.350900000
	OBSIDIAN ENERGY
	15.350900000
	WRD BORGER
	21.442500000
	BAYTEX ENERGY L
	1.559400000
	BLACKPEARL RESO
	30.701800000

**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
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<b>&lt;Linked&gt; Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>
C05737 D GROSS OVERRIDE ROYALTY	ALL	Y	N	56.25000000 % of PROD
<b>Roy Percent:</b>				
<b>Deduction:</b> YES				
<b>Gas Royalty:</b> 15.000000000				<b>Prod/Sales:</b> PROD
<b>S/S OIL: Min:</b> 5.000000000	<b>Max:</b> 15.000000000	<b>Div:</b> 1/24		<b>Prod/Sales:</b> PROD
<b>Other Percent:</b> 15		<b>Min:</b>		<b>Prod/Sales:</b>

<b>Paid to:</b> ROYPTO (C)	<b>Paid by:</b> WI
ALPHABOW ENERGY	EMBER RESOURCES
89.340000000	100.000000000
DIVESTCO INC.	
4.460000000	
BRIAR OIL & GAS	
6.200000000	

**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 N  
**Convertible** % of PROD 100,00000000 % of PROD  
**Min Pay:**  
 Div:  
 Min:  
**Prod/Sales:**  
 Div:  
 Min:  
**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	RESO	31,25000000	TWP 38 RGE 24 W4M SW 22
A	0478030139	Ext:	15	0,000	BAYTEX ENERGY L	ENERGY L	11,11110000	PNG TO BASE BELLY_RIVER
	EMBER RESOURCES				PETRUS RES CORP	PETRUS RES CORP	11,11110000	----- Related Contracts -----
	100,00000000				WRD BORGER	WRD BORGER	15,27780000	C04844 A P&S Oct 18, 2017 (I)
	EMBER RESOURCES				OBSIDIAN ENERGY	OBSIDIAN ENERGY	15,62500000	C05733 C FO Jun 15, 1978
					EMBER RESOURCES	EMBER RESOURCES	15,62500000	C05737 A ORR Oct 01, 1997
					Total Rental:	224,00		

## ALPHABOW ENERGY LTD. Mineral Property Report

\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

M23672  
 Sub: A

### Royalty / Encumbrances

<b>&lt;Linked&gt;</b>	<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>
C05733 C	GROSS OVERRIDE ROYALTY	ALL	N	N	75.00000000 % of PROD
	Roy Percent: 3.00000000				
	Deduction: UNKNOWN				
	Gas Royalty:				Prod/Sales:
	S/S OIL: Min:	Max:			Prod/Sales:
	Other Percent:				Prod/Sales:
		Min Pay:			
		Div:			
		Min:			
		Paid by: ROYDDBY (C)			
	Paid to: ROYDPTO (C)	OBSIDIAN ENERGY			15.35090000
	ALPHABOW ENERGY	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.

<b>&lt;Linked&gt;</b>	<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>
C05737 A	GROSS OVERRIDE ROYALTY	ALL	Y	N	56.25000000 % of PROD
	Roy Percent: YES				
	Deduction:				
	Gas Royalty: 15.00000000				Prod/Sales: PROD
	S/S OIL: Min:				
		Min Pay:			

**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:
		<b>Paid to:</b> ROYPDO (C)		<b>Paid by:</b> ROYPDBy (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				
		<b>PERMITTED DEDUCTIONS - Mar 22, 1999</b>					
		AFTER PAYOUT OIL ROYALTY IS 10%.					
		DEDUCTIONS FOR TRANSPORTATION, GATHERING, PROCESSING ALLOWED, PROVIDED					
		DEDUCTIONS DO NOT EXCEED THOSE PERMITTED BY CROWN.					
M23672	A	<b>Royalty / Encumbrances</b>					
		<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>	
		LESSOR ROYALTY	ALL	Y	N	100,000,000,000 % of	
		<b>Roy Percent:</b>					
		<b>Deduction:</b> STANDARD					
		<b>Gas Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>	
		<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>	
		<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>	
		<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> 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	Gross	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	

**Status**

Hectares	Net	Hectares	Net

**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:**

**Deduction:** YES

**Gas Royalty:** 15.00000000

**S/S OIL: Min:** 5.00000000

**Other Percent:** 15

**Min Pay:** \$0.15/MCF

**Div:** 1/150

**Min:**

**Paid to:** ROYPTD (C)

ALPHABOW ENERGY	56.25000000	EMBER RESOURCES	50.00000000
WRD BORGER	13.75000000	ENHANCEENERG	50.00000000
UNITED REDFORDR	10.00000000		
BAYTEX ENERGY L	10.00000000		
FREEHOLD ROY PR	10.00000000		

**Paid by:** WI (C)

**PERMITTED DEDUCTIONS - Mar 22, 1999**

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

<Linked> Royalty Type

C05736 A	GROSS OVERRIDE ROYALTY	ALL	N	N	80.00000000 % of PROD
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**Related Contracts**

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

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

Report Date: Nov 11, 2024  
Page Number: 71  
\*\*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		Net	Doi Partner(s)	*	*	*
M23673							
Sub: B							
A	047803A139	Ext: 15	0.000				PNG TO BASE BELLY_RIVER
	EMBER RESOURCES		Total Rental:	0.00			
100.00000000	EMBER RESOURCES	Count Acreage = No					
	Status	Hectares	Net	Hectares	Net		

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

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

### Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05736 B	GROSS OVERRIDE ROYALTY	ALL	Y	N	100.00000000 % of
	Roy Percent:				
	Deduction:	YES			
	Gas: Royalty:	15.000000000	Min Pay:	\$0.15/MCF	Prod/Sales: PROD
	S/S OIL: Min:	5.000000000	Max:	15.000000000	Div: 1/150
	Other Percent:	15	Min:		Prod/Sales: PROD
	Paid to:	ROYPDTO (C)	Paid by:	WI	(C)
	ALPHABOW ENERGY	56.250000000	EMBER RESOURCES	100.000000000	
	WRD BORGER	13.750000000			
	UNITED REDFORDR	10.000000000			
	BAYTEX ENERGY L	10.000000000			
	FREEHOLD ROY PR	10.000000000			

### 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
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**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)  
 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:  
 Other Percent:  
 Paid to: ROYPTO2(C)  
 ALPHABOW ENERGY 100.000000000  
 Paid by: WI (C)  
 EMBER RESOURCES 100.000000000  
 Min Pay: Prod/Sales:  
 Div: Prod/Sales:  
 Min: Prod/Sales:

**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:				
S/S OIL: Min: Max:				
Other Percent:				
Paid to: LESSOR (M)				
ALBERTA ENERGY 100.000000000				
Paid by: WI (C)				
EMBER RESOURCES 100.000000000				

M22144 NGLSE FH Eff: Jun 02, 2004 64,700 C05402 A No WI  
 Sub: A ROY Exp: Jun 01, 2007 64,700 EMBER RESOURCES 100.000000000  
 A GOVERNORS Ext: HBP 0.000  
 Area : FENN BIG VALLEY  
 TWP 039 RGE 21 W4M NW 15  
 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	Total Rental: 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) Paid by: WI (C)  
 ALPHABOW ENERGY 100.000000000 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) Paid by: WI (C)  
 UOFA 100.000000000 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:	Max:	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	100.000000000	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				

**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	Operator / Payor	Gross	Net	Doi Partner(s)	*	*

(cont'd)  
M22232 A 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)  
UNKNOWN 100.00000000 TOURMALINE OIL 100.00000000

M22233 PNLSE 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  
PARAMOUNT RES

----- 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:				Prod/Sales:
	S/S OIL: Min:				Prod/Sales:
	Other Percent:				Prod/Sales:
	Paid to: PAIDTO (R)				Paid by: WI (C)
	ALPHABOW ENERGY	100.00000000			EMBER RESOURCES 100.00000000
	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	NATURAL GAS	N	N	N	100.00000000 % of PROD

**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)

M22233      A      Roy Percent: 20.00000000      Prod/Sales:  
 Deduction: UNKNOWN      Prod/Sales:  
 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

Status	Hectares	Net	Hectares	Net

----- 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:      Max:  
 Other Percent:      Min Pay:      Prod/Sales:  
    Div:      Prod/Sales:  
    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	Product Type
LESSOR ROYALTY	ALL
Roy Percent: 16,00000000	Sliding Scale
Deduction: UNKNOWN	Convertible
Gas: Royalty:	% of Prod/Sales
S/S OIL: Min:	N 100,00000000
Other Percent:	% of PROD
	Min Pay:
	Div:
	Min:
	Prod/Sales:
	Prod/Sales:
	Prod/Sales:
Paid to: PAIDTO (R)	Paid by: WI (C)
NOURSE W EXE	EMBER RESOURCES
100,00000000	100,00000000

Royalty / Encumbrances	
Royalty Type	Product Type
GORPAY	ALL
Roy Percent:	Sliding Scale
Deduction: STANDARD	Convertible
Gas: Royalty:	% of Prod/Sales
S/S OIL: Min:	N 75,00000000
	% of PROD
	Min Pay:
	Prod/Sales:
	Prod/Sales:
	Prod/Sales:
Paid to: PAIDTO (R)	Paid by: WI (C)
NOURSE W EXE	EMBER RESOURCES
100,00000000	100,00000000

Royalty / Encumbrances	
Royalty Type	Product Type
GROSS OVERRIDE ROYALTY	ALL
Roy Percent:	Sliding Scale
Deduction: STANDARD	Convertible
Gas: Royalty:	% of Prod/Sales
S/S OIL: Min:	N 75,00000000
	% of PROD
	Min Pay:
	Prod/Sales:
	Prod/Sales:
	Prod/Sales:
Paid to: PAIDTO (R)	Paid by: WI (C)
NOURSE W EXE	EMBER RESOURCES
100,00000000	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)	*	*	

(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  
 EMIRERESOURCES 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)

M20051	PNGLSE	FH	100,000,000,000			
Sub: B	ROY	Eff: Mar 24, 1965	32,000	C04163	B Unknown	GORPAY
A	ELLIOTT, J. M	Exp: Mar 23, 1970	32,000	EMBER RESOURCES	100,000,000,000	
	EMBER RESOURCES	Ext: HELDPROD	0.000	Total Rental:	0.00	
25.000000000	FAIRBORNE PIVOT					
						Area : CHIGWELL TWP 40 RGE 24 W4M E 33 PNG TO TOP BLAIRMORE_COAL_SEAM (25% MIN INT)
						***** 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	75,000,000,000 % of PROD
	Roy Percent:				
	Deduction:	STANDARD			
	Gas Royalty:	15,000,000,000			Prod/Sales:
	S/S OIL: Min:	5,000,000,000	Max:	15,000,000,000	Div: 1/100
	Other Percent:	15	Min:		Prod/Sales:
					Prod/Sales:
	Paid to:	PAIDTO (R)			
	ALPHABOW ENERGY	23,750,000,000			
	EMBER RESOURCES	68,751,000,000			
	EMIREOURCES	6,249,000,000			
	CASCADE CAPTURE	1,250,000,000			
	Paid by:	GORPAY (C)			
	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

**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
File Status	Int Type / Lse No/Name	Operator / Payor	Gross	Net	Doi Partner(s)	*	*

(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	EMIREOURCES CASCADE CAPTURE	6,249,000,000 1,250,000,000				
		<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>	
		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)					
		COMP SHARE	100,000,000,000				
		Paid by: GORPAY (C)					
		EMBER RESOURCES				100,000,000,000	
		<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>	
		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)					
		MYER, HELEN M	16,666,700,000				
		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				
		Paid by: GORPAY (C)					
		EMBER RESOURCES				100,000,000,000	

(cont'd)

**ALPHABOW ENERGY LTD.  
Mineral Property Report**

Report Date: Nov 11, 2024  
 Page Number: 82  
 \*\*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)	*	*
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	

----- 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  
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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)

Other Percent:                                      Min:                                      Prod/Sales:

Paid to: LESSOR (M)                                      Paid by: WI (C)  
ALBERTA ENERGY                                      100.00000000                                      BONAVISTA CORP.                                      8.33330000  
BAYTEX ENERGY L                                      8.33330000  
EMBER RESOURCES                                      83.33340000

M20595	PNGLSE CR	Eff: Nov 24, 1976	256.000	C04454 A No	WI-1	Area : CHIGWELL
Sub: A	WI	Exp: Nov 23, 1981	256.000	EMBER RESOURCES	100.00000000	TWP 41 RGE 23 W4M SEC 28
A	0476110098	Ext: 15	0.000	Total Rental: 896.00		PNG TO BASE BELLY_RIVER
EMBER RESOURCES						
SIGNALTA RESOU.						

----- Related Contracts -----  
C03754 ZZ PURCH Dec 15, 2016 (I)  
C04343 A PURCH Nov 28, 2014 (I)  
C04454 A FO May 28, 1981

Royalty / Encumbrances

<Linked> Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C04454 A GROSS OVERRIDE ROYALTY	ALL	Y	N	100.00000000 % of PROD
Roy Percent:				
Deduction: YES				
Gas: Royalty: 6.00000000				
S/S OIL: Min: 5.00000000	Max: 15.00000000	Div: 1/150		
Other Percent: 6	Min:			
Paid to: RI (C)	Paid by: WI-1 (C)			
ALPHABOW ENERGY	EMBER RESOURCES	100.00000000		
EMBER RESOURCES				
ENI				
LYNX ENERGY ULC				

**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	Lease Description / Rights Held
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	

(cont'd)

M20595	A	SIGNALTA RESOU.	16.670000000				
		CASCADE CAPTURE	0.083300000				

**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	100.000000000 % of

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

Paid to:                      DEPOSITO(M)                      Paid by:                      WI-1                      (C)  
MSTR FIN AB DOE                      100.000000000                      EMBER RESOURCES                      100.000000000

M22577	PNGLSE	CR	Eff: Feb 14, 1980	256.000	C05369	A	Unknown	WI	Area : BASHAW-13
Sub: A	ROY		Exp: Feb 13, 1985	256.000	EMBER RESOURCES		100.000000000		TWP 042 RGE 22 W4M 22
A	0480020039		Ext: 15	0.000					PNG TO BASE BELLY_RIVER
	PARAMOUNT RES								
	PARAMOUNT RES								
100.000000000									

Total Rental: 896.00

----- Related Contracts -----  
C04844 A    P&S    Oct 18, 2017 (I)  
C05369 A    ROY    Nov 29, 1984

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05369 A	GROSS OVERRIDE ROYALTY	ALL	Y	N	100.000000000 % 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)

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**

<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of PROD
<b>Roy Percent:</b>				
<b>Deduction:</b> STANDARD				
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
<b>Paid to:</b> PAIDTO (R)		<b>Paid by:</b> 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

<b>License #</b>	<b>Segment ID #</b>	<b>Operator Name</b>	<b>From Location</b>	<b>To Location</b>
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:

<b>Location</b>	<b>Operator</b>	<b>Licence #</b>
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:

<b>Location</b>	<b>Operator</b>	<b>Licence #</b>
16-19-036-21W4	AlphaBow Energy Ltd	F5624

**SCHEDULE B**

**Form of Approval and Vesting Order**

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 **BENNETT JONES LLP**

CONTACT INFORMATION OF Barristers and Solicitors

PARTY FILING THIS 4500 Bankers Hall East

DOCUMENT 855 – 2<sup>nd</sup> 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:

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice \_\_\_\_\_

LOCATION OF HEARING:

**UPON the application** of AlphaBow Energy Ltd. ("**AlphaBow**" or the "**Applicant**") for an Order approving the sale transaction (the "**Transaction**") contemplated by the [date] Asset Purchase and Sale Agreement (the "**Sale Agreement**") between AlphaBow and \_\_\_\_\_ (the "**Purchaser**"); **AND UPON having read** the Affidavit of \_\_\_\_\_, the Affidavit of Service of \_\_\_\_\_, and the Monitor's \_\_\_\_\_ Report (the "**Number 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)] 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 No. \* for those lands and premises municipally described as \*, and legally described as:  
  
\*  
(the "**Lands**")
  - (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, \*;
  - (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 KSV Restructuring Inc., in its capacity as Monitor of the Applicant and not in its personal capacity.
8. For the purposes of determining the nature and priority of Claims, the net proceeds from sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor's Closing Certificate and all Claims (but excluding Permitted Encumbrances and the Administration Charge, as defiled in paragraph 30 of the Amended and Restated Initial Order of this Honourable Court, dated April 26, 2024) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), no distributions shall be made to creditors of net proceeds from sale of the Purchased Assets without further order of this Court. Notwithstanding the foregoing, AlphaBow shall be permitted to utilize the net proceeds from the sale of the Purchased Assets in its day-to-day operations in this proceeding as prescribed by the cashflow affixed to the [Number] Report.

9. Except as expressly provided for in the Sale Agreement, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against AlphaBow.
10. Upon completion of the Transaction, AlphaBow and all persons who claim by, through or under AlphaBow in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
11. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the AlphaBow, or any person claiming by, through or against the AlphaBow.
12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against AlphaBow associated with the Purchased Assets.
13. The Monitor is directed to file with the Court a copy of the Monitor's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

#### **MISCELLANEOUS MATTERS**

14. Notwithstanding:
  - (a) the pendency of these proceedings and any declaration of insolvency made herein;
  - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "**BIA**"), in respect of the Applicant, and any bankruptcy order issued pursuant to any such applications;
  - (c) any assignment in bankruptcy made in respect of AlphaBow; and

(d) the provisions of any federal or provincial statute,

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of AlphaBow and shall not be void or voidable by creditors of AlphaBow, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

15. AlphaBow, the Monitor, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

16. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist AlphaBow and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to AlphaBow, as may be necessary or desirable to give effect to this Order or to assist the AlphaBow and its agents in carrying out the terms of this Order.

17. Service of this Order shall be deemed good and sufficient by:

(a) Serving the same on:

- (i) the persons listed on the service list created in these proceedings;
- (ii) any other person served with notice of the application for this Order;
- (iii) any other parties attending or represented at the application for this Order;
- (iv) the Purchaser or the Purchaser's solicitors; and

(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**

<b>ALPHABOW FILE</b>	<b>LEGAL DESCRIPTION</b>	<b>PNG RIGHTS</b>	<b>ALPHABOW WORKING INTEREST</b>	<b>ENCUMBRANCES</b>	<b>EXPIRY DATE</b>

Wells:

Facilities:

Pipelines:

**SCHEDULE B**

**Form of Monitor's Certificate**

COURT FILE NUMBER 2401-05179

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PROCEEDING IN THE MATTER OF THE COMPANIES' CREDITORS  
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER OF THE COMPROMISE OR  
ARRANGEMENT OF ALPHABOW ENERGY LTD.

DOCUMENT SALE AND VESTING ORDER

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF 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 \_\_\_\_\_ (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.

## SCHEDULE C

### Form of General Conveyance, Assignment and Assumption Agreement

#### GENERAL CONVEYANCE, ASSIGNMENT, AND ASSUMPTION AGREEMENT

**THIS** General Conveyance, Assignment, and Assumption Agreement (this "**Agreement**") is made as of the [●] day of [●], [●].

#### AMONG:

**ALPHABOW ENERGY LTD.**, a corporation existing under the laws of the Province of Alberta (herein referred to as the "**Vendor**")

- and -

**[EMBER RESOURCES INC.]**, a corporation existing under the laws of **Alberta** (herein referred to as the "**Purchaser**")

#### RECITALS:

- A. In accordance with the terms of that certain Asset Purchase and Sale Agreement dated as of [●], by and between the Vendor and the Purchaser (the "**Purchase Agreement**"), the Vendor has agreed to sell, assign, and transfer the Assets to the Purchaser and the Purchaser has agreed to purchase the Assets from the Vendor;
- B. the Purchaser has agreed to assume the Assumed Liabilities; and
- C. this Agreement is delivered pursuant to the Purchase Agreement.

**NOW THEREFORE**, for good and valuable consideration now paid by the Purchaser to the Vendor pursuant to the Purchase Agreement (the receipt and sufficiency of which is hereby acknowledged by the Vendor) the parties hereto agree as follows:

#### 1. Definitions

All capitalized terms used but not otherwise defined in this Agreement shall have the meaning ascribed to such terms in the Purchase Agreement.

#### 2. Certain Rules of Interpretation

- (a) In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.
- (b) The division of this Agreement into Sections and the inclusion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (c) The terms "hereof," "hereunder," and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement.

(d) Unless something in the subject matter or context is inconsistent therewith, references herein to "Sections" are to sections of this Agreement.

(e) The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

**3. Conveyance**

The Vendor hereby sells, transfers, assigns, conveys and delivers to the Purchaser, and the Purchaser hereby purchases, accepts and receives from the Vendor, upon the terms and subject to the conditions of the Purchase Agreement, the Vendor's Interest in and to the Assets, free and clear of any and all Claims other than Permitted Encumbrances, as applicable, with effect as of the Closing on the date hereof, to have and to hold the Assets and all such right, title, interest, property, claim, and demand unto and to the use of the Purchaser.

**4. Assumption of Assumed Liabilities**

Effective as of the Closing on the date hereof, the Purchaser hereby assumes and agrees to pay, perform, and discharge, when due, the Assumed Liabilities.

**5. Further Assurances**

Each of the Parties hereto from and after the date hereof shall, from time to time, and at the request and expense of the Party requesting the same, do all such further acts and things and execute and deliver such further instruments, documents, matters, papers and assurances as may be reasonably requested to complete the Transaction and for more effectually carrying out the true intent and meaning of this Agreement.

**6. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, and the federal laws of Canada applicable therein (excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction). The Parties consent to the jurisdiction and venue of the courts of Alberta for the resolution of any such dispute arising under this Agreement.

**7. Entire Agreement**

This Agreement, the Purchase Agreement, and the documents referred to therein and contemplated thereby constitute the entire agreement between the Parties with respect to the subject matter hereof and cancel and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof. There are no conditions, covenants, agreements, representations, warranties or other provisions, whether oral or written, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof other than those contained in this Agreement, the Purchase Agreement, the Confidentiality Agreement and the documents referred to therein and contemplated thereby.

**8. Successors and Assigns**

This Agreement shall be binding upon, and enure to the benefit of, the Parties and their respective successors and permitted assigns.

**9. Counterparts**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

**10. Amendments**

This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party. Any amendment effected in accordance with this Section 10 will be binding upon the Parties and their respective successors and permitted assigns.

**11. Paramountcy**

This Agreement is delivered pursuant to, and is subject to, all of the terms and conditions contained in the Purchase Agreement. In the event of any inconsistency between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

**12. Severability**

If any provision of this Agreement or any document delivered in connection with this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction shall not affect such provision validity or enforceability in any other jurisdiction.

**[Signature Page Follows.]**

**IN WITNESS WHEREOF** this Agreement has been properly executed by the Parties as of the date first above written.

**ALPHABOW ENERGY LTD.**

Per: \_\_\_\_\_  
Name: Ben Li  
Title: Chief Executive Officer

**[EMBER RESOURCES INC.]**

Per: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE D**

**FORMS OF CONDITIONS CERTIFICATES**

**VENDOR'S CONDITIONS CERTIFICATE**

**TO: KSV RESTRUCTURING INC.** (the "**Monitor**")

This Conditions Certificate (this "**Certificate**") is delivered pursuant to Section 11.5 of that certain purchase and sale agreement, dated as of [●], 2024 (the "**Purchase Agreement**") between **ALPHABOW ENERGY LTD.** (the "**Vendor**") and **[EMBER RESOURCES INC.]** (the "**Purchaser**"). All capitalized terms used herein which have not been defined herein shall have the same meaning attributed thereto in the Purchase Agreement unless the context requires otherwise.

The undersigned [**officer/director**] of the Vendor hereby confirms to the Monitor, for and on behalf of the Vendor, but solely in his or her capacity as an [**officer/director**] of the Vendor and not in his or her personal capacity (and without incurring any personal liability), that:

1. the conditions to Closing set out in Sections 11.1 and 11.3 of the Purchase Agreement for the benefit of the Vendor have been fulfilled or performed to the Vendor's satisfaction and/or waived by the Vendor; and
2. the amount of the Transfer Taxes to be paid by the Purchaser on Closing is equal to \$[●].

*[The remainder of this page is left intentionally blank]*



IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the [●] day of [●], 2024.

**ALPHABOW ENERGY LTD.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

## PURCHASER'S CONDITIONS CERTIFICATE

**TO: KSV RESTRUCTURING INC. (the "Monitor")**

This Conditions Certificate (this "**Certificate**") is delivered pursuant to Section 11.5 of that certain purchase and sale agreement, dated as of [●], 2024 (the "**Purchase Agreement**") between **ALPHABOW ENERGY LTD.** (the "**Vendor**") and [**EMBER RESOURCES INC.EMBER RESOURCES INC.**] (the "**Purchaser**"). All capitalized terms used herein which have not been defined herein shall have the same meaning attributed thereto in the Purchase Agreement unless the context requires otherwise.

The undersigned officer of the Purchaser hereby confirms to the Monitor, for and on behalf of the Purchaser, but solely in his or her capacity as an officer of the Purchaser and not in his or her personal capacity (and without incurring any personal liability), that:

1. the conditions to Closing set out in Sections 11.1 and 11.2 of the Purchase Agreement for the benefit of the Purchaser have been fulfilled or performed to the Purchaser's satisfaction and/or waived by the Purchaser; and
2. the amount of the Transfer Taxes to be paid by the Purchaser on Closing is equal to \$[●] and all such Transfer Taxes will be paid by the Purchaser to the Vendor at Closing..

*[The remainder of this page is left intentionally blank]*

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the [●] day of [●], 2024.


**[EMBER RESOURCES INC.]**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF** this Agreement has been properly executed by the Parties as of the date first above written.

**ALPHABOW ENERGY LTD.**

Per:  Signed by:  
F151FF4C8A774EE...  
Name: Ben Li  
Title: Chief Executive Officer

**EMBER RESOURCES INC.**

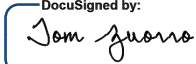
Per: \_\_\_\_\_  
Name: Tom Zuorro  
Title: Vice President, Land

**IN WITNESS WHEREOF** this Agreement has been properly executed by the Parties as of the date first above written.

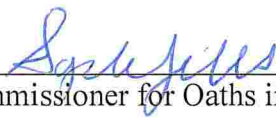
**ALPHABOW ENERGY LTD.**

Per: \_\_\_\_\_  
Name: Ben Li  
Title: Chief Executive Officer

**EMBER RESOURCES INC.**

Per:  \_\_\_\_\_  
Name: Tom Zuorro  
Title: Vice President, Land

This is **Exhibit “C”** referred to in the Affidavit of Ben Li sworn before me this 12<sup>th</sup> day of November, 2024



\_\_\_\_\_  
A Commissioner for Oaths in and for Alberta

**Sophie Fiddes**  
**Barrister & Solicitor**

**ALPHABOW ENERGY LTD.**

**- and -**

**TYKEWEST LIMITED**

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**ASSET PURCHASE AND SALE AGREEMENT**

**November 12, 2024**

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## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is dated as of November 12th, 2024,

**BETWEEN:**

**ALPHABOW ENERGY LTD.**, a corporation existing under the laws of the Province of Alberta (herein referred to as the "**Vendor**")

- and -

**TYKEWEST LIMITED**, a corporation existing under the laws of the Province of Alberta (herein referred to as the "**Purchaser**")

**WHEREAS:**

- A. on April 26, 2024, the Vendor was granted creditor protection pursuant to an initial order granted by the Court of King's Bench (the "**Initial Order**") under the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36 (the "**CCAA**");
- B. pursuant to the Initial Order, among other things, KSV Restructuring Inc. ("**KSV**") was appointed as monitor of the Vendor;
- C. on April 26, 2024, the Court granted an amended and restated order (the "**ARIO**");
- D. all licensed assets and properties of the Vendor are currently subject to a suspension order and have been under the care and maintenance of the Orphan Well Association since September 6, 2023; and
- E. subject to receipt of Court Approval, the Purchaser has agreed to purchase and acquire and the Vendor has agreed to sell, transfer and assign to the Purchaser, all of the Vendor's Interest in and to the Assets, on the terms and conditions set forth herein.

**NOW THEREFORE**, this Agreement witnesses that in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged by each Party to the other, the Parties covenant and agree as follows:

### ARTICLE 1 INTERPRETATION

#### 1.1 Definitions

In this Agreement:

- (a) "**Abandonment and Reclamation Obligations**" means all past, present and future obligations to:
  - (i) abandon, shut-down, close, decommission, dismantle or remove any and all Wells and Tangibles, including all structures, foundations, buildings, pipelines, equipment and other facilities forming part of the Wells and Tangibles or otherwise located on the Lands or used or previously used in respect of Petroleum Substances produced or previously produced from the Lands; and

- (ii) restore, remediate and reclaim the surface and subsurface locations of the Wells and the Tangibles and any lands used to gain access thereto, including such obligations relating to wells, pipelines and facilities which were abandoned or decommissioned prior to the Closing Date that were located on the Lands or that were located on other lands and used in respect of Petroleum Substances produced or previously produced from the Lands, and including the remediation, restoration and reclamation of any other surface and sub-surface lands affected by any environmental damage, contamination or other environmental issues emanating from or relating to the sites for the Wells or the Tangibles;

all in accordance with generally accepted oil and gas industry practices and in compliance with all Applicable Laws;

- (b) "**AER**" means the Alberta Energy Regulator, or any successor thereto having jurisdiction over the Assets or certain of them or the operation thereof;
- (c) "**Affiliate**" means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with that specified Person. For the purposes of this definition, "control" (including with correlative meanings, controlling, controlled by and under common control with) means the power to direct or cause the direction of the management and policies of that Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise and, it being understood and agreed that with respect to a corporation or partnership, control shall mean direct or indirect ownership of more than 50% of the voting shares in any such corporation or of the general partnership interest or voting interest in any such partnership;
- (d) "**Agreement**" means this agreement of purchase and sale and any schedules attached hereto which are referred to in this agreement, together with any amendment or supplement thereto;
- (e) "**Applicable Law**" means, in respect of any Person, asset, transaction, event or circumstance: (i) statutes (including regulations enacted thereunder); (ii) judgments, decrees and orders of courts of competent jurisdiction (including the common law); (iii) regulations, orders, ordinances and directives issued by Governmental Authorities; and (iv) the terms and conditions of all permits, licenses, approvals and authorizations, in each case which are applicable to such Person, asset, transaction, event or circumstance;
- (f) "**Approval and Vesting Order**" means an order of the Court approving the Transaction in accordance with the provisions of this Agreement, and, subject to Closing, vesting all of the Vendor's Interest in and to the Assets in the Purchaser free and clear of all Claims (other than Permitted Encumbrances) and interests, such order to be substantially in the form attached hereto as Schedule B together with such modifications and amendments to such form as may be approved by both the Vendor and the Purchaser, acting reasonably;
- (g) "**Assets**" means the Petroleum and Natural Gas Rights, the Tangibles, and the Miscellaneous Interests and for clarity, does not include the Excluded Assets;
- (h) "**Assumed Contracts**" means the contracts referenced in subsection (i) of the definition of Miscellaneous Interests, which contracts shall be assigned by the Vendor and assumed by the Purchaser in accordance with the terms of this Agreement, the relevant contracts and/or

the Approval and Vesting Order, and/or other order of the Court in form and substance satisfactory to the Parties;

- (i) "**Assumed Liabilities**" means, collectively, all liabilities and obligations arising from the possession, ownership and/or use of the Assets following Closing (including for greater certainty any municipal or property taxes that accrue commencing on the Closing Date), along with Environmental Liabilities, Abandonment and Reclamation Obligations and Cure Costs;
- (j) "**Business Day**" means any day other than a Saturday, Sunday or a statutory holiday in the City of Calgary in the Province of Alberta;
- (k) "**CCAA**" has the meaning ascribed to that term in the recitals hereto;
- (l) "**CCAA Proceedings**" means the proceedings commenced under the CCAA by the Vendor (and others) pursuant to the Initial Order;
- (m) "**Claim**" means any caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgments, 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, including, without limiting the generality of the foregoing:
  - (i) any encumbrances or charges created by the Initial Order and/or the ARIO;
  - (ii) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
  - (iii) any liens or claims of lien under the *Builders' Lien Act* (Alberta) or the *Prompt Payment and Construction Liens Act* (Alberta);
  - (iv) any linear or non-linear municipal property tax claims under the *Municipal Government Act* (Alberta), or otherwise;
  - (v) any outstanding amounts owing in respect of the AER Orphan Fund Levy and Administration Fees; and
  - (vi) those claims which may be specifically identified in Schedule "C" to the Approval and Vesting Order, as applicable.
- (n) "**Claims Process**" has the meaning ascribed to that term in the definition of Cure Costs;
- (o) "**Closing**" means the completion of the purchase by the Purchaser, and sale by the Vendor, of the Vendor's Interest in and to the Assets and the completion of all other transactions contemplated by this Agreement that are to occur contemporaneously with such purchase and sale, all subject to and in accordance with the terms and conditions of this Agreement;

- (p) "**Closing Date**" means the date on which Closing occurs, being the date which is five Business Days following the date upon which all conditions in Sections 11.1, 11.2 and 11.3 have been satisfied or waived (other than such conditions which are to be satisfied on the Closing Date), or such other date as the Parties may agree in writing; provided, however, that the Closing Date shall not be later than the Outside Date;
- (q) "**Conditions Certificates**" has the meaning ascribed to that term in Section 11.5;
- (r) "**Confidentiality Agreement**" means the confidentiality agreement between the Vendor, the Purchaser and the Monitor and executed prior to the date hereof in respect of the evaluation by the Purchaser of potential transactions involving the assets of the Vendor;
- (s) "**Consequential Damages**" has the meaning ascribed to that term in Section 14.5;
- (t) "**Court**" means the Court of King's Bench of Alberta, Judicial Centre of Calgary;
- (u) "**Court Approval**" means both the issuance of the Approval and Vesting Order by the Court approving the sale of the Assets, and such Approval and Vesting Order having become a Final Order;
- (v) "**Cure Costs**" means, in respect of any Assumed Contract, all amounts required to be paid, as determined in accordance with the claims process established by an order of the Court dated September 20, 2024 (the "**Claims Process**"), to remedy all of the Vendor's monetary defaults under such Assumed Contract or required to secure a counterparty's or any other necessary Person's consent to the assignment of such Assumed Contract pursuant to its terms (including any deposits or other forms of security required by any Governmental Authority) or as may be required pursuant to the Approval and Vesting Order, and includes any other fees and expenses required to be paid to a counterparty or any other Person in connection with the assignment of an Assumed Contract pursuant to its terms or Applicable Laws. For greater certainty, any claims for cure costs not submitted in accordance with the Claims Process, or not determined to be valid in accordance with the Claims Process, shall not be considered "Cure Costs" for the purposes of this Agreement;<sup>1</sup>
- (w) "**Deposit**" has the meaning ascribed to that term in Section 3.3(a)(i);
- (x) "**Due Diligence Information**" means all information made available (by the Vendor, the Monitor or otherwise) for the Purchaser's review in paper or electronic form in relation to the Vendor, its Affiliates and/or the Assets;
- (y) "**Environment**" means the components of the earth and includes the air, the surface and subsurface of the earth, bodies of water (including rivers, streams, lakes and aquifers) and plant and animal life (including humans);
- (z) "**Environmental Laws**" means all Applicable Laws relating to pollution or protection of human health or the Environment (including ambient air, water, surface water, groundwater, land surface, soil, or subsurface) or natural resources, including Applicable Laws relating to the storage, transfer, transportation, investigation, cleanup, treatment, or use of, or release or threatened release into the Environment of, any Hazardous Substances;

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<sup>1</sup> Guidance note to Buyer: Requirement to pay and satisfy Cure Costs to be determined on a case-by-case basis.

- (aa) **"Environmental Liabilities"** means all past, present and future Losses and Liabilities, Claims and other duties and obligations, whether arising under contract, Applicable Laws or otherwise, arising from, relating to or associated with:
- (i) any damage, pollution, contamination or other adverse situations pertaining to the Environment howsoever and by whomsoever caused and regardless of whether such damage, pollution, contamination or other adverse situations occur or arise in whole or in part prior to, at or subsequent to the date of this Agreement;
  - (ii) the presence, storage, use, holding, collection, accumulation, assessment, generation, manufacture, processing, treatment, stabilization, disposition, handling, transportation, release, emission or discharge of Petroleum Substances, oilfield wastes, water, Hazardous Substances, environmental contaminants and all other substances and materials regulated under any Applicable Law, including any forms of energy, or any corrosion to or deterioration of any structures or other property;
  - (iii) compliance with or the consequences of any non-compliance with, or violation or breach of, any Environmental Law;
  - (iv) sampling, monitoring or assessing the Environment or any potential impacts thereon from any past, present or future activities or operations; or
  - (v) the protection, reclamation, remediation or restoration of the Environment;
- that relate to or arise by virtue of the Assets or the ownership thereof or any past, present or future operations and activities conducted in connection with the Assets or on or in respect of the Lands or any lands pooled or unitized therewith;
- (bb) **"Excluded Assets"** means the assets set out and described in Schedule A under the heading entitled "Excluded Assets";
- (cc) **"Facilities"** means the Vendor's Interest in and to all field facilities whether or not solely located on or under the surface of the Lands (or lands with which the Lands are pooled) and that are, or have been, used for production, gathering, treatment, compression, transportation, injection, water disposal, measurement, processing, storage or other operations respecting the Leased Substances, including any applicable battery, separator, compressor station, gathering system, pipeline, production storage facility or warehouse, including those facilities and pipelines identified in Schedule A under the headings entitled "Facilities" and "Pipelines", respectively, and as applicable;
- (dd) **"Final Order"** means an order of the Court that has not been vacated, stayed, set aside, amended, reversed, annulled or modified, as to which no appeal or application for leave to appeal therefrom has been filed and the applicable appeal period with respect thereto shall have expired without the filing of any appeal or application for leave to appeal, or if any appeal(s) or application(s) for leave to appeal therefrom have been filed, any (and all) such appeal(s) or application(s) have been dismissed, quashed, determined, withdrawn or disposed of with no further right of appeal and all opportunities for rehearing, reargument, petition for certiorari and appeal being exhausted or having expired without any appeal, motion or petition having been filed and remaining pending, any requests for rehearing have been denied, and no order having been entered and remaining pending staying,

enjoining, setting aside, annulling, reversing, remanding, or superseding the same, and all conditions to effectiveness prescribed therein or otherwise by Applicable Law or order having been satisfied;

- (ee) "**General Conveyance, Assignment and Assumption Agreement**" means an agreement providing for the assignment by the Vendor of the Vendor's Interest in and to the Assets, free and clear of all Claims (other than Permitted Encumbrances), substantially in the form attached hereto as Schedule C, and the assumption by the Purchaser of the Assumed Liabilities, substantially in the form attached hereto as Schedule C;
- (ff) "**Governmental Authority**" means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, tribunal, commission, bureau, board, court (including the Court) or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government, having jurisdiction over a Party, the Assets or this Transaction, including for greater certainty the AER;
- (gg) "**GST**" means taxes, interest, penalties and other additions thereto imposed under Part IX of the *Excise Tax Act* (Canada) and the regulations made thereunder; and "**GST Legislation**" means such act and regulations collectively;
- (hh) "**Hazardous Substances**" means any substance, material or waste defined, regulated, listed or prohibited by Environmental Laws, including pollutants, contaminants, chemicals, deleterious substances, dangerous goods, hazardous or industrial toxic wastes or substances, radioactive materials, flammable substances, explosives, Petroleum Substances and products of Petroleum Substances, polychlorinated biphenyls, chlorinated solvents and asbestos;
- (ii) "**Initial Order**" has the meaning ascribed to that term in the recitals hereto;
- (jj) "**KSV**" has the meaning ascribed to that term in the recitals hereto;
- (kk) "**Lands**" means the lands set out and described in Schedule A under the heading entitled "Lands Schedule/Mineral Property Report", and the Petroleum Substances within, upon or under such lands (subject to the restrictions and exclusions identified in the Title Documents as to Petroleum Substances and geological formations);
- (ll) "**Leased Substances**" means all Petroleum Substances, rights to or in respect of which are granted, reserved or otherwise conferred by or under the Title Documents (but only to the extent that the Title Documents pertain to the Lands);
- (mm) "**Legal Proceeding**" means any litigation, action, suit, investigation, hearing, claim, complaint, grievance, arbitration proceeding or other proceeding and includes any appeal or review or retrial of any of the foregoing and any application for same;
- (nn) "**Licence Transfers**" means the transfer from the Vendor to the Purchaser of any permits, approvals, licences and authorizations granted by the AER or any other Governmental Authority in relation to the construction, installation, ownership, use or operation of the Wells or the Facilities, as applicable;

- (oo) **"Losses and Liabilities"** means any and all assessments, charges, costs, damages, debts, expenses, fines, liabilities, losses, obligations and penalties, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or determinable, including those arising under any Applicable Law, Claim by any Governmental Authority or any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority, and those arising under any contract, agreement, arrangement, commitment or undertaking and costs and expenses of any Legal Proceeding, assessment, judgment, settlement or compromise relating thereto, and all interest, fines and penalties and reasonable legal fees and expenses incurred in connection therewith (on a full indemnity basis);
- (pp) **"LTAs"** has the meaning set forth in Section 2.3(a);
- (qq) **"Miscellaneous Interests"** means, subject to any and all limitations and exclusions provided for in this definition, the Vendor's Interest in and to all property, assets, interests and rights pertaining to the Petroleum and Natural Gas Rights and the Tangibles (other than the Petroleum and Natural Gas Rights and the Tangibles), or either of them, but only to the extent that such property, assets, interests and rights pertain to the Petroleum and Natural Gas Rights and the Tangibles, or either of them, including any and all of the following:
  - (i) all contracts relating to the Petroleum and Natural Gas Rights and the Tangibles, or either of them (including the Title Documents);
  - (ii) all warranties, guarantees and similar rights relating to the Petroleum and Natural Gas Rights and the Tangibles, or either of them, including warranties and guarantees made by suppliers, manufacturers and contractors under the Assets, and claims against other Third Parties in connection with the contracts relating to the Petroleum and Natural Gas Rights and the Tangibles;
  - (iii) all subsisting rights to carry out operations relating to the Lands, the Tangibles or the Wells, and without limitation, all easements and other permits, licenses and authorizations pertaining to the Tangibles or the Wells;
  - (iv) rights to enter upon, use, occupy and enjoy the surface of any lands which are used or may be used to gain access to or otherwise use the Petroleum and Natural Gas Rights and the Tangibles, or either of them;
  - (v) all records, books, documents, licences, reports and data which relate to the Petroleum and Natural Gas Rights and the Tangibles, or either of them including any of the foregoing that pertain to geological or geophysical matters and, including plats, surveys, maps, cross-sections, production records, electric logs, cuttings, cores, core data, pressure data, decline and production curves, well files, and related matters, division of interest records, lease files, title opinions, abstracts of title, title curative documents, lease operating statements and all other accounting information, marketing reports, statements, gas balancing information, and all other documents relating to customers, sales information, supplier lists, records, literature and correspondence, physical maps, geologic or geophysical interpretation, electronic and physical project files; and



- (vi) the Wells, including the wellbores and any and all casing and down-hole monitoring and pumping equipment;

provided that unless otherwise agreed in writing by the Parties, the Miscellaneous Interests shall not include any documents or data to the extent that they are owned or licensed by Third Parties with restrictions on their deliverability or disclosure by the Vendor to an assignee;

- (rr) "**Monitor**" means KSV, in its capacity as the Court-appointed monitor of the Vendor in the CCAA Proceedings and not in its personal or corporate capacity;
- (ss) "**Monitor's Certificate**" means the certificate, substantially in the form attached as Schedule "A" to the Approval and Vesting Order, to be executed and delivered by the Monitor to the Vendor and the Purchaser on Closing and thereafter filed by the Monitor with the Court certifying that it has received the Conditions Certificates;
- (tt) "**Monitor's Solicitors**" means Cassels Brock & Blackwell LLP, or such other firm or firms of solicitors as are retained or engaged by the Monitor from time to time and notice of which is provided to the Purchaser;
- (uu) "**Notice Period**" has the meaning ascribed to that term in Section 8.2(b);
- (vv) "**Order**" means any order, writ, judgment, injunction, decree, stipulation, determination, decision, verdict, ruling, subpoena, or award entered by or with any Governmental Authority (whether temporary, preliminary, or permanent);
- (ww) "**Outside Date**" means the date which occurs 90 days following the date of execution of this Agreement, or such other date as the Parties may agree;
- (xx) "**Outstanding ROFR Assets**" has the meaning set forth in Section 10.2(e)(ii);
- (yy) "**Outstanding ROFRs**" has the meaning set forth in Section 10.2(e);
- (zz) "**Parties**" means, collectively, the Purchaser and the Vendor, and "**Party**" means any one of them;
- (aaa) "**Permitted Encumbrances**" means:<sup>2</sup>
  - (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;

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<sup>2</sup> Guidance note to Buyer: Permitted Encumbrances to be determined on a case-by-case basis.

- (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;
- (bbb) **"Person"** means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executory, Governmental Authority, or other entity however designated or instituted;

- (ccc) "**Petroleum and Natural Gas Rights**" means the Vendor's Interest in and to all rights to and in respect of the Leased Substances and the Title Documents (but only to the extent that the Title Documents pertain to the Lands);
- (ddd) "**Petroleum Substances**" means any of crude oil, petroleum, natural gas, natural gas liquids, coal bed methane and any and all other substances related to any of the foregoing, whether liquid, solid or gaseous, and whether hydrocarbons or not, including sulphur;
- (eee) "**Purchase Price**" has the meaning ascribed to that term in Section 3.1;
- (fff) "**Purchaser**" has the meaning ascribed to that term in the preamble hereto;
- (ggg) "**Purchaser's Solicitors**" means Lawson Lundell LLP, only at direction by Purchaser;
- (hhh) "**Representative**" means, in respect of a Person, each director, officer, employee, agent, legal counsel, accountant, consultant, contractor, professional advisor and other representative of such Person and its Affiliates and, with respect to the Vendor, includes the Monitor;
- (iii) "**ROFR**" means a right of first refusal, right of first offer or other pre-emptive or preferential right of purchase or similar right to acquire the Assets or certain of them that may become operative by virtue of this Agreement or the completion of the Transaction;
- (jjj) "**Specific Conveyances**" means all conveyances, assignments, transfers, novations and other documents or instruments that are reasonably required or desirable to convey, assign and transfer the Vendor's Interest in and to the Assets to the Purchaser and to novate the Purchaser in the place and stead of the Vendor, as applicable, with respect to the Assets (excluding the Licence Transfers);
- (kkk) "**Tangibles**" means the Vendor's Interest in and to the Facilities and any and all other tangible depreciable property and assets, if any, which are located within, upon or in the vicinity of the Lands and which are or are intended to be used to produce, process, gather, treat, measure, store, transport, make marketable or inject the Leased Substances or any of them;
- (lll) "**Third Party**" means any Person who is not a Party or an Affiliate of a Party;
- (mmm) "**Third Party Claim**" means any Claim by a Third Party asserted against the Vendor for which the Purchaser has indemnified the Vendor or is otherwise responsible pursuant to this Agreement;
- (nnn) "**Title Documents**" means, collectively, any and all certificates of title, leases, reservations, permits, licences, assignments, trust declarations, operating agreements, royalty agreements, gross overriding royalty agreements, participation agreements, farm-in agreements, sale and purchase agreements, pooling agreements, acreage contribution agreements, joint venture agreements and any other documents and agreements granting, reserving or otherwise conferring rights to (i) explore for, drill for, produce, take, use or market Petroleum Substances, (ii) share in the production of Petroleum Substances, (iii) share in the proceeds from, or measured or calculated by reference to the value or quantity of, Petroleum Substances which are produced, and (iv) rights to acquire any of the rights

described in items (i) to (iii) of this definition; but only if the foregoing pertain in whole or in part to Petroleum Substances within, upon or under the Lands;

- (ooo) "**Transaction**" means the transaction for the purchase and sale of the Vendor's Interest in and to the Assets, together with all other transactions contemplated in this Agreement, all as contemplated in this Agreement;
- (ppp) "**Transfer Taxes**" means all transfer taxes, sales taxes, use taxes, production taxes, value-added taxes, goods and services taxes, land transfer taxes, registration and recording fees, and any other similar or like taxes and charges imposed by a Governmental Authority in connection with the sale, transfer or registration of the transfer of the Assets, including GST; and which, for certainty, shall not include freehold mineral taxes;
- (qqq) "**Vendor**" has the meaning ascribed to that term in the preamble hereto;
- (rrr) "**Vendor's Interest**" means, when used in relation to any asset, undertaking or property, the entire right, title and interest, if any, of the Vendor, as applicable, in, to and/or under such asset, undertaking or property;
- (sss) "**Vendor's Solicitors**" means the law firm of Bennett Jones LLP, or such other firm or firms of solicitors as are retained or engaged by the Vendor from time to time and notice of which is provided to the Purchaser; and
- (ttt) "**Wells**" means the Vendor's Interest in and to the wells listed in Schedule A under the heading entitled "Wells", as applicable.

## 1.2 Interpretation

The following rules of construction shall apply to this Agreement unless the context otherwise requires:

- (a) All references to monetary amounts are to the lawful currency of Canada.
- (b) Words importing the singular include the plural and vice versa, and words importing gender include the masculine, feminine and neuter genders.
- (c) The word "include" and "including" and derivatives thereof shall be read as if followed by the phrase "without limitation".
- (d) The words "hereto", "herein", "hereof", "hereby", "hereunder" and similar expressions refer to this Agreement and not to any particular provision of this Agreement.
- (e) The headings contained in this Agreement are for convenience of reference only, and shall not affect the meaning or interpretation hereof.
- (f) Reference to any Article, Section or Schedule means an Article, Section or Schedule of this Agreement unless otherwise specified.
- (g) If any provision of a Schedule hereto conflicts with or is at variance with any provision in the body of this Agreement, the provisions in the body of this Agreement shall prevail to the extent of the conflict.

- (h) All documents executed and delivered pursuant to the provisions of this Agreement are subordinate to the provisions hereof and the provisions hereof shall govern and prevail in the event of a conflict.
- (i) This Agreement has been negotiated by each Party with the benefit of legal representation, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party does not apply to the construction or interpretation of this Agreement.
- (j) Reference to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof.
- (k) References to an Applicable Law means such Applicable Law as amended from time to time and includes any successor Applicable Law thereto any regulations promulgated thereunder.

### **1.3 Schedules**

The following are the Schedules attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

Schedule A	Assets Listing and Excluded Assets
Schedule B	Form of Approval and Vesting Order
Schedule C	Form of General Conveyance, Assignment and Assumption Agreement
Schedule D	Forms of Conditions Certificates

### **1.4 Interpretation if Closing Does Not Occur**

If Closing does not occur, each provision of this Agreement which presumes that the Purchaser has acquired the Assets shall be construed as having been contingent upon Closing having occurred.

## **ARTICLE 2 PURCHASE AND SALE**

### **2.1 Agreement of Purchase and Sale**

Subject to the terms and conditions of this Agreement, and in consideration of the Purchase Price, the Vendor hereby agrees to sell, assign and transfer to the Purchaser, and the Purchaser agrees to purchase, accept and receive from the Vendor, the Vendor's Interest in and to the Assets.

### **2.2 Transfer of Property and Assumption of Liabilities**

Provided that Closing occurs and subject to the terms and conditions of this Agreement, possession, risk, and legal and beneficial ownership of the Assets shall transfer from the Vendor to the Purchaser on the Closing Date, and the Purchaser agrees to assume, discharge, perform and fulfil all Assumed Liabilities. Without limiting the provisions of this Agreement relating to the General Conveyance, Assignment and Assumption Agreement (and such agreement itself), or any other provisions of this Agreement relating to sale, transfer, assignment, conveyance or delivery, the Assets including Alberta Gas Cost Allowance shall be sold, assigned, transferred, conveyed, and delivered by the Vendor to the Purchaser by way of the Licence Transfers, the Specific Conveyances and other appropriate instruments of transfer, bills of sale,

endorsements, assignments, and deeds, in recordable form, or by way of an Order of the Court, as appropriate, and free and clear of any and all Claims other than Permitted Encumbrances, as applicable.

### **2.3 Licence Transfers**

- (a) Promptly following the Closing Date (or at such earlier time as may be permitted by the AER, as applicable), the Vendor shall electronically submit applications to the AER for the Licence Transfers ("LTAs"), and confirm that such submission has been made to the Purchaser, and in addition the Vendor shall cause to be provided any information and documentation along with such LTAs to the AER which are required to be provided by the transferor in connection with the foregoing. The Purchaser shall accept or ratify such LTAs without delay, provided that, if the Purchaser in good faith determines or believes that any of the LTAs are not complete and accurate, or the AER refuses to process any such LTAs because of some defect therein, the Parties shall cooperate to duly complete or to correct such incomplete or inaccurate LTAs as soon as practicable and, thereafter, the Vendor shall promptly re-submit such LTAs and the Purchaser shall accept or ratify such re-submitted LTAs without delay. Each Party shall be responsible for its own costs relating to LTAs hereunder. The Purchaser shall provide any information and documentation in respect of such LTAs to the AER which are required to be provided by the transferee in connection with the foregoing. Following submission of the LTAs, the Purchaser shall use reasonable commercial efforts to obtain the approval from the AER of the LTAs and registration of the Licence Transfers, subject to the specific requirements of this Section 2.3.
- (b) If the AER denies any of the LTAs because of misdescription or other minor deficiencies contained therein, the Vendor shall, within two Business Days of such denial, correct the LTA(s) and amend and re-submit the LTA(s), and the Purchaser shall accept or ratify such re-submitted LTAs without delay.
- (c) In the event that the Purchaser has applied, or prior to the Closing Date applies, to the AER for a discretionary waiver from the AER's security requirements in respect of the Transaction, then Vendor shall provide such information and documentation to the AER regarding the Assets as may reasonably be required in connection with the AER's review of such discretionary waiver application made by the Purchaser (but only to the extent such information and documentation has not already been made available by the Vendor or its Representatives to the Purchaser or its Representatives); provided that the Purchaser agrees it shall have primary carriage of, and be solely responsible at its own cost for submitting and liaising with the AER in respect of, such application.
- (d) The Purchaser shall on a timely and continuing basis keep the Vendor fully apprised and informed regarding all communications the Purchaser may have with the AER in connection with the Transaction, including all communications respecting LTAs, and without limiting the generality of the foregoing the Purchaser shall provide copies to the Vendor of all related correspondence from the Purchaser to the AER, and the Purchaser shall request that the AER provide copies to the Vendor of all related correspondence from the AER to the Purchaser.

### **2.4 Specific Conveyances**

- (a) Within a reasonable time following its receipt of the Title Documents from Vendor, Purchaser shall prepare and provide for the Vendor's review all Specific Conveyances. None of the Specific Conveyances shall confer or impose upon either Party any greater

right or obligation than as contemplated in this Agreement. Promptly after Closing, the Purchaser shall register and/or distribute (as applicable), all such Specific Conveyances and shall bear all costs incurred therewith and in preparing and registering any further assurances required to convey the Assets to the Purchaser.

- (b) As soon as practicable following Closing, the Vendor shall deliver or cause to be delivered to the Purchaser such original copies of the Title Documents and any other agreements and documents to which the Assets are subject and such original copies of contracts, agreements, records, books, documents, licenses, reports and data comprising Miscellaneous Interests which are now in the possession or control of the Vendor or of which the Vendor gains possession or control prior to Closing.
- (c) Notwithstanding Sections 2.4(a) and 2.4(b), requests for the transfers from the Vendor to the Purchaser of registered Crown leases or licences, related surface rights and any other Title Documents which are administered by a Governmental Authority shall be submitted by the Vendor and accepted by the Purchaser as soon as is practicable after Closing.

## **2.5 Post-Closing Maintenance of Assets**

- (a) Following Closing, if and to the extent that Purchaser must be novated into, recognized as a party to, or otherwise accepted as assignee or transferee of Vendor's interest in the Assets or certain of them, including any Title Documents and Assumed Contracts, the following provisions shall apply with respect to the applicable Assets until such novation, recognition or acceptance has occurred:
  - (i) the Purchaser shall use reasonable commercial efforts to obtain, as may be required by the terms of any Assumed Contracts, consents or approvals to the assignment of such Assumed Contracts; provided that to the extent that any Cure Costs are payable with respect to any Assumed Contract, the Purchaser shall be responsible for and shall pay all such Cure Costs, which shall be paid directly to the counterparty as and when required in conjunction with the assignment of the Assumed Contracts, and which Cure Costs shall form part of the Purchase Price for the Assets;
  - (ii) to the extent not obtained prior to the Closing Date, the Purchaser shall continue to use reasonable commercial efforts to obtain the AER's approval of the LTAs and registration of the Licence Transfers;
  - (iii) to the extent permitted by any applicable Assumed Contract:
    - (A) the Purchaser will pay, perform and discharge the duties and obligations accruing after Closing under such Assumed Contract, on behalf of the Vendor, until such time as the effective transfer or assignment of the relevant Assumed Contract to the Purchaser; and
    - (B) the Vendor shall use reasonable commercial efforts to exercise the rights, entitlements, benefits and remedies under such Assumed Contract, on behalf of the Purchaser until such time as the effective transfer or assignment of the relevant Assumed Contract to the Purchaser, or such Assumed Contract expires or otherwise terminates;

- (iv) the Vendor shall not have any liability as a consequence of the Vendor taking any action or causing anything to be done under this Section 2.5(a), and the Purchaser shall be responsible and liable for, and, as a separate covenant, shall hereby indemnify and save harmless the Vendor and its Representatives against, all costs and expenses reasonably incurred by the Vendor, its Affiliates or their respective Representatives as a consequence of or in connection with this Section 2.5(a); and
  - (v) nothing in this Agreement shall constitute an agreement to assign, and shall not be construed as an assignment of, or an attempt to assign to the Purchaser, any Assumed Contract until such time as the necessary consents or approvals with respect to the assignment are obtained.
- (b) Both before and after Closing, the Purchaser shall use all commercially reasonable efforts to obtain any and all approvals required under Applicable Law and any and all material consents of Third Parties required to permit this Transaction to be completed. The Parties acknowledge that the acquisition of such consents shall not be a condition precedent to Closing. It shall be the sole obligation of the Purchaser, at the Purchaser's sole cost and expense, to provide any and all financial assurances, deposits or security that may be required by Governmental Authorities or any Third Parties under the Assumed Contracts or Applicable Laws to permit the transfer of the Assets, including the Assumed Contracts, to the Purchaser.

## **2.6 Assumed Liabilities**

Following Closing, the Purchaser shall assume, perform, discharge and pay when due all of the Assumed Liabilities. For greater certainty, the Purchaser acknowledges and agrees that the Environmental Liabilities and Abandonment and Reclamation Obligations in respect of the Assets are future costs and obligations associated with the ownership of the Assets that are tied and connected to the ownership of the Assets such that they are inextricably linked and embedded with the Assets.

## **ARTICLE 3 PURCHASE PRICE**

### **3.1 Purchase Price**

The consideration payable by the Purchaser for the Assets shall be [REDACTED] (the "**Purchase Price**"). The Purchase Price shall be satisfied in accordance with Section 3.3(b) and shall not be subject to any adjustment (and for greater certainty, Cure Costs shall be satisfied in accordance with Section 2.5(a)(i)). The Purchaser and the Vendor acknowledge and agree that the Purchase Price reflects the fair market value of the Assets as of the Closing Date, having due regard to the Environmental Liabilities connected to and embedded in the Assets that depress the value of the Assets.

### **3.2 Allocation of Purchase Price**

The Purchase Price shall be allocated among the Assets as follows:

- (a) to the Petroleum and Natural Gas Rights, 70%;
- (b) to the Tangibles, 30% less \$10.00; and
- (c) to the Miscellaneous Interests, \$10.00.



### 3.3 Deposit and Satisfaction of Purchase Price

- (a) The Parties acknowledge that:
  - (i) as of the date hereof, the Purchaser has paid the amount equal to ten percent (10%) of the Purchase Price (the "**Deposit**") to the Monitor;
  - (ii) the Deposit has been delivered to and shall be held in trust by the Monitor; and
  - (iii) the Deposit shall be held and administered by the Monitor in accordance with the terms and conditions of this Agreement (including this Section 3.3).
  
- (b) At Closing, the Purchase Price (other than Cure Costs, which are payable in accordance with Section 2.5(a)(i)) shall be paid and satisfied as follows:
  - (i) as to the amount of the Deposit, upon the receipt of a written joint direction delivered to the Monitor by the Purchaser and the Vendor, the Monitor shall deliver the amount of the Deposit to the Vendor by electronic wire transfer and such amount shall be applied against the amount of the Purchase Price for the account of the Purchaser; and
  - (ii) as to the balance of the Purchase Price (other than Cure Costs, which are payable in accordance with Section 2.5(a)(i)), along with any additional amounts owing in respect of applicable GST, the Purchaser shall pay to the Vendor such amount by electronic wire transfer.
  
- (c) If this Agreement is terminated:
  - (i) (A) pursuant to Section 13.1(a) by mutual agreement of the Parties; (B) pursuant to Sections 13.1(b) or 13.1(c) by the Purchaser; (C) pursuant to Section 13.1(e) by the Vendor; or (D) for any other reason other than as contemplated under Section 3.3(c)(ii); then the Deposit shall be returned to the Purchaser; or
  - (ii) pursuant to Section 13.1(d) by the Vendor, the full amount of the Deposit shall be forfeited to the Vendor,

and, subject to Section 13.2, each Party shall be released from all obligations and liabilities under or in connection with this Agreement. In the event of termination of this Agreement under Section 3.3(c)(ii) pursuant to which the Vendor shall be entitled to retain the Deposit, the Parties agree that the amount of the Deposit, constitutes a genuine pre-estimate of liquidated damages representing the Vendor's Losses and Liabilities as a result of Closing not occurring and agree that the Vendor shall not be entitled to recover from the Purchaser any amounts that are in excess of the Deposit as a result of Closing not occurring. The Purchaser hereby waives any claim or defence that the amount of the Deposit is a penalty or is otherwise not a genuine pre-estimate of the Vendor's damages.

**ARTICLE 4  
TRANSFER TAXES**

**4.1 Transfer Taxes**

The Parties agree that:

- (a) the Purchase Price does not include Transfer Taxes and the Purchaser shall be liable for and shall pay, and be solely responsible for, any and all Transfer Taxes pertaining to the Purchaser's acquisition of the Assets; and
- (b) the Purchaser shall indemnify the Vendor and its Affiliates for, from and against any Transfer Taxes (including any interest or penalties imposed by a Governmental Authority) that any of them are required to pay or for which any of them may become liable as a result of any failure by the Purchaser to self-assess, pay or remit such Transfer Taxes, other than as a result of a failure by the Vendor or its Affiliates to timely remit any amounts on account of Transfer Taxes paid by the Purchaser hereunder.

**ARTICLE 5  
REPRESENTATIONS AND WARRANTIES**

**5.1 Vendor's Representations**

The Vendor hereby represents and warrants to the Purchaser that:

- (a) it is a corporation duly formed and validly subsisting under the laws of the Province of Alberta and has the requisite power and authority to enter into this Agreement and to complete the Transaction;
- (b) except for: (i) Court Approval; and (ii) the Licence Transfers and any consents, approvals or waivers that are required in connection with the assignment of an Assumed Contract; the execution, delivery and performance of this Agreement by it does not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority, except where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not prevent or materially delay the consummation by the Vendor of the Transaction;
- (c) it is not a non-resident of Canada within the meaning of such term under the *Income Tax Act* (Canada) and is not an agent or trustee for anyone with an interest in the Assets who is a non-resident of Canada within the meaning of such term under the *Income Tax Act* (Canada) (or a partnership that is not a "Canadian partnership" within the meaning of such term under the *Income Tax Act* (Canada));
- (d) subject to Court Approval being obtained, this Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding obligation of it and is enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar Applicable Laws relating to creditors' rights generally and subject to general principles of equity;

- (e) the Purchaser will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the Transaction because of any action taken by, or agreement or understanding reached by the Vendor; and
- (f) with respect to the GST imposed under the GST Legislation, the Vendor is registered under the GST Legislation and will continue to be registered at the Closing Date in accordance with the provisions of the GST Legislation and its GST registration number is 736658725RT0001.

## 5.2 Purchaser's Representations

The Purchaser hereby represents and warrants to the Vendor that:

- (a) it is a corporation duly incorporated and validly subsisting under the laws of the jurisdiction of its incorporation or formation and has the requisite power and authority to enter into this Agreement and to complete the Transaction;
- (b) it has taken all necessary corporate or other acts to authorize the execution, delivery and performance by it of this Agreement;
- (c) neither the execution of this Agreement nor its performance by the Purchaser will result in a breach of any term or provision or constitute a default under any indenture, mortgage, deed of trust or any other agreement to which the Purchaser is a party or by which it is bound which breach could materially affect the ability of the Purchaser to perform its obligations hereunder;
- (d) except for: (i) Court Approval; and (ii) the Licence Transfers and any consents, approvals or waivers that are required in connection with the assignment of an Assumed Contract; the execution, delivery and performance of this Agreement by it does not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority, except where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not prevent or materially delay the consummation by the Purchaser of this Transaction;
- (e) subject to Court Approval being obtained, this Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding obligation of the Purchaser and is enforceable against the Purchaser in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar Applicable Laws relating to creditors' rights generally and subject to general principles of equity;
- (f) the Purchaser is not a non-Canadian Person within the meaning of the *Investment Canada Act* (Canada) nor a non-resident of Canada for the purposes of the *Income Tax Act* (Canada);
- (g) the Vendor will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the Transaction because of any action taken by, or agreement or understanding reached by, the Purchaser;
- (h) to the knowledge of the Purchaser, the Purchaser meets all eligibility requirements of Governmental Authorities to purchase and accept a transfer of the Assets, including without limiting the generality of the foregoing, the eligibility requirements of the AER

under *Directive 067*, as applicable to the Purchaser in connection with the transactions as contemplated hereunder. As of the date of submission of the LTAs, the Purchaser has "General Eligibility" status as defined under *Directive 067* and the Purchaser's BA code is A1M4.

- (i) as of the date of submission of the LTAs, the Purchaser is not aware of any fact or circumstance that would (i) result in the AER determining that the Purchaser poses an unreasonable risk in accordance with the factors and criteria established by the AER pursuant to *Directive 088* and *Manual 023: Licensee Life-Cycle Management*, or (ii) prevent or delay the Licence Transfers or the review of the LTAs by the AER as contemplated hereunder;
- (j) with respect to the GST imposed under the GST Legislation, the Purchaser is registered under the GST Legislation and will continue to be registered at the Closing Date in accordance with the provisions of the GST Legislation and that its GST registration number is 85301 4231 RT0001;
- (k) the Purchaser is a "Canadian" within the meaning of the *Investment Canada Act* (Canada);
- (l) the Purchaser will have the financial resources necessary to pay, as and when due from the Purchaser, the Purchase Price (including the Deposit), the Cure Costs, the Transfer Taxes, its legal fees and expenses, registration costs and any other amounts payable by the Purchaser pursuant hereto; and
- (m) the Purchaser has the financial resources necessary to post or satisfy all necessary security, deposits, letters of credit, guarantees or other financial assurances necessary to take possession of the Assets and to satisfy the security required by the Assumed Contracts.

### **5.3 Enforcement of Representations and Warranties**

- (a) The representations and warranties of each Party contained in this Agreement shall survive until Closing and shall thereafter be of no further force and effect. Effective upon the occurrence of Closing, each Party hereby releases and forever discharges each other Party from any breach of any representations and warranties set forth in this Agreement. For greater certainty, none of the representations and warranties contained in this Article 5 shall survive Closing and, the Purchaser's sole recourse for any material breach of representation or warranty by the Vendor shall be for the Purchaser to not complete the Transaction in accordance with this Agreement.
- (b) The representations and warranties of the Vendor made herein or pursuant hereto are made for the exclusive benefit of the Purchaser, and the representations and warranties of the Purchaser made herein or pursuant hereto are made for the exclusive benefit of the Vendor, as the case may be, and are not transferable and may not be made the subject of any right of subrogation in favour of any other Person.
- (c) The Parties expressly acknowledge and agree that the provisions of this Section 5.3 and the limit on each Party's liability set out in this Section 5.3 are intended by the Parties as a limitation of liability that represents a fair and equitable allocation of the risks and liabilities that each Party has agreed to assume in connection with the subject matter hereof and is not an agreement within the provision of subsection 7(2) of the *Limitations Act* (Alberta).

**ARTICLE 6**  
**"AS IS, WHERE IS" AND NO ADDITIONAL**  
**REPRESENTATIONS AND WARRANTIES**

**6.1 Due Diligence Acknowledgement**

The Purchaser acknowledges and agrees that:

- (a) it was solely responsible to perform any inspections it deemed pertinent to the purchase of the Assets and to be satisfied as to the condition of the Assets prior to entering into this Agreement with the Vendor;
- (b) notwithstanding the fact that it was permitted to review any diligence materials and disclosures provided by the Vendor, including the Due Diligence Information, the Vendor assumes no liability for errors or omissions in such diligence materials and disclosure or any other property listings or advertising, promotional or publicity statements and materials, and makes no representations or warranties in respect thereof;
- (c) by entering into this Agreement with the Vendor, the Purchaser shall be deemed to represent, warrant and agree with respect to the Assets that:
  - (i) the Purchaser has inspected the Assets and is familiar and satisfied with the physical condition thereof and has conducted such investigation of the Assets as the Purchaser has determined appropriate;
  - (ii) neither the Vendor nor its Affiliates or their respective Representatives have made any oral or written representation, warranty, promise or guarantee whatsoever to the Purchaser, expressed or implied, and in particular, that no such representations, warranties, guarantees, or promises have been made with respect to the physical condition, operation, or any other matter or thing affecting or related to the Assets and/or the offering or sale of the Assets;
  - (iii) the Purchaser has not relied upon any representation, warranty, guarantee or promise or upon any statement made or any information provided concerning the Assets, including the Due Diligence Information made available to the Purchaser by the Vendor, its respective Affiliates or their respective Representatives;
  - (iv) the Purchaser has entered into this Agreement after having relied solely on its own independent investigation, inspection, analysis, appraisal and evaluation of the Assets and the facts and circumstances related thereto;
  - (v) any information provided or to be provided by or on behalf of the Vendor with respect to the Assets, including all Due Diligence Information, was obtained from information provided to the Vendor and the Vendor has not made any independent investigation or verification of such information, and makes no representations as to the accuracy or completeness of such information;
  - (vi) without limiting the generality of the foregoing, the Vendor is not under any obligation to disclose to the Purchaser, and shall have no liability for its failure to disclose to the Purchaser, any information known to it relating to the Assets except as may be required by any Applicable Law; and

- (vii) neither the Vendor, its Affiliates or their respective Representatives are liable or bound in any manner by any oral or written statements, representations or information pertaining to the Assets, or the operation thereof, made or furnished by any real estate broker, agent, employee, or other Person.

## 6.2 "As Is, Where Is", No Additional Representations

- (a) Without limiting any other provision of this Agreement, the Purchaser acknowledges and agrees that it is acquiring the Assets on an "as is, where is" and "without recourse" basis with all defects, both patent and latent, and with all faults, whether known or unknown, presently existing or that may hereafter arise. The Purchaser acknowledges and agrees that, except as expressly set forth in this Agreement, the Vendor, its Affiliates and their respective Representatives have not made, do not make and specifically negate and disclaim any representation, warranty, promise, covenant, agreement or guaranty of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Assets. For greater certainty, but without limitation, except as expressly set forth in this Agreement, none of the Vendor, its Affiliates or their respective Representatives make any condition, representation or warranty whatsoever, express or implied, with respect to:
  - (i) the title and interest of the Vendor in and to the Assets;
  - (ii) whether any ROFRs are exercisable by a Third Party in connection with the completion of the Transactions;
  - (iii) the quality, quantity or recoverability of Petroleum Substances within or under the Lands or any lands pooled or unitized therewith;
  - (iv) the income to be derived from the Assets, if any;
  - (v) any estimates of the value of the Assets or the revenues or cash flows from future production from the Lands;
  - (vi) the rates of production of Petroleum Substances from the Lands;
  - (vii) the quality, condition, marketability, profitability, fitness for a particular purpose or merchantability of any tangible depreciable equipment or property interests which comprise the Assets (including the Tangibles or any personal property);
  - (viii) the suitability of the Assets for any and all purposes, activities and uses which the Purchaser may desire to conduct thereon;
  - (ix) the compliance of or by the Assets or its operation with any Applicable Law (including Environmental Laws);
  - (x) the validity or enforceability of the Assumed Contracts or the ability to assign any of the Assumed Contracts;
  - (xi) any regulatory approvals, permits and licenses, consents or authorizations that may be needed to complete the purchase of the Assets contemplated by this Agreement;

- (xii) the manner or quality of the construction or materials, if any, incorporated into the Assets;
  - (xiii) the manner, quality, state of repair or lack of repair of the Assets;
  - (xiv) the existence of soil instability, past soil repairs, susceptibility to landslides, sufficiency of under-shoring, sufficiency of drainage, or any other matter affecting the stability or integrity of the Assets or any structures or improvements situated thereon;
  - (xv) whether the Assets are located in a seismic hazards zone or a flood hazard zone;
  - (xvi) the presence of pests and any damage to the Assets and/or its improvements that may have occurred as a result;
  - (xvii) the nature and quantum of the Assumed Liabilities; or
  - (xviii) any other matter with respect to the Assets.
- (b) The Purchaser acknowledges that the release and disclaimer described in this Article 6 is intended to be very broad and, except for its express rights under this Agreement, the Purchaser expressly waives and relinquishes any rights or benefits it may have under any Applicable Law designed to invalidate releases of unknown or unsuspected claims.
- (c) Except for its express rights under this Agreement, the Purchaser hereby waives all rights and remedies (whether now existing or hereinafter arising and including all common law, tort, contractual and statutory rights and remedies) against the Vendor, its Affiliates and their respective Representatives in respect of the Assets and any representations or statements made or information or data furnished to the Purchaser or its Representatives in connection herewith (whether made or furnished orally or by electronic, faxed, written or other means). Such waiver is absolute, unlimited, and includes, but is not limited to, waiver of express warranties, implied warranties, any warranties contained in the *Sale of Goods Act* (Alberta), the *Sale of Goods Act* (British Columbia) (or similar applicable statutes, all as may be amended, repealed or replaced), warranties of fitness for a particular use, warranties of merchantability, warranties of occupancy, strict liability and claims of every kind and type, including claims regarding defects, whether or not discoverable or latent, product liability claims, or similar claims, and all other claims that may be later created or conceived in strict liability or as strict liability type claims and rights.

## **ARTICLE 7 RISK AND COSTS AND INSURANCE**

### **7.1 Risk and Costs**

Except as otherwise provided for in this Agreement, the Assets will be at the sole risk and responsibility of the Vendor until the Closing Date, and thereafter at the sole risk and responsibility of the Purchaser.

## 7.2 Insurance

Any property, liability and other insurance maintained by the Vendor in relation to the Assets, to the extent applicable, shall not be transferred at Closing, but shall remain the responsibility of the Vendor until the Closing Date. The Purchaser shall be responsible for placing its own property, liability and other insurance coverage with respect to the Assets in respect of the period from and after 12:01 a.m. on the Closing Date.

## ARTICLE 8 INDEMNIFICATION

### 8.1 Indemnification Given by Purchaser

If Closing occurs, the Purchaser shall:

- (a) be liable to the Vendor, its Affiliates and their respective Representatives for; and
- (b) as a separate covenant, indemnify and save harmless the Vendor, its Affiliates and their respective Representatives from and against;

all Losses and Liabilities suffered, sustained, paid or incurred by the Vendor, its Affiliates and/or their respective Representatives related to or in connection with the Assets and the Assumed Liabilities, including: (i) all Losses and Liabilities attributable to the ownership, operation, use, construction or maintenance of the Assets during the period following the Closing Date; (ii) all Losses and Liabilities arising or accruing on or after the Closing Date under any Assumed Contract, including any and all Cure Costs; and (iii) any other Losses and Liabilities for which the Purchaser has otherwise agreed to indemnify the Vendor pursuant to this Agreement, including pursuant to Section 9.2. The Purchaser's indemnity obligations set forth in this Section 8.1 shall survive the Closing Date indefinitely pursuant to Section 14.3.

### 8.2 Third Party Claims

- (a) If any of the Vendor, its Affiliates or any of their respective Representatives receives written notice of the commencement or assertion of any Third Party Claim for which the Purchaser is liable pursuant to this Agreement (or has otherwise agreed to indemnify the Vendor, its Affiliates or their respective Representatives against), the Vendor shall give the Purchaser reasonably prompt notice thereof, but in any event no later than ten (10) days after receipt of such notice of such Third Party Claim. Such notice to the Purchaser shall describe the Third Party Claim in reasonable detail and shall indicate, if reasonably practicable, the estimated amount (or the method of computation of the amount) of the Losses and Liabilities that has been or may be sustained by the Vendor, its Affiliates or their respective Representatives, respectively, and a reference to the provisions of this Agreement, or other applicable document, upon which such claim is based.
- (b) The Purchaser may assume the carriage and control of the defence of any Third Party Claim by giving notice to that effect to the Vendor, not later than ten (10) days after receiving notice of that Third Party Claim (the "**Notice Period**") so long as: (i) the Purchaser first acknowledges to the Vendor, in writing, liability to the Vendor, its Affiliates and/or their respective Representatives, under this Agreement with respect to such Third Party Claim and that the outcome of such Third Party Claim does not alter or diminish the Purchaser's obligation to indemnify the Vendor, its Affiliates and/or their respective Representatives, pursuant to this Agreement, subject to the Purchaser's right to contest in good faith the



Third Party Claim; (ii) the Purchaser has the financial resources to defend against the Third Party Claim and fulfill any indemnification obligations and has provided the Vendor, its Affiliates and/or their respective Representatives, with evidence thereof; (iii) the Third Party Claim involves monetary damages; and (iv) the Purchaser thereafter pursues the defence or settlement of the Third Party Claim actively and diligently. The Purchaser's right to do so shall be subject to the rights of any insurer or other third party who has potential liability in respect of that Third Party Claim. The Purchaser shall pay all of its own expenses of participating in or assuming such defence. In the event that the Purchaser elects to assume the carriage and control of the defence of a Third Party Claim pursuant to this Section 8.2(b), then the Vendor shall, or shall cause its Affiliates and/or their respective Representatives to, cooperate in good faith in the defence of each Third Party Claim and may participate in such defence assisted by counsel of its own choice at its own expense.

- (c) If the Vendor has not received notice within the Notice Period that the Purchaser has elected to assume the carriage and control of the defence of such Third Party Claim in accordance with Section 8.2(b), or if the Purchaser has given such notice but thereafter fails or is unable to pursue the defence or settlement of such Third Party Claim actively and diligently, the Vendor, its Affiliates and/or their respective Representatives, may, at their option, elect to settle or compromise the Third Party Claim on terms of its choosing, or assume such defence assisted by counsel of its own choosing, and the Purchaser shall be liable for all reasonable costs and expenses paid or incurred in connection therewith and any Losses and Liabilities suffered or incurred by the Vendor, its Affiliates and/or their Representatives with respect to such Third Party Claim.

### **8.3 Failure to Give Timely Notice**

Notwithstanding that time is of the essence, a failure to give timely notice as provided in this Article 8 shall not affect the rights or obligations of any Party except and only to the extent that, as a result of such failure, any Party which was entitled to receive such notice was deprived of its right to recover any payment under any applicable insurance coverage or was otherwise prejudiced as a result of such failure.

### **8.4 No Merger**

There shall not be any merger of any liability or indemnity hereunder in any assignment, conveyance, transfer or document delivered pursuant hereto notwithstanding any rule of law, equity or statute to the contrary and all such rules are hereby waived.

### **8.5 Third Party Beneficiary**

The Vendor's Representatives and the Vendor's Affiliates, and all of their respective Representatives are intended third party beneficiaries of this Article 8 and shall have the right, power and authority to enforce the provisions hereof as though they were each a party hereto. The Purchaser further agrees to execute such agreements as may be reasonably requested by such Persons in connection with these provisions that are consistent with this Article 8 or that are reasonably necessary to give further effect thereto.

**ARTICLE 9  
ENVIRONMENTAL MATTERS**

**9.1 Acknowledgements Regarding Environmental Condition**

The Purchaser acknowledges that, insofar as the environmental condition of the Assets is concerned, it will acquire the Assets pursuant hereto on an "as is, where is" basis. The Purchaser acknowledges that it is familiar with the condition of the Assets, including the past and present use of the Lands and the Tangibles, that the Vendor has provided the Purchaser with a reasonable opportunity to inspect the Assets at the sole cost, risk and expense of the Purchaser (insofar as the Vendor could reasonably provide such access) and that the Purchaser is not relying upon any representation or warranty of the Vendor, its Affiliates or any of their respective Representatives as to the environmental condition of the Assets, or any Environmental Liabilities or Abandonment and Reclamation Obligations in respect thereof.

**9.2 Assumption of Environmental Liabilities**

If Closing occurs, the Purchaser shall:

- (a) be liable to the Vendor, its Affiliates and their respective Representatives for; and
- (b) as a separate covenant, indemnify and save harmless the Vendor, its Affiliates and their respective Representatives from and against;

all Losses and Liabilities suffered, sustained, paid or incurred by the Vendor, its Affiliates or their respective Representatives as a result of any matter or thing arising out of, attributable to or connected with any Environmental Liabilities or any Abandonment and Reclamation Obligations. Once Closing has occurred, the Purchaser shall be solely responsible for all Environmental Liabilities and all Abandonment and Reclamation Obligations as between the Vendor (on one hand) and the Purchaser (on the other hand) including whether occurring or accruing prior to, on or after the Closing Date, and hereby releases the Vendor, its Affiliates and their respective Representatives from any claims the Purchaser may have against the Vendor with respect to all such Environmental Liabilities and Abandonment and Reclamation Obligations. Without restricting the generality of the foregoing, the Purchaser shall be responsible for all Environmental Liabilities and Abandonment and Reclamation Obligations (including whether occurring or accruing prior to, on or after the Closing Date) in respect of all Wells and Tangibles.

**ARTICLE 10  
COVENANTS**

**10.1 Conduct of Business Until Closing**

- (a) Until the Closing Date, the Vendor shall provide the Purchaser with all access to the Assets as reasonably required by the Purchaser in order to allow for and assist the Purchaser with an orderly passing of the Assets to the Purchaser following Closing in accordance herewith.
- (b) The access to the Assets to be afforded to the Purchaser and its Representatives pursuant to this Section 10.1 will be subject to the Assumed Contracts and all of the Vendor's site entry protocols, health, safety and environmental rules, policies and procedures. Further, the Purchaser acknowledges and agrees that it shall:

- (i) be solely liable and responsible for any and all Losses and Liabilities which the Vendor, its Affiliates or their respective Representatives may suffer, sustain, pay or incur; and
- (ii) as a separate covenant, indemnify and save harmless the Vendor, its Affiliates and their respective Representatives harmless from any and all Claims or Losses and Liabilities whatsoever which may be brought against, suffered by or incurred by the Vendor, its Affiliates or their respective Representatives;

arising out of, resulting from, attributable to or in any way connected with any access provided to the Purchaser or its Representatives pursuant to this Section 10.1.

## 10.2 ROFRs

- (a) The Purchaser acknowledges that it shall be responsible for conducting such separate investigation of the Assets as the Purchaser has determined is appropriate with respect to the identification of ROFRs applicable to the Assets as soon as is reasonably practicable after the date hereof. The Purchaser shall indemnify Losses and Liabilities suffered, sustained, paid or incurred by the Vendor, its Affiliates or their respective Representatives as a result of any failure by the Purchaser to identify ROFRs applicable to the Assets or any Third Party Claim relating to the allocation of the value of a ROFR to be determined by the Purchaser in accordance with Section 10.2(b)(i), as applicable.
- (b) If the Purchaser has identified any ROFRs pursuant to Section 10.2(a):
  - (i) promptly following the identification of Assets which are the subject of ROFRs, the Purchaser shall prepare and provide the Vendor with ROFR notices to be issued in respect of such ROFRs, which shall include the Purchaser's bona fide allocation of the amount of the Purchase Price attributable to each of such Assets which are subject to a ROFR;
  - (ii) the Vendor shall courier ROFR notices to the Third Parties holding such ROFRs promptly following the receipt of the same from the Purchaser; and
  - (iii) to the extent the Purchaser is not copied directly on a response from a Third Party ROFR holder, the Vendor shall notify the Purchaser in writing forthwith upon each Third Party exercising or waiving such a ROFR.
- (c) If any such Third Party elects to exercise such a ROFR, then:
  - (i) the definition of Assets shall be deemed to be amended to exclude those Assets in respect of which the ROFR has been exercised;
  - (ii) such Assets shall not be conveyed to the Purchaser;
  - (iii) any proceeds received by the Vendor from a Third Party in respect of the sale and conveyance of any Assets which are subject to a ROFR shall be deemed to not constitute Assets for the purposes of this Agreement; and
  - (iv) the Purchase Price shall not be subject to any reduction in the event of the exercise of any such ROFR by a Third Party.

- (d) In the event that a Third Party exercises a ROFR and is then unable or unwilling to enter into a conveyance agreement with the Vendor for the relevant Assets, the Purchaser agrees to accept a conveyance of such Assets under the same terms and conditions as this Agreement to whatever extent possible.
- (e) Closing shall not be delayed even though certain of the ROFRs are outstanding and capable of exercise by the holders thereof as of the Closing Date (such ROFRs being referred to as "**Outstanding ROFRs**"). In such case, the following procedures shall apply:
  - (i) the Parties shall proceed with Closing (for greater certainty without any reduction in the Purchase Price for the Outstanding ROFRs, and without variation of any other terms or conditions of this Agreement);
  - (ii) the Purchaser shall have (as of the Closing Date) prepared all Specific Conveyances and other closing documentation required for the sale of the Assets subject to the Outstanding ROFRs (the "**Outstanding ROFR Assets**");
  - (iii) if an Outstanding ROFR is exercised by a Third Party, the Vendor will promptly notify the Purchaser thereof in writing, the Specific Conveyances and other closing documentation related to such Outstanding ROFR Assets will be of no force or effect and shall be destroyed by the Purchaser, and the provisions of Section 10.2(c) shall apply to the Assets which are the subject of the Outstanding ROFR being exercised by the Third Party, *mutatis mutandis*; and
  - (iv) if after Closing an Outstanding ROFR is extinguished by lapse of time, waiver or otherwise (other than as a result of being exercised), the Vendor will promptly notify the Purchaser thereof in writing and promptly deliver copies of the Specific Conveyances and closing documentation previously prepared to the Purchaser, and such documentation shall be effective and the sale of such Outstanding ROFR Assets to Purchaser pursuant hereto shall be deemed to have closed on the Closing Date.

### 10.3 Document Review

Prior to Closing, the Vendor shall provide Purchaser with reasonable access to the Title Documents and other Miscellaneous Interests in the possession or under the control of Vendor for the purpose of verifying the continued validity and effect of the Title Documents, the identification of Assets the subject of ROFRs, the preparation of Specific Conveyances and other matters related to this Agreement and the Transaction.

## ARTICLE 11 CONDITIONS

### 11.1 Mutual Conditions

The respective obligations of the Parties to complete the purchase and sale of the Assets are subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

- (a) the Court shall have granted the Approval and Vesting Order and the Approval and Vesting Order shall be a Final Order;

- (b) no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable order or Applicable Law subsequent to the date hereof which has the effect of: (i) making any of the transactions contemplated by this Agreement illegal; or (ii) otherwise prohibiting, preventing or restraining the Vendor from the sale of the Assets; and
- (c) the Closing is not otherwise prohibited by Applicable Law;

The foregoing conditions are for the mutual benefit of the Vendor and the Purchaser and may be asserted by the Vendor or the Purchaser regardless of the circumstances and may be waived only with the agreement of the Vendor and the Purchaser.

### **11.2 Conditions for the Benefit of the Purchaser**

The obligation of the Purchaser to complete the purchase of the Assets is subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

- (a) all representations and warranties of the Vendor contained in Section 5.1 of this Agreement shall be true and correct in all material respects as at the Closing Date with the same force and effect as if made at and as of such time;
- (b) the Vendor shall have complied with and performed, in all material respects, all of its covenants and obligations contained in this Agreement; and
- (c) the Vendor shall have executed and delivered or caused to have been executed and delivered to the Purchaser at or before the Closing all the documents contemplated in Section 12.2;

The foregoing conditions are for the exclusive benefit of the Purchaser and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Purchaser may have.

### **11.3 Conditions for the Benefit of the Vendor**

The obligation of the Vendor to complete the sale of the Assets is subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

- (a) all representations and warranties of the Purchaser contained in Section 5.2 of this Agreement shall be true and correct in all material respects as at the Closing Date with the same force and effect as if made at and as of such time;
- (b) the Purchaser shall have complied with and performed in all material respects all of its covenants and obligations contained in this Agreement;
- (c) the Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendor at or before the Closing all the documents contemplated in Section 12.3; and
- (d) the Vendor has not lost its ability to convey the Assets due to the appointment of a receiver or a receiver-manager, an order of the Court or otherwise pursuant to the CCAA Proceedings, provided such order or other action is pursuant to the CCAA Proceedings or is not at the voluntary initiative of the Vendor.

The foregoing conditions are for the exclusive benefit of the Vendor and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Vendor may have.

#### **11.4 Satisfaction of Conditions**

Each of the Parties shall proceed diligently and in good faith and use all commercially reasonable efforts to fulfill and assist in the fulfillment of the conditions set forth in Sections 11.1, 11.2 and 11.3. In addition, each of the Parties agrees not to take any action that could reasonably be expected to preclude, delay or have an adverse effect on the Transaction or would render, or may reasonably be expected to render, any representation or warranty made by it in this Agreement untrue in any material respect.

#### **11.5 Monitor's Certificate**

When the conditions to Closing set out in Sections 11.1, 11.2 and 11.3 have been satisfied and/or waived by the each of the Vendor and the Purchaser, as applicable, the Vendor and the Purchaser will each deliver to the Monitor written confirmation: (a) that such conditions of Closing, as applicable, have been satisfied and/or waived; and (b) of the amount of the Transfer Taxes and Cure Costs to be paid on Closing (in each case, to the extent applicable), in substantially the form of Schedule D (the "**Conditions Certificates**"). Upon receipt by the Monitor of: (i) confirmation of payment of the balance of the Purchase Price (less the Deposit) to be paid on Closing has been received by the Vendor; (ii) confirmation of payment of applicable Transfer Taxes to be paid on Closing have been paid the Vendor (or evidence of an agreement to pay all Transfer Taxes by the Purchaser to any relevant Governmental Authorities or counterparty); and (iii) each of the Conditions Certificates, the Monitor shall: (A) issue forthwith its Monitor's Certificate concurrently to the Vendor and the Purchaser, at which time the Closing will be deemed to have occurred; and (B) file as soon as practicable a copy of the Monitor's Certificate with the Court (and shall provide a true copy of such filed certificate to the Vendor and the Purchaser). In the case of (A) and (B), above, the Monitor will be relying exclusively on the basis of the Conditions Certificates and without any obligation whatsoever to verify the satisfaction or waiver of the applicable conditions.

### **ARTICLE 12 CLOSING**

#### **12.1 Closing Date and Place of Closing**

Subject to the conditions set out in this Agreement, the Transaction shall close and be completed on the Closing Date, or at such other time as the Parties may agree in writing.

#### **12.2 Deliveries on Closing by the Vendor**

The Vendor shall deliver (or cause to be delivered) to the Purchaser on or before the Closing Date:

- (a) a Court certified copy of the Approval and Vesting Order;
- (b) a certificate of the Vendor confirming the accuracy of the matters provided for in Sections 11.2(a) and 11.2(b);
- (c) a written joint direction, duly executed by the Vendor, instructing the Monitor that the Deposit is to be released in accordance with 3.3(b)(i);

- (d) the General Conveyance, Assignment and Assumption Agreement duly executed by the Vendor; and
- (e) any other deeds, conveyances, assurances, transfers, assignments, instruments, documents, resolutions and certificates as are referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement.

### **12.3 Deliveries on Closing by the Purchaser**

The Purchaser shall deliver (or cause to be delivered) to the Vendor's Solicitor on or before the Closing Date:

- (a) payment of the Purchase Price in accordance with Section 3.3(b);
- (b) payment of all Transfer Taxes payable on Closing to the Vendor or the Vendor's Solicitors (or evidence of self-assessment and payment by the Purchaser thereof to the relevant Governmental Authorities);
- (c) a certificate of the Purchaser confirming the accuracy of the matters provided for in Sections 11.3(a) and 11.3(b);
- (d) a written joint direction, duly executed by the Purchaser, instructing the Monitor that the Deposit is to be released in accordance with 3.3(b)(i);
- (e) the General Conveyance, Assignment and Assumption Agreement duly executed by the Purchaser; and
- (f) any other deeds, conveyances, assurances, transfers, assignments, instruments, documents, resolutions and certificates as are referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

## **ARTICLE 13 TERMINATION**

### **13.1 Grounds for Termination**

This Agreement may be terminated at any time prior to Closing:

- (a) by the mutual written agreement of the Vendor and the Purchaser, provided however that if this Agreement has been approved by the Court, any such termination shall require either the consent of the Monitor or the approval of the Court;
- (b) by the Purchaser, upon written notice to the Vendor, if there has been a material breach by the Vendor of any material representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Purchaser, and: (i) such breach is not curable and has rendered the satisfaction of any condition in Section 11.2 impossible by the Outside Date; or (ii) if such breach is curable, the Purchaser has provided prior written notice of such breach to the Vendor, and such breach has not been cured within ten (10) days (or, if not curable within ten (10) days, such longer period as is reasonable under the circumstances, not to exceed thirty (30) days) following the date upon which the Vendor received such notice;

- (c) by the Purchaser, upon written notice to the Vendor, any time after the Outside Date, if (A) the Court Approval has not been obtained, or (B) the Closing has not occurred by the Outside Date and such failure to close was not caused by or as a result of the Purchaser's breach of this Agreement;
- (d) by the Vendor, upon written notice to the Purchaser, if there has been a material breach by the Purchaser of any material representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Vendor, and: (i) such breach is not curable and has rendered the satisfaction of any condition in Section 11.3 impossible by the Outside Date; or (ii) if such breach is curable, the Vendor has provided prior written notice of such breach to the Purchaser, and such breach has not been cured within ten (10) days (or, if not curable within ten (10) days, such longer period as is reasonable under the circumstances, not to exceed thirty (30) days) following the date upon which the Purchaser received such notice; or
- (e) by the Vendor, upon written notice to the Purchaser, any time after the Outside Date, if (A) the Court Approval has not been obtained, or (B) the Closing has not occurred by the Outside Date and such failure to close was not caused by or as a result of the breach of this Agreement by the Vendor;

### **13.2 Effect of Termination**

Notwithstanding any termination of this Agreement as permitted under Section 13.1, or as otherwise provided for in this Agreement, the provisions of Sections 3.3 (Deposit), 14.1 (Public Announcements), 14.4 (Governing Law), 14.5 (Consequential Damages), 14.11 (Costs and Expenses) and 14.15 (Third Party Beneficiaries) shall remain in full force and effect following any such permitted termination, and the Deposit shall be governed by Section 3.3.

## **ARTICLE 14 GENERAL**

### **14.1 Public Announcements**

- (a) Subject to Section 14.1(b), if a Party intends to issue a press release or other public disclosure of this Agreement, the terms hereof or the Transaction, the disclosing Party shall provide the other Parties with an advance copy of any such press release or public disclosure with sufficient time to enable the other Parties to review such press release or other public disclosure and provide any comments. The disclosing Party shall not issue such press release or other public disclosure without the prior written consent of the other Parties, such consent not to be unreasonably withheld.
- (b) Notwithstanding Section 14.1(a): (i) this Agreement may be filed by the Vendor with the Court; and (ii) the Transaction may be disclosed by the Vendor to the Court, subject to redacting confidential or sensitive information as permitted by Applicable Law. The Parties further agree that:
  - (i) the Vendor may prepare and file reports and other documents with the Court containing references to the Transaction and the terms of the Transaction;
  - (ii) the Vendor may forward a copy of this Agreement and all related documentation to the Orphan Well Association and its Representatives, agents, legal counsel and



financial advisors, and may further advise such Persons of the existence and nature of any discussions and negotiations in relation thereto or in relation to the Transaction; provided that the Orphan Well Association and its Representatives agree in advance to be bound by any confidentiality undertakings or similar confidentiality requirements reasonably requested by the Vendor; and

- (iii) the Vendor and its professional advisors may prepare and file such reports and other documents with the Court containing references to the Transaction contemplated by this Agreement and the terms of such Transaction as may reasonably be necessary to obtain the Court Approval and to complete the Transaction contemplated by this Agreement or to comply with their obligations to the Court.

#### **14.2 Dissolution of Vendor**

The Purchaser acknowledges and agrees that nothing in this Agreement shall operate to prohibit or diminish in any way the right of the Vendor or any of its Affiliates to cause the dissolution or wind-up of any of the Vendor subsequent to the Closing Date, or otherwise cause or allow the Vendor to cease operations in any manner or at any time subsequent to the Closing Date as the Vendor may determine in its sole discretion, which may be exercised without regard to the impact any such action may have on the Vendor's ability to fulfil its obligations under this Agreement that survive Closing.

#### **14.3 Survival**

Upon Closing, the obligations, covenants, representations and warranties of the Parties set out in this Agreement shall expire, be terminated and extinguished and of no further force or effect, provided that notwithstanding the Closing contemplated hereunder or the delivery of documents pursuant to this Agreement, the obligations and covenants of the Parties set out in Section 2.3 (Licence Transfers), Section 2.4 (Specific Conveyances), Section 2.5 (Post-Closing Maintenance of Assets), Section 5.3 (Enforcement of Representations and Warranties), Section 10.2 (ROFRs) and Article 4 (Transfer Taxes), Article 6 ("As Is, Where Is" and No Additional Representations and Warranties), Article 8 (Indemnification), Article 9 (Environmental Matters) and Article 14 (General), shall survive Closing, shall remain in full force and effect, shall not merge as a result of Closing and shall be binding on the Parties indefinitely thereafter except as expressly stated to the contrary therein or otherwise in accordance with Applicable Laws.

#### **14.4 Governing Law**

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, and the federal laws of Canada applicable therein (excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction). The Parties consent to the jurisdiction and venue of the courts of Alberta for the resolution of any such dispute arising under this Agreement.
- (b) Notwithstanding Section 14.4(a), any and all documents or orders that may be filed, made or entered in the CCAA Proceedings, and the rights and obligations of the Parties thereunder, including all matters of construction, validity and performance thereunder, shall in all respects be governed by, and interpreted, construed and determined in accordance with the laws of the Province of Alberta. The Parties consent to the jurisdiction and venue of the Court, as applicable, for the resolution of any such disputes, regardless of whether such disputes arose under this Agreement. Each Party agrees that service of

process on such Party as provided in Section 14.13 shall be deemed effective service of process on such Party.

#### **14.5 Consequential Damages**

Under no circumstance shall any of the Parties, their Representatives or their respective directors, officers, employees or agents be liable for any punitive, exemplary, consequential or indirect damages (including for greater certainty, any loss of profits) (collectively, "**Consequential Damages**") that may be alleged to result, in connection with, arise out of, or relate to this Agreement or the Transaction, other than Consequential Damages for which the Purchaser is liable as a result of a Third Party Claim (which liability shall be subject to and recoverable under Article 8 (Indemnification)). For greater certainty, the Parties agree that none of the Parties, their respective Affiliates or their respective Representatives shall be liable for any lost profits whatsoever, whether such lost profits are considered to be direct, consequential or indirect losses, and regardless of whether such lost profits were foreseeable by the Parties at any time or whether such lost profits were the direct and natural result of a Party's breach of its obligations under this Agreement.

#### **14.6 Further Assurances**

Each of the Parties from and after the date hereof shall, from time to time, and at the request and expense of the Party requesting the same, do all such further acts and things and execute and deliver such further instruments, documents, matters, papers and assurances as may be reasonably requested to complete the Transaction and for more effectually carrying out the true intent and meaning of this Agreement.

#### **14.7 Assignment**

The Purchaser shall not, without the Vendor's prior written consent, assign any right or interest in this Agreement, which consent may be withheld in the Vendor's sole and absolute discretion, except that the Purchaser shall have the right to assign any or all of its rights, interests or obligations hereunder to one or more Affiliates of the Purchaser, provided that: (a) such Affiliate agrees to be bound by the terms of this Agreement; (b) the Purchaser shall remain liable hereunder for any breach of the terms of this Agreement by such Affiliate; (c) such assignment shall not release the Purchaser from any obligation or liability hereunder in favour of the Vendor; and (d) the Purchaser shall acknowledge and confirm its continuing obligations in favour of the Vendor in an assignment and assumption agreement in form and substance satisfactory to the Vendor.

#### **14.8 Waiver**

No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver by any Party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained herein shall take effect or be binding upon that Party unless the waiver is expressed in writing under the authority of that Party. Any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

## **14.9 Amendment**

This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party.

## **14.10 Time of the Essence**

Time is of the essence in this Agreement.

## **14.11 Costs and Expenses**

Unless otherwise provided for in this Agreement, each Party shall be responsible for all costs and expenses (including the fees and disbursements of legal counsel, bankers, investment bankers, accountants, brokers and other advisors) incurred by it in connection with this Agreement and the Transaction. Notwithstanding any other provision of this Agreement, the Purchaser shall pay the cost of all surveys, title insurance policies and title reports ordered by the Purchaser.

## **14.12 Entire Agreement**

This Agreement and the Confidentiality Agreement (the terms and conditions of which are incorporated by reference into this Agreement, and binding upon the Parties, as if such agreement were signed directly by the Parties) constitute the entire agreement between the Parties with respect to the subject matter hereof and cancel and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof. There are no conditions, covenants, agreements, representations, warranties or other provisions, whether oral or written, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof other than those contained in this Agreement or in the Confidentiality Agreement.

## **14.13 Notices**

Any notice, direction or other communication given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier or electronic mail and addressed:

- (a) in the case of the Vendor:

AlphaBow Energy Ltd.  
Suite 300, 708-11<sup>th</sup> Avenue S.W.  
Calgary, AB T2R OE4

Attention: Ben Li  
Email: benli@alphabowenergy.com

With a copy, which shall not constitute notice, to the Vendor's Solicitors:

Bennett Jones LLP  
4500, 855 - 2<sup>nd</sup> Avenue S.W.  
Calgary, AB T2P 4K7

Attention: Keely Cameron; Kristos Iatridis  
Email: cameronk@bennettjones.com; iatridisk@bennettjones.com

(b) In the case of the Purchaser:

TykeWest Limited  
31122 Township Road 250  
Calgary, Alberta  
T2P 1N2

Attention: Tim Tycholis  
Email: tim@tykewest.com

With a copy upon approval of TykeWest, which shall not constitute notice, to the Purchaser's Solicitors:

Lawson Lundell LLP  
Brookfield Place  
#1100 225 6<sup>th</sup> Ave S.W.  
Calgary, Alberta  
T2P 1N2

Attention: Angad Bedi  
Email: abedi@lawsonlundell.com

A notice is deemed to be given and received if: (i) sent by personal delivery or courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day; or (ii) email, on the date of transmission if it is a Business Day and the transmission was made prior to 4:00 p.m. (local time in place of receipt), and otherwise on the next Business Day. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a notice will be assumed not to be changed. **Sending a copy of a notice to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice to that Party. The failure to send a copy of a notice to legal counsel does not invalidate delivery of that notice to a Party.**

#### 14.14 Enurement

This Agreement shall be binding upon, and enure to the benefit of, the Parties and their respective successors and permitted assigns.

#### 14.15 Third Party Beneficiaries

Except as otherwise provided for in this Agreement, each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the Parties and their successors and permitted assigns and, except as otherwise provided for in this Agreement, no Person, other than the Parties and their successors and permitted assigns shall be entitled to rely on the provisions hereof in any action, suit, proceeding, hearing or other forum. The Purchaser acknowledges to the Vendor, its Affiliates and their respective Representatives their direct rights against the Purchaser under this Agreement. To the extent required by Applicable Law to give full effect to these direct rights, the Purchaser agrees and acknowledges that the Vendor is acting as agent and/or as trustee of its Representatives, its Affiliates and their respective Representatives.

#### **14.16 Severability**

If any provision of this Agreement or any document delivered in connection with this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction shall not affect such provision validity or enforceability in any other jurisdiction.


#### **14.17 Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by facsimile or other electronic means of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

**[THE BALANCE OF THIS PAGE INTENTIONALLY BLANK]**

**IN WITNESS WHEREOF** this Agreement has been properly executed by the Parties as of the date first above written.

**ALPHABOW ENERGY LTD.**

Per:  Signed by:  
F151FF4C8A774EE...  
Name: Ben Li  
Title: Chief Executive Officer

**TYKEWEST LIMITED**

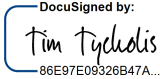
Per: \_\_\_\_\_  
Name: Tim Tycholis  
Title: Principal

**IN WITNESS WHEREOF** this Agreement has been properly executed by the Parties as of the date first above written.

**ALPHABOW ENERGY LTD.**

Per: \_\_\_\_\_  
Name: Ben Li  
Title: Chief Executive Officer

**TYKEWEST LIMITED**

Per:  \_\_\_\_\_  
Name: Tim Tycholis  
Title: Principal

## 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:

 AbaData 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 APPROVAL AND VESTING ORDER**

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 **BENNETT JONES LLP**

CONTACT INFORMATION OF Barristers and Solicitors

PARTY FILING THIS 4500 Bankers Hall East

DOCUMENT 855 – 2<sup>nd</sup> 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:

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice \_\_\_\_\_

LOCATION OF HEARING:

UPON the application of AlphaBow Energy Ltd. ("**AlphaBow**" or the "**Applicant**") for an Order approving the sale transaction (the "**Transaction**") contemplated by the [date] Asset Purchase and Sale Agreement (the "**Sale Agreement**") between AlphaBow and \_\_\_\_\_ (the "**Purchaser**"); AND UPON having read the Affidavit of \_\_\_\_\_, the Affidavit of Service of \_\_\_\_\_, and the Monitor's \_\_\_\_\_ Report (the "**Number 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)] 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 No. \* for those lands and premises municipally described as \*, and legally described as:
    - \*  
(the "**Lands**")
  - (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, \*;

- (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 KSV Restructuring Inc., in its capacity as Monitor of the Applicant and not in its personal capacity.
8. For the purposes of determining the nature and priority of Claims, the net proceeds from sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor's Closing Certificate and all Claims (but excluding Permitted Encumbrances and the Administration Charge, as defined in paragraph 30 of the Amended and Restated Initial Order of this Honourable Court, dated April 26, 2024) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), no distributions shall be made to creditors of net proceeds from sale of the Purchased Assets without further order of this Court. Notwithstanding the foregoing, AlphaBow shall be permitted to utilize the net proceeds from the sale of the Purchased Assets in its day-to-day operations in this proceeding as prescribed by the cashflow affixed to the [Number] Report.
9. Except as expressly provided for in the Sale Agreement, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against AlphaBow.
10. Upon completion of the Transaction, AlphaBow and all persons who claim by, through or under AlphaBow in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right,

title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

11. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the AlphaBow, or any person claiming by, through or against the AlphaBow.
12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against AlphaBow associated with the Purchased Assets.
13. The Monitor is directed to file with the Court a copy of the Monitor's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

#### **MISCELLANEOUS MATTERS**

14. Notwithstanding:
  - (a) the pendency of these proceedings and any declaration of insolvency made herein;
  - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "**BIA**"), in respect of the Applicant, and any bankruptcy order issued pursuant to any such applications;
  - (c) any assignment in bankruptcy made in respect of AlphaBow; and
  - (d) the provisions of any federal or provincial statute,

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of AlphaBow and shall not be void or voidable by creditors of AlphaBow, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

15. AlphaBow, the Monitor, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
16. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist AlphaBow and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to AlphaBow, as may be necessary or desirable to give effect to this Order or to assist the AlphaBow and its agents in carrying out the terms of this Order.
17. Service of this Order shall be deemed good and sufficient by:
- (a) Serving the same on:
    - (i) the persons listed on the service list created in these proceedings;
    - (ii) any other person served with notice of the application for this Order;
    - (iii) any other parties attending or represented at the application for this Order;
    - (iv) the Purchaser or the Purchaser's solicitors; and
  - (b) Posting a copy of this Order on the Monitor's website at:  
<https://www.ksvadvisory.com/experience/case/alphabow>;
- and service on any other person is hereby dispensed with.
18. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

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Justice of the Court of Queen's Bench of Alberta

**SCHEDULE A**

**Assets Listing**

<b>ALPHABOW FILE</b>	<b>LEGAL DESCRIPTION</b>	<b>PNG RIGHTS</b>	<b>ALPHABOW WORKING INTEREST</b>	<b>ENCUMBRANCES</b>	<b>EXPIRY DATE</b>

Wells:

Facilities:

Pipelines:



**SCHEDULE B****Form of Monitor's Certificate**

COURT FILE NUMBER	2401-05179
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PROCEEDING	IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as amended  AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ALPHABOW ENERGY LTD.
DOCUMENT	SALE AND VESTING ORDER
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	BENNETT JONES LLP Barristers and Solicitors 4500 Bankers Hall East 855 – 2 Street SW Calgary, Alberta T2P 4K7  Attention: Keely Cameron/ Sarah Aaron Telephone No.: 403-298-3324/3177 Fax No.: 403-265-7219 Client File No.: 88323.6

**RECITALS**

- A. Pursuant to an Order of the Court dated \_\_\_\_\_, the Court approved the agreement of purchase and sale made as of \_\_\_\_\_ (the "**Sale Agreement**") between AlphaBow Energy Inc. ("**AlphaBow**") and \_\_\_\_\_ (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

[•].<sup>3</sup>

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<sup>3</sup> TBD if applicable; Purchaser to identify any specific Claims to be vested off as part of Purchaser's due diligence (if applicable).

## 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 C<sup>4</sup>

### Form of General Conveyance, Assignment and Assumption Agreement

#### GENERAL CONVEYANCE, ASSIGNMENT, AND ASSUMPTION AGREEMENT

**THIS** General Conveyance, Assignment, and Assumption Agreement (this "**Agreement**") is made as of the [•] day of [•], [•].

**AMONG:**

**ALPHABOW ENERGY LTD.**, a corporation existing under the laws of the Province of Alberta (herein referred to as the "**Vendor**")

- and -

**TYKEWEST LIMITED**, a corporation existing under the laws of Alberta (herein referred to as the "**Purchaser**")

**RECITALS:**

- A. In accordance with the terms of that certain Asset Purchase and Sale Agreement dated as of [•], by and between the Vendor and the Purchaser (the "**Purchase Agreement**"), the Vendor has agreed to sell, assign, and transfer the Assets to the Purchaser and the Purchaser has agreed to purchase the Assets from the Vendor;
- B. the Purchaser has agreed to assume the Assumed Liabilities; and
- C. this Agreement is delivered pursuant to the Purchase Agreement.

**NOW THEREFORE**, for good and valuable consideration now paid by the Purchaser to the Vendor pursuant to the Purchase Agreement (the receipt and sufficiency of which is hereby acknowledged by the Vendor) the parties hereto agree as follows:

**1. Definitions**

All capitalized terms used but not otherwise defined in this Agreement shall have the meaning ascribed to such terms in the Purchase Agreement.

**2. Certain Rules of Interpretation**

- (a) In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.

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<sup>4</sup> Guidance note to Buyer: this Schedule C is a form only; it is required to be delivered at Closing (i.e. does not need to be signed and delivered at time of signing this PSA).

- (b) The division of this Agreement into Sections and the inclusion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (c) The terms "hereof," "hereunder," and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement.
- (d) Unless something in the subject matter or context is inconsistent therewith, references herein to "Sections" are to sections of this Agreement.
- (e) The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

### **3. Conveyance**

The Vendor hereby sells, transfers, assigns, conveys and delivers to the Purchaser, and the Purchaser hereby purchases, accepts and receives from the Vendor, upon the terms and subject to the conditions of the Purchase Agreement, the Vendor's Interest in and to the Assets, free and clear of any and all Claims other than Permitted Encumbrances, as applicable, with effect as of the Closing on the date hereof, to have and to hold the Assets and all such right, title, interest, property, claim, and demand unto and to the use of the Purchaser.

### **4. Assumption of Assumed Liabilities**

Effective as of the Closing on the date hereof, the Purchaser hereby assumes and agrees to pay, perform, and discharge, when due, the Assumed Liabilities.

### **5. Further Assurances**

Each of the Parties hereto from and after the date hereof shall, from time to time, and at the request and expense of the Party requesting the same, do all such further acts and things and execute and deliver such further instruments, documents, matters, papers and assurances as may be reasonably requested to complete the Transaction and for more effectually carrying out the true intent and meaning of this Agreement.

### **6. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, and the federal laws of Canada applicable therein (excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction). The Parties consent to the jurisdiction and venue of the courts of Alberta for the resolution of any such dispute arising under this Agreement.

### **7. Entire Agreement**

This Agreement, the Purchase Agreement, and the documents referred to therein and contemplated thereby constitute the entire agreement between the Parties with respect to the subject matter hereof and cancel and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof. There are no conditions, covenants, agreements, representations, warranties or other provisions, whether oral or written, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof

other than those contained in this Agreement, the Purchase Agreement, the Confidentiality Agreement and the documents referred to therein and contemplated thereby.

**8. Successors and Assigns**

This Agreement shall be binding upon, and enure to the benefit of, the Parties and their respective successors and permitted assigns.

**9. Counterparts**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

**10. Amendments**

This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party. Any amendment effected in accordance with this Section 10 will be binding upon the Parties and their respective successors and permitted assigns.

**11. Paramountcy**

This Agreement is delivered pursuant to, and is subject to, all of the terms and conditions contained in the Purchase Agreement. In the event of any inconsistency between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

**12. Severability**

If any provision of this Agreement or any document delivered in connection with this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction shall not affect such provision validity or enforceability in any other jurisdiction.

**[Signature Page Follows.]**



**IN WITNESS WHEREOF** this Agreement has been properly executed by the Parties as of the date first above written.

**ALPHABOW ENERGY LTD.**

Per: \_\_\_\_\_  
Name: Ben Li  
Title: Chief Executive Officer

**TYKEWEST LIMITED**

Per: \_\_\_\_\_  
Name: Tim Tycholis  
Title: Principal

## SCHEDULE D

### FORMS OF CONDITIONS CERTIFICATES

#### VENDOR'S CONDITIONS CERTIFICATE

**TO:** KSV RESTRUCTURING INC. (the "Monitor")

This Conditions Certificate (this "**Certificate**") is delivered pursuant to Section 11.5 of that certain purchase and sale agreement, dated as of [●], 2024 (the "**Purchase Agreement**") between **ALPHABOW ENERGY LTD.** (the "**Vendor**") and **[BUYER]** (the "**Purchaser**"). All capitalized terms used herein which have not been defined herein shall have the same meaning attributed thereto in the Purchase Agreement unless the context requires otherwise.

The undersigned [**officer/director**] of the Vendor hereby confirms to the Monitor, for and on behalf of the Vendor, but solely in his or her capacity as an [**officer/director**] of the Vendor and not in his or her personal capacity (and without incurring any personal liability), that:

1. the conditions to Closing set out in Sections 11.1 and 11.3 of the Purchase Agreement for the benefit of the Vendor have been fulfilled or performed to the Vendor's satisfaction and/or waived by the Vendor; and
2. the amount of the Transfer Taxes to be paid by the Purchaser on Closing is equal to \$[●].

*[The remainder of this page is left intentionally blank]*

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate as of the [●] day of [●], 2024.

**ALPHABOW ENERGY LTD.**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

## PURCHASER'S CONDITIONS CERTIFICATE

**TO: KSV RESTRUCTURING INC. (the "Monitor")**

This Conditions Certificate (this "**Certificate**") is delivered pursuant to Section 11.5 of that certain purchase and sale agreement, dated as of [●], 2024 (the "**Purchase Agreement**") between **ALPHABOW ENERGY LTD.** (the "**Vendor**") and **TYKEWEST LIMITED** (the "**Purchaser**"). All capitalized terms used herein which have not been defined herein shall have the same meaning attributed thereto in the Purchase Agreement unless the context requires otherwise.

The undersigned officer of the Purchaser hereby confirms to the Monitor, for and on behalf of the Purchaser, but solely in his or her capacity as an officer of the Purchaser and not in his or her personal capacity (and without incurring any personal liability), that:

1. the conditions to Closing set out in Sections 11.1 and 11.2 of the Purchase Agreement for the benefit of the Purchaser have been fulfilled or performed to the Purchaser's satisfaction and/or waived by the Purchaser; and
2. the amount of the Transfer Taxes to be paid by the Purchaser on Closing is equal to \$[●].

*[The remainder of this page is left intentionally blank]*

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the [●] day of [●], 2024.

**TYKEWEST LIMITED**

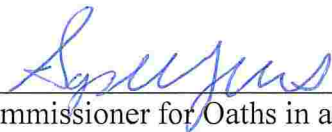
Per: \_\_\_\_\_

Name: Tim Tycholis

Title: Principal

Per: \_\_\_\_\_

This is **Exhibit "D"** referred to in the Affidavit of Ben Li sworn before me this 12<sup>th</sup> day of November, 2024

A handwritten signature in blue ink, appearing to read 'Sophie Fiddes', written over a horizontal line.

A Commissioner for Oaths in and for Alberta

**Sophie Fiddes**  
**Barrister & Solicitor**

**ALPHABOW ENERGY LTD.**

**- and -**

**CRBON LABS INC.**

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**ASSET PURCHASE AND SALE AGREEMENT**

**NOVEMBER 12, 2024**

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## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** is dated as of November 12, 2024,

**BETWEEN:**

**ALPHABOW ENERGY LTD.**, a corporation existing under the laws of the Province of Alberta (herein referred to as the "**Vendor**")

- and -

**CRBON LABS INC.**, a corporation existing under the laws of Canada (herein referred to as the "**Purchaser**")

**WHEREAS:**

- A. on April 26, 2024, the Vendor was granted creditor protection pursuant to an initial order granted by the Court of King's Bench (the "**Initial Order**") under the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36 (the "**CCAA**");
- B. pursuant to the Initial Order, among other things, KSV Restructuring Inc. ("**KSV**") was appointed as monitor of the Vendor;
- C. on April 26, 2024, the Court granted an amended and restated order (the "**ARIO**");
- D. all licensed assets and properties of the Vendor are currently subject to a suspension order and have been under the care and maintenance of the Orphan Well Association since September 6, 2023; and
- E. subject to receipt of Court Approval, the Purchaser has agreed to purchase and acquire and the Vendor has agreed to sell, transfer and assign to the Purchaser, all of the Vendor's Interest in and to the Assets, on the terms and conditions set forth herein.

**NOW THEREFORE**, this Agreement witnesses that in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged by each Party to the other, the Parties covenant and agree as follows:

### ARTICLE 1 INTERPRETATION

#### 1.1 Definitions

In this Agreement:

- (a) "**Abandonment and Reclamation Obligations**" means all past, present and future obligations to:
  - (i) abandon, shut-down, close, decommission, dismantle or remove any and all Wells and Tangibles, including all structures, foundations, buildings, pipelines, equipment and other facilities forming part of the Wells and Tangibles or otherwise located on the Lands or used or previously used in respect of Petroleum Substances produced or previously produced from the Lands; and

- (ii) restore, remediate and reclaim the surface and subsurface locations of the Wells and the Tangibles and any lands used to gain access thereto, including such obligations relating to wells, pipelines and facilities which were abandoned or decommissioned prior to the Closing Date that were located on the Lands or that were located on other lands and used in respect of Petroleum Substances produced or previously produced from the Lands, and including the remediation, restoration and reclamation of any other surface and sub-surface lands affected by any environmental damage, contamination or other environmental issues emanating from or relating to the sites for the Wells or the Tangibles;

all in accordance with generally accepted oil and gas industry practices and in compliance with all Applicable Laws;

- (b) "**AER**" means the Alberta Energy Regulator, or any successor thereto having jurisdiction over the Assets or certain of them or the operation thereof;
- (c) "**Affiliate**" means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with that specified Person. For the purposes of this definition, "control" (including with correlative meanings, controlling, controlled by and under common control with) means the power to direct or cause the direction of the management and policies of that Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise and, it being understood and agreed that with respect to a corporation or partnership, control shall mean direct or indirect ownership of more than 50% of the voting shares in any such corporation or of the general partnership interest or voting interest in any such partnership;
- (d) "**Agreement**" means this agreement of purchase and sale and any schedules attached hereto which are referred to in this agreement, together with any amendment or supplement thereto;
- (e) "**Applicable Law**" means, in respect of any Person, asset, transaction, event or circumstance: (i) statutes (including regulations enacted thereunder); (ii) judgments, decrees and orders of courts of competent jurisdiction (including the common law); (iii) regulations, orders, ordinances and directives issued by Governmental Authorities; and (iv) the terms and conditions of all permits, licenses, approvals and authorizations, in each case which are applicable to such Person, asset, transaction, event or circumstance;
- (f) "**Approval and Vesting Order**" means an order of the Court approving the Transaction in accordance with the provisions of this Agreement, and, subject to Closing, vesting all of the Vendor's Interest in and to the Assets in the Purchaser free and clear of all Claims (other than Permitted Encumbrances) and interests, such order to be substantially in the form attached hereto as Schedule B together with such modifications and amendments to such form as may be approved by both the Vendor and the Purchaser, acting reasonably;
- (g) "**Assets**" means the Tangibles and the Miscellaneous Interests and for clarity, does not include the Excluded Assets;
- (h) "**Assumed Contracts**" means the contracts referenced in subsection (i) of the definition of Miscellaneous Interests, which contracts shall be assigned by the Vendor and assumed by the Purchaser in accordance with the terms of this Agreement, the relevant contracts and/or

the Approval and Vesting Order, and/or other order of the Court in form and substance satisfactory to the Parties;

- (i) "**Assumed Liabilities**" means, collectively, all liabilities and obligations arising from the possession, ownership and/or use of the Assets following Closing (including for greater certainty any municipal or property taxes that accrue commencing on the Closing Date), along with Environmental Liabilities, Abandonment and Reclamation Obligations and Cure Costs;
- (j) "**Business Day**" means any day other than a Saturday, Sunday or a statutory holiday in the City of Calgary in the Province of Alberta;
- (k) "**Carbon Rights**" means all legal rights associated with any and all air quality, emissions removal or reductions and all corresponding certificates, carbon credits, environmental or social attributes and other rights solely in connection with or solely arising from the Tangibles;
- (l) "**CCAA**" has the meaning ascribed to that term in the recitals hereto;
- (m) "**CCAA Proceedings**" means the proceedings commenced under the CCAA by the Vendor (and others) pursuant to the Initial Order;
- (n) "**Claim**" means any caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgments, 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, including, without limiting the generality of the foregoing:
  - (i) any encumbrances or charges created by the Initial Order and/or the ARIO;
  - (ii) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
  - (iii) any liens or claims of lien under the *Builders' Lien Act* (Alberta) or the *Prompt Payment and Construction Lien Act* (Alberta);
  - (iv) any linear or non-linear municipal property tax claims under the *Municipal Government Act* (Alberta), or otherwise;
  - (v) any outstanding amounts owing in respect of the AER Orphan Fund Levy and Administration Fees; and
  - (vi) those claims which may be specifically identified in Schedule "C" to the Approval and Vesting Order, as applicable.
- (o) "**Claims Process**" has the meaning ascribed to the term in the definition of Cure Costs;

- (p) "**Closing**" means the completion of the purchase by the Purchaser, and sale by the Vendor, of the Vendor's Interest in and to the Assets and the completion of all other transactions contemplated by this Agreement that are to occur contemporaneously with such purchase and sale, all subject to and in accordance with the terms and conditions of this Agreement;
- (q) "**Closing Date**" means the date on which Closing occurs, being the date which is five Business Days following the date upon which all conditions in Sections 11.1, 11.2 and 11.3 have been satisfied or waived (other than such conditions which are to be satisfied on the Closing Date), or such other date as the Parties may agree in writing; provided, however, that the Closing Date shall not be later than the Outside Date;
- (r) "**Conditions Certificates**" has the meaning ascribed to that term in Section 11.5;
- (s) "**Confidentiality Agreement**" means the confidentiality agreement between the Vendor, the Purchaser and the Monitor and executed prior to the date hereof in respect of the evaluation by the Purchaser of potential transactions involving the assets of the Vendor;
- (t) "**Consequential Damages**" has the meaning ascribed to that term in Section 14.5;
- (u) "**Court**" means the Court of King's Bench of Alberta, Judicial Centre of Calgary;
- (v) "**Court Approval**" means both the issuance of the Approval and Vesting Order by the Court approving the sale of the Assets, and such Approval and Vesting Order having become a Final Order;
- (w) "**Cure Costs**" means, in respect of any Assumed Contract, all amounts required to be paid, as determined in accordance with the claims process established by an order of the Court dated September 20, 2024 (the "**Claims Process**"), to remedy all of the Vendor's monetary defaults under such Assumed Contract or required to secure a counterparty's or any other necessary Person's consent to the assignment of such Assumed Contract pursuant to its terms (including any deposits or other forms of security required by any Governmental Authority) as may be required pursuant to the Approval and Vesting Order, and includes any other fees and expenses required to be paid to a counterparty or any other Person in connection with the assignment of an Assumed Contract pursuant to its terms or Applicable Laws. For greater certainty, any claims for cure costs not submitted in accordance with the Claims Process, or not determined to be valid in accordance with the Claim Process, shall be not considered "Cure Costs" for the purposes of this Agreement;
- (x) "**Deposit**" has the meaning ascribed to that term in Section 3.3(a)(i);
- (y) "**Due Diligence Information**" means all information made available (by the Vendor, the Monitor or otherwise) for the Purchaser's review in paper or electronic form in relation to the Vendor, its Affiliates and/or the Assets;
- (z) "**Environment**" means the components of the earth and includes the air, the surface and subsurface of the earth, bodies of water (including rivers, streams, lakes and aquifers) and plant and animal life (including humans);
- (aa) "**Environmental Laws**" means all Applicable Laws relating to pollution or protection of human health or the Environment (including ambient air, water, surface water, groundwater, land surface, soil, or subsurface) or natural resources, including Applicable

Laws relating to the storage, transfer, transportation, investigation, cleanup, treatment, or use of, or release or threatened release into the Environment of, any Hazardous Substances;

(bb) "**Environmental Liabilities**" means all past, present and future Losses and Liabilities, Claims and other duties and obligations, whether arising under contract, Applicable Laws or otherwise, arising from, relating to or associated with:

- (i) any damage, pollution, contamination or other adverse situations pertaining to the Environment howsoever and by whomsoever caused and regardless of whether such damage, pollution, contamination or other adverse situations occur or arise in whole or in part prior to, at or subsequent to the date of this Agreement;
- (ii) the presence, storage, use, holding, collection, accumulation, assessment, generation, manufacture, processing, treatment, stabilization, disposition, handling, transportation, release, emission or discharge of Petroleum Substances, oilfield wastes, water, Hazardous Substances, environmental contaminants and all other substances and materials regulated under any Applicable Law, including any forms of energy, or any corrosion to or deterioration of any structures or other property;
- (iii) compliance with or the consequences of any non-compliance with, or violation or breach of, any Environmental Law;
- (iv) sampling, monitoring or assessing the Environment or any potential impacts thereon from any past, present or future activities or operations; or
- (v) the protection, reclamation, remediation or restoration of the Environment;

that relate to or arise by virtue of the Assets or the ownership thereof or any past, present or future operations and activities conducted in connection with the Assets or on or in respect of the Lands or any lands pooled or unitized therewith;

(cc) "**Excluded Assets**" means the assets set out and described in Schedule A under the heading entitled "Excluded Assets";

(dd) "**Facilities**" means the Vendor's Interest in and to all field facilities whether or not solely located on or under the surface of the Lands (or lands with which the Lands are pooled) and that are, or have been, used for production, gathering, treatment, compression, transportation, injection, water disposal, measurement, processing, storage or other operations respecting the Leased Substances, including any applicable battery, separator, compressor station, gathering system, pipeline, production storage facility or warehouse, including those facilities and pipelines identified in Schedule A under the headings entitled "Facilities" and "Pipelines", respectively, and as applicable;

(ee) "**Final Order**" means an order of the Court that has not been vacated, stayed, set aside, amended, reversed, annulled or modified, as to which no appeal or application for leave to appeal therefrom has been filed and the applicable appeal period with respect thereto shall have expired without the filing of any appeal or application for leave to appeal, or if any appeal(s) or application(s) for leave to appeal therefrom have been filed, any (and all) such appeal(s) or application(s) have been dismissed, quashed, determined, withdrawn or disposed of with no further right of appeal and all opportunities for rehearing, reargument,

petition for certiorari and appeal being exhausted or having expired without any appeal, motion or petition having been filed and remaining pending, any requests for rehearing have been denied, and no order having been entered and remaining pending staying, enjoining, setting aside, annulling, reversing, remanding, or superseding the same, and all conditions to effectiveness prescribed therein or otherwise by Applicable Law or order having been satisfied;

- (ff) "**General Conveyance, Assignment and Assumption Agreement**" means an agreement providing for the assignment by the Vendor of the Vendor's Interest in and to the Assets, free and clear of all Claims (other than Permitted Encumbrances), substantially in the form attached hereto as Schedule C, and the assumption by the Purchaser of the Assumed Liabilities, substantially in the form attached hereto as Schedule C;
- (gg) "**Governmental Authority**" means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, tribunal, commission, bureau, board, court (including the Court) or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government, having jurisdiction over a Party, the Assets or this Transaction, including for greater certainty the AER;
- (hh) "**GST**" means taxes, interest, penalties and other additions thereto imposed under Part IX of the *Excise Tax Act* (Canada) and the regulations made thereunder; and "**GST Legislation**" means such act and regulations collectively;
- (ii) "**Hazardous Substances**" means any substance, material or waste defined, regulated, listed or prohibited by Environmental Laws, including pollutants, contaminants, chemicals, deleterious substances, dangerous goods, hazardous or industrial toxic wastes or substances, radioactive materials, flammable substances, explosives, Petroleum Substances and products of Petroleum Substances, polychlorinated biphenyls, chlorinated solvents and asbestos;
- (jj) "**Initial Order**" has the meaning ascribed to that term in the recitals hereto;
- (kk) "**KSV**" has the meaning ascribed to that term in the recitals hereto;
- (ll) "**Lands**" means the lands set out and described in Schedule A under the heading entitled "Lands Schedule" being the sites upon which the Wells and/or Tangibles are or were situated;
- (mm) "**Leased Substances**" means all Petroleum Substances, rights to or in respect of which are granted, reserved or otherwise conferred by or under the Title Documents (but only to the extent that the Title Documents pertain to the Lands);
- (nn) "**Legal Proceeding**" means any litigation, action, suit, investigation, hearing, claim, complaint, grievance, arbitration proceeding or other proceeding and includes any appeal or review or retrial of any of the foregoing and any application for same;
- (oo) "**Licence Transfers**" means the transfer from the Vendor to the Purchaser of any permits, approvals, licences and authorizations granted by the AER or any other Governmental Authority in relation to the construction, installation, ownership, use or operation of the Wells or the Facilities, as applicable;

- (pp) **"Losses and Liabilities"** means any and all assessments, charges, costs, damages, debts, expenses, fines, liabilities, losses, obligations and penalties, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or determinable, including those arising under any Applicable Law, Claim by any Governmental Authority or any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority, and those arising under any contract, agreement, arrangement, commitment or undertaking and costs and expenses of any Legal Proceeding, assessment, judgment, settlement or compromise relating thereto, and all interest, fines and penalties and reasonable legal fees and expenses incurred in connection therewith (on a full indemnity basis);
- (qq) **"LTAs"** has the meaning set forth in Section 2.3(a);
- (rr) **"Miscellaneous Interests"** means, subject to any and all limitations and exclusions provided for in this definition, the Vendor's Interest in and to all property, assets, interests and rights pertaining to the Tangibles (other than the Tangibles), but only to the extent that such property, assets, interests and rights pertain to the Tangibles, including any and all of the following:
  - (i) all contracts relating to the Tangibles (including the Title Documents);
  - (ii) all warranties, guarantees and similar rights relating to the Tangibles, including warranties and guarantees made by suppliers, manufacturers and contractors under the Assets, and claims against other Third Parties in connection with the contracts relating to the Tangibles;
  - (iii) all subsisting rights to carry out operations relating to the Lands, the Tangibles or the Wells, and without limitation, all easements and other permits, licenses and authorizations pertaining to the Tangibles or the Wells;
  - (iv) rights to enter upon, use, occupy and enjoy the surface of any lands which are used or may be used to gain access to or otherwise use the Tangibles;
  - (v) all records, books, documents, licences, reports and data which relate to the Tangibles, including any of the foregoing that pertain to geological or geophysical matters and, including plats, surveys, maps, cross-sections, production records, electric logs, cuttings, cores, core data, pressure data, decline and production curves, well files, and related matters, division of interest records, lease files, title opinions, abstracts of title, title curative documents, lease operating statements and all other accounting information, marketing reports, statements, gas balancing information, and all other documents relating to customers, sales information, supplier lists, records, literature and correspondence, physical maps, geologic or geophysical interpretation, electronic and physical project files;
  - (vi) the Wells, including the wellbores and any and all casing and down-hole monitoring and pumping equipment; and
  - (vii) the Carbon Rights,

provided that unless otherwise agreed in writing by the Parties, the Miscellaneous Interests shall not include any documents or data to the extent that they are owned or licensed by



Third Parties with restrictions on their deliverability or disclosure by the Vendor to an assignee;

- (ss) **"Monitor"** means KSV, in its capacity as the Court-appointed monitor of the Vendor in the CCAA Proceedings and not in its personal or corporate capacity;
- (tt) **"Monitor's Certificate"** means the certificate, substantially in the form attached as Schedule "A" to the Approval and Vesting Order, to be delivered by the Monitor to the Vendor and the Purchaser on Closing and thereafter filed by the Monitor with the Court certifying that it has received the Conditions Certificates;
- (uu) **"Monitor's Solicitors"** means Cassels Brock & Blackwell LLP, or such other firm or firms of solicitors as are retained or engaged by the Monitor from time to time and notice of which is provided to the Purchaser;
- (vv) **"Notice Period"** has the meaning ascribed to that term in Section 8.2(b);
- (ww) **"Order"** means any order, writ, judgment, injunction, decree, stipulation, determination, decision, verdict, ruling, subpoena, or award entered by or with any Governmental Authority (whether temporary, preliminary, or permanent);
- (xx) **"Outside Date"** means the date which occurs 120 days following the date of execution of this Agreement, or such other date as the Parties may agree;
- (yy) **"Outstanding ROFR Assets"** has the meaning set forth in Section 10.2(e)(ii);
- (zz) **"Outstanding ROFRs"** has the meaning set forth in Section 10.2(e);
- (aaa) **"Parties"** means, collectively, the Purchaser and the Vendor, and **"Party"** means any one of them;
- (bbb) **"Permitted Encumbrances"** means:
  - (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;
- (ccc) "**Person**" means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executory, Governmental Authority, or other entity however designated or instituted;
  - (ddd) "**Petroleum Substances**" means any of crude oil, petroleum, natural gas, natural gas liquids, coal bed methane and any and all other substances related to any of the foregoing, whether liquid, solid or gaseous, and whether hydrocarbons or not, including sulphur;
  - (eee) "**Phase 1 ESA**" means one or more Phase 1 environmental site assessments to be completed by the Purchaser or a third party with respect to the current and historical uses of the Assets;
  - (fff) "**Purchase Price**" has the meaning ascribed to that term in Section 3.1;
  - (ggg) "**Purchaser**" has the meaning ascribed to that term in the preamble hereto;

- (hhh) "**Purchaser's Solicitors**" means Dentons Canada LLP;
- (iii) "**Representative**" means, in respect of a Person, each director, officer, employee, agent, legal counsel, accountant, consultant, contractor, professional advisor and other representative of such Person and its Affiliates and, with respect to the Vendor, includes the Monitor;
- (jjj) "**ROFR**" means a right of first refusal, right of first offer or other pre-emptive or preferential right of purchase or similar right to acquire the Assets or certain of them that may become operative by virtue of this Agreement or the completion of the Transaction;
- (kkk) "**Specific Conveyances**" means all conveyances, assignments, transfers, novations and other documents or instruments that are reasonably required or desirable to convey, assign and transfer the Vendor's Interest in and to the Assets to the Purchaser and to novate the Purchaser in the place and stead of the Vendor, as applicable, with respect to the Assets (excluding the Licence Transfers);
- (lll) "**Tangibles**" means the Vendor's Interest in and to the Facilities and any and all other tangible depreciable property and assets, if any, which are located within, upon or in the vicinity of the Lands and which are used or are intended to be used to produce, process, gather, treat, measure, store, transport, make marketable or inject the Leased Substances or any of them;
- (mmm) "**Third Party**" means any Person who is not a Party or an Affiliate of a Party;
- (nnn) "**Third Party Claim**" means any Claim by a Third Party asserted against the Vendor for which the Purchaser has indemnified the Vendor or is otherwise responsible pursuant to this Agreement;
- (ooo) "**Title Documents**" means, collectively, any and all certificates of title, leases, reservations, permits, licences, assignments, trust declarations, operating agreements, royalty agreements, gross overriding royalty agreements, participation agreements, farm-in agreements, sale and purchase agreements, pooling agreements, acreage contribution agreements, joint venture agreements and any other documents and agreements granting, reserving or otherwise conferring rights to (i) explore for, drill for, produce, take, use or market Petroleum Substances, (ii) share in the production of Petroleum Substances, (iii) share in the proceeds from, or measured or calculated by reference to the value or quantity of, Petroleum Substances which are produced, and (iv) rights to acquire any of the rights described in items (i) to (iii) of this definition; but only if the foregoing pertain in whole or in part to Petroleum Substances within, upon or under the Lands;
- (ppp) "**Transaction**" means the transaction for the purchase and sale of the Vendor's Interest in and to the Assets, together with all other transactions contemplated in this Agreement, all as contemplated in this Agreement;
- (qqq) "**Transfer Taxes**" means all transfer taxes, sales taxes, use taxes, production taxes, value-added taxes, goods and services taxes, land transfer taxes, registration and recording fees, and any other similar or like taxes and charges imposed by a Governmental Authority in connection with the sale, transfer or registration of the transfer of the Assets, including GST; and which, for certainty, shall not include freehold mineral taxes;

- (rrr) **"Vendor"** has the meaning ascribed to that term in the preamble hereto;
- (sss) **"Vendor's Interest"** means, when used in relation to any asset, undertaking or property, the entire right, title and interest, if any, of the Vendor, as applicable, in, to and/or under such asset, undertaking or property;
- (ttt) **"Vendor's Solicitors"** means the law firm of Bennett Jones LLP, or such other firm or firms of solicitors as are retained or engaged by the Vendor from time to time and notice of which is provided to the Purchaser; and
- (uuu) **"Wells"** means the Vendor's Interest in and to the wells listed in Schedule A under the heading entitled "Wells", as applicable.

## 1.2 Interpretation

The following rules of construction shall apply to this Agreement unless the context otherwise requires:

- (a) All references to monetary amounts are to the lawful currency of Canada.
- (b) Words importing the singular include the plural and vice versa, and words importing gender include the masculine, feminine and neuter genders.
- (c) The word "include" and "including" and derivatives thereof shall be read as if followed by the phrase "without limitation".
- (d) The words "hereto", "herein", "hereof", "hereby", "hereunder" and similar expressions refer to this Agreement and not to any particular provision of this Agreement.
- (e) The headings contained in this Agreement are for convenience of reference only, and shall not affect the meaning or interpretation hereof.
- (f) Reference to any Article, Section or Schedule means an Article, Section or Schedule of this Agreement unless otherwise specified.
- (g) If any provision of a Schedule hereto conflicts with or is at variance with any provision in the body of this Agreement, the provisions in the body of this Agreement shall prevail to the extent of the conflict.
- (h) All documents executed and delivered pursuant to the provisions of this Agreement are subordinate to the provisions hereof and the provisions hereof shall govern and prevail in the event of a conflict.
- (i) This Agreement has been negotiated by each Party with the benefit of legal representation, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party does not apply to the construction or interpretation of this Agreement.
- (j) Reference to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof.

- (k) References to an Applicable Law means such Applicable Law as amended from time to time and includes any successor Applicable Law thereto any regulations promulgated thereunder.

### **1.3 Schedules**

The following are the Schedules attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

Schedule A	Assets Listing and Excluded Assets
Schedule B	Form of Approval and Vesting Order
Schedule C	Form of General Conveyance, Assignment and Assumption Agreement
Schedule D	Forms of Conditions Certificates

### **1.4 Interpretation if Closing Does Not Occur**

If Closing does not occur, each provision of this Agreement which presumes that the Purchaser has acquired the Assets shall be construed as having been contingent upon Closing having occurred.

## **ARTICLE 2 PURCHASE AND SALE**

### **2.1 Agreement of Purchase and Sale**

Subject to the terms and conditions of this Agreement, and in consideration of the Purchase Price, the Vendor hereby agrees to sell, assign and transfer to the Purchaser, and the Purchaser agrees to purchase, accept and receive from the Vendor, the Vendor's Interest in and to the Assets.

### **2.2 Transfer of Property and Assumption of Liabilities**

Provided that Closing occurs and subject to the terms and conditions of this Agreement, possession, risk, and legal and beneficial ownership of the Assets shall transfer from the Vendor to the Purchaser on the Closing Date, and the Purchaser agrees to assume, discharge, perform and fulfil all Assumed Liabilities. Without limiting the provisions of this Agreement relating to the General Conveyance, Assignment and Assumption Agreement (and such agreement itself), or any other provisions of this Agreement relating to sale, transfer, assignment, conveyance or delivery, the Assets shall be sold, assigned, transferred, conveyed, and delivered by the Vendor to the Purchaser by way of the Licence Transfers, the Specific Conveyances and other appropriate instruments of transfer, bills of sale, endorsements, assignments, and deeds, in recordable form, or by way of an Order of the Court, as appropriate, and free and clear of any and all Claims other than Permitted Encumbrances, as applicable.

### **2.3 Licence Transfers**

- (a) On or prior to the Closing Date (as may be permitted by the AER, as applicable), the Vendor shall electronically submit applications to the AER for the Licence Transfers ("LTAs"), and confirm that such submission has been made to the Purchaser, and in addition the Vendor shall cause to be provided any information and documentation along with such LTAs to the AER which are required to be provided by the transferor in connection with the foregoing. The Purchaser shall accept or ratify such LTAs without delay, provided that, if the Purchaser in good faith determines or believes that any of the

LTAs are not complete and accurate, or the AER refuses to process any such LTAs because of some defect therein, the Parties shall cooperate to duly complete or to correct such incomplete or inaccurate LTAs as soon as practicable and, thereafter, the Vendor shall promptly re-submit such LTAs and the Purchaser shall accept or ratify such re-submitted LTAs without delay. Each Party shall be responsible for its own costs relating to LTAs hereunder. The Purchaser shall provide any information and documentation in respect of such LTAs to the AER which are required to be provided by the transferee in connection with the foregoing. Following submission of the LTAs, the Purchaser shall use reasonable commercial efforts to obtain the approval from the AER of the LTAs and registration of the Licence Transfers, subject to the specific requirements of this Section 2.3.

- (b) If the AER denies any of the LTAs because of misdescription or other minor deficiencies contained therein, the Vendor shall, within two Business Days of such denial, correct the LTA(s) and amend and re-submit the LTA(s), and the Purchaser shall accept or ratify such re-submitted LTAs without delay.
- (c) In the event that the Purchaser has applied, or prior to the Closing Date applies, to the AER for a discretionary waiver from the AER's security requirements in respect of the Transaction, then Vendor shall provide such information and documentation to the AER regarding the Assets as may reasonably be required in connection with the AER's review of such discretionary waiver application made by the Purchaser (but only to the extent such information and documentation has not already been made available by the Vendor or its Representatives to the Purchaser or its Representatives); provided that the Purchaser agrees it shall have primary carriage of, and be solely responsible at its own cost for submitting and liaising with the AER in respect of, such application.
- (d) The Purchaser shall on a timely and continuing basis keep the Vendor fully apprised and informed regarding all communications the Purchaser may have with the AER in connection with the Transaction, including all communications respecting LTAs, and without limiting the generality of the foregoing the Purchaser shall provide copies to the Vendor of all related correspondence from the Purchaser to the AER, and the Purchaser shall request that the AER provide copies to the Vendor of all related correspondence from the AER to the Purchaser.

## **2.4 Specific Conveyances**

- (a) Within a reasonable time following its receipt of the Title Documents from the Vendor, the Purchaser shall prepare and provide for the Vendor's review all Specific Conveyances. None of the Specific Conveyances shall confer or impose upon either Party any greater right or obligation than as contemplated in this Agreement. Promptly after Closing, the Purchaser shall register and/or distribute (as applicable), all such Specific Conveyances and shall bear all costs incurred therewith and in preparing and registering any further assurances required to convey the Assets to the Purchaser.
- (b) As soon as practicable following Closing, the Vendor shall deliver or cause to be delivered to the Purchaser such original copies of the Title Documents and any other agreements and documents to which the Assets are subject and such original copies of contracts, agreements, records, books, documents, licenses, reports and data comprising Miscellaneous Interests which are now in the possession or control of the Vendor or of which the Vendor gains possession or control prior to Closing.

- (c) Notwithstanding Sections 2.4(a) and 2.4(b), requests for the transfers from the Vendor to the Purchaser of registered Crown leases or licences, related surface rights and any other Title Documents which are administered by a Governmental Authority shall be submitted by the Vendor and accepted by the Purchaser as soon as is practicable after Closing.

## 2.5 Post-Closing Maintenance of Assets

- (a) Following Closing, if and to the extent that Purchaser must be novated into, recognized as a party to, or otherwise accepted as assignee or transferee of Vendor's interest in the Assets or certain of them, including any Title Documents and Assumed Contracts, the following provisions shall apply with respect to the applicable Assets until such novation, recognition or acceptance has occurred:
- (i) the Purchaser shall use reasonable commercial efforts to obtain, as may be required by the terms of any Assumed Contracts, consents or approvals to the assignment of such Assumed Contracts; provided that to the extent that any Cure Costs are payable with respect to any Assumed Contract, the Purchaser shall be responsible for and shall pay all such Cure Costs, which shall be paid directly to the counterparty as and when required in conjunction with the assignment of the Assumed Contracts, and which Cure Costs shall form part of the Purchase Price for the Assets;
  - (ii) to the extent not obtained prior to the Closing Date, the Purchaser shall continue to use reasonable commercial efforts to obtain the AER's approval of the LTAs and registration of the Licence Transfers;
  - (iii) to the extent permitted by any applicable Assumed Contract:
    - (A) the Purchaser will pay, perform and discharge the duties and obligations accruing after Closing under such Assumed Contract, on behalf of the Vendor, until such time as the effective transfer or assignment of the relevant Assumed Contract to the Purchaser; and
    - (B) the Vendor shall use reasonable commercial efforts to exercise the rights, entitlements, benefits and remedies under such Assumed Contract, on behalf of the Purchaser until such time as the effective transfer or assignment of the relevant Assumed Contract to the Purchaser, or such Assumed Contract expires or otherwise terminates;
  - (iv) the Vendor shall not have any liability as a consequence of the Vendor taking any action or causing anything to be done under this Section 2.5(a), and the Purchaser shall be responsible and liable for, and, as a separate covenant, shall hereby indemnify and save harmless the Vendor and its Representatives against, all costs and expenses reasonably incurred by the Vendor, its Affiliates or their respective Representatives as a consequence of or in connection with this Section 2.5(a); and
  - (v) nothing in this Agreement shall constitute an agreement to assign, and shall not be construed as an assignment of, or an attempt to assign to the Purchaser, any Assumed Contract until such time as the necessary consents or approvals with respect to the assignment are obtained.

- (b) Both before and after Closing, the Purchaser shall use all commercially reasonable efforts to obtain any and all approvals required under Applicable Law and any and all material consents of Third Parties required to permit this Transaction to be completed. Except as set forth in Section 11.2, the Parties acknowledge that the acquisition of such consents shall not be a condition precedent to Closing. It shall be the sole obligation of the Purchaser, at the Purchaser's sole cost and expense, to provide any and all financial assurances, deposits or security that may be required by Governmental Authorities or any Third Parties under the Assumed Contracts or Applicable Laws to permit the transfer of the Assets, including the Assumed Contracts, to the Purchaser.

## 2.6 Assumed Liabilities

Following Closing, the Purchaser shall assume, perform, discharge and pay when due all of the Assumed Liabilities. For greater certainty, the Purchaser acknowledges and agrees that the Environmental Liabilities and Abandonment and Reclamation Obligations in respect of the Assets are future costs and obligations associated with the ownership of the Assets that are tied and connected to the ownership of the Assets such that they are inextricably linked and embedded with the Assets.

## ARTICLE 3 PURCHASE PRICE

### 3.1 Purchase Price

The consideration payable by the Purchaser for the Assets shall be the sum of [REDACTED] (the "**Purchase Price**"). The Purchase Price shall be satisfied in accordance with Section 3.3(b) and shall not be subject to any adjustment (and for greater certainty, Cure Costs shall be satisfied in accordance with Section 2.5(a)(i)). The Purchaser and the Vendor acknowledge and agree that the Purchase Price reflects the fair market value of the Assets as of the Closing Date, having due regard to the Environmental Liabilities connected to and embedded in the Assets that depress the value of the Assets.

### 3.2 Allocation of Purchase Price

The Purchase Price shall be allocated among the Assets as follows:

- (a) to the Tangibles, \$9.00; and
- (b) to the Miscellaneous Interests, \$1.00.

### 3.3 Deposit and Satisfaction of Purchase Price

- (a) The Parties acknowledge that:
  - (i) as of the date hereof, the Purchaser has paid the amount equal to ten percent (10%) of the Purchase Price (the "**Deposit**") to the Monitor;
  - (ii) the Deposit has been delivered to and shall be held in trust by the Monitor; and
  - (iii) the Deposit shall be held and administered by the Monitor in accordance with the terms and conditions of this Agreement (including this Section 3.3).



- (b) At Closing, the Purchase Price (other than Cure Costs, which are payable in accordance with Section 2.5(a)(i)) shall be paid and satisfied as follows:
- (i) as to the amount of the Deposit, upon a written joint direction delivered to the Monitor by the Purchaser and the Vendor the Monitor shall deliver the amount of the Deposit to the Vendor and such amount shall be applied against the amount of the Purchase Price for the account of the Purchaser; and
  - (ii) as to the balance of the Purchase Price (other than Cure Costs, which are payable in accordance with Section 2.5(a)(i)), along with any additional amounts owing in respect of applicable GST, the Purchaser shall pay to the Vendor such amount by electronic wire transfer.
- (c) If this Agreement is terminated:
- (i) (A) pursuant to Section 13.1(a) by mutual agreement of the Parties; (B) pursuant to Sections 13.1(b) or 13.1(c) by the Purchaser; (C) pursuant to Section 13.1(e) by the Vendor; or (D) for any other reason other than as contemplated under Section 3.3(c)(ii); then the Deposit shall be returned to the Purchaser; or
  - (ii) pursuant to Section 13.1(d) by the Vendor, the full amount of the Deposit shall be forfeited to the Vendor,

and, subject to Section 13.2, each Party shall be released from all obligations and liabilities under or in connection with this Agreement. In the event of termination of this Agreement under Section 3.3(c)(ii) pursuant to which the Vendor shall be entitled to retain the Deposit, the Parties agree that the amount of the Deposit, constitutes a genuine pre-estimate of liquidated damages representing the Vendor's Losses and Liabilities as a result of Closing not occurring and agree that the Vendor shall not be entitled to recover from the Purchaser any amounts that are in excess of the Deposit as a result of Closing not occurring. The Purchaser hereby waives any claim or defence that the amount of the Deposit is a penalty or is otherwise not a genuine pre-estimate of the Vendor's damages.

## ARTICLE 4 TRANSFER TAXES

### 4.1 Transfer Taxes

The Parties agree that:

- (a) the Purchase Price does not include Transfer Taxes and the Purchaser shall be liable for and shall pay, and be solely responsible for, any and all Transfer Taxes pertaining to the Purchaser's acquisition of the Assets; and
- (b) the Purchaser shall indemnify the Vendor and its Affiliates for, from and against any Transfer Taxes (including any interest or penalties imposed by a Governmental Authority) that any of them are required to pay or for which any of them may become liable as a result of any failure by the Purchaser to self-assess, pay or remit such Transfer Taxes, other than as a result of a failure by the Vendor or its Affiliates to timely remit any amounts on account of Transfer Taxes paid by the Purchaser hereunder.

## **ARTICLE 5 REPRESENTATIONS AND WARRANTIES**

### **5.1 Vendor's Representations**

The Vendor hereby represents and warrants to the Purchaser that:

- (a) it is a corporation duly formed and validly subsisting under the laws of the Province of Alberta and has the requisite power and authority to enter into this Agreement and to complete the Transaction;
- (b) except for: (i) Court Approval; and (ii) the Licence Transfers and any consents, approvals or waivers that are required in connection with the assignment of an Assumed Contract; the execution, delivery and performance of this Agreement by it does not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority, except where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not prevent or materially delay the consummation by the Vendor of the Transaction;
- (c) it is not a non-resident of Canada within the meaning of such term under the *Income Tax Act* (Canada) and is not an agent or trustee for anyone with an interest in the Assets who is a non-resident of Canada within the meaning of such term under the *Income Tax Act* (Canada) (or a partnership that is not a "Canadian partnership" within the meaning of such term under the *Income Tax Act* (Canada));
- (d) subject to Court Approval being obtained, this Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding obligation of it and is enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar Applicable Laws relating to creditors' rights generally and subject to general principles of equity;
- (e) the Purchaser will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the Transaction because of any action taken by, or agreement or understanding reached by the Vendor; and
- (f) with respect to the GST imposed under the GST Legislation, the Vendor is registered under the GST Legislation and will continue to be registered at the Closing Date in accordance with the provisions of the GST Legislation and its GST registration number is 736658725RT0001.

### **5.2 Purchaser's Representations**

The Purchaser hereby represents and warrants to the Vendor that:

- (a) it is a corporation duly incorporated and validly subsisting under the laws of the jurisdiction of its incorporation or formation and has the requisite power and authority to enter into this Agreement and to complete the Transaction;
- (b) it has taken all necessary corporate or other acts to authorize the execution, delivery and performance by it of this Agreement;

- (c) neither the execution of this Agreement nor its performance by the Purchaser will result in a breach of any term or provision or constitute a default under any indenture, mortgage, deed of trust or any other agreement to which the Purchaser is a party or by which it is bound which breach could materially affect the ability of the Purchaser to perform its obligations hereunder;
- (d) except for: (i) Court Approval; and (ii) the Licence Transfers and any consents, approvals or waivers that are required in connection with the assignment of an Assumed Contract; the execution, delivery and performance of this Agreement by it does not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority, except where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not prevent or materially delay the consummation by the Purchaser of this Transaction;
- (e) subject to Court Approval being obtained, this Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding obligation of the Purchaser and is enforceable against the Purchaser in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar Applicable Laws relating to creditors' rights generally and subject to general principles of equity;
- (f) the Purchaser is not a non-Canadian Person within the meaning of the *Investment Canada Act* (Canada) nor a non-resident of Canada for the purposes of the *Income Tax Act* (Canada);
- (g) the Vendor will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the Transaction because of any action taken by, or agreement or understanding reached by, the Purchaser;
- (h) to the knowledge of the Purchaser, the Purchaser meets all eligibility requirements of Governmental Authorities to purchase and accept a transfer of the Assets, including without limiting the generality of the foregoing, the eligibility requirements of the AER under *Directive 067*, as applicable to the Purchaser in connection with the transactions as contemplated hereunder. As of the date hereof, the Purchaser has "General Eligibility" status as defined under *Directive 067* and the Purchaser's BA code is A8T9;
- (i) as of the date hereof, to the knowledge of the Purchaser and except as set forth in Section 11.2(d), no fact or circumstance would (i) result in the AER determining that the Purchaser poses an unreasonable risk in accordance with the factors and criteria established by the AER pursuant to *Directive 088* and *Manual 023: Licensee Life-Cycle Management*, or (ii) prevent or delay the Licence Transfers or the review of the LTAs by the AER as contemplated hereunder;
- (j) with respect to the GST imposed under the GST Legislation, the Purchaser is registered under the GST Legislation and will continue to be registered at the Closing Date in accordance with the provisions of the GST Legislation and that its GST registration number is 767822307 RT0001;
- (k) the Purchaser is a "Canadian" within the meaning of the *Investment Canada Act* (Canada);
- (l) the Purchaser will have the financial resources necessary to pay, as and when due from the Purchaser, the Purchase Price (including the Deposit), the Cure Costs, the Transfer Taxes,

its legal fees and expenses, registration costs and any other amounts payable by the Purchaser pursuant hereto; and

- (m) the Purchaser will have the financial resources necessary to post or satisfy all necessary security, deposits, letters of credit, guarantees or other financial assurances necessary to take possession of the Assets and to satisfy the security required by the Assumed Contracts.

### **5.3 Enforcement of Representations and Warranties**

- (a) The representations and warranties of each Party contained in this Agreement shall survive until Closing and shall thereafter be of no further force and effect. Effective upon the occurrence of Closing, each Party hereby releases and forever discharges each other Party from any breach of any representations and warranties set forth in this Agreement. For greater certainty, none of the representations and warranties contained in this Article 5 shall survive Closing and, the Purchaser's sole recourse for any material breach of representation or warranty by the Vendor shall be for the Purchaser to not complete the Transaction in accordance with this Agreement.
- (b) The representations and warranties of the Vendor made herein or pursuant hereto are made for the exclusive benefit of the Purchaser, and the representations and warranties of the Purchaser made herein or pursuant hereto are made for the exclusive benefit of the Vendor, as the case may be, and are not transferable and may not be made the subject of any right of subrogation in favour of any other Person.
- (c) The Parties expressly acknowledge and agree that the provisions of this Section 5.3 and the limit on each Party's liability set out in this Section 5.3 are intended by the Parties as a limitation of liability that represents a fair and equitable allocation of the risks and liabilities that each Party has agreed to assume in connection with the subject matter hereof and is not an agreement within the provision of subsection 7(2) of the *Limitations Act* (Alberta).

## **ARTICLE 6 "AS IS, WHERE IS" AND NO ADDITIONAL REPRESENTATIONS AND WARRANTIES**

### **6.1 Due Diligence Acknowledgement**

The Purchaser acknowledges and agrees that:

- (a) it was solely responsible to perform any inspections it deemed pertinent to the purchase of the Assets and to be satisfied as to the condition of the Assets prior to entering into this Agreement with the Vendor;
- (b) notwithstanding the fact that it was permitted to review any diligence materials and disclosures provided by the Vendor, including the Due Diligence Information, the Vendor assumes no liability for errors or omissions in such diligence materials and disclosure or any other property listings or advertising, promotional or publicity statements and materials, and makes no representations or warranties in respect thereof;
- (c) by entering into this Agreement with the Vendor, the Purchaser shall be deemed to represent, warrant and agree with respect to the Assets that:

- (i) the Purchaser has inspected the Assets and is familiar and satisfied with the physical condition thereof and has conducted such investigation of the Assets as the Purchaser has determined appropriate;
- (ii) neither the Vendor nor its Affiliates or their respective Representatives have made any oral or written representation, warranty, promise or guarantee whatsoever to the Purchaser, expressed or implied, and in particular, that no such representations, warranties, guarantees, or promises have been made with respect to the physical condition, operation, or any other matter or thing affecting or related to the Assets and/or the offering or sale of the Assets;
- (iii) the Purchaser has not relied upon any representation, warranty, guarantee or promise or upon any statement made or any information provided concerning the Assets, including the Due Diligence Information made available to the Purchaser by the Vendor, its respective Affiliates or their respective Representatives;
- (iv) the Purchaser has entered into this Agreement after having relied solely on its own independent investigation, inspection, analysis, appraisal and evaluation of the Assets and the facts and circumstances related thereto;
- (v) any information provided or to be provided by or on behalf of the Vendor with respect to the Assets, including all Due Diligence Information, was obtained from information provided to the Vendor and the Vendor has not made any independent investigation or verification of such information, and makes no representations as to the accuracy or completeness of such information;
- (vi) without limiting the generality of the foregoing, the Vendor is not under any obligation to disclose to the Purchaser, and shall have no liability for its failure to disclose to the Purchaser, any information known to it relating to the Assets except as may be required by any Applicable Law; and
- (vii) neither the Vendor, its Affiliates or their respective Representatives are liable or bound in any manner by any oral or written statements, representations or information pertaining to the Assets, or the operation thereof, made or furnished by any real estate broker, agent, employee, or other Person.

## **6.2 "As Is, Where Is", No Additional Representations**

- (a) Without limiting any other provision of this Agreement, the Purchaser acknowledges and agrees that it is acquiring the Assets on an "as is, where is" and "without recourse" basis with all defects, both patent and latent, and with all faults, whether known or unknown, presently existing or that may hereafter arise. The Purchaser acknowledges and agrees that, except as expressly set forth in this Agreement, the Vendor, its Affiliates and their respective Representatives have not made, do not make and specifically negate and disclaim any representation, warranty, promise, covenant, agreement or guaranty of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Assets. For greater certainty, but without limitation, except as expressly set forth in this Agreement, none of the Vendor, its Affiliates or their respective Representatives make any condition, representation or warranty whatsoever, express or implied, with respect to:

- (i) the title and interest of the Vendor in and to the Assets;
  - (ii) whether any ROFRs are exercisable by a Third Party in connection with the completion of the Transactions;
  - (iii) the quality, quantity or recoverability of Petroleum Substances within or under the Lands or any lands pooled or unitized therewith;
  - (iv) the income to be derived from the Assets, if any;
  - (v) any estimates of the value of the Assets or the revenues or cash flows from future production from the Lands;
  - (vi) the rates of production of Petroleum Substances from the Lands;
  - (vii) the quality, condition, marketability, profitability, fitness for a particular purpose or merchantability of any tangible depreciable equipment or property interests which comprise the Assets (including the Tangibles or any personal property);
  - (viii) the suitability of the Assets for any and all purposes, activities and uses which the Purchaser may desire to conduct thereon;
  - (ix) the compliance of or by the Assets or its operation with any Applicable Law (including Environmental Laws);
  - (x) the validity or enforceability of the Assumed Contracts or the ability to assign any of the Assumed Contracts;
  - (xi) any regulatory approvals, permits and licenses, consents or authorizations that may be needed to complete the purchase of the Assets contemplated by this Agreement;
  - (xii) the manner or quality of the construction or materials, if any, incorporated into the Assets;
  - (xiii) the manner, quality, state of repair or lack of repair of the Assets;
  - (xiv) the existence of soil instability, past soil repairs, susceptibility to landslides, sufficiency of under-shoring, sufficiency of drainage, or any other matter affecting the stability or integrity of the Assets or any structures or improvements situated thereon;
  - (xv) whether the Assets are located in a seismic hazards zone or a flood hazard zone;
  - (xvi) the presence of pests and any damage to the Assets and/or its improvements that may have occurred as a result;
  - (xvii) the nature and quantum of the Assumed Liabilities; or
  - (xviii) any other matter with respect to the Assets.
- (b) The Purchaser acknowledges that the release and disclaimer described in this Article 6 is intended to be very broad and, except for its express rights under this Agreement, the

Purchaser expressly waives and relinquishes any rights or benefits it may have under any Applicable Law designed to invalidate releases of unknown or unsuspected claims.

- (c) Except for its express rights under this Agreement, the Purchaser hereby waives all rights and remedies (whether now existing or hereinafter arising and including all common law, tort, contractual and statutory rights and remedies) against the Vendor, its Affiliates and their respective Representatives in respect of the Assets and any representations or statements made or information or data furnished to the Purchaser or its Representatives in connection herewith (whether made or furnished orally or by electronic, faxed, written or other means). Such waiver is absolute, unlimited, and includes, but is not limited to, waiver of express warranties, implied warranties, any warranties contained in the *Sale of Goods Act* (Alberta), the *Sale of Goods Act* (British Columbia) (or similar applicable statutes, all as may be amended, repealed or replaced), warranties of fitness for a particular use, warranties of merchantability, warranties of occupancy, strict liability and claims of every kind and type, including claims regarding defects, whether or not discoverable or latent, product liability claims, or similar claims, and all other claims that may be later created or conceived in strict liability or as strict liability type claims and rights.

## ARTICLE 7 RISK AND COSTS AND INSURANCE

### 7.1 Risk and Costs

Except as otherwise provided for in this Agreement, the Assets will be at the sole risk and responsibility of the Vendor until the Closing Date, and thereafter at the sole risk and responsibility of the Purchaser.

### 7.2 Insurance

Any property, liability and other insurance maintained by the Vendor in relation to the Assets, to the extent applicable, shall not be transferred at Closing, but shall remain the responsibility of the Vendor until the Closing Date. The Purchaser shall be responsible for placing its own property, liability and other insurance coverage with respect to the Assets in respect of the period from and after 12:01 a.m. on the Closing Date.

## ARTICLE 8 INDEMNIFICATION

### 8.1 Indemnification Given by Purchaser

If Closing occurs, the Purchaser shall:

- (a) be liable to the Vendor, its Affiliates and their respective Representatives for; and
- (b) as a separate covenant, indemnify and save harmless the Vendor, its Affiliates and their respective Representatives from and against;

all Losses and Liabilities suffered, sustained, paid or incurred by the Vendor, its Affiliates and/or their respective Representatives related to or in connection with the Assets and the Assumed Liabilities, including: (i) all Losses and Liabilities attributable to the ownership, operation, use, construction or maintenance of the Assets during the period following the Closing Date; (ii) all Losses and Liabilities

arising or accruing on or after the Closing Date under any Assumed Contract, including any and all Cure Costs; and (iii) any other Losses and Liabilities for which the Purchaser has otherwise agreed to indemnify the Vendor pursuant to this Agreement, including pursuant to Section 9.2. The Purchaser's indemnity obligations set forth in this Section 8.1 shall survive the Closing Date indefinitely pursuant to Section 14.3.

## 8.2 Third Party Claims

- (a) If any of the Vendor, its Affiliates or any of their respective Representatives receives written notice of the commencement or assertion of any Third Party Claim for which the Purchaser is liable pursuant to this Agreement (or has otherwise agreed to indemnify the Vendor, its Affiliates or their respective Representatives against), the Vendor shall give the Purchaser reasonably prompt notice thereof, but in any event no later than ten (10) days after receipt of such notice of such Third Party Claim. Such notice to the Purchaser shall describe the Third Party Claim in reasonable detail and shall indicate, if reasonably practicable, the estimated amount (or the method of computation of the amount) of the Losses and Liabilities that has been or may be sustained by the Vendor, its Affiliates or their respective Representatives, respectively, and a reference to the provisions of this Agreement, or other applicable document, upon which such claim is based.
- (b) The Purchaser may assume the carriage and control of the defence of any Third Party Claim by giving notice to that effect to the Vendor, not later than ten (10) days after receiving notice of that Third Party Claim (the "**Notice Period**") so long as: (i) the Purchaser first acknowledges to the Vendor, in writing, liability to the Vendor, its Affiliates and/or their respective Representatives, under this Agreement with respect to such Third Party Claim and that the outcome of such Third Party Claim does not alter or diminish the Purchaser's obligation to indemnify the Vendor, its Affiliates and/or their respective Representatives, pursuant to this Agreement, subject to the Purchaser's right to contest in good faith the Third Party Claim; (ii) the Purchaser has the financial resources to defend against the Third Party Claim and fulfill any indemnification obligations and has provided the Vendor, its Affiliates and/or their respective Representatives, with evidence thereof; (iii) the Third Party Claim involves monetary damages; and (iv) the Purchaser thereafter pursues the defence or settlement of the Third Party Claim actively and diligently. The Purchaser's right to do so shall be subject to the rights of any insurer or other third party who has potential liability in respect of that Third Party Claim. The Purchaser shall pay all of its own expenses of participating in or assuming such defence. In the event that the Purchaser elects to assume the carriage and control of the defence of a Third Party Claim pursuant to this Section 8.2(b), then the Vendor shall, or shall cause its Affiliates and/or their respective Representatives to, cooperate in good faith in the defence of each Third Party Claim and may participate in such defence assisted by counsel of its own choice at its own expense.
- (c) If the Vendor has not received notice within the Notice Period that the Purchaser has elected to assume the carriage and control of the defence of such Third Party Claim in accordance with Section 8.2(b), or if the Purchaser has given such notice but thereafter fails or is unable to pursue the defence or settlement of such Third Party Claim actively and diligently, the Vendor, its Affiliates and/or their respective Representatives, may, at their option, elect to settle or compromise the Third Party Claim on terms of its choosing, or assume such defence assisted by counsel of its own choosing, and the Purchaser shall be liable for all reasonable costs and expenses paid or incurred in connection therewith and any Losses and Liabilities suffered or incurred by the Vendor, its Affiliates and/or their Representatives with respect to such Third Party Claim.



### **8.3 Failure to Give Timely Notice**

Notwithstanding that time is of the essence, a failure to give timely notice as provided in this Article 8 shall not affect the rights or obligations of any Party except and only to the extent that, as a result of such failure, any Party which was entitled to receive such notice was deprived of its right to recover any payment under any applicable insurance coverage or was otherwise prejudiced as a result of such failure.

### **8.4 No Merger**

There shall not be any merger of any liability or indemnity hereunder in any assignment, conveyance, transfer or document delivered pursuant hereto notwithstanding any rule of law, equity or statute to the contrary and all such rules are hereby waived.

### **8.5 Third Party Beneficiary**

The Vendor's Representatives and the Vendor's Affiliates, and all of their respective Representatives are intended third party beneficiaries of this Article 8 and shall have the right, power and authority to enforce the provisions hereof as though they were each a party hereto. The Purchaser further agrees to execute such agreements as may be reasonably requested by such Persons in connection with these provisions that are consistent with this Article 8 or that are reasonably necessary to give further effect thereto.

## **ARTICLE 9 ENVIRONMENTAL MATTERS**

### **9.1 Acknowledgements Regarding Environmental Condition**

The Purchaser acknowledges that, insofar as the environmental condition of the Assets is concerned, it will acquire the Assets pursuant hereto on an "as is, where is" basis. The Purchaser acknowledges that it is familiar with the condition of the Assets, including the past and present use of the Lands and the Tangibles, that the Vendor has provided the Purchaser with a reasonable opportunity to inspect the Assets at the sole cost, risk and expense of the Purchaser (insofar as the Vendor could reasonably provide such access) and that the Purchaser is not relying upon any representation or warranty of the Vendor, its Affiliates or any of their respective Representatives as to the environmental condition of the Assets, or any Environmental Liabilities or Abandonment and Reclamation Obligations in respect thereof.

### **9.2 Assumption of Environmental Liabilities**

If Closing occurs, the Purchaser shall:

- (a) be liable to the Vendor, its Affiliates and their respective Representatives for; and
- (b) as a separate covenant, indemnify and save harmless the Vendor, its Affiliates and their respective Representatives from and against;

all Losses and Liabilities suffered, sustained, paid or incurred by the Vendor, its Affiliates or their respective Representatives as a result of any matter or thing arising out of, attributable to or connected with any Environmental Liabilities or any Abandonment and Reclamation Obligations. Once Closing has occurred, the Purchaser shall be solely responsible for all Environmental Liabilities and all Abandonment and Reclamation Obligations as between the Vendor (on one hand) and the Purchaser (on the other hand) including whether occurring or accruing prior to, on or after the Closing Date, and hereby releases the

Vendor, its Affiliates and their respective Representatives from any claims the Purchaser may have against the Vendor with respect to all such Environmental Liabilities and Abandonment and Reclamation Obligations. Without restricting the generality of the foregoing, the Purchaser shall be responsible for all Environmental Liabilities and Abandonment and Reclamation Obligations (including whether occurring or accruing prior to, on or after the Closing Date) in respect of all Wells and Tangibles.

## **ARTICLE 10 COVENANTS**

### **10.1 Conduct of Business Until Closing**

- (a) Until the Closing Date, the Vendor shall provide the Purchaser with all access to the Assets as reasonably required by the Purchaser in order to allow for and assist the Purchaser with an orderly passing of the Assets to the Purchaser following Closing in accordance herewith.
- (b) The access to the Assets to be afforded to the Purchaser and its Representatives pursuant to this Section 10.1 will be subject to the Assumed Contracts and all of the Vendor's site entry protocols, health, safety and environmental rules, policies and procedures. Further, the Purchaser acknowledges and agrees that it shall:
  - (i) be solely liable and responsible for any and all Losses and Liabilities which the Vendor, its Affiliates or their respective Representatives may suffer, sustain, pay or incur; and
  - (ii) as a separate covenant, indemnify and save harmless the Vendor, its Affiliates and their respective Representatives harmless from any and all Claims or Losses and Liabilities whatsoever which may be brought against, suffered by or incurred by the Vendor, its Affiliates or their respective Representatives;

arising out of, resulting from, attributable to or in any way connected with any access provided to the Purchaser or its Representatives pursuant to this Section 10.1.

### **10.2 ROFRs**

- (a) The Purchaser acknowledges that it shall be responsible for conducting such separate investigation of the Assets as the Purchaser has determined is appropriate with respect to the identification of ROFRs applicable to the Assets as soon as is reasonably practicable after the date hereof. The Purchaser shall indemnify Losses and Liabilities suffered, sustained, paid or incurred by the Vendor, its Affiliates or their respective Representatives as a result of any failure by the Purchaser to identify ROFRs applicable to the Assets or any Third Party Claim relating to the allocation of the value of a ROFR to be determined by the Purchaser in accordance with Section 10.2(b)(i), as applicable.
- (b) If the Purchaser has identified any ROFRs pursuant to Section 10.2(a):
  - (i) promptly following the identification of Assets which are the subject of ROFRs, the Purchaser shall prepare and provide the Vendor with ROFR notices to be issued in respect of such ROFRs, which shall include the Purchaser's bona fide allocation of the amount of the Purchase Price attributable to each of such Assets which are subject to a ROFR;

- (ii) the Vendor shall courier ROFR notices to the Third Parties holding such ROFRs promptly following the receipt of the same from the Purchaser; and
  - (iii) to the extent the Purchaser is not copied directly on a response from a Third Party ROFR holder, the Vendor shall notify the Purchaser in writing forthwith upon each Third Party exercising or waiving such a ROFR.
- (c) If any such Third Party elects to exercise such a ROFR, then:
- (i) the definition of Assets shall be deemed to be amended to exclude those Assets in respect of which the ROFR has been exercised;
  - (ii) such Assets shall not be conveyed to the Purchaser;
  - (iii) any proceeds received by the Vendor from a Third Party in respect of the sale and conveyance of any Assets which are subject to a ROFR shall be deemed to not constitute Assets for the purposes of this Agreement; and
  - (iv) the Purchase Price shall not be subject to any reduction in the event of the exercise of any such ROFR by a Third Party.
- (d) In the event that a Third Party exercises a ROFR and is then unable or unwilling to enter into a conveyance agreement with the Vendor for the relevant Assets, the Purchaser agrees to accept a conveyance of such Assets under the same terms and conditions as this Agreement to whatever extent possible.
- (e) Closing shall not be delayed even though certain of the ROFRs are outstanding and capable of exercise by the holders thereof as of the Closing Date (such ROFRs being referred to as "**Outstanding ROFRs**"). In such case, the following procedures shall apply:
- (i) the Parties shall proceed with Closing (for greater certainty without any reduction in the Purchase Price for the Outstanding ROFRs, and without variation of any other terms or conditions of this Agreement);
  - (ii) the Purchaser shall have (as of the Closing Date) prepared all Specific Conveyances and other closing documentation required for the sale of the Assets subject to the Outstanding ROFRs (the "**Outstanding ROFR Assets**");
  - (iii) if an Outstanding ROFR is exercised by a Third Party, the Vendor will promptly notify the Purchaser thereof in writing, the Specific Conveyances and other closing documentation related to such Outstanding ROFR Assets will be of no force or effect and shall be destroyed by the Purchaser, and the provisions of Section 10.2(c) shall apply to the Assets which are the subject of the Outstanding ROFR being exercised by the Third Party, *mutatis mutandis*; and
  - (iv) if after Closing an Outstanding ROFR is extinguished by lapse of time, waiver or otherwise (other than as a result of being exercised), the Vendor will promptly notify the Purchaser thereof in writing and promptly deliver copies of the Specific Conveyances and closing documentation previously prepared to the Purchaser, and such documentation shall be effective and the sale of such Outstanding ROFR

Assets to Purchaser pursuant hereto shall be deemed to have closed on the Closing Date.

### **10.3 Document Review**

Prior to Closing, the Vendor shall provide Purchaser with reasonable access to the Title Documents and other Miscellaneous Interests in the possession or under the control of Vendor for the purpose of verifying the continued validity and effect of the Title Documents, the identification of Assets the subject of ROFRs, the preparation of Specific Conveyances and other matters related to this Agreement and the Transaction.

## **ARTICLE 11 CONDITIONS**

### **11.1 Mutual Conditions**

The respective obligations of the Parties to complete the purchase and sale of the Assets are subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

- (a) the Court shall have granted the Approval and Vesting Order and the Approval and Vesting Order shall be a Final Order;
- (b) no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable order or Applicable Law subsequent to the date hereof which has the effect of: (i) making any of the transactions contemplated by this Agreement illegal; or (ii) otherwise prohibiting, preventing or restraining the Vendor from the sale of the Assets; and
- (c) the Closing is not otherwise prohibited by Applicable Law;

The foregoing conditions are for the mutual benefit of the Vendor and the Purchaser and may be asserted by the Vendor or the Purchaser regardless of the circumstances and may be waived only with the agreement of the Vendor and the Purchaser.

### **11.2 Conditions for the Benefit of the Purchaser**

The obligation of the Purchaser to complete the purchase of the Assets is subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

- (a) all representations and warranties of the Vendor contained in Section 5.1 of this Agreement shall be true and correct in all material respects as at the Closing Date with the same force and effect as if made at and as of such time;
- (b) the Vendor shall have complied with and performed, in all material respects, all of its covenants and obligations contained in this Agreement;
- (c) the Parties shall have come to an arrangement pertaining to Claims with respect to any linear or non-linear municipal property tax claims under the *Municipal Government Act* (Alberta) or otherwise, such that the Licence Transfers may occur;
- (d) the Purchaser has secured sufficient financing from one or more lenders necessary to perform or cause to be performed all work relating to Abandonment and Reclamation

Obligations in relation to the Assets satisfactory to the Purchaser in its sole discretion, including for certainty, any liabilities identified under the Phase 1 ESA;

- (e) the Purchaser has performed or caused to be performed the Phase 1 ESA;
- (f) the Purchaser has taken commercially reasonable efforts, at its sole cost and expense, to obtain quitclaims or other similar agreements with the Vendor's working interest partners in respect of the Assets, such that the Purchaser obtains a 100% working interest in the Assets;
- (g) any ROFRs with respect to the Assets have been validly waived by the party or parties entitled to exercise same, or the time period for exercising such ROFRs shall have expired;
- (h) the Vendor's existing surface leases with respect to the Lands shall have been terminated, the Purchaser shall have entered into new surface leases between the Purchaser and the holders of the surface rights with respect to the Lands and all other rights of access, ingress and egress to the Lands shall have been obtained on terms and conditions satisfactory to the Purchaser in its sole discretion; and
- (i) the Vendor shall have executed and delivered or caused to have been executed and delivered to the Purchaser at or before the Closing all the documents contemplated in Section 12.2.

The foregoing conditions are for the exclusive benefit of the Purchaser and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Purchaser may have.

### **11.3 Conditions for the Benefit of the Vendor**

The obligation of the Vendor to complete the sale of the Assets is subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

- (a) all representations and warranties of the Purchaser contained in Section 5.2 of this Agreement shall be true and correct in all material respects as at the Closing Date with the same force and effect as if made at and as of such time;
- (b) the Purchaser shall have complied with and performed in all material respects all of its covenants and obligations contained in this Agreement;
- (c) the Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendor at or before the Closing all the documents contemplated in Section 12.3; and
- (d) the Vendor has not lost its ability to convey the Assets due to the appointment of a receiver or a receiver-manager, an order of the Court or otherwise pursuant to the CCAA Proceedings, provided such order or other action is pursuant to the CCAA Proceedings or is not at the voluntary initiative of the Vendor.

The foregoing conditions are for the exclusive benefit of the Vendor and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Vendor may have.

#### **11.4 Satisfaction of Conditions**

Each of the Parties shall proceed diligently and in good faith and use all commercially reasonable efforts to fulfill and assist in the fulfillment of the conditions set forth in Sections 11.1, 11.2 and 11.3. In addition, each of the Parties agrees not to take any action that could reasonably be expected to preclude, delay or have an adverse effect on the Transaction or would render, or may reasonably be expected to render, any representation or warranty made by it in this Agreement untrue in any material respect.

#### **11.5 Monitor's Certificate**

When the conditions to Closing set out in Sections 11.1, 11.2 and 11.3 have been satisfied and/or waived by the each of the Vendor and the Purchaser, as applicable, the Vendor and the Purchaser will each deliver to the Monitor written confirmation: (a) that such conditions of Closing, as applicable, have been satisfied and/or waived; and (b) of the amount of the Transfer Taxes and Cure Costs to be paid on Closing (in each case, to the extent applicable), in substantially the form of Schedule D (the "**Conditions Certificates**"). Upon receipt by the Monitor of: (i) confirmation of payment of the balance of the Purchase Price (less the Deposit) to be paid on Closing has been received by the Vendor; (ii) confirmation of payment of the applicable Transfer Taxes to be paid on Closing have been paid to the Vendor (or evidence of an agreement to pay, all Transfer Taxes by the Purchaser to any relevant Governmental Authorities or counterparty); and (iii) each of the Conditions Certificates, the Monitor shall: (A) issue forthwith its Monitor's Certificate concurrently to the Vendor and the Purchaser, at which time the Closing will be deemed to have occurred; and (B) file as soon as practicable a copy of the Monitor's Certificate with the Court (and shall provide a true copy of such filed certificate to the Vendor and the Purchaser). In the case of (A) and (B), above, the Monitor will be relying exclusively on the basis of the Conditions Certificates and without any obligation whatsoever to verify the satisfaction or waiver of the applicable conditions.

### **ARTICLE 12 CLOSING**

#### **12.1 Closing Date and Place of Closing**

Subject to the conditions set out in this Agreement, the Transaction shall close and be completed on the Closing Date, or at such other time as the Parties may agree in writing.

#### **12.2 Deliveries on Closing by the Vendor**

The Vendor shall deliver (or cause to be delivered) to the Purchaser on or before the Closing Date:

- (a) a Court certified copy of the Approval and Vesting Order;
- (b) a certificate of the Vendor confirming the accuracy of the matters provided for in Sections 11.2(a) and 11.2(b);
- (c) a written joint direction, duly executed by the Vendor, instructing the Monitor that the Deposit is to be released in accordance with 3.3(b)(i);
- (d) the General Conveyance, Assignment and Assumption Agreement duly executed by the Vendor; and

- (e) any other deeds, conveyances, assurances, transfers, assignments, instruments, documents, resolutions and certificates as are referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement.

**12.3 Deliveries on Closing by the Purchaser**

The Purchaser shall deliver (or cause to be delivered) to the Vendor's Solicitor on or before the Closing Date:

- (a) payment of the Purchase Price in accordance with Section 3.3(b);
- (b) payment of all Transfer Taxes payable on Closing to the Vendor or the Vendor's Solicitors (or evidence of self-assessment and payment by the Purchaser thereof to the relevant Governmental Authorities);
- (c) a certificate of the Purchaser confirming the accuracy of the matters provided for in Sections 11.3(a) and 11.3(b);
- (d) a written joint direction, duly executed by the Purchaser, instructing the Monitor that the Deposit is to be released in accordance with 3.3(b)(i);
- (e) the General Conveyance, Assignment and Assumption Agreement duly executed by the Purchaser; and
- (f) any other deeds, conveyances, assurances, transfers, assignments, instruments, documents, resolutions and certificates as are referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

**ARTICLE 13  
TERMINATION**

**13.1 Grounds for Termination**

This Agreement may be terminated at any time prior to Closing:

- (a) by the mutual written agreement of the Vendor and the Purchaser, provided however that if this Agreement has been approved by the Court, any such termination shall require either the consent of the Monitor or the approval of the Court;
- (b) by the Purchaser, upon written notice to the Vendor, if there has been a material breach by the Vendor of any material representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Purchaser, and: (i) such breach is not curable and has rendered the satisfaction of any condition in Section 11.2 impossible by the Outside Date; or (ii) if such breach is curable, the Purchaser has provided prior written notice of such breach to the Vendor, and such breach has not been cured within ten (10) days (or, if not curable within ten (10) days, such longer period as is reasonable under the circumstances, not to exceed thirty (30) days) following the date upon which the Vendor received such notice;
- (c) by the Purchaser, upon written notice to the Vendor, any time after the Outside Date, if (A) the Court Approval has not been obtained, or (B) the Closing has not occurred by the

Outside Date and such failure to close was not caused by or as a result of the Purchaser's breach of this Agreement;

- (d) by the Vendor, upon written notice to the Purchaser, if there has been a material breach by the Purchaser of any material representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Vendor, and: (i) such breach is not curable and has rendered the satisfaction of any condition in Section 11.3 impossible by the Outside Date; or (ii) if such breach is curable, the Vendor has provided prior written notice of such breach to the Purchaser, and such breach has not been cured within ten (10) days (or, if not curable within ten (10) days, such longer period as is reasonable under the circumstances, not to exceed thirty (30) days) following the date upon which the Purchaser received such notice; or
- (e) by the Vendor, upon written notice to the Purchaser, any time after the Outside Date, if (A) the Court Approval has not been obtained, or (B) the Closing has not occurred by the Outside Date and such failure to close was not caused by or as a result of the breach of this Agreement by the Vendor.

### **13.2 Effect of Termination**

Notwithstanding any termination of this Agreement as permitted under Section 13.1, or as otherwise provided for in this Agreement, the provisions of Sections 3.3 (Deposit), 14.1 (Public Announcements), 14.4 (Governing Law), 14.5 (Consequential Damages), 14.11 (Costs and Expenses) and 14.15 (Third Party Beneficiaries) shall remain in full force and effect following any such permitted termination, and the Deposit shall be governed by Section 3.3.

## **ARTICLE 14 GENERAL**

### **14.1 Public Announcements**

- (a) Subject to Section 14.1(b), if a Party intends to issue a press release or other public disclosure of this Agreement, the terms hereof or the Transaction, the disclosing Party shall provide the other Parties with an advance copy of any such press release or public disclosure with sufficient time to enable the other Parties to review such press release or other public disclosure and provide any comments. The disclosing Party shall not issue such press release or other public disclosure without the prior written consent of the other Parties, such consent not to be unreasonably withheld.
- (b) Notwithstanding Section 14.1(a): (i) this Agreement may be filed by the Vendor with the Court; and (ii) the Transaction may be disclosed by the Vendor to the Court, subject to redacting confidential or sensitive information as permitted by Applicable Law. The Parties further agree that:
  - (i) the Vendor may prepare and file reports and other documents with the Court containing references to the Transaction and the terms of the Transaction;
  - (ii) the Vendor may forward a copy of this Agreement and all related documentation to the Orphan Well Association and its Representatives, agents, legal counsel and financial advisors, and may further advise such Persons of the existence and nature of any discussions and negotiations in relation thereto or in relation to the



Transaction; provided that the Orphan Well Association and its Representatives agree in advance to be bound by any confidentiality undertakings or similar confidentiality requirements reasonably requested by the Vendor; and

- (iii) the Vendor and its professional advisors may prepare and file such reports and other documents with the Court containing references to the Transaction contemplated by this Agreement and the terms of such Transaction as may reasonably be necessary to obtain the Court Approval and to complete the Transaction contemplated by this Agreement or to comply with their obligations to the Court.

#### **14.2 Dissolution of Vendor**

The Purchaser acknowledges and agrees that nothing in this Agreement shall operate to prohibit or diminish in any way the right of the Vendor or any of its Affiliates to cause the dissolution or wind-up of any of the Vendor subsequent to the Closing Date, or otherwise cause or allow any the Vendor to cease operations in any manner or at any time subsequent to the Closing Date as the Vendor may determine in its sole discretion, which may be exercised without regard to the impact any such action may have on the Vendor's ability to fulfil its obligations under this Agreement that survive Closing.

#### **14.3 Survival**

Upon Closing, the obligations, covenants, representations and warranties of the Parties set out in this Agreement shall expire, be terminated and extinguished and of no further force or effect, provided that notwithstanding the Closing contemplated hereunder or the delivery of documents pursuant to this Agreement, the obligations and covenants of the Parties set out in Section 2.3 (Licence Transfers), Section 2.4 (Specific Conveyances), Section 2.5 (Post-Closing Maintenance of Assets), Section 5.3 (Enforcement of Representations and Warranties), Section 10.2 (ROFRs) and Article 4 (Transfer Taxes), Article 6 ("As Is, Where Is" and No Additional Representations and Warranties), Article 8 (Indemnification), Article 9 (Environmental Matters) and Article 14 (General), shall survive Closing, shall remain in full force and effect, shall not merge as a result of Closing and shall be binding on the Parties indefinitely thereafter except as expressly stated to the contrary therein or otherwise in accordance with Applicable Laws.

#### **14.4 Governing Law**

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, and the federal laws of Canada applicable therein (excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction). The Parties consent to the jurisdiction and venue of the courts of Alberta for the resolution of any such dispute arising under this Agreement.
- (b) Notwithstanding Section 14.4(a), any and all documents or orders that may be filed, made or entered in the CCAA Proceedings, and the rights and obligations of the Parties thereunder, including all matters of construction, validity and performance thereunder, shall in all respects be governed by, and interpreted, construed and determined in accordance with the laws of the Province of Alberta. The Parties consent to the jurisdiction and venue of the Court, as applicable, for the resolution of any such disputes, regardless of whether such disputes arose under this Agreement. Each Party agrees that service of process on such Party as provided in Section 14.13 shall be deemed effective service of process on such Party.

#### **14.5 Consequential Damages**

Under no circumstance shall any of the Parties, their Representatives or their respective directors, officers, employees or agents be liable for any punitive, exemplary, consequential or indirect damages (including for greater certainty, any loss of profits) (collectively, "**Consequential Damages**") that may be alleged to result, in connection with, arise out of, or relate to this Agreement or the Transaction, other than Consequential Damages for which the Purchaser is liable as a result of a Third Party Claim (which liability shall be subject to and recoverable under Article 8 (Indemnification)). For greater certainty, the Parties agree that none of the Parties, their respective Affiliates or their respective Representatives shall be liable for any lost profits whatsoever, whether such lost profits are considered to be direct, consequential or indirect losses, and regardless of whether such lost profits were foreseeable by the Parties at any time or whether such lost profits were the direct and natural result of a Party's breach of its obligations under this Agreement.

#### **14.6 Further Assurances**

Each of the Parties from and after the date hereof shall, from time to time, and at the request and expense of the Party requesting the same, do all such further acts and things and execute and deliver such further instruments, documents, matters, papers and assurances as may be reasonably requested to complete the Transaction and for more effectually carrying out the true intent and meaning of this Agreement.

#### **14.7 Assignment**

The Purchaser shall not, without the Vendor's prior written consent, assign any right or interest in this Agreement, which consent may be withheld in the Vendor's sole and absolute discretion, except that the Purchaser shall have the right to assign any or all of its rights, interests or obligations hereunder to one or more Affiliates of the Purchaser, provided that: (a) such Affiliate agrees to be bound by the terms of this Agreement; (b) the Purchaser shall remain liable hereunder for any breach of the terms of this Agreement by such Affiliate; (c) such assignment shall not release the Purchaser from any obligation or liability hereunder in favour of the Vendor; and (d) the Purchaser shall acknowledge and confirm its continuing obligations in favour of the Vendor in an assignment and assumption agreement in form and substance satisfactory to the Vendor.

#### **14.8 Waiver**

No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver by any Party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained herein shall take effect or be binding upon that Party unless the waiver is expressed in writing under the authority of that Party. Any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

#### **14.9 Amendment**

This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party.

**14.10 Time of the Essence**

Time is of the essence in this Agreement.

**14.11 Costs and Expenses**

Unless otherwise provided for in this Agreement, each Party shall be responsible for all costs and expenses (including the fees and disbursements of legal counsel, bankers, investment bankers, accountants, brokers and other advisors) incurred by it in connection with this Agreement and the Transaction. Notwithstanding any other provision of this Agreement, the Purchaser shall pay the cost of all surveys, title insurance policies and title reports ordered by the Purchaser.

**14.12 Entire Agreement**

This Agreement and the Confidentiality Agreement (the terms and conditions of which are incorporated by reference into this Agreement, and binding upon the Parties, as if such agreement were signed directly by the Parties) constitute the entire agreement between the Parties with respect to the subject matter hereof and cancel and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof. There are no conditions, covenants, agreements, representations, warranties or other provisions, whether oral or written, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof other than those contained in this Agreement or in the Confidentiality Agreement.

**14.13 Notices**

Any notice, direction or other communication given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier or electronic mail and addressed:

- (a) in the case of the Vendor:

AlphaBow Energy Ltd.  
Suite 300, 708-11<sup>th</sup> Avenue S.W.  
Calgary, AB T2R OE4

Attention: Ben Li  
Email: benli@alphabowenergy.com

With a copy, which shall not constitute notice, to the Vendor's Solicitors:

Bennett Jones LLP  
4500, 855 - 2<sup>nd</sup> Avenue S.W.  
Calgary, AB T2P 4K7

Attention: Keely Cameron; Kristos Iatridis  
Email: cameronk@bennettjones.com; iatridisk@bennettjones.com

- (b) In the case of the Purchaser:

Crbon Labs Inc.  
521 Royal Court NW  
Calgary, AB T3G 4X5

Attention: Cory Bergh  
Email: [cory.bergh@crbonlabs.com](mailto:cory.bergh@crbonlabs.com)

With a copy, which shall not constitute notice, to the Purchaser's Solicitors:

Dentons Canada LLP  
Bankers Court, 850 2<sup>nd</sup> Street SW  
Calgary, AB T2P 0R8

Attention: Hazel Saffery  
Email: [hazel.saffery@dentons.com](mailto:hazel.saffery@dentons.com)

A notice is deemed to be given and received if: (i) sent by personal delivery or courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day; or (ii) email, on the date of transmission if it is a Business Day and the transmission was made prior to 4:00 p.m. (local time in place of receipt), and otherwise on the next Business Day. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a notice will be assumed not to be changed. **Sending a copy of a notice to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice to that Party. The failure to send a copy of a notice to legal counsel does not invalidate delivery of that notice to a Party.**

#### **14.14 Enurement**

This Agreement shall be binding upon, and enure to the benefit of, the Parties and their respective successors and permitted assigns.

#### **14.15 Third Party Beneficiaries**

Except as otherwise provided for in this Agreement, each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the Parties and their successors and permitted assigns and, except as otherwise provided for in this Agreement, no Person, other than the Parties and their successors and permitted assigns shall be entitled to rely on the provisions hereof in any action, suit, proceeding, hearing or other forum. The Purchaser acknowledges to the Vendor, its Affiliates and their respective Representatives their direct rights against the Purchaser under this Agreement. To the extent required by Applicable Law to give full effect to these direct rights, the Purchaser agrees and acknowledges that the Vendor is acting as agent and/or as trustee of its Representatives, its Affiliates and their respective Representatives.

#### **14.16 Severability**

If any provision of this Agreement or any document delivered in connection with this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction shall not affect such provision validity or enforceability in any other jurisdiction.


#### **14.17 Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by facsimile or other electronic means of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

**[THE BALANCE OF THIS PAGE INTENTIONALLY BLANK]**

**IN WITNESS WHEREOF** this Agreement has been properly executed by the Parties as of the date first above written.

**ALPHABOW ENERGY LTD.**

Per:  Signed by:  
F151FF4C8A774EE...  
Name: Ben Li  
Title: Chief Executive Officer

**CRBON LABS INC.**

Per: \_\_\_\_\_  
Name: Cory Bergh  
Title: President and CEO

**IN WITNESS WHEREOF** this Agreement has been properly executed by the Parties as of the date first above written.

**ALPHABOW ENERGY LTD.**

Per: \_\_\_\_\_

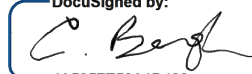
Name: Ben Li

Title: Chief Executive Officer

**CRBON LABS INC.**

Per: \_\_\_\_\_

DocuSigned by:



Name: Cory Bergh

Title: President and CEO

**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**

**SCHEDULE C**

**Form of Approval and Vesting Order**

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 <i>COMPANIES' CREDITORS ARRANGEMENT ACT</i> , 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	<b>ORDER (Sales Approval and Vesting)</b>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	<b>BENNETT JONES LLP</b> Barristers and Solicitors 4500 Bankers Hall East 855 – 2 <sup>nd</sup> 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:

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice \_\_\_\_\_

LOCATION OF HEARING:

**UPON the application** of AlphaBow Energy Ltd. ("**AlphaBow**" or the "**Applicant**") for an Order approving the sale transaction (the "**Transaction**") contemplated by the [date] Asset Purchase and Sale Agreement (the "**Sale Agreement**") between AlphaBow and \_\_\_\_\_ (the "**Purchaser**"); **AND UPON having read** the Affidavit of \_\_\_\_\_, the Affidavit of Service of \_\_\_\_\_, and the Monitor's \_\_\_\_\_ Report (the "**Number 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)] 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 No. \* for those lands and premises municipally described as \*, and legally described as:

\*

(the "**Lands**")

- (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, \*;
  - (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 KSV Restructuring Inc., in its capacity as Monitor of the Applicant and not in its personal capacity.
  8. For the purposes of determining the nature and priority of Claims, the net proceeds from sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor's Closing Certificate and all Claims (but excluding Permitted Encumbrances) 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
  - (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.

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J.C.K.B.A

NATDOCS\80944521\V-6

WSLEGAL\088323\0000639425059v3  
NATDOCS\80944521\V-6



**SCHEDULE A**

**Assets Listing**

<b>ALPHABOW FILE</b>	<b>LEGAL DESCRIPTION</b>	<b>PNG RIGHTS</b>	<b>ALPHABOW WORKING INTEREST</b>	<b>ENCUMBRANCES</b>	<b>EXPIRY DATE</b>

Wells:

Facilities:

Pipelines:

## SCHEDULE B

### Form of Monitor's Certificate

COURT FILE NUMBER 2401-05179

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PROCEEDING IN THE MATTER OF THE COMPANIES' CREDITORS  
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER OF THE COMPROMISE OR  
ARRANGEMENT OF ALPHABOW ENERGY LTD.

DOCUMENT SALE AND VESTING ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

BENNETT JONES LLP  
Barristers and Solicitors  
4500 Bankers Hall East  
855 – 2 Street SW  
Calgary, Alberta T2P 4K7

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

### RECITALS

- A. Pursuant to an Order of the Court dated \_\_\_\_\_, the Court approved the agreement of purchase and sale made as of \_\_\_\_\_ (the "**Sale Agreement**") between AlphaBow Energy Inc. ("**AlphaBow**") and \_\_\_\_\_ (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**

Nil.

## 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 C<sup>1</sup>

### Form of General Conveyance, Assignment and Assumption Agreement

#### GENERAL CONVEYANCE, ASSIGNMENT, AND ASSUMPTION AGREEMENT

THIS General Conveyance, Assignment, and Assumption Agreement (this "**Agreement**") is made as of the [•] day of [•], [•].

**AMONG:**

**ALPHABOW ENERGY LTD.**, a corporation existing under the laws of the Province of Alberta (herein referred to as the "**Vendor**")

- and -

**[BUYER]**, a corporation existing under the laws of **Alberta** (herein referred to as the "**Purchaser**")

**RECITALS:**

- A. In accordance with the terms of that certain Asset Purchase and Sale Agreement dated as of [•], by and between the Vendor and the Purchaser (the "**Purchase Agreement**"), the Vendor has agreed to sell, assign, and transfer the Assets to the Purchaser and the Purchaser has agreed to purchase the Assets from the Vendor;
- B. the Purchaser has agreed to assume the Assumed Liabilities; and
- C. this Agreement is delivered pursuant to the Purchase Agreement.

**NOW THEREFORE**, for good and valuable consideration now paid by the Purchaser to the Vendor pursuant to the Purchase Agreement (the receipt and sufficiency of which is hereby acknowledged by the Vendor) the parties hereto agree as follows:

**1. Definitions**

All capitalized terms used but not otherwise defined in this Agreement shall have the meaning ascribed to such terms in the Purchase Agreement.

**2. Certain Rules of Interpretation**

- (i) In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.

---

<sup>1</sup> Guidance note to Buyer: this Schedule C is a form only; it is required to be delivered at Closing (i.e. does not need to be signed and delivered at time of signing this PSA).

- (ii) The division of this Agreement into Sections and the inclusion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (iii) The terms "hereof," "hereunder," and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement.
- (iv) Unless something in the subject matter or context is inconsistent therewith, references herein to "Sections" are to sections of this Agreement.
- (v) The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

### **3. Conveyance**

The Vendor hereby sells, transfers, assigns, conveys and delivers to the Purchaser, and the Purchaser hereby purchases, accepts and receives from the Vendor, upon the terms and subject to the conditions of the Purchase Agreement, the Vendor's Interest in and to the Assets, free and clear of any and all Claims other than Permitted Encumbrances, as applicable, with effect as of the Closing on the date hereof, to have and to hold the Assets and all such right, title, interest, property, claim, and demand unto and to the use of the Purchaser.

### **4. Assumption of Assumed Liabilities**

Effective as of the Closing on the date hereof, the Purchaser hereby assumes and agrees to pay, perform, and discharge, when due, the Assumed Liabilities.

### **5. Further Assurances**

Each of the Parties hereto from and after the date hereof shall, from time to time, and at the request and expense of the Party requesting the same, do all such further acts and things and execute and deliver such further instruments, documents, matters, papers and assurances as may be reasonably requested to complete the Transaction and for more effectually carrying out the true intent and meaning of this Agreement.

### **6. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, and the federal laws of Canada applicable therein (excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction). The Parties consent to the jurisdiction and venue of the courts of Alberta for the resolution of any such dispute arising under this Agreement.

### **7. Entire Agreement**

This Agreement, the Purchase Agreement, and the documents referred to therein and contemplated thereby constitute the entire agreement between the Parties with respect to the subject matter hereof and cancel and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof. There are no conditions, covenants, agreements, representations, warranties or other provisions, whether oral or written, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof



other than those contained in this Agreement, the Purchase Agreement, the Confidentiality Agreement and the documents referred to therein and contemplated thereby.

**8. Successors and Assigns**

This Agreement shall be binding upon, and enure to the benefit of, the Parties and their respective successors and permitted assigns.

**9. Counterparts**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

**10. Amendments**

This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party. Any amendment effected in accordance with this Section 10 will be binding upon the Parties and their respective successors and permitted assigns.

**11. Paramountcy**

This Agreement is delivered pursuant to, and is subject to, all of the terms and conditions contained in the Purchase Agreement. In the event of any inconsistency between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

**12. Severability**

If any provision of this Agreement or any document delivered in connection with this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction shall not affect such provision validity or enforceability in any other jurisdiction.

**[Signature Page Follows.]**

**IN WITNESS WHEREOF** this Agreement has been properly executed by the Parties as of the date first above written.

**ALPHABOW ENERGY LTD.**

Per: \_\_\_\_\_  
Name: Ben Li  
Title: Chief Executive Officer

**[BUYER]**

Per: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE D**

**FORMS OF CONDITIONS CERTIFICATES**

**VENDOR'S CONDITIONS CERTIFICATE**

**TO: KSV RESTRUCTURING INC. (the "Monitor")**

This Conditions Certificate (this "**Certificate**") is delivered pursuant to Section 11.5 of that certain purchase and sale agreement, dated as of [●], 2024 (the "**Purchase Agreement**") between **ALPHABOW ENERGY LTD.** (the "**Vendor**") and **[BUYER]** (the "**Purchaser**"). All capitalized terms used herein which have not been defined herein shall have the same meaning attributed thereto in the Purchase Agreement unless the context requires otherwise.

The undersigned [**officer/director**] of the Vendor hereby confirms to the Monitor, for and on behalf of the Vendor, but solely in his or her capacity as an [**officer/director**] of the Vendor and not in his or her personal capacity (and without incurring any personal liability), that:

1. the conditions to Closing set out in Sections 11.1 and 11.3 of the Purchase Agreement for the benefit of the Vendor have been fulfilled or performed to the Vendor's satisfaction and/or waived by the Vendor; and
2. the amount of the Transfer Taxes to be paid by the Purchaser on Closing is equal to \$[●].

*[The remainder of this page is left intentionally blank]*

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate as of the [●] day of [●], 2024.

**ALPHABOW ENERGY LTD.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

## PURCHASER'S CONDITIONS CERTIFICATE

**TO: KSV RESTRUCTURING INC. (the "Monitor")**

This Conditions Certificate (this "**Certificate**") is delivered pursuant to Section 11.5 of that certain purchase and sale agreement, dated as of [●], 2024 (the "**Purchase Agreement**") between **ALPHABOW ENERGY LTD.** (the "**Vendor**") and **[BUYER]** (the "**Purchaser**"). All capitalized terms used herein which have not been defined herein shall have the same meaning attributed thereto in the Purchase Agreement unless the context requires otherwise.

The undersigned officer of the Purchaser hereby confirms to the Monitor, for and on behalf of the Purchaser, but solely in his or her capacity as an officer of the Purchaser and not in his or her personal capacity (and without incurring any personal liability), that:

1. the conditions to Closing set out in Sections 11.1 and 11.2 of the Purchase Agreement for the benefit of the Purchaser have been fulfilled or performed to the Purchaser's satisfaction and/or waived by the Purchaser; and
2. the amount of the Transfer Taxes to be paid by the Purchaser on Closing is equal to \$[●] and all such Transfer Taxes **[have been paid by the Purchaser directly to each relevant Governmental Authority][have been paid by the Purchaser to the Monitor prior to the Closing][will be paid by the Purchaser to the Monitor at Closing][will be paid by the Purchaser pursuant to an agreement with the relevant Governmental Authority].**

*[The remainder of this page is left intentionally blank]*

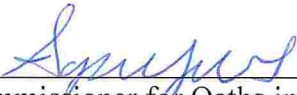
**IN WITNESS WHEREOF**, the undersigned has executed this Certificate as of the [●] day of [●], 2024.

**[BUYER]**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

This is **Exhibit "E"** referred to in the Affidavit of Ben Li sworn before me this 12<sup>th</sup> day of November, 2024



---

A Commissioner for Oaths in and for Alberta

**Sophie Fiddes**  
**Barrister & Solicitor**

**ALPHABOW ENERGY LTD.**

**- and -**

**NORTH 40 RESOURCES LTD.**

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**ASSET PURCHASE AND SALE AGREEMENT**

**NOVEMBER \_\_, 2024**

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## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is dated as of November \_\_, 2024.

### BETWEEN:

**ALPHABOW ENERGY LTD.**, a corporation existing under the laws of the Province of Alberta (herein referred to as the "**Vendor**")

- and -

**NORTH 40 RESOURCES LTD.**, a corporation existing under the laws of the Province of Alberta (herein referred to as the "**Purchaser**")

### WHEREAS:

- A. on April 26, 2024, the Vendor was granted creditor protection pursuant to an initial order granted by the Court of King's Bench (the "**Initial Order**") under the Companies' Creditors Arrangement Act, RSC 1985, c. C-36 (the "**CCAA**");
- B. pursuant to the Initial Order, among other things, KSV Restructuring Inc. ("**KSV**") was appointed as monitor of the Vendor;
- C. on April 26, 2024, the Court granted an amended and restated order (the "**ARIO**");
- D. all licensed assets and properties of the Vendor are currently subject to a suspension order and have been under the care and maintenance of the Orphan Well Association since September 6, 2023; and
- E. subject to receipt of Court Approval, the Purchaser has agreed to purchase and acquire and the Vendor has agreed to sell, transfer and assign to the Purchaser, all of the Vendor's Interest in and to the Assets, on the terms and conditions set forth herein.

**NOW THEREFORE**, this Agreement witnesses that in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged by each Party to the other, the Parties covenant and agree as follows:

## ARTICLE 1 INTERPRETATION

### 1.1 Definitions

In this Agreement:

- (a) "**Abandonment and Reclamation Obligations**" means all past, present and future obligations to:
  - (i) abandon, shut-down, close, decommission, dismantle or remove any and all Wells and Tangibles, including all structures, foundations, buildings, pipelines, equipment and other facilities forming part of the Wells and Tangibles or otherwise located on the Lands or used or previously used in respect of Petroleum Substances produced or previously produced from the Lands; and

- (ii) restore, remediate and reclaim the surface and subsurface locations of the Wells and the Tangibles and any lands used to gain access thereto, including such obligations relating to wells, pipelines and facilities which were abandoned or decommissioned prior to the Closing Date that were located on the Lands or that were located on other lands and used in respect of Petroleum Substances produced or previously produced from the Lands, and including the remediation, restoration and reclamation of any other surface and sub-surface lands affected by any environmental damage, contamination or other environmental issues emanating from or relating to the sites for the Wells or the Tangibles;

all in accordance with generally accepted oil and gas industry practices and in compliance with all Applicable Laws;

- (b) "**AER**" means the Alberta Energy Regulator, or any successor thereto having jurisdiction over the Assets or certain of them or the operation thereof;
- (c) "**Affiliate**" means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with that specified Person. For the purposes of this definition, "control" (including with correlative meanings, controlling, controlled by and under common control with) means the power to direct or cause the direction of the management and policies of that Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise and, it being understood and agreed that with respect to a corporation or partnership, control shall mean direct or indirect ownership of more than 50% of the voting shares in any such corporation or of the general partnership interest or voting interest in any such partnership;
- (d) "**Agreement**" means this agreement of purchase and sale and any schedules attached hereto which are referred to in this agreement, together with any amendment or supplement thereto;
- (e) "**Applicable Law**" means, in respect of any Person, asset, transaction, event or circumstance: (i) statutes (including regulations enacted thereunder); (ii) judgments, decrees and orders of courts of competent jurisdiction (including the common law); (iii) regulations, orders, ordinances and directives issued by Governmental Authorities; and (iv) the terms and conditions of all permits, licenses, approvals and authorizations, in each case which are applicable to such Person, asset, transaction, event or circumstance;
- (f) "**Approval and Vesting Order**" means an order of the Court approving the Transaction in accordance with the provisions of this Agreement, and, subject to Closing, vesting all of the Vendor's Interest in and to the Assets in the Purchaser free and clear of all Claims (other than Permitted Encumbrances) and interests, such order to be substantially in the form attached hereto as Schedule B together with such modifications and amendments to such form as may be approved by both the Vendor and the Purchaser, acting reasonably;
- (g) "**Assets**" means the Petroleum and Natural Gas Rights, the Tangibles, and the Miscellaneous Interests;
- (h) "**Assumed Contracts**" means the contracts referenced in subsection (i) of the definition of Miscellaneous Interests, which contracts shall be assigned by the Vendor and assumed by the Purchaser in accordance with the terms of this Agreement, the relevant contracts and/or

the Approval and Vesting Order, and/or other order of the Court in form and substance satisfactory to the Parties;

- (i) "**Assumed Liabilities**" means, collectively, all liabilities and obligations arising from the possession, ownership and/or use of the Assets to the extent accruing, occurring or arising following Closing (including for greater certainty any municipal or property taxes that accrue commencing on the Closing Date), along with Environmental Liabilities, Abandonment and Reclamation Obligations and Cure Costs;
- (j) "**Business Day**" means any day other than a Saturday, Sunday or a statutory holiday in the City of Calgary in the Province of Alberta;
- (k) "**CCAA**" has the meaning ascribed to that term in the recitals hereto;
- (l) "**CCAA Proceedings**" means the proceedings commenced under the CCAA by the Vendor (and others) pursuant to the Initial Order;
- (m) "**Claim**" means any caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgments, 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, including, without limiting the generality of the foregoing:
  - (i) any encumbrances or charges created by the Initial Order and/or the ARIQ;
  - (ii) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system, the *Mines and Minerals Act*, the *Land Titles Act* or any other personal, mineral or real property registry system;
  - (iii) any liens or claims of lien under the *Builders' Lien Act* (Alberta) or the *Prompt Payment and Construction Liens Act*;
  - (iv) any linear or non-linear municipal property tax claims under the *Municipal Government Act* (Alberta), or otherwise;
  - (v) any outstanding amounts owing in respect of the AER Orphan Fund Levy and Administration Fees; and
  - (vi) those claims which may be specifically identified in Schedule "C" to the Approval and Vesting Order, as applicable;
- (n) "**Closing**" means the completion of the purchase by the Purchaser, and sale by the Vendor, of the Vendor's Interest in and to the Assets and the completion of all other transactions contemplated by this Agreement that are to occur contemporaneously with such purchase and sale, all subject to and in accordance with the terms and conditions of this Agreement;
- (o) "**Closing Date**" means the date on which Closing occurs, being the date which is five Business Days following the date upon which all conditions in Sections 11.1, 11.2 and 11.3

have been satisfied or waived (other than such conditions which are to be satisfied on the Closing Date), or such other date as the Parties may agree in writing; provided, however, that the Closing Date shall not be later than the Outside Date;

- (p) "**Conditions Certificates**" has the meaning ascribed to that term in Section 11.5;
- (q) "**Confidentiality Agreement**" means the confidentiality agreement between the Vendor, the Purchaser and the Monitor and executed prior to the date hereof in respect of the evaluation by the Purchaser of potential transactions involving the assets of the Vendor;
- (r) "**Consequential Damages**" has the meaning ascribed to that term in Section 14.5;
- (s) "**Court**" means the Court of King's Bench of Alberta, Judicial Centre of Calgary;
- (t) "**Court Approval**" means both the issuance of the Approval and Vesting Order by the Court approving the sale of the Assets, and such Approval and Vesting Order having become a Final Order;
- (u) "**Cure Costs**" means, in respect of any Assumed Contract, all amounts agreed by the Parties and set out and described in Schedule F, which amounts are required to be paid to remedy all of the Vendor's monetary defaults under such Assumed Contract in order to secure a counterparty's or any other necessary Person's consent to the assignment of such Assumed Contract pursuant to its terms (including any deposits or other forms of security required to be paid by Purchaser by any Governmental Authority) or as may be required pursuant to the Approval and Vesting Order, and includes the fees and expenses required to be paid to a counterparty or any other Person in connection with the assignment of an Assumed Contract pursuant to its terms or Applicable Laws, all as determined in accordance with the claims process established by an Order of the Court dated September 20, 2024, provided for certainty Cure Costs shall not include: (i) any linear or non-linear municipal or property tax claims under the *Municipal Government Act* (Alberta), or otherwise; or (ii) any claims, other fees and expenses required to be paid to a counterparty or any other Person in connection with the assignment of an Assumed Contract pursuant to its terms or Applicable Laws unless such amount is set out and described in Schedule F at Closing;
- (v) "**Deposit**" has the meaning ascribed to that term in Section 3.3(a)(i);
- (w) "**Due Diligence Information**" means all information made available (by the Vendor, the Monitor or otherwise) for the Purchaser's review in paper or electronic form in relation to the Vendor, its Affiliates and/or the Assets;
- (x) "**Environment**" means the components of the earth and includes the air, the surface and subsurface of the earth, bodies of water (including rivers, streams, lakes and aquifers) and plant and animal life (including humans);
- (y) "**Environmental Laws**" means all Applicable Laws relating to pollution or protection of human health or the Environment (including ambient air, water, surface water, groundwater, land surface, soil, or subsurface) or natural resources, including Applicable Laws relating to the storage, transfer, transportation, investigation, cleanup, treatment, or use of, or release or threatened release into the Environment of, any Hazardous Substances;

- (z) **"Environmental Liabilities"** means all past, present and future Losses and Liabilities, Claims and other duties and obligations, whether arising under contract, Applicable Laws or otherwise, arising from, relating to or associated with:
- (i) any damage, pollution, contamination or other adverse situations pertaining to the Environment howsoever and by whomsoever caused and regardless of whether such damage, pollution, contamination or other adverse situations occur or arise in whole or in part prior to, at or subsequent to the date of this Agreement;
  - (ii) the presence, storage, use, holding, collection, accumulation, assessment, generation, manufacture, processing, treatment, stabilization, disposition, handling, transportation, release, emission or discharge of Petroleum Substances, oilfield wastes, water, Hazardous Substances, environmental contaminants and all other substances and materials regulated under any Applicable Law, including any forms of energy, or any corrosion to or deterioration of any structures or other property;
  - (iii) compliance with or the consequences of any non-compliance with, or violation or breach of, any Environmental Law;
  - (iv) sampling, monitoring or assessing the Environment or any potential impacts thereon from any past, present or future activities or operations; or
  - (v) the protection, reclamation, remediation or restoration of the Environment;

that relate to or arise by virtue of the Assets or the ownership thereof or any past, present or future operations and activities conducted in connection with the Assets or on or in respect of the Lands or any lands pooled or unitized therewith;

- (aa) **"Facilities"** means the Vendor's Interest in and to all field facilities whether or not solely located on or under the surface of the Lands (or lands with which the Lands are pooled) and that are, or have been, used for production, gathering, treatment, compression, transportation, injection, water disposal, measurement, processing, storage or other operations respecting the Leased Substances, including any applicable battery, separator, compressor station, gathering system, pipeline, production storage facility or warehouse, including those facilities and pipelines identified in Schedule A under the headings entitled "Facilities" and "Pipelines", respectively, and as applicable;
- (bb) **"Final Order"** means an order of the Court that has not been vacated, stayed, set aside, amended, reversed, annulled or modified, as to which no appeal or application for leave to appeal therefrom has been filed and the applicable appeal period with respect thereto shall have expired without the filing of any appeal or application for leave to appeal, or if any appeal(s) or application(s) for leave to appeal therefrom have been filed, any (and all) such appeal(s) or application(s) have been dismissed, quashed, determined, withdrawn or disposed of with no further right of appeal and all opportunities for rehearing, reargument, petition for certiorari and appeal being exhausted or having expired without any appeal, motion or petition having been filed and remaining pending, any requests for rehearing have been denied, and no order having been entered and remaining pending staying, enjoining, setting aside, annulling, reversing, remanding, or superseding the same, and all conditions to effectiveness prescribed therein or otherwise by Applicable Law or order having been satisfied;

- (cc) **"General Conveyance, Assignment and Assumption Agreement"** means an agreement providing for the assignment by the Vendor of the Vendor's Interest in and to the Assets, free and clear of all Claims (other than Permitted Encumbrances), substantially in the form attached hereto as Schedule C, and the assumption by the Purchaser of the Assumed Liabilities, substantially in the form attached hereto as Schedule C;
- (dd) **"Governmental Authority"** means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, tribunal, commission, bureau, board, court (including the Court) or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government, having jurisdiction over a Party, the Assets or this Transaction, including for greater certainty the AER;
- (ee) **"GST"** means taxes, interest, penalties and other additions thereto imposed under Part IX of the *Excise Tax Act* (Canada) and the regulations made thereunder; and **"GST Legislation"** means such act and regulations collectively;
- (ff) **"Hazardous Substances"** means any substance, material or waste defined, regulated, listed or prohibited by Environmental Laws, including pollutants, contaminants, chemicals, deleterious substances, dangerous goods, hazardous or industrial toxic wastes or substances, radioactive materials, flammable substances, explosives, Petroleum Substances and products of Petroleum Substances, polychlorinated biphenyls, chlorinated solvents and asbestos;
- (gg) **"Identified ROFRs"** means the ROFRs set out in Exhibit E;
- (hh) **"Initial Order"** has the meaning ascribed to that term in the recitals hereto;
- (ii) **"KSV"** has the meaning ascribed to that term in the recitals hereto;
- (jj) **"Lands"** means the lands set out and described in Schedule A under the heading entitled "Lands Schedule/Mineral Property Report", and the Petroleum Substances within, upon or under such lands, subject to any limitations identified or set forth in Schedule A;
- (kk) **"Leased Substances"** means all Petroleum Substances, rights to or in respect of which are granted, reserved or otherwise conferred by or under the Title Documents (but only to the extent that the Title Documents pertain to the Lands);
- (ll) **"Legal Proceeding"** means any litigation, action, suit, investigation, hearing, claim, complaint, grievance, arbitration proceeding or other proceeding and includes any appeal or review or retrial of any of the foregoing and any application for same;
- (mm) **"Licence Transfers"** means the transfer from the Vendor to the Purchaser of any permits, approvals, licences and authorizations granted by the AER or any other Governmental Authority in relation to the construction, installation, ownership, use or operation of the Wells or the Facilities, as applicable
- (nn) **"Losses and Liabilities"** means any and all assessments, charges, costs, damages, debts, expenses, fines, liabilities, losses, obligations and penalties, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or determinable, including those arising under any Applicable Law, Claim by any Governmental Authority or any



order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority, and those arising under any contract, agreement, arrangement, commitment or undertaking and costs and expenses of any Legal Proceeding, assessment, judgment, settlement or compromise relating thereto, and all interest, fines and penalties and reasonable legal fees and expenses incurred in connection therewith (on a full indemnity basis);

- (oo) "**LTAs**" has the meaning set forth in Section 2.3(a);
- (pp) "**Miscellaneous Interests**" means, subject to any and all limitations and exclusions provided for in this definition, the Vendor's Interest in and to all property, assets, interests and rights pertaining to the Petroleum and Natural Gas Rights and the Tangibles (other than the Petroleum and Natural Gas Rights and the Tangibles), or either of them, but only to the extent that such property, assets, interests and rights pertain to the Petroleum and Natural Gas Rights and the Tangibles, or either of them, including any and all of the following:
  - (i) all contracts specifically relating to the Petroleum and Natural Gas Rights and the Tangibles, or either of them (including the Title Documents), provided all contracts that are material to the ownership or operation of the Assets are set out and described in Schedule A under the heading "Material Contracts";
  - (ii) the Title Documents;
  - (iii) all warranties, guarantees and similar rights relating to the Petroleum and Natural Gas Rights and the Tangibles, or either of them, including warranties and guarantees made by suppliers, manufacturers and contractors under the Assets, and claims against other Third Parties in connection with the contracts relating to the Petroleum and Natural Gas Rights and the Tangibles;
  - (iv) all subsisting rights to carry out operations relating to the Lands, the Tangibles or the Wells, and without limitation, all easements and other permits, licenses and authorizations pertaining to the Tangibles or the Wells;
  - (v) all proprietary seismic data wholly-owned by Vendor, to the extent that such seismic data pertains, in whole or in part, to the Lands;
  - (vi) rights to enter upon, use, occupy and enjoy the surface of any lands which are used or may be used to gain access to or otherwise use the Petroleum and Natural Gas Rights and the Tangibles, or either of them;
  - (vii) all records, books, documents, licences, reports and data which relate to the Petroleum and Natural Gas Rights and the Tangibles, or either of them including any of the foregoing that pertain to geological or geophysical matters and, including plats, surveys, maps, cross-sections, production records, electric logs, cuttings, cores, core data, pressure data, decline and production curves, well files, and related matters, division of interest records, lease files, title opinions, abstracts of title, title curative documents, lease operating statements and all other accounting information, marketing reports, statements, gas balancing information, and all other documents relating to customers, sales information, supplier lists,

records, literature and correspondence, physical maps, geologic or geophysical interpretation, electronic and physical project files; and

- (viii) the Wells, including the wellbores and any and all casing and down-hole monitoring and pumping equipment;

provided that unless otherwise agreed in writing by the Parties, the Miscellaneous Interests shall not include any documents or data to the extent that they are owned or licensed by Third Parties with restrictions on their deliverability or disclosure by the Vendor to an assignee;

- (qq) "**Monitor**" means KSV, in its capacity as the Court-appointed monitor of the Vendor in the CCAA Proceedings and not in its personal or corporate capacity;
- (rr) "**Monitor's Certificate**" means the certificate, substantially in the form attached as Schedule "A" to the Approval and Vesting Order, to be delivered by the Monitor to the Vendor and the Purchaser on Closing and thereafter filed by the Monitor with the Court certifying that it has received the Conditions Certificates;
- (ss) "**Monitor's Solicitors**" means Cassels Brock & Blackwell LLP, or such other firm or firms of solicitors as are retained or engaged by the Monitor from time to time and notice of which is provided to the Purchaser;
- (tt) "**Notice Period**" has the meaning ascribed to that term in Section 8.2(b);
- (uu) "**Order**" means any order, writ, judgment, injunction, decree, stipulation, determination, decision, verdict, ruling, subpoena, or award entered by or with any Governmental Authority (whether temporary, preliminary, or permanent);
- (vv) "**Outside Date**" means the date which occurs 90 days following the date of execution of this Agreement, or such other date as the Parties may agree;
- (ww) "**Outstanding ROFR Assets**" has the meaning set forth in Section 10.2(d)(ii);
- (xx) "**Outstanding ROFRs**" has the meaning set forth in Section 10.2(d);
- (yy) "**Parties**" means, collectively, the Purchaser and the Vendor, and "**Party**" means any one of them;
- (zz) "**Permitted Encumbrances**" means:
- (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;
- (aaa) "**Person**" means any individual, corporation, limited or unlimited liability company, joint venture, partnership (limited or general), trust, trustee, executory, Governmental Authority, or other entity however designated or instituted;

- (bbb) "**Petroleum and Natural Gas Rights**" means the Vendor's Interest in and to all rights to and in respect of the Leased Substances and the Title Documents (but only to the extent that the Title Documents pertain to the Lands), including royalty interests, net profit interests and similar interests in Petroleum Substances or the proceeds of the sale of Petroleum Substances or to payments calculated by reference thereto;
- (ccc) "**Petroleum Substances**" means any of crude oil, petroleum, natural gas, natural gas liquids, coal bed methane and any and all other substances related to any of the foregoing, whether liquid, solid or gaseous, and whether hydrocarbons or not, including sulphur;
- (ddd) "**Purchase Price**" has the meaning ascribed to that term in Section 3.1;
- (eee) "**Purchaser**" has the meaning ascribed to that term in the preamble hereto;
- (fff) "**Purchaser's Solicitors**" means Burnet, Duckworth and Palmer LLP;
- (ggg) "**Representative**" means, in respect of a Person, each director, officer, employee, agent, legal counsel, accountant, consultant, contractor, professional advisor and other representative of such Person and its Affiliates and, with respect to the Vendor, includes the Monitor;
- (hhh) "**ROFR**" means a right of first refusal, right of first offer or other pre-emptive or preferential right of purchase or similar right to acquire the Assets or certain of them that may become operative by virtue of this Agreement or the completion of the Transaction;
- (iii) "**Specific Conveyances**" means all conveyances, assignments, transfers, novations and other documents or instruments that are reasonably required or desirable to convey, assign and transfer the Vendor's Interest in and to the Assets to the Purchaser and to novate the Purchaser in the place and stead of the Vendor, as applicable, with respect to the Assets (excluding the Licence Transfers);
- (jjj) "**Tangibles**" means the Vendor's Interest in and to the Facilities and any and all other tangible depreciable property and assets, if any, which are located within, upon or in the vicinity of the Lands and which are used or are intended to be used to produce, process, gather, treat, measure, store, transport, make marketable or inject the Leased Substances or any of them;
- (kkk) "**Third Party**" means any Person who is not a Party or an Affiliate of a Party;
- (lll) "**Third Party Claim**" means any Claim by a Third Party asserted against the Vendor for which the Purchaser has indemnified the Vendor or is otherwise responsible pursuant to this Agreement;
- (mmm) "**Title Documents**" means, collectively, any and all certificates of title, leases, reservations, permits, licences, assignments, trust declarations, operating agreements, royalty agreements, gross overriding royalty agreements, participation agreements, farm- in agreements, sale and purchase agreements, pooling agreements, acreage contribution agreements, joint venture agreements and any other documents and agreements granting, reserving or otherwise conferring rights to (i) explore for, drill for, produce, take, use or market Petroleum Substances, (ii) share in the production of Petroleum Substances, (iii) share in the proceeds from, or measured or calculated by reference to the value or quantity

of, Petroleum Substances which are produced, and (iv) rights to acquire any of the rights described in items (i) to (iii) of this definition; but only if the foregoing pertain in whole or in part to Petroleum Substances within, upon or under the Lands;

- (nnn) "**Transaction**" means the transaction for the purchase and sale of the Vendor's Interest in and to the Assets, together with all other transactions contemplated in this Agreement, all as contemplated in this Agreement;
- (ooo) "**Transfer Taxes**" means all transfer taxes, sales taxes, use taxes, production taxes, value-added taxes, goods and services taxes, land transfer taxes, registration and recording fees, and any other similar or like taxes and charges imposed by a Governmental Authority in connection with the sale, transfer or registration of the transfer of the Assets, including GST; and which, for certainty, shall not include freehold mineral taxes;
- (ppp) "**Vendor**" has the meaning ascribed to that term in the preamble hereto;
- (qqq) "**Vendor's Interest**" means, when used in relation to any asset, undertaking or property, the entire right, title and interest, if any, of the Vendor, as applicable, in, to and/or under such asset, undertaking or property;
- (rrr) "**Vendor's Solicitors**" means the law firm of Bennett Jones LLP, or such other firm or firms of solicitors as are retained or engaged by the Vendor from time to time and notice of which is provided to the Purchaser; and
- (sss) "**Wells**" means the Vendor's Interest in and to the wells listed in Schedule A under the heading entitled "Wells", as applicable.

## 1.2 Interpretation

The following rules of construction shall apply to this Agreement unless the context otherwise requires:

- (a) All references to monetary amounts are to the lawful currency of Canada.
- (b) Words importing the singular include the plural and vice versa, and words importing gender include the masculine, feminine and neuter genders.
- (c) The word "include" and "including" and derivatives thereof shall be read as if followed by the phrase "without limitation".
- (d) The words "hereto", "herein", "hereof", "hereby", "hereunder" and similar expressions refer to this Agreement and not to any particular provision of this Agreement.
- (e) The headings contained in this Agreement are for convenience of reference only, and shall not affect the meaning or interpretation hereof.
- (f) Reference to any Article, Section or Schedule means an Article, Section or Schedule of this Agreement unless otherwise specified.
- (g) If any provision of a Schedule hereto conflicts with or is at variance with any provision in the body of this Agreement, the provisions in the body of this Agreement shall prevail to the extent of the conflict.

- (h) All documents executed and delivered pursuant to the provisions of this Agreement are subordinate to the provisions hereof and the provisions hereof shall govern and prevail in the event of a conflict.
- (i) This Agreement has been negotiated by each Party with the benefit of legal representation, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party does not apply to the construction or interpretation of this Agreement.
- (j) Reference to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof.
- (k) References to an Applicable Law means such Applicable Law as amended from time to time and includes any successor Applicable Law thereto any regulations promulgated thereunder.

### **1.3 Schedules**

The following are the Schedules attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

Schedule A	Assets Listing
Schedule B	Form of Approval and Vesting Order
Schedule C	Form of General Conveyance, Assignment and Assumption Agreement
Schedule D	Forms of Conditions Certificates
Schedule E	Identified ROFRs
Schedule F	Cure Costs

### **1.4 Interpretation if Closing Does Not Occur**

If Closing does not occur, each provision of this Agreement which presumes that the Purchaser has acquired the Assets shall be construed as having been contingent upon Closing having occurred.

## **ARTICLE 2 PURCHASE AND SALE**

### **2.1 Agreement of Purchase and Sale**

Subject to the terms and conditions of this Agreement, and in consideration of the Purchase Price, the Vendor hereby agrees to sell, assign and transfer to the Purchaser, and the Purchaser agrees to purchase, accept and receive from the Vendor, the Vendor's Interest in and to the Assets.

### **2.2 Transfer of Property and Assumption of Liabilities**

Provided that Closing occurs and subject to the terms and conditions of this Agreement, possession, risk, and legal and beneficial ownership of the Assets shall transfer from the Vendor to the Purchaser on the Closing Date, and the Purchaser agrees to assume, discharge, perform and fulfil all Assumed Liabilities. Without limiting the provisions of this Agreement relating to the General Conveyance, Assignment and Assumption Agreement (and such agreement itself), or any other provisions of this Agreement relating to sale, transfer, assignment, conveyance or delivery, the Assets shall be sold, assigned, transferred, conveyed, and delivered by the Vendor to the Purchaser by way of the Licence Transfers, the Specific Conveyances

and other appropriate instruments of transfer, bills of sale, endorsements, assignments, and deeds, in recordable form, or by way of an Order of the Court, as appropriate, and free and clear of any and all Claims other than Permitted Encumbrances, as applicable.

### **2.3 Licence Transfers**

- (a) Promptly following the Closing Date, the Vendor shall electronically submit applications to the AER for the Licence Transfers ("LTAs"), and confirm that such submission has been made to the Purchaser, and in addition the Vendor shall cause to be provided any information and documentation along with such LTAs to the AER which are required to be provided by the transferor in connection with the foregoing. The Purchaser shall accept or ratify such LTAs without delay, provided that, if the Purchaser in good faith determines or believes that any of the LTAs are not complete and accurate, or the AER refuses to process any such LTAs because of some defect therein, the Parties shall cooperate to duly complete or to correct such incomplete or inaccurate LTAs as soon as practicable and, thereafter, the Vendor shall promptly re-submit such LTAs and the Purchaser shall accept or ratify such re-submitted LTAs without delay. Each Party shall be responsible for its own costs relating to LTAs hereunder, including, in the case of Purchaser, any deposits or financial assurance requirements of the AER relating to the approval of the LTAs. The Purchaser shall provide any information and documentation in respect of such LTAs to the AER which are required to be provided by the transferee in connection with the foregoing. Following submission of the LTAs, the Parties shall use reasonable commercial efforts to obtain the approval from the AER of the LTAs and registration of the Licence Transfers, subject to the specific requirements of this Section 2.3.
- (b) If the AER denies any of the LTAs because of misdescription or other minor deficiencies contained therein, the Vendor shall, within two Business Days of such denial, correct the LTA(s) and amend and re-submit the LTA(s), and the Purchaser shall accept or ratify such re-submitted LTAs without delay.
- (c) Each Party shall on a timely and continuing basis keep the other Party fully apprised and informed regarding all substantive communications such Party may have with the AER in connection with the Transaction, including all communications respecting LTAs, and without limiting the generality of the foregoing, each Party shall provide copies to the other Party of all substantive correspondence between such Party and the AER (with any commercially sensitive information redacted and unredacted copies provided on an external counsel only basis).

### **2.4 Specific Conveyances**

- (a) Within a reasonable time following its receipt of the Title Documents from the Vendor, the Purchaser shall prepare and provide for the Vendor's review all Specific Conveyances. The Vendor shall provide the Purchaser with reasonable assistance in its preparation of the Specific Conveyances. None of the Specific Conveyances shall confer or impose upon either Party any greater right or obligation than as contemplated in this Agreement. Promptly after Closing, the Purchaser shall register and/or distribute (as applicable), all such Specific Conveyances and shall bear all costs incurred therewith and in preparing and registering any further assurances required to convey the Assets to the Purchaser.
- (b) As soon as practicable following Closing, the Vendor shall deliver or cause to be delivered to the Purchaser such original copies of the Title Documents and any other agreements and

documents to which the Assets are subject and such original copies of contracts, agreements, records, books, documents, licenses, reports and data comprising Miscellaneous Interests which are now in the possession or control of the Vendor or of which the Vendor gains possession or control prior to Closing.

- (c) Notwithstanding Sections 2.4(a) and 2.4(b), requests for the transfers from the Vendor to the Purchaser of registered Crown leases or licences, related surface rights and any other Title Documents which are administered by a Governmental Authority shall be submitted by the Vendor and accepted by the Purchaser as soon as is practicable after Closing.

## 2.5 Post-Closing Maintenance of Assets

- (a) Following Closing, if and to the extent that the Purchaser must be novated into, recognized as a party to, or otherwise accepted as assignee or transferee of the Vendor's interest in the Assets or certain of them, including any Title Documents and Assumed Contracts, the following provisions shall apply with respect to the applicable Assets until such novation, recognition or acceptance has occurred:
  - (i) the Vendor shall hold the rights, entitlements, benefits, remedies, duties and obligations in respect of the applicable Assets in trust for the exclusive benefit of the Purchaser as bare trustee and agent;
  - (ii) the Vendor shall promptly provide to the Purchaser all authorities for expenditure, cash calls, operations notices, amounts budgeted pursuant to joint operating agreements, unit agreements, mail ballots and similar notices and calls for funds ("AFEs"), notices and other information, documents and correspondence relating to the applicable Assets that it receives and shall respond promptly to such AFEs, notices and other information and documents pursuant to the written instructions of the Purchaser, but only if such instructions are received on a timely basis, provided that, the Vendor may, but shall not be obliged to, refuse to follow any such instructions that it reasonably believes to be contrary to Applicable Law or in conflict with any applicable Title Document or other agreement;
  - (iii) the Vendor shall, no later than 30 days after receipt of funds, pay over to the Purchaser all such monies collected by the Vendor in respect of the Assets following the Closing Date, net of any unpaid related costs or expenses (including any taxes that are payable in respect of the receipt of such amounts);
  - (iv) the Parties shall use reasonable commercial efforts to obtain, as may be required by the terms of any Assumed Contracts, consents or approvals to the assignment of such Assumed Contracts; provided that to the extent that any Cure Costs are payable with respect to any Assumed Contract, the Purchaser shall be responsible for and shall pay all such Cure Costs, which shall be paid directly to the counterparty as and when required in conjunction with the assignment of the Assumed Contracts;
  - (v) the Parties shall continue to use reasonable commercial efforts to obtain the AER's approval of the LTAs and registration of the Licence Transfers;
  - (vi) to the extent permitted by any applicable Assumed Contract:



- (A) the Purchaser will pay, perform and discharge the duties and obligations accruing after Closing under such Assumed Contract, on behalf of the Vendor, until such time as the effective transfer or assignment of the relevant Assumed Contract to the Purchaser; and
  - (B) the Vendor shall use reasonable commercial efforts to exercise the rights, entitlements, benefits and remedies under such Assumed Contract, on behalf of the Purchaser until such time as the effective transfer or assignment of the relevant Assumed Contract to the Purchaser, or such Assumed Contract expires or otherwise terminates;
- (vii) the Vendor shall not have any liability as a consequence of the Vendor taking any action or causing anything to be done under this Section 2.5(a), and the Purchaser shall be responsible and liable for, and, as a separate covenant, shall hereby indemnify and save harmless the Vendor and its Representatives against, all costs and expenses reasonably incurred by the Vendor, its Affiliates or their respective Representatives as a consequence of or in connection with this Section 2.5(a), except in the case of fraud, gross negligence and wilful misconduct by or of the Vendor or its Representatives;
- (viii) nothing in this Agreement shall constitute an agreement to assign, and shall not be construed as an assignment of, or an attempt to assign to the Purchaser, any Assumed Contract until such time as the necessary consents or approvals with respect to the assignment are obtained.
- (b) Both before and after Closing, the Parties shall use all commercially reasonable efforts to obtain any and all approvals required under Applicable Law and any and all material consents of Third Parties required to permit this Transaction to be completed. The Parties acknowledge that the acquisition of such consents shall not be a condition precedent to Closing. It shall be the sole obligation of the Purchaser, at the Purchaser's sole cost and expense, to provide any and all financial assurances, deposits or security that may be required by Governmental Authorities or any Third Parties under the Assumed Contracts or Applicable Laws to permit the transfer of the Assets (excluding the LTA which is dealt with under Section 2.3), including the Assumed Contracts, to the Purchaser.

## **2.6 Assumed Liabilities**

Following Closing, the Purchaser shall assume, perform, discharge and pay when due all of the Assumed Liabilities. For greater certainty, the Purchaser acknowledges and agrees that the Environmental Liabilities and Abandonment and Reclamation Obligations in respect of the Assets are future costs and obligations associated with the ownership of the Assets that are tied and connected to the ownership of the Assets such that they are inextricably linked and embedded with the Assets. For further certainty, the Purchaser shall not assume any liabilities or obligations that arise from the possession, ownership and/or use of the Assets relating to any linear or non-linear municipal property taxes that accrue prior to the Closing Date.

### ARTICLE 3 PURCHASE PRICE

#### 3.1 Purchase Price

The consideration payable by the Purchaser for the Assets shall be the sum of [REDACTED] (the "**Purchase Price**"). The Purchase Price shall be satisfied in accordance with Section 3.3(b) and shall not be subject to any adjustment (and for greater certainty, Cure Costs shall be satisfied in accordance with Section 2.5(a). The Purchaser and the Vendor acknowledge and agree that the Purchase Price reflects the fair market value of the Assets as of the Closing Date, having due regard to the Environmental Liabilities connected to and embedded in the Assets that depress the value of the Assets.

#### 3.2 Allocation of Purchase Price

The Purchase Price shall be allocated among the Assets as follows:

- (a) to the Petroleum and Natural Gas Rights, 80%;
- (b) to the Tangibles, 20% less \$10.00; and
- (c) to the Miscellaneous Interests, \$10.00.

#### 3.3 Deposit and Satisfaction of Purchase Price

- (a) The Parties acknowledge that:
  - (i) as of the date hereof, the Purchaser has paid the amount equal to ten percent (10%) of the Purchase Price (the "**Deposit**") to the Monitor;
  - (ii) the Deposit has been delivered to and shall be held in trust by the Monitor; and
  - (iii) the Deposit shall be held and administered by the Monitor in accordance with the terms and conditions of this Agreement (including this Section 3.3).
- (b) At Closing, the Purchase Price shall be paid and satisfied as follows:
  - (i) as to the amount of the Deposit, upon receipt of a written joint direction delivered to the Monitor by the Purchaser and the Vendor, the Monitor shall deliver the amount of the Deposit to the Vendor by electronic wire transfer and such amount shall be applied against the amount of the Purchase Price for the account of the Purchaser; and
  - (ii) as to the balance of the Purchase Price, along with any additional amounts owing in respect of applicable GST, less any adjustments in accordance with Section 10.2, the Purchaser shall pay to the Vendor such amount by electronic wire transfer.
- (c) If this Agreement is terminated:
  - (i) (A) pursuant to Section 13.1(a) by mutual agreement of the Parties; (B) pursuant to Sections 13.1(b) or 13.1(c) by the Purchaser; (C) pursuant to Section 13.1(e) by the Vendor; or (D) for any other reason other than as contemplated under Section 3.3(c)(ii); then the Deposit shall be returned to the Purchaser; or

- (ii) pursuant to Section 13.1(d) by the Vendor, the full amount of the Deposit shall be forfeited to the Vendor,

and, subject to Section 13.2, each Party shall be released from all obligations and liabilities under or in connection with this Agreement. In the event of termination of this Agreement under Section 3.3(c)(ii) pursuant to which the Vendor shall be entitled to retain the Deposit, the Parties agree that the amount of the Deposit, constitutes a genuine pre-estimate of liquidated damages representing the Vendor's Losses and Liabilities as a result of Closing not occurring and agree that the Vendor shall not be entitled to recover from the Purchaser any amounts that are in excess of the Deposit as a result of Closing not occurring. The Purchaser hereby waives any claim or defence that the amount of the Deposit is a penalty or is otherwise not a genuine pre-estimate of the Vendor's damages.

#### **ARTICLE 4 TRANSFER TAXES**

##### **4.1 Transfer Taxes**

The Parties agree that:

- (a) the Purchase Price does not include Transfer Taxes and the Purchaser shall be liable for and shall pay, and be solely responsible for, any and all Transfer Taxes pertaining to the Purchaser's acquisition of the Assets; and
- (b) the Purchaser shall indemnify the Vendor and its Affiliates for, from and against any Transfer Taxes (including any interest or penalties imposed by a Governmental Authority) that any of them are required to pay or for which any of them may become liable as a result of any failure by the Purchaser to self-assess, pay or remit such Transfer Taxes, other than as a result of a failure by the Vendor or its Affiliates to timely remit any amounts on account of Transfer Taxes paid by the Purchaser hereunder.

#### **ARTICLE 5 REPRESENTATIONS AND WARRANTIES**

##### **5.1 Vendor's Representations**

The Vendor hereby represents and warrants to the Purchaser that:

- (a) it is a corporation duly formed and validly subsisting under the laws of the Province of Alberta and has the requisite power and authority to enter into this Agreement and to complete the Transaction;
- (b) except for: (i) Court Approval; and (ii) the Licence Transfers and any consents, approvals or waivers that are required in connection with the assignment of an Assumed Contract; the execution, delivery and performance of this Agreement by it does not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority, except where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not prevent or materially delay the consummation by the Vendor of the Transaction;

- (c) it is not a non-resident of Canada within the meaning of such term under the *Income Tax Act* (Canada) and is not an agent or trustee for anyone with an interest in the Assets who is a non-resident of Canada within the meaning of such term under the *Income Tax Act* (Canada) (or a partnership that is not a "Canadian partnership" within the meaning of such term under the *Income Tax Act* (Canada));
- (d) subject to Court Approval being obtained, this Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding obligation of it and is enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar Applicable Laws relating to creditors' rights generally and subject to general principles of equity;
- (e) the Purchaser will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the Transaction because of any action taken by, or agreement or understanding reached by the Vendor; and
- (f) with respect to the GST imposed under the GST Legislation, the Vendor is registered under the GST Legislation and will continue to be registered at the Closing Date in accordance with the provisions of the GST Legislation and its GST registration number is 736658725RT0001.

## 5.2 Purchaser's Representations

The Purchaser hereby represents and warrants to the Vendor that:

- (a) it is a corporation duly incorporated and validly subsisting under the laws of the jurisdiction of its incorporation or formation and has the requisite power and authority to enter into this Agreement and to complete the Transaction;
- (b) it has taken all necessary corporate or other acts to authorize the execution, delivery and performance by it of this Agreement;
- (c) neither the execution of this Agreement nor its performance by the Purchaser will result in a breach of any term or provision or constitute a default under any indenture, mortgage, deed of trust or any other agreement to which the Purchaser is a party or by which it is bound which breach could materially affect the ability of the Purchaser to perform its obligations hereunder;
- (d) except for: (i) Court Approval; and (ii) the Licence Transfers and any consents, approvals or waivers that are required in connection with the assignment of an Assumed Contract; the execution, delivery and performance of this Agreement by it does not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority, except where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not prevent or materially delay the consummation by the Purchaser of this Transaction;
- (e) subject to Court Approval being obtained, this Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding obligation of the Purchaser and is enforceable against the Purchaser in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar Applicable Laws relating to creditors' rights generally and subject to general principles of equity;

- (f) the Purchaser is not a non-Canadian Person within the meaning of the *Investment Canada Act* (Canada) nor a non-resident of Canada for the purposes of the *Income Tax Act* (Canada);
- (g) the Vendor will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the Transaction because of any action taken by, or agreement or understanding reached by, the Purchaser;
- (h) to the knowledge of the Purchaser, the Purchaser meets all eligibility requirements of Governmental Authorities to purchase and accept a transfer of the Assets, including without limiting the generality of the foregoing, the eligibility requirements of the AER under *Directive 067*, as applicable to the Purchaser in connection with the transactions as contemplated hereunder. As of the date of submission of the LTAs, the Purchaser has "General Eligibility" status as defined under *Directive 067* and the Purchaser's BA code is A7E2;
- (i) as of the date of submission of the LTAs, the Purchaser is not aware of any fact or circumstance that would (i) result in the AER determining that the Purchaser poses an unreasonable risk in accordance with the factors and criteria established by the AER pursuant to *Directive 088* and *Manual 023: Licensee Life-Cycle Management*, or (ii) prevent or delay the Licence Transfers or the review of the LTAs by the AER as contemplated hereunder;
- (j) with respect to the GST imposed under the GST Legislation, the Purchaser is registered under the GST Legislation and will continue to be registered at the Closing Date in accordance with the provisions of the GST Legislation and that its GST registration number is 830233359 RT0001;
- (k) the Purchaser is a "Canadian" within the meaning of the *Investment Canada Act* (Canada); and
- (l) the Purchaser will have the financial resources necessary to pay, as and when due from the Purchaser, the Purchase Price (including the Deposit), the Cure Costs, the Transfer Taxes, its legal fees and expenses and registration costs.

### **5.3 Enforcement of Representations and Warranties**

- (a) The representations and warranties of each Party contained in this Agreement shall survive until Closing and shall thereafter be of no further force and effect. Effective upon the occurrence of Closing, each Party hereby releases and forever discharges each other Party from any breach of any representations and warranties set forth in this Agreement. For greater certainty, none of the representations and warranties contained in this Article 5 shall survive Closing and, the Purchaser's sole recourse for any material breach of representation or warranty by the Vendor shall be for the Purchaser to not complete the Transaction in accordance with this Agreement.
- (b) The representations and warranties of the Vendor made herein or pursuant hereto are made for the exclusive benefit of the Purchaser, and the representations and warranties of the Purchaser made herein or pursuant hereto are made for the exclusive benefit of the Vendor, as the case may be, and are not transferable and may not be made the subject of any right of subrogation in favour of any other Person.

- (c) The Parties expressly acknowledge and agree that the provisions of this Section 5.3 and the limit on each Party's liability set out in this Section 5.3 are intended by the Parties as a limitation of liability that represents a fair and equitable allocation of the risks and liabilities that each Party has agreed to assume in connection with the subject matter hereof and is not an agreement within the provision of subsection 7(2) of the *Limitations Act* (Alberta).

**ARTICLE 6**  
**"AS IS, WHERE IS" AND NO ADDITIONAL**  
**REPRESENTATIONS AND WARRANTIES**

**6.1 Due Diligence Acknowledgement**

The Purchaser acknowledges and agrees that:

- (a) it was solely responsible to perform any inspections it deemed pertinent to the purchase of the Assets and to be satisfied as to the condition of the Assets prior to entering into this Agreement with the Vendor;
- (b) notwithstanding the fact that it was permitted to review any diligence materials and disclosures provided by the Vendor, including the Due Diligence Information, the Vendor assumes no liability for errors or omissions in such diligence materials and disclosure or any other property listings or advertising, promotional or publicity statements and materials, and makes no representations or warranties in respect thereof;
- (c) by entering into this Agreement with the Vendor, the Purchaser shall be deemed to represent, warrant and agree with respect to the Assets that:
- (i) the Purchaser has inspected the Assets and is familiar and satisfied with the physical condition thereof and has conducted such investigation of the Assets as the Purchaser has determined appropriate;
- (ii) neither the Vendor nor its Affiliates or their respective Representatives have made any oral or written representation, warranty, promise or guarantee whatsoever to the Purchaser, expressed or implied, and in particular, that no such representations, warranties, guarantees, or promises have been made with respect to the physical condition, operation, or any other matter or thing affecting or related to the Assets and/or the offering or sale of the Assets;
- (iii) the Purchaser has not relied upon any representation, warranty, guarantee or promise or upon any statement made or any information provided concerning the Assets, including the Due Diligence Information made available to the Purchaser by the Vendor, its respective Affiliates or their respective Representatives;
- (iv) the Purchaser has entered into this Agreement after having relied solely on its own independent investigation, inspection, analysis, appraisal and evaluation of the Assets and the facts and circumstances related thereto;
- (v) any information provided or to be provided by or on behalf of the Vendor with respect to the Assets, including all Due Diligence Information, was obtained from information provided to the Vendor and the Vendor has not made any independent

investigation or verification of such information, and makes no representations as to the accuracy or completeness of such information;

- (vi) without limiting the generality of the foregoing, the Vendor is not under any obligation to disclose to the Purchaser, and shall have no liability for its failure to disclose to the Purchaser, any information known to it relating to the Assets except as may be required by any Applicable Law; and
- (vii) except for the representations and warranties provided by Vendor under this Agreement, neither the Vendor, its Affiliates or their respective Representatives are liable or bound in any manner by any oral or written statements, representations or information pertaining to the Assets, or the operation thereof, made or furnished by any real estate broker, agent, employee, or other Person.

## **6.2 "As Is, Where Is", No Additional Representations**

- (a) Without limiting any other provision of this Agreement, the Purchaser acknowledges and agrees that it is acquiring the Assets on an "as is, where is" and "without recourse" basis with all defects, both patent and latent, and with all faults, whether known or unknown, presently existing or that may hereafter arise. The Purchaser acknowledges and agrees that, except as expressly set forth in this Agreement, the Vendor, its Affiliates and their respective Representatives have not made, do not make and specifically negate and disclaim any representation, warranty, promise, covenant, agreement or guaranty of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Assets. For greater certainty, but without limitation, except as expressly set forth in this Agreement, none of the Vendor, its Affiliates or their respective Representatives make any condition, representation or warranty whatsoever, express or implied, with respect to:
  - (i) the title and interest of the Vendor in and to the Assets;
  - (ii) whether any ROFRs are exercisable by a Third Party in connection with the completion of the Transactions other than the Identified ROFRs;
  - (iii) the quality, quantity or recoverability of Petroleum Substances within or under the Lands or any lands pooled or unitized therewith;
  - (iv) the income to be derived from the Assets, if any;
  - (v) any estimates of the value of the Assets or the revenues or cash flows from future production from the Lands;
  - (vi) the rates of production of Petroleum Substances from the Lands;
  - (vii) the quality, condition, marketability, profitability, fitness for a particular purpose or merchantability of any tangible depreciable equipment or property interests which comprise the Assets (including the Tangibles or any personal property);
  - (viii) the suitability of the Assets for any and all purposes, activities and uses which the Purchaser may desire to conduct thereon;

- (ix) the compliance of or by the Assets or its operation with any Applicable Law (including Environmental Laws);
  - (x) the validity or enforceability of the Assumed Contracts or the ability to assign any of the Assumed Contracts;
  - (xi) any regulatory approvals, permits and licenses, consents or authorizations that may be needed to complete the purchase of the Assets contemplated by this Agreement;
  - (xii) the manner or quality of the construction or materials, if any, incorporated into the Assets;
  - (xiii) the manner, quality, state of repair or lack of repair of the Assets;
  - (xiv) the existence of soil instability, past soil repairs, susceptibility to landslides, sufficiency of under-shoring, sufficiency of drainage, or any other matter affecting the stability or integrity of the Assets or any structures or improvements situated thereon;
  - (xv) whether the Assets are located in a seismic hazards zone or a flood hazard zone;
  - (xvi) the presence of pests and any damage to the Assets and/or its improvements that may have occurred as a result; and
  - (xvii) the nature and quantum of the Assumed Liabilities.
- (b) The Purchaser acknowledges that except for its express rights under this Agreement, the Purchaser expressly waives and relinquishes any rights or benefits it may have under any Applicable Law designed to invalidate releases of unknown or unsuspected claims.
- (c) Except for its express rights under this Agreement, the Purchaser hereby waives all rights and remedies (whether now existing or hereinafter arising and including all common law, tort, contractual and statutory rights and remedies) against the Vendor, its Affiliates and their respective Representatives in respect of the Assets and any representations or statements made or information or data furnished to the Purchaser or its Representatives in connection herewith (whether made or furnished orally or by electronic, faxed, written or other means). Such waiver is absolute, unlimited, and includes, but is not limited to, waiver of express warranties, implied warranties, any warranties contained in the *Sale of Goods Act* (Alberta), the *Sale of Goods Act* (British Columbia) (or similar applicable statutes, all as may be amended, repealed or replaced), warranties of fitness for a particular use, warranties of merchantability, warranties of occupancy, strict liability and claims of every kind and type, including claims regarding defects, whether or not discoverable or latent, product liability claims, or similar claims, and all other claims that may be later created or conceived in strict liability or as strict liability type claims and rights.



**ARTICLE 7  
RISK AND COSTS AND INSURANCE**

**7.1 Risk and Costs**

Except as otherwise provided for in this Agreement, the Assets will be at the sole risk and responsibility of the Vendor until the Closing Date, and thereafter at the sole risk and responsibility of the Purchaser.

**7.2 Insurance**

Any property, liability and other insurance maintained by the Vendor in relation to the Assets, to the extent applicable, shall not be transferred at Closing, but shall remain the responsibility of the Vendor until the Closing Date. The Purchaser shall be responsible for placing its own property, liability and other insurance coverage with respect to the Assets in respect of the period from and after 12:01 a.m. on the Closing Date.

**ARTICLE 8  
INDEMNIFICATION**

**8.1 Indemnification Given by Purchaser**

If Closing occurs, the Purchaser shall:

- (a) be liable to the Vendor, its Affiliates and their respective Representatives for; and
- (b) as a separate covenant, indemnify and save harmless the Vendor, its Affiliates and their respective Representatives from and against;

all Losses and Liabilities suffered, sustained, paid or incurred by the Vendor, its Affiliates and/or their respective Representatives related to or in connection with the Assets and the Assumed Liabilities, including: (i) all Losses and Liabilities attributable to the ownership, operation, use, construction or maintenance of the Assets occurring, accruing or arising during the period following the Closing Date; (ii) all Losses and Liabilities arising or accruing on or after the Closing Date under any Assumed Contract, including any and all Cure Costs; and (iii) any other Losses and Liabilities for which the Purchaser has otherwise agreed to indemnify the Vendor pursuant to this Agreement, including pursuant to Section 9.2. The Purchaser's indemnity obligations set forth in this Section 8.1 shall survive the Closing Date indefinitely pursuant to Section 14.3.

**8.2 Third Party Claims**

- (a) If any of the Vendor, its Affiliates or any of their respective Representatives receives written notice of the commencement or assertion of any Third Party Claim for which the Purchaser is liable pursuant to this Agreement (or has otherwise agreed to indemnify the Vendor, its Affiliates or their respective Representatives against), the Vendor shall give the Purchaser reasonably prompt notice thereof, but in any event no later than ten (10) days after receipt of such notice of such Third Party Claim. Such notice to the Purchaser shall describe the Third Party Claim in reasonable detail and shall indicate, if reasonably practicable, the estimated amount (or the method of computation of the amount) of the Losses and Liabilities that has been or may be sustained by the Vendor, its Affiliates or

their respective Representatives, respectively, and a reference to the provisions of this Agreement, or other applicable document, upon which such claim is based.

- (b) The Purchaser may assume the carriage and control of the defence of any Third Party Claim by giving notice to that effect to the Vendor, not later than ten (10) days after receiving notice of that Third Party Claim (the "**Notice Period**") so long as: (i) the Purchaser first acknowledges to the Vendor, in writing, liability to the Vendor, its Affiliates and/or their respective Representatives, under this Agreement with respect to such Third Party Claim and that the outcome of such Third Party Claim does not alter or diminish the Purchaser's obligation to indemnify the Vendor, its Affiliates and/or their respective Representatives, pursuant to this Agreement, subject to the Purchaser's right to contest in good faith the Third Party Claim; (ii) the Purchaser has the financial resources to defend against the Third Party Claim and fulfill any indemnification obligations and has provided the Vendor, its Affiliates and/or their respective Representatives, with evidence thereof; (iii) the Third Party Claim involves monetary damages; and (iv) the Purchaser thereafter pursues the defence or settlement of the Third Party Claim actively and diligently. The Purchaser's right to do so shall be subject to the rights of any insurer or other third party who has potential liability in respect of that Third Party Claim. The Purchaser shall pay all of its own expenses of participating in or assuming such defence. In the event that the Purchaser elects to assume the carriage and control of the defence of a Third Party Claim pursuant to this Section 8.2(b), then the Vendor shall, or shall cause its Affiliates and/or their respective Representatives to, cooperate in good faith in the defence of each Third Party Claim and may participate in such defence assisted by counsel of its own choice at its own expense.
- (c) If the Vendor has not received notice within the Notice Period that the Purchaser has elected to assume the carriage and control of the defence of such Third Party Claim in accordance with Section 8.2(b), or if the Purchaser has given such notice but thereafter fails or is unable to pursue the defence or settlement of such Third Party Claim actively and diligently, the Vendor, its Affiliates and/or their respective Representatives, may, at their option, elect to settle or compromise the Third Party Claim on terms of its choosing, or assume such defence assisted by counsel of its own choosing, and the Purchaser shall be liable for all reasonable costs and expenses paid or incurred in connection therewith and any Losses and Liabilities suffered or incurred by the Vendor, its Affiliates and/or their Representatives with respect to such Third Party Claim.

### **8.3 Failure to Give Timely Notice**

Notwithstanding that time is of the essence, a failure to give timely notice as provided in this Article 8 shall not affect the rights or obligations of any Party except and only to the extent that, as a result of such failure, any Party which was entitled to receive such notice was deprived of its right to recover any payment under any applicable insurance coverage or was otherwise prejudiced as a result of such failure.

### **8.4 No Merger**

There shall not be any merger of any liability or indemnity hereunder in any assignment, conveyance, transfer or document delivered pursuant hereto notwithstanding any rule of law, equity or statute to the contrary and all such rules are hereby waived.

## **8.5 Third Party Beneficiary**

The Vendor's Representatives and the Vendor's Affiliates, and all of their respective Representatives are intended third party beneficiaries of this Article 8 and shall have the right, power and authority to enforce the provisions hereof as though they were each a party hereto. The Purchaser further agrees to execute such agreements as may be reasonably requested by such Persons in connection with these provisions that are consistent with this Article 8 or that are reasonably necessary to give further effect thereto.

## **ARTICLE 9 ENVIRONMENTAL MATTERS**

### **9.1 Acknowledgements Regarding Environmental Condition**

The Purchaser acknowledges that, insofar as the environmental condition of the Assets is concerned, it will acquire the Assets pursuant hereto on an "as is, where is" basis. The Purchaser acknowledges that it is familiar with the condition of the Assets, including the past and present use of the Lands and the Tangibles, that the Vendor has provided the Purchaser with a reasonable opportunity to inspect the Assets at the sole cost, risk and expense of the Purchaser (insofar as the Vendor could reasonably provide such access) and that the Purchaser is not relying upon any representation or warranty of the Vendor, its Affiliates or any of their respective Representatives as to the environmental condition of the Assets, or any Environmental Liabilities or Abandonment and Reclamation Obligations in respect thereof.

### **9.2 Assumption of Environmental Liabilities**

If Closing occurs, the Purchaser shall:

- (a) be liable to the Vendor, its Affiliates and their respective Representatives for; and
- (b) as a separate covenant, indemnify and save harmless the Vendor, its Affiliates and their respective Representatives from and against;

all Losses and Liabilities suffered, sustained, paid or incurred by the Vendor, its Affiliates or their respective Representatives as a result of any matter or thing arising out of, attributable to or connected with any Environmental Liabilities or any Abandonment and Reclamation Obligations. Once Closing has occurred, the Purchaser shall be solely responsible for all Environmental Liabilities and all Abandonment and Reclamation Obligations as between the Vendor (on one hand) and the Purchaser (on the other hand) including whether occurring or accruing prior to, on or after the Closing Date, and hereby releases the Vendor, its Affiliates and their respective Representatives from any claims the Purchaser may have against the Vendor with respect to all such Environmental Liabilities and Abandonment and Reclamation Obligations. Without restricting the generality of the foregoing, the Purchaser shall be responsible for all Environmental Liabilities and Abandonment and Reclamation Obligations (including whether occurring or accruing prior to, on or after the Closing Date) in respect of all Wells and Tangibles.

**ARTICLE 10  
COVENANTS**

**10.1 Conduct of Business Until Closing**

- (a) From the date hereof until the Closing Date, subject to any limitations set out in the Title Documents and any other agreements and documents to which the Assets are subject, the Vendor shall (i) to the extent the Assets are under the custody and control of the Vendor, maintain the Assets in a proper and prudent manner in material compliance with all Applicable Laws; and (ii) not without the consent of Purchaser: (A) make any commitment or propose, initiate or authorize any capital expenditure out of the ordinary course of business with respect to the Assets, of which the Vendor's share is in excess of \$25,000.00, except in the case of an emergency, as may be reasonably necessary to protect or ensure life and safety, to preserve the Assets or title to the Assets, or in respect of amounts which Vendor may be committed to expend or be deemed to authorize for expenditure without its consent (but with notice to Purchaser in all cases); (B) sell, transfer, assign, encumber or otherwise dispose of any of the Assets or any interest therein; (C) surrender or abandon any of the Assets (except any abandonment of Leases to the extent any such Leases terminate pursuant to their terms); (D) materially amend or terminate any Title Documents or enter into any agreements or commitments related to the Assets, other than in the ordinary course of business; or (E) enter into any agreement or commitment to take any action prohibited by this Section 10.1(a).
- (b) Until the Closing Date, the Vendor shall (i) provide the Purchaser with all access to the Assets as reasonably required by the Purchaser in order to allow for and assist the Purchaser with an orderly passing of the Assets to the Purchaser following Closing in accordance herewith, and (ii) promptly provide the Purchaser with copies of any AFEs, requests for consents, operation notices and similar notices received by the Vendor with respect to the Assets.
- (c) The access to the Assets to be afforded to the Purchaser and its Representatives pursuant to this Section 10.1 will be subject to the Assumed Contracts and all of the Vendor's site entry protocols, health, safety and environmental rules, policies and procedures. Further, the Purchaser acknowledges and agrees that it shall:
- (i) be solely liable and responsible for any and all Losses and Liabilities which the Vendor, its Affiliates or their respective Representatives may suffer, sustain, pay or incur; and
  - (ii) as a separate covenant, indemnify and save harmless the Vendor, its Affiliates and their respective Representatives harmless from any and all Claims or Losses and Liabilities whatsoever which may be brought against, suffered by or incurred by the Vendor, its Affiliates or their respective Representatives,

arising out of, resulting from, attributable to or in any way connected with any access provided to the Purchaser or its Representatives pursuant to this Section 10.1.

**10.2 ROFRs**

- (a) Promptly following the execution of this Agreement, the Purchaser shall prepare and provide the Vendor with ROFR notices to be issued in respect of the Identified ROFRs,

which shall include the Purchaser's bona fide allocation of the amount of the Purchase Price attributable to each of such Assets which are subject to an Identified ROFR. The Vendor shall courier ROFR notices to the Third Parties holding such Identified ROFRs promptly following the receipt of the same from the Purchaser. To the extent the Purchaser is not copied directly on a response from a Third Party ROFR holder, the Vendor shall notify the Purchaser in writing forthwith upon each Third Party exercising or waiving such an Identified ROFR.

- (b) If any such Third Party elects to exercise such an Identified ROFR, then:
  - (i) the definition of Assets shall be deemed to be amended to exclude those Assets in respect of which the Identified ROFR has been exercised, effective as of the date of this Agreement;
  - (ii) such Assets shall not be conveyed to the Purchaser;
  - (iii) any proceeds received by the Vendor from a Third Party in respect of the sale and conveyance of any Assets which are subject to an Identified ROFR shall be deemed to not constitute Assets for the purposes of this Agreement; and
  - (iv) the Purchase Price shall be reduced by the value allocated to such Assets by Purchaser in the ROFR notices as set out in Section 10.2(a).
- (c) In the event that a Third Party exercises an Identified ROFR and is then unable or unwilling to enter into a conveyance agreement with the Vendor for the relevant Assets, the Purchaser agrees to accept a conveyance of such Assets under the same terms and conditions as this Agreement to whatever extent possible.
- (d) Closing shall not be delayed even though certain of the Identified ROFRs are outstanding and capable of exercise by the holders thereof as of the Closing Date (such Identified ROFRs being referred to as "**Outstanding ROFRs**"). In such case, the following procedures shall apply:
  - (i) the Parties shall proceed with Closing (for greater certainty without any reduction in the Purchase Price for the Outstanding ROFRs, and without variation of any other terms or conditions of this Agreement);
  - (ii) the Purchaser shall have (as of the Closing Date) prepared all Specific Conveyances and other closing documentation required for the sale of the Assets subject to the Outstanding ROFRs (the "**Outstanding ROFR Assets**");
  - (iii) if an Outstanding ROFR is exercised by a Third Party, the Vendor will promptly notify the Purchaser thereof in writing, the Specific Conveyances and other closing documentation related to such Outstanding ROFR Assets will be of no force or effect and shall be destroyed by the Purchaser, and the provisions of Section 10.2(b) shall apply to the Assets which are the subject of the Outstanding ROFR being exercised by the Third Party, *mutatis mutandis*; and
  - (iv) if after Closing an Outstanding ROFR is extinguished by lapse of time, waiver or otherwise (other than as a result of being exercised), the Vendor will promptly notify the Purchaser thereof in writing and promptly deliver copies of the Specific

Conveyances and closing documentation previously prepared to the Purchaser, and such documentation shall be effective and the sale of such Outstanding ROFR Assets to Purchaser pursuant hereto shall be deemed to have closed on the Closing Date.

- (e) From and after Closing the Parties shall cooperate and shall take all steps required to comply with any ROFRs identified after Closing in accordance with the terms thereof. The Purchaser shall be entitled to receive all proceeds payable by the holders of any such ROFRs exercised after Closing and there will be no adjustment to the Purchase Price as a consequence of the identification of any such ROFRs or the exercise thereof after Closing.
- (f) The Purchaser shall be liable for all Losses and Liabilities suffered, sustained, paid or incurred by Vendor and its Affiliates, and, in addition and as an independent covenant, shall indemnify the Vendor and its Affiliates from and against all Losses and Liabilities suffered, sustained, paid or incurred by it and all Claims made against it, in either case, as a consequence of any allocation of value provided by the Purchaser and used by the Vendor for a notice in respect of an Identified ROFR pursuant to Section 10.2(a).

### **10.3 Document Review**

Prior to Closing, the Vendor shall provide Purchaser with reasonable access to the Title Documents and other Miscellaneous Interests in the possession or under the control of Vendor for the purpose of verifying the continued validity and effect of the Title Documents, the identification of Assets the subject of ROFRs, the preparation of Specific Conveyances and other matters related to this Agreement and the Transaction.

## **ARTICLE 11 CONDITIONS**

### **11.1 Mutual Conditions**

The respective obligations of the Parties to complete the purchase and sale of the Assets are subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

- (a) the Court shall have granted the Approval and Vesting Order and the Approval and Vesting Order shall be a Final Order;
- (b) no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable order or Applicable Law subsequent to the date hereof which has the effect of: (i) making any of the transactions contemplated by this Agreement illegal; or (ii) otherwise prohibiting, preventing or restraining the Vendor from the sale of the Assets; and
- (c) the Closing is not otherwise prohibited by Applicable Law.

The foregoing conditions are for the mutual benefit of the Vendor and the Purchaser and may be asserted by the Vendor or the Purchaser regardless of the circumstances and may be waived only with the agreement of the Vendor and the Purchaser.

### **11.2 Conditions for the Benefit of the Purchaser**

The obligation of the Purchaser to complete the purchase of the Assets is subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

- (a) all representations and warranties of the Vendor contained in Section 5.1 of this Agreement shall be true and correct in all material respects as at the Closing Date with the same force and effect as if made at and as of such time;
- (b) the Vendor shall have complied with and performed, in all material respects, all of its covenants and obligations contained in this Agreement;
- (c) the Vendor shall have executed and delivered or caused to have been executed and delivered to the Purchaser at or before the Closing all the documents contemplated in Section 12.2; and
- (d) the full amount of any and all Cure Costs that are required to be paid by the Purchaser to remedy all of the Vendors monetary defaults under the Assumed Contract in order to secure the assignment of such Assumed Contract pursuant to its terms, shall be the amounts set out in Schedule F; and
- (e) all municipal or property taxes relating to the Assets that accrued prior to the Closing Date shall have been satisfied such that there are no municipal or property taxes relating to the Assets outstanding as of the Closing Date.

The foregoing conditions are for the exclusive benefit of the Purchaser and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Purchaser may have.

### **11.3 Conditions for the Benefit of the Vendor**

The obligation of the Vendor to complete the sale of the Assets is subject to the following conditions being fulfilled or performed as at or prior to the Closing Date:

- (a) all representations and warranties of the Purchaser contained in Section 5.2 of this Agreement shall be true and correct in all material respects as at the Closing Date with the same force and effect as if made at and as of such time;
- (b) the Purchaser shall have complied with and performed in all material respects all of its covenants and obligations contained in this Agreement;
- (c) the Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendor at or before the Closing all the documents contemplated in Section 12.3; and
- (d) the Vendor has not lost its ability to convey the Assets due to the appointment of a receiver or a receiver-manager, an order of the Court or otherwise pursuant to the CCAA Proceedings, provided such order or other action is pursuant to the CCAA Proceedings or is not at the voluntary initiative of the Vendor.

The foregoing conditions are for the exclusive benefit of the Vendor and may be waived by it in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which the Vendor may have.

#### **11.4 Satisfaction of Conditions**

Each of the Parties shall proceed diligently and in good faith and use all commercially reasonable efforts to fulfill and assist in the fulfillment of the conditions set forth in Sections 11.1, 11.2 and 11.3. In addition, each of the Parties agrees not to take any action that could reasonably be expected to preclude, delay or have an adverse effect on the Transaction or would render, or may reasonably be expected to render, any representation or warranty made by it in this Agreement untrue in any material respect.

#### **11.5 Monitor's Certificate**

When the conditions to Closing set out in Sections 11.1, 11.2 and 11.3 have been satisfied and/or waived by the each of the Vendor and the Purchaser, as applicable, the Vendor and the Purchaser will each deliver to the Monitor written confirmation: (a) that such conditions of Closing, as applicable, have been satisfied and/or waived; and (b) of the amount of the Transfer Taxes and Cure Costs to be paid on Closing (in each case, to the extent applicable), in substantially the form of Schedule D (the "**Conditions Certificates**"). Upon receipt by the Monitor of: (i) confirmation of payment of the balance of the Purchase Price (less the Deposit) to be paid on Closing has been received by the Vendor; (ii) confirmation of payment of applicable Transfer Taxes to be paid on Closing have been paid to the Vendor (or evidence of an agreement to pay all Transfer Taxes by the Purchaser to any relevant Governmental Authorities or counterparty); and (iii) each of the Conditions Certificates, the Monitor shall: (A) issue forthwith its Monitor's Certificate concurrently to the Vendor and the Purchaser, at which time the Closing will be deemed to have occurred; and (B) file as soon as practicable a copy of the Monitor's Certificate with the Court (and shall provide a true copy of such filed certificate to the Vendor and the Purchaser). In the case of (A) and (B), above, the Monitor will be relying exclusively on the basis of the Conditions Certificates and without any obligation whatsoever to verify the satisfaction or waiver of the applicable conditions.

## **ARTICLE 12 CLOSING**

#### **12.1 Closing Date and Place of Closing**

Subject to the conditions set out in this Agreement, the Transaction shall close and be completed on the Closing Date, or at such other time as the Parties may agree in writing.

#### **12.2 Deliveries on Closing by the Vendor**

The Vendor shall deliver (or cause to be delivered) to the Purchaser on or before the Closing Date:

- (a) a Court certified copy of the Approval and Vesting Order;
- (b) a certificate of the Vendor confirming the accuracy of the matters provided for in Sections 11.2(a) and 11.2(b), in a form substantially similar to the form attached as Schedule D;
- (c) a written joint direction, duly executed by the Vendor, instructing the Monitor that the Deposit is to be released in accordance with 3.3(b)(i);



- (d) the General Conveyance, Assignment and Assumption Agreement duly executed by the Vendor;
- (e) a receipt for the Purchase Price, plus Transfer Taxes; and
- (f) any other deeds, conveyances, assurances, transfers, assignments, instruments, documents, resolutions and certificates as are referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement.

### **12.3 Deliveries on Closing by the Purchaser**

The Purchaser shall deliver (or cause to be delivered) to the Vendor's Solicitor on or before the Closing Date:

- (a) payment of the Purchase Price in accordance with Section 3.3(b);
- (b) payment of all Transfer Taxes payable on Closing to the Vendor or the Vendor's Solicitors (or evidence of self-assessment and payment by the Purchaser thereof to the relevant Governmental Authorities);
- (c) a certificate of the Purchaser confirming the accuracy of the matters provided for in Sections 11.3(a) and 11.3(b), in a form substantially similar to the form attached as Schedule D;
- (d) a written joint direction, duly executed by the Purchaser, instructing the Monitor that the Deposit is to be released in accordance with 3.3(b)(i);
- (e) the General Conveyance, Assignment and Assumption Agreement duly executed by the Purchaser; and
- (f) any other deeds, conveyances, assurances, transfers, assignments, instruments, documents, resolutions and certificates as are referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

## **ARTICLE 13 TERMINATION**

### **13.1 Grounds for Termination**

This Agreement may be terminated at any time prior to Closing:

- (a) by the mutual written agreement of the Vendor and the Purchaser, provided however that if this Agreement has been approved by the Court, any such termination shall require either the consent of the Monitor or the approval of the Court;
- (b) by the Purchaser, upon written notice to the Vendor, if there has been a material breach by the Vendor of any material representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Purchaser, and: (i) such breach is not curable and has rendered the satisfaction of any condition in Section 11.2 impossible by the Outside Date; or (ii) if such breach is curable, the Purchaser has provided prior written notice of such breach to the Vendor, and such breach has not been cured within ten (10)

days (or, if not curable within ten (10) days, such longer period as is reasonable under the circumstances, not to exceed thirty (30) days) following the date upon which the Vendor received such notice;

- (c) by the Purchaser, upon written notice to the Vendor, (i) any time after the Outside Date, if (A) the Court Approval has not been obtained, or (B) the Closing has not occurred by the Outside Date and such failure to close was not caused by or as a result of the Purchaser's breach of this Agreement;
- (d) by the Vendor, upon written notice to the Purchaser, if there has been a material breach by the Purchaser of any material representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Vendor, and: (i) such breach is not curable and has rendered the satisfaction of any condition in Section 11.3 impossible by the Outside Date; or (ii) if such breach is curable, the Vendor has provided prior written notice of such breach to the Purchaser, and such breach has not been cured within ten (10) days (or, if not curable within ten (10) days, such longer period as is reasonable under the circumstances, not to exceed thirty (30) days) following the date upon which the Purchaser received such notice; or
- (e) by the Vendor, upon written notice to the Purchaser, any time after the Outside Date, if (A) the Court Approval has not been obtained, or (B) the Closing has not occurred by the Outside Date and such failure to close was not caused by or as a result of the breach of this Agreement by the Vendor.

### **13.2 Effect of Termination**

Notwithstanding any termination of this Agreement as permitted under Section 13.1, or as otherwise provided for in this Agreement, the provisions of Sections 3.3 (Deposit), 14.1 (Public Announcements), 14.4 (Governing Law), 14.5 (Consequential Damages), 14.11 (Costs and Expenses) and 14.15 (Third Party Beneficiaries) shall remain in full force and effect following any such permitted termination, and the Deposit shall be governed by Section 3.3.

## **ARTICLE 14 GENERAL**

### **14.1 Public Announcements**

- (a) Subject to Section 14.1(b), if a Party intends to issue a press release or other public disclosure of this Agreement, the terms hereof or the Transaction, the disclosing Party shall provide the other Parties with an advance copy of any such press release or public disclosure with sufficient time to enable the other Parties to review such press release or other public disclosure and provide any comments. The disclosing Party shall not issue such press release or other public disclosure without the prior written consent of the other Parties, such consent not to be unreasonably withheld.
- (b) Notwithstanding Section 14.1(a): (i) this Agreement may be filed by the Vendor with the Court; and (ii) the Transaction may be disclosed by the Vendor to the Court, subject to redacting confidential or sensitive information as permitted by Applicable Law. The Parties further agree that:

- (i) the Vendor may prepare and file reports and other documents with the Court containing references to the Transaction and the terms of the Transaction;
- (ii) the Vendor may forward a copy of this Agreement and all related documentation to the Orphan Well Association and its Representatives, agents, legal counsel and financial advisors, and may further advise such Persons of the existence and nature of any discussions and negotiations in relation thereto or in relation to the Transaction; provided that the Orphan Well Association and its Representatives agree in advance to be bound by any confidentiality undertakings or similar confidentiality requirements reasonably requested by the Vendor; and
- (iii) the Vendor and its professional advisors may prepare and file such reports and other documents with the Court containing references to the Transaction contemplated by this Agreement and the terms of such Transaction as may reasonably be necessary to obtain the Court Approval and to complete the Transaction contemplated by this Agreement or to comply with their obligations to the Court.

#### **14.2 Dissolution of Vendor**

The Purchaser acknowledges and agrees that nothing in this Agreement shall operate to prohibit or diminish in any way the right of the Vendor or any of its Affiliates to cause the dissolution or wind-up of any of the Vendor subsequent to the Closing Date, or otherwise cause or allow the Vendor to cease operations in any manner or at any time subsequent to the Closing Date as the Vendor may determine in its sole discretion, which may be exercised without regard to the impact any such action may have on the Vendor's ability to fulfil its obligations under this Agreement that survive Closing.

#### **14.3 Survival**

Upon Closing, the obligations, covenants, representations and warranties of the Parties set out in this Agreement shall expire, be terminated and extinguished and of no further force or effect, provided that notwithstanding the Closing contemplated hereunder or the delivery of documents pursuant to this Agreement, the obligations and covenants of the Parties set out in Section 2.3 (Licence Transfers), Section 2.4 (Specific Conveyances), Section 2.5 (Post-Closing Maintenance of Assets), Section 5.3 (Enforcement of Representations and Warranties), Section 10.2 (ROFRs) and Article 4 (Transfer Taxes), Article 6 ("As Is, Where Is" and No Additional Representations and Warranties), Article 8 (Indemnification), Article 9 (Environmental Matters) and Article 14 (General), shall survive Closing, shall remain in full force and effect, shall not merge as a result of Closing and shall be binding on the Parties indefinitely thereafter except as expressly stated to the contrary therein or otherwise in accordance with Applicable Laws.

#### **14.4 Governing Law**

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, and the federal laws of Canada applicable therein (excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction). The Parties consent to the jurisdiction and venue of the courts of Alberta for the resolution of any such dispute arising under this Agreement.

- (b) Notwithstanding Section 14.4(a), any and all documents or orders that may be filed, made or entered in the CCAA Proceedings, and the rights and obligations of the Parties thereunder, including all matters of construction, validity and performance thereunder, shall in all respects be governed by, and interpreted, construed and determined in accordance with the laws of the Province of Alberta. The Parties consent to the jurisdiction and venue of the Court, as applicable, for the resolution of any such disputes, regardless of whether such disputes arose under this Agreement. Each Party agrees that service of process on such Party as provided in Section 14.13 shall be deemed effective service of process on such Party.

#### **14.5 Consequential Damages**

Under no circumstance shall any of the Parties, their Representatives or their respective directors, officers, employees or agents be liable for any punitive, exemplary, consequential or indirect damages (including for greater certainty, any loss of profits) (collectively, "**Consequential Damages**") that may be alleged to result, in connection with, arise out of, or relate to this Agreement or the Transaction, other than Consequential Damages for which the Purchaser is liable as a result of a Third Party Claim (which liability shall be subject to and recoverable under Article 8 (Indemnification)). For greater certainty, the Parties agree that none of the Parties, their respective Affiliates or their respective Representatives shall be liable for any lost profits whatsoever, whether such lost profits are considered to be direct, consequential or indirect losses, and regardless of whether such lost profits were foreseeable by the Parties at any time or whether such lost profits were the direct and natural result of a Party's breach of its obligations under this Agreement.

#### **14.6 Further Assurances**

Each of the Parties from and after the date hereof shall, from time to time, and at the request and expense of the Party requesting the same, do all such further acts and things and execute and deliver such further instruments, documents, matters, papers and assurances as may be reasonably requested to complete the Transaction and for more effectually carrying out the true intent and meaning of this Agreement.

#### **14.7 Assignment**

The Purchaser shall not, without the Vendor's prior written consent, assign any right or interest in this Agreement, which consent may be withheld in the Vendor's sole and absolute discretion, except that the Purchaser shall have the right to assign any or all of its rights, interests or obligations hereunder to one or more Affiliates of the Purchaser, provided that: (a) such Affiliate agrees to be bound by the terms of this Agreement; (b) the Purchaser shall remain liable hereunder for any breach of the terms of this Agreement by such Affiliate; (c) such assignment shall not release the Purchaser from any obligation or liability hereunder in favour of the Vendor; and (d) the Purchaser shall acknowledge and confirm its continuing obligations in favour of the Vendor in an assignment and assumption agreement in form and substance satisfactory to the Vendor.

#### **14.8 Waiver**

No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver by any Party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained herein shall take effect or be binding upon that Party unless the waiver is expressed in writing under the authority of that Party. Any waiver so given shall extend

only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.

#### **14.9 Amendment**

This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party.

#### **14.10 Time of the Essence**

Time is of the essence in this Agreement.

#### **14.11 Costs and Expenses**

Unless otherwise provided for in this Agreement, each Party shall be responsible for all costs and expenses (including the fees and disbursements of legal counsel, bankers, investment bankers, accountants, brokers and other advisors) incurred by it in connection with this Agreement and the Transaction. Notwithstanding any other provision of this Agreement, the Purchaser shall pay the cost of all surveys, title insurance policies and title reports ordered by the Purchaser.

#### **14.12 Entire Agreement**

This Agreement and the Confidentiality Agreement (the terms and conditions of which are incorporated by reference into this Agreement, and binding upon the Parties, as if such agreement were signed directly by the Parties) constitute the entire agreement between the Parties with respect to the subject matter hereof and cancel and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof. There are no conditions, covenants, agreements, representations, warranties or other provisions, whether oral or written, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof other than those contained in this Agreement or in the Confidentiality Agreement.

#### **14.13 Notices**

Any notice, direction or other communication given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier or electronic mail and addressed:

(a) in the case of the Vendor:

AlphaBow Energy Ltd.  
Suite 300, 708-11<sup>th</sup> Avenue S.W.  
Calgary, AB T2R OE4

Attention: Ben Li  
Email: [benli@alphabowenergy.com](mailto:benli@alphabowenergy.com)

With a copy, which shall not constitute notice, to the Vendor's Solicitors:

Bennett Jones LLP  
4500, 855 - 2<sup>nd</sup> Avenue S.W.  
Calgary, AB T2P 4K7

Attention: Keely Cameron; Kristos Iatridis  
 Email: cameronk@bennettjones.com; [iatridisk@bennettjones.com](mailto:iatridisk@bennettjones.com)

(b) In the case of the Purchaser:

North 40 Resources Ltd.  
 215 9 Ave SW #400  
 Calgary, AB T2P 1K3  
 Attention: Calvin House  
 Email: [chouse@north40resources.com](mailto:chouse@north40resources.com)

With a copy, which shall not constitute notice, to the Purchaser's Solicitors:

Burnet, Duckworth and Palmer LLP  
 2400, 525 - 8th Avenue SW  
 Calgary, AB T2P 1G1

Attention: Brittney LaBranche  
 Email: [bnl@bdplaw.com](mailto:bnl@bdplaw.com)

A notice is deemed to be given and received if: (i) sent by personal delivery or courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day; or (ii) email, on the date of transmission if it is a Business Day and the transmission was made prior to 4:00 p.m. (local time in place of receipt), and otherwise on the next Business Day. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a notice will be assumed not to be changed. **Sending a copy of a notice to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice to that Party. The failure to send a copy of a notice to legal counsel does not invalidate delivery of that notice to a Party.**

#### 14.14 Enurement

This Agreement shall be binding upon, and enure to the benefit of, the Parties and their respective successors and permitted assigns.

#### 14.15 Third Party Beneficiaries

Except as otherwise provided for in this Agreement, each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the Parties and their successors and permitted assigns and, except as otherwise provided for in this Agreement, no Person, other than the Parties and their successors and permitted assigns shall be entitled to rely on the provisions hereof in any action, suit, proceeding, hearing or other forum. The Purchaser acknowledges to the Vendor, its Affiliates and their respective Representatives their direct rights against the Purchaser under this Agreement. To the extent required by Applicable Law to give full effect to these direct rights, the Purchaser agrees and acknowledges that the Vendor is acting as agent and/or as trustee of its Representatives, its Affiliates and their respective Representatives.

**14.16 Severability**

If any provision of this Agreement or any document delivered in connection with this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction shall not affect such provision validity or enforceability in any other jurisdiction.

**14.17 Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by facsimile or other electronic means of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

**[THE BALANCE OF THIS PAGE INTENTIONALLY BLANK]**

**IN WITNESS WHEREOF** this Agreement has been properly executed by the Parties as of the date first above written.

**ALPHABOW ENERGY LTD.**

Per: \_\_\_\_\_  
Name: Ben Li  
Title: Chief Executive Officer

**NORTH 40 RESOURCES LTD.**

Per: \_\_\_\_\_  
Name: Calvin House  
Title: VP Land & Business Development



## **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.

# ALPHABOW ENERGY LTD.

## Mineral Property Report

Generated by Ben Li on September 04, 2024 at 6:23:11 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: Reference  
Related Contracts: Yes    **Related Units:** Yes  
Royalty Information: Yes    **Expand:** Yes  
Well Information: Yes  
Remarks: No  
Acreage: Producing / Non Producing  
Developed / Undeveloped  
Proven / Unproven

### Sort Options

Division: No  
Category: No  
Province: No



**ALPHABOW ENERGY LTD.**

**Mineral Property Report**

**Generated by Ben Li on September 04, 2024 at 6:23:11 pm.**

**Sort Options**

<b>Area:</b>	No
<b>Location:</b>	Yes



**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
M23675	PNGLSE CR	Eff: Sep 19, 2002	0.000			WI	Area : WILLOW
<b>Sub:</b> A	WI	<b>Exp:</b> Sep 18, 2007	0.000	ALPHABOW ENERGY		100.00000000	TWP 28 RGE 17 W4M 5
A	0402090368	<b>Ext:</b> 15	0.000				PNG BELOW BASE BELLY_RIVER TO
	ALPHABOW ENERGY			Total Rental:	0.00		TOP VIKING_ZONE
100.00000000	ALPHABOW ENERGY	<b>Count Acreage =</b> No					

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

Status	Hectares	Net	Hectares	Net
<b>Prod:</b>	0.000	0.000	<b>NProd:</b>	0.000
UNDEVELOPED	<b>Dev:</b>	0.000	<b>Undev:</b>	0.000
	<b>Prov:</b>	0.000	<b>NProv:</b>	0.000

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
<b>Roy Percent:</b>				
<b>Deduction:</b> STANDARD				
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> WI (M)		
ALBERTA ENERGY	100.00000000	ALPHABOW ENERGY	100.00000000	

M23675	PNGLSE CR	Eff: Sep 19, 2002	256.000	C05840 A No		PLD	Area : WILLOW
<b>Sub:</b> B	WI	<b>Exp:</b> Sep 18, 2007	256.000	ALPHABOW ENERGY		50.00000000	TWP 28 RGE 17 W4M 5
A	0402090368	<b>Ext:</b> 15	128.000	CANADIAN NATUR.		50.00000000	PNG FROM TOP VIKING_ZONE TO
	CANADIAN NATUR.						BASE MANNVILLE
100.00000000	ALPHABOW ENERGY			Total Rental:	896.00		

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

Report Date: Sep 04, 2024

Page Number: 2

\*\*REPORTED IN HECTARES\*\*

# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23675

Sub:	B	Status	Hectares	Net	Hectares	Net	C04844 A	P&S	Oct 18, 2017 (I)
		DEVELOPED	0.000	0.000	0.000	0.000	C05840 A	POOL	Dec 04, 2002
			256.000	128.000	0.000	0.000	C05841 A	TRUST	Dec 23, 2002
			0.000	0.000	0.000	0.000			

----- Well U.W.I. Status/Type -----  
 1W0/04-05-028-17-W4/00DRLCSD/N/A  
 1W0/04-05-028-17-W4/02PUMP/GAS

### Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of
<b>Roy Percent:</b>				
<b>Deduction:</b>	STANDARD			
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> PLD (C)		
ALBERTA ENERGY	100.00000000	ALPHABOW ENERGY	50.00000000	
		CANADIAN NATUR.	50.00000000	

M23810	PNGLSE CR	<b>Eff:</b> Apr 17, 1997	256.000	C05840 A No	PLD	Area : WILLOW
<b>Sub:</b> A	WI	<b>Exp:</b> Apr 16, 2002	256.000	ALPHABOW ENERGY	50.00000000	TWP 28 RGE 17 W4M 6
A	0497040392	<b>Ext:</b> 15	128.000	CANADIAN NATUR.	50.00000000	PNG FROM TOP VIKING_ZONE TO
	CANADIAN NATUR.					BASE MANNVILLE
100.00000000	CANADIAN NATUR.			Total Rental: 896.00		(EXCL PROD FROM
						102/12-06-028-17W4/00 WELL)
	<b>Status</b>		<b>Hectares</b>	<b>Net</b>	<b>Hectares</b>	<b>Net</b>

Report Date: Sep 04, 2024

Page Number: 3

\*\*REPORTED IN HECTARES\*\*

# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23810

<b>Sub:</b> A		<b>Prod:</b>	0.000	0.000	<b>NProd:</b>	0.000	0.000	<b>----- Related Contracts -----</b>	
	DEVELOPED	<b>Dev:</b>	256.000	128.000	<b>Undev:</b>	0.000	0.000	C04844 A	P&S Oct 18, 2017 (I)
		<b>Prov:</b>	0.000	0.000	<b>NProv:</b>	0.000	0.000	C05840 A	POOL Dec 04, 2002
								C05842 A	TRUST Dec 23, 2002

### Royalty / Encumbrances

**----- Well U.W.I. Status/Type -----**  
100/09-06-028-17-W4/00 PROD/GAS

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of
<b>Roy Percent:</b>				
<b>Deduction:</b>	STANDARD			
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> PLD (C)		
ALBERTA ENERGY	100.00000000	ALPHABOW ENERGY	50.00000000	
		CANADIAN NATUR.	50.00000000	

M23674	NGLSE	FH	<b>Eff:</b> Apr 16, 2002	183.900	C05838	A	No	WI	Area : WILLOW
<b>Sub:</b> A	WI		<b>Exp:</b> Apr 15, 2003	183.900	ALPHABOW ENERGY			48.98448000	TWP 28 RGE 17 W4M SEC 8
A	CONOCO		<b>Ext:</b> HBP	90.082	CANADIAN NAT R.			51.01552000	(71.01552% MINERAL INTEREST)
	ALPHABOW ENERGY								
71.01552000	CANADIAN NATUR.							Total Rental: 1295.00	NG IN MANNVILLE
									EXCL CBM

Status	Hectares	Net	Hectares	Net
<b>Prod:</b>	0.000	0.000	<b>NProd:</b>	0.000
				0.000

Report Date: Sep 04, 2024

Page Number: 4

\*\*REPORTED IN HECTARES\*\*

# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23674

<b>Sub:</b> A	DEVELOPED	<b>Dev:</b>	183.900	90.082	<b>Undev:</b>	0.000	0.000	----- <b>Related Contracts</b> -----
		<b>Prov:</b>	0.000	0.000	<b>NProv:</b>	0.000	0.000	C04844 A P&S Oct 18, 2017 (I)
								C05838 A PART Jun 20, 2002

### Royalty / Encumbrances

----- **Well U.W.I.** **Status/Type** -----  
100/12-08-028-17-W4/00 SUSP/GAS

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	NATURAL GAS	N	N	100.00000000 % of PROD
<b>Roy Percent:</b>	20.00000000			
<b>Deduction:</b>	YES			
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>

<b>Paid to:</b> DEPOSITO(M)		<b>Paid by:</b> WI (C)	
CANADIAN NATUR.	100.00000000	ALPHABOW ENERGY	48.98448000
		CANADIAN NAT R.	51.01552000

### PERMITTED DEDUCTIONS -

CRUDE OIL: NO DEDUCTIONS TO POINT OF MEASUREMENT. BEYOND POINT OF MEASUREMENT LESSOR SHALL BEAR ITS PROPORTIONATE SHARE OF ACTUAL COSTS OF TRANSPORTATION TO THE POINT OF DELIVERY.

ALL OTHER LEASED SUBSTANCES: SAME AS CROWN - TOTAL OF COSTS NOT TO EXCEED 40% OF SALES VALUE.

### GENERAL COMMENTS -

LESSOR ROYALTIES & TAXES PAID BY PARTIES ACCORDING TO THE INTEREST WHICH THEY CONTRIBUTED TO C003866. THEREFORE, BASED ON 71.01552% HELD ON THIS TOTAL LEASE, NAL (PARTICIPANT) PAYS 28.16286% (BEING ITS LEASED INTEREST FROM

## ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23674      A      CONOCO), EOG (FARMEE) PAYS 46.694141% (65% OF 51.01552%) EARNED VIA C003866 FROM CONOCO) AND CONOCO PAYS 25.142999% (35% OF 51.01552%) WHICH IT RETAINED UNTO ITSELF BY C003866.)

**TAKE IN KIND -**  
MAY TAKE IN KIND

**FREEHOLD MINERAL TAX - Jan 22, 2010**  
LESSEE PAYS 100%

M23812	PNGLSE	CR	<b>Eff:</b> Feb 24, 2000	256.000	C05839	A No	WI	Area : WILLOW
<b>Sub:</b> A	WI		<b>Exp:</b> Feb 23, 2005	256.000	ALPHABOW ENERGY	100.00000000		TWP 28 RGE 17 W4M SEC 22
A	0400020357		<b>Ext:</b> 15	256.000				PNG BELOW BASE
	ALPHABOW ENERGY				Total Rental:	896.00		SECOND_WHITE_SPECKS TO BASE
100.00000000	ALPHABOW ENERGY							MANNVILLE

Status	Hectares	Net	Hectares	Net
	<b>Prod:</b> 0.000	0.000	<b>NProd:</b> 0.000	0.000
DEVELOPED	<b>Dev:</b> 256.000	256.000	<b>Undev:</b> 0.000	0.000
	<b>Prov:</b> 0.000	0.000	<b>NProv:</b> 0.000	0.000

----- **Related Contracts** -----

C04844 A	P&S	Oct 18, 2017 (I)
C05839 A	FI	Mar 20, 2003

----- **Well U.W.I.**      **Status/Type** -----

100/14-22-028-17-W4/00 DRLCSD/UNKNOW
100/14-22-028-17-W4/02 FLOW/GAS

### Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05839 A	GROSS OVERRIDE ROYALTY	ALL	N	N	100.00000000 % of PROD
	<b>Roy Percent:</b> 10.00000000				
	<b>Deduction:</b> YES				
	<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
	<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>



## 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)

<b>Other Percent:</b>	<b>Min:</b>	<b>Prod/Sales:</b>
<b>Paid to:</b> ROYPDTO (C) CANADIAN NAT R. 100.00000000	<b>Paid by:</b> WI (C) ALPHABOW ENERGY 100.00000000	

**PERMITTED DEDUCTIONS -**  
1997 CAPL FARMOUT & ROYALTY PROCEDURE - ALT 1 & 2 - SAME AS CROWN, CAP ON DEDUCTIONS NOT INDICATED.

M23812 A

**Royalty / Encumbrances**

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of PROD
<b>Roy Percent:</b>				
<b>Deduction:</b> STANDARD				
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
<b>Paid to:</b> LESSOR (M) ALBERTA ENERGY 100.00000000		<b>Paid by:</b> WI (C) ALPHABOW ENERGY 100.00000000		

M23779	PNGLSE CR	Eff: Jan 11, 2001	64.000	C05817 A	Not Applicable	PLD	Area : WILLOW
<b>Sub:</b> A	WI	<b>Exp:</b> Jan 10, 2006	64.000	ALPHABOW ENERGY		50.00000000	TWP 28 RGE 17 W4M NE 26
A	0401010126	<b>Ext:</b> 15	32.000	CANADIAN NAT R.		50.00000000	PNG TO BASE MANNVILLE
	ALPHABOW ENERGY						
100.00000000	ALPHABOW ENERGY			Total Rental:	224.00		

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

## ALPHABOW ENERGY LTD. Mineral Property Report

\*\*REPORTED IN HECTARES\*\*

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

(cont'd)

M23779

<b>Sub:</b>	A	<b>Status</b>		<b>Hectares</b>	<b>Net</b>	<b>Hectares</b>	<b>Net</b>			
								C05817 A	POOL	Apr 20, 2001
		<b>Prod:</b>		0.000	0.000	<b>NProd:</b>	0.000	0.000		
		DEVELOPED	<b>Dev:</b>	64.000	32.000	<b>Undev:</b>	0.000	0.000	----- Well U.W.I.	<b>Status/Type</b> -----
			<b>Prov:</b>	0.000	0.000	<b>NProv:</b>	0.000	0.000	100/13-26-028-17-W4/00	SUSP/GAS

### Royalty / Encumbrances

<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of PROD
<b>Roy Percent:</b>				
<b>Deduction:</b>	STANDARD			
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
<b>Paid to:</b>	DEPOSITO(M)	<b>Paid by:</b>	PREPL1 (C)	
AB MINISTER FIN	100.00000000	ALPHABOW ENERGY	100.00000000	

**PERMITTED DEDUCTIONS - Oct 25, 2016**  
CROWN STANDARD DEDUCTIONS APPLY

M23795	PNGLSE FH	<b>Eff:</b> Feb 14, 2001	64.000	C05817 A	Not Applicable	PLD	Area : WILLOW
<b>Sub:</b> A	WI	<b>Exp:</b> Feb 13, 2004	32.000	ALPHABOW ENERGY	50.00000000		TWP 28 RGE 17 W4M SE 26
A	EST. OF GILLESPIE	<b>Ext:</b> HBP	16.000	CANADIAN NAT R.	50.00000000		(50% MINERAL INTEREST)
	ALPHABOW ENERGY						ALL PNG
50.00000000	ALPHABOW ENERGY			Total Rental:	80.00		

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

Report Date: Sep 04, 2024

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\*\*REPORTED IN HECTARES\*\*

# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23795

Sub:	A	Status	Hectares	Net	Hectares	Net	C04844 A	P&S	Oct 18, 2017 (I)
		DEVELOPED	32.000	16.000	0.000	0.000	C05817 A	POOL	Apr 20, 2001
			0.000	0.000	0.000	0.000			
			0.000	0.000	0.000	0.000			
							----- Well U.W.I.	Status/Type -----	
							100/13-26-028-17-W4/00	SUSP/GAS	

### Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	N	N	100.00000000 % of PROD
Roy Percent:	15.00000000			
Deduction:	YES			
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: PREPL1 (C)		
BEARPAW INTERNA	100.00000000	ALPHABOW ENERGY	100.00000000	

### PERMITTED DEDUCTIONS -

REASONABLE EXPENSES (INCLUDING REASONABLE RATE OF RETURN ON INVESTMENT)  
FOR SEPARATING, TREATING, PROCESSING, COMPRESSING AND TRANSPORTING THE  
LEASED SUBSTANCES TO THE POINT OF SALE BEYOND THE WELLHEAD - CAPPED AT 50%.

### GENERAL COMMENTS -

LEASED SUBSTANCES USED IN OPERATIONS

M23796	PNGLSE	FH	Eff: Feb 14, 2001	64.000	C05817	A	Not Applicable	PLD	Area : WILLOW
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**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)

M23796							
<b>Sub:</b> A	WI	<b>Exp:</b> Feb 13, 2004	32.000	ALPHABOW ENERGY		50.00000000	TWP 28 RGE 17 W4M SW 26
A	EST. OF GILLESPIE	<b>Ext:</b> HBP	16.000	CANADIAN NAT R.		50.00000000	(50% MINERAL INTEREST)
	ALPHABOW ENERGY						ALL PNG
50.00000000	ALPHABOW ENERGY			Total Rental:	80.00		

Status		Hectares	Net		Hectares	Net
	<b>Prod:</b>	0.000	0.000	<b>NProd:</b>	0.000	0.000
DEVELOPED	<b>Dev:</b>	32.000	16.000	<b>Undev:</b>	0.000	0.000
	<b>Prov:</b>	0.000	0.000	<b>NProv:</b>	0.000	0.000

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

C04844 A	P&S	Oct 18, 2017 (I)
C05817 A	POOL	Apr 20, 2001

----- Well U.W.I. Status/Type -----

100/13-26-028-17-W4/00	SUSP/GAS
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**Royalty / Encumbrances**

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	N	N	100.00000000 % of PROD
<b>Roy Percent:</b>	15.00000000			
<b>Deduction:</b>	YES			
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>

<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> PREPL1 (C)	
BEARPAW INTERNA	100.00000000	ALPHABOW ENERGY	100.00000000

**PERMITTED DEDUCTIONS -**

REASONABLE EXPENSES (INCLUDING REASONABLE RATE OF RETURN ON INVESTMENT)  
FOR SEPARATING, TREATING, PROCESSING, COMPRESSING AND TRANSPORTING THE  
LEASED SUBSTANCES TO THE POINT OF SALE BEYOND THE WELLHEAD - CAPPED AT 50%.

**GENERAL COMMENTS -**

LEASED SUBSTANCES USED IN OPERATIONS.

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\*\*REPORTED IN HECTARES\*\*

# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23796 A PERMITTED DEDUCTIONS - Jan 26, 2010  
50% CAP  
FREEHOLD MINERAL TAX - Jan 26, 2010  
LESSEE PAYS 85%

M23797	PNGLSE	FH	Eff: Feb 27, 2001	64.000	C05817	A	Not Applicable	PLD
Sub: A	WI		Exp: Feb 26, 2004	64.000	ALPHABOW ENERGY			50.00000000
A	CROSS		Ext: HBP	32.000	CANADIAN NAT R.			50.00000000
50.00000000	ALPHABOW ENERGY							
	CANADIAN NATUR.				Total Rental:		160.00	

Area : WILLOW  
TWP 28 RGE 17 W4M S 26  
(50% MINERAL INTEREST)  
ALL PNG

### ----- Related Contracts -----

C04844	A	P&S	Oct 18, 2017 (I)
C05817	A	POOL	Apr 20, 2001

### ----- Well U.W.I. -----

100/13-26-028-17-W4/00 SUSP/GAS

### Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of
Roy Percent:	16.50000000			
Deduction:	YES			
Gas: Royalty:		Min Pay:		Prod/Sales:
S/S OIL: Min:	Max:	Div:		Prod/Sales:
Other Percent:		Min:		Prod/Sales:

Paid to: DEPOSITO(M)

Paid by: PREPL3 (C)

## ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23797	A	MILLER A&D	100.00000000	CANADIAN NAT R.	100.00000000	
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**PERMITTED DEDUCTIONS - Jan 22, 2010**

LESSOR SHALL BEAR ITS PROPORTION OF ANY EXPENSES FOR SEPARATING, TREATING, PROCESSING AND TRANSPORTATION TO THE POINT OF SALE BEYOND THE POINT OF MEASUREMENTG  
50% CAP

**FREEHOLD MINERAL TAX - Jan 22, 2010**

LESSEE PAYS 83.5%

M23798	P	NGLSE	FH	Eff: Apr 20, 2001	64.750	C05817	A	Not Applicable	PLD	Area : WILLOW
<b>Sub:</b>	A	WI		Exp: Apr 19, 2002	64.750	ALPHABOW ENERGY			50.00000000	TWP 28 RGE 17 W4M NW 26
A		GULF		Ext: HBP	32.375	CANADIAN NAT R.			50.00000000	PNG TO BASE MANNVILLE
		ALPHABOW ENERGY								
100.00000000		CANADIAN NATUR.						Total Rental:	323.75	

Status	Hectares	Net	Hectares	Net
DEVELOPED	Prod: 0.000	0.000	NProd: 0.000	0.000
	Dev: 64.750	32.375	Undev: 0.000	0.000
	Prov: 0.000	0.000	NProv: 0.000	0.000

----- Related Contracts -----  
 C04844 A P&S Oct 18, 2017 (I)  
 C05817 A POOL Apr 20, 2001

----- Well U.W.I. Status/Type -----  
 100/13-26-028-17-W4/00 SUSP/GAS

### Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	N	N	100.00000000 % of PROD
<b>Roy Percent:</b>	20.00000000			
<b>Deduction:</b>	YES			

## ALPHABOW ENERGY LTD. Mineral Property Report

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

(cont'd)

M23798	A	<b>Gas: Royalty:</b> <b>S/S OIL: Min:</b> <b>Other Percent:</b>				<b>Min Pay:</b> <b>Div:</b> <b>Min:</b>	<b>Prod/Sales:</b> <b>Prod/Sales:</b> <b>Prod/Sales:</b>
		<b>Paid to:</b> LESSOR (M) CONOCOPHILLIPS4	<b>Max:</b> 100.00000000			<b>Paid by:</b> PREPL2 (C) CANADIAN NAT R.	100.00000000

**PERMITTED DEDUCTIONS - Jan 22, 2010**

CRUDE OIL: NO DEDUCTIONS TO POINT OF MEASUREMENT. BEYOND POINT OF MEASUREMENT LESSOR SHALL BEAR ITS PROPORTIONATE SHARE OF ACTUAL COSTS OF TRANSPORTATION TO THE POINT OF DELIVERY.

ALL OTHER LEASED SUBSTANCES: SAME AS CROWN - TOTAL OF COSTS NOT TO EXCEED 40% OF SALES VALUE.

**TAKE IN KIND - Jan 22, 2010**

LESSOR MAY TAKE IN KIND

**FREEHOLD MINERAL TAX - Jan 22, 2010**

LESSEE PAYS 100%

M23781	PNGLSE CR	<b>Eff:</b> Feb 08, 2001 <b>Exp:</b> Feb 07, 2006 <b>Ext:</b> 15	256.000 256.000 256.000	ALPHABOW ENERGY	100.00000000	WI	Area : WILLOW TWP 28 RGE 17 W4M SEC 27 PNG BELOW BASE BELLY_RIVER TO BASE MANNVILLE
<b>Sub:</b> A	WI						
A	0401020079						
	ALPHABOW ENERGY			Total Rental:	896.00		
100.00000000	ALPHABOW ENERGY						

Status	Hectares	Net	Hectares	Net
	<b>Prod:</b>	0.000	0.000	<b>NProd:</b> 0.000
DEVELOPED	<b>Dev:</b>	256.000	256.000	<b>Undev:</b> 0.000
	<b>Prov:</b>	0.000	0.000	<b>NProv:</b> 0.000

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

----- Well U.W.I. Status/Type -----  
 100/07-27-028-17-W4/00 FLOW/GAS

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\*\*REPORTED IN HECTARES\*\*

# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23781	A	<b>Royalty / Encumbrances</b>					
		<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>	
		LESSOR ROYALTY	ALL	Y	N	100.00000000 % of	
		<b>Roy Percent:</b>					
		<b>Deduction:</b> STANDARD					
		<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>	
		<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>	
		<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>	
		<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> WI (M)			
		ALBERTA ENERGY 100.00000000		ALPHABOW ENERGY 100.00000000			

M22037	PNGLSE CR	<b>Eff:</b> Oct 05, 1964	256.000	C05173 A No	BPPO	Area : WILLOW
<b>Sub:</b> A	WI	<b>Exp:</b> Oct 04, 1974	256.000	ALPHABOW ENERGY	12.50000000	TWP 028 RGE 17 W4M 28
A	4429A	<b>Ext:</b> 15	32.000	CANADIAN NATUR.	70.00000000	PNG TO BASE MANNVILLE
	CANADIAN NATUR.			PRAIRIE PROVIDE	17.50000000	EXCL NG IN GLAUCONITIC_SS
100.00000000	CANADIAN NATUR.	<b>Count Acreage =</b> No				

Total Rental: 896.00

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
DEVELOPED	Dev:	0.000	0.000	Undev:	0.000	0.000
	Prov:	256.000	32.000	NProv:	0.000	0.000
		0.000	0.000		0.000	0.000

----- **Related Contracts** -----

C04844 A	P&S	Oct 18, 2017 (I)
C05173 A	FO	Nov 13, 1981

----- **Well U.W.I.** **Status/Type** -----

100/06-28-028-17-W4/00	ABND ZN/GAS
100/06-28-028-17-W4/03	SUSP/GAS
100/06-28-028-17-W4/04	CMGLD/UNKNOWN

**Royalty / Encumbrances**



## ALPHABOW ENERGY LTD. Mineral Property Report

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)

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05173 A	GROSS OVERRIDE ROYALTY	ALL	N	N	62.50000000 % of PROD
	<b>Roy Percent:</b> 5.00000000				
	<b>Deduction:</b> UNKNOWN				
M22037	A				
	<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
	<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
	<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
	<b>Paid to:</b> PAIDTO (R)		<b>Paid by:</b> BPPO (C)		
	SIGNALTA RESOU. 100.00000000		ALPHABOW ENERGY 12.50000000		
			CANADIAN NATUR. 70.00000000		
			PRAIRIE PROVIDE 17.50000000		

### Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05173 A	GROSS OVERRIDE ROYALTY	ALL	Y	N	100.00000000 % of PROD
	<b>Roy Percent:</b>				
	<b>Deduction:</b> UNKNOWN				
	<b>Gas: Royalty:</b> 3.75000000		<b>Min Pay:</b>		<b>Prod/Sales:</b>
	<b>S/S OIL: Min:</b> 1.25000000	<b>Max:</b> 3.75000000	<b>Div:</b> 600.00000		<b>Prod/Sales:</b>
	<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
	<b>Paid to:</b> PAIDTO (R)		<b>Paid by:</b> BPPO (C)		
	CANADIAN NATUR. 100.00000000		ALPHABOW ENERGY 12.50000000		
			CANADIAN NATUR. 70.00000000		
			PRAIRIE PROVIDE 17.50000000		

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

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)

M22037	A	<b>Roy Percent:</b> <b>Deduction:</b> STANDARD <b>Gas: Royalty:</b> <b>S/S OIL: Min:</b> <b>Other Percent:</b>					
			<b>Max:</b>	<b>Min Pay:</b>	<b>Div:</b>	<b>Min:</b>	<b>Prod/Sales:</b>
				<b>Min:</b>			<b>Prod/Sales:</b>
		<b>Paid to:</b> PAIDTO (R) MINISTER OF FI.	100.00000000	<b>Paid by:</b> BPPO (C) ALPHABOW ENERGY	12.50000000	CANADIAN NATUR.	70.00000000
				PRAIRIE PROVIDE	17.50000000		

M22037	PNGLSE CR	Eff: Oct 05, 1964	256.000	C05173 B No	BPPO	BPPO2	Area : WILLOW
<b>Sub:</b> B	PEN	<b>Exp:</b> Oct 04, 1974	256.000	PRAIRIE PROVIDE	53.84615000	17.50000000	TWP 028 RGE 17 W4M 28
A	4429A	<b>Ext:</b> 15	0.000	CANADIAN NAT R.	46.15385000	15.00000000	NG IN GLAUCONITIC_SS
	CANADIAN NATUR.			ALPHABOW ENERGY		12.50000000	
100.00000000	CANADIAN NATUR.			CANADIAN NATUR.		55.00000000	
				Total Rental: 0.00			

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

C04844 A	P&S	Oct 18, 2017 (I)
C05173 B	FO	Nov 13, 1981

Status	Hectares	Net	Hectares	Net	----- Well U.W.I. -----	Status/Type -----
	<b>Prod:</b> 0.000	0.000	<b>NProd:</b> 0.000	0.000	100/06-28-028-17-W4/02	SUSP/GAS
DEVELOPED	<b>Dev:</b> 256.000	0.000	<b>Undev:</b> 0.000	0.000		
	<b>Prov:</b> 0.000	0.000	<b>NProv:</b> 0.000	0.000		

### Royalty / Encumbrances

<Linked> Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
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## ALPHABOW ENERGY LTD. Mineral Property Report

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)

C05173 B GROSS OVERRIDE ROYALTY ALL Y N 100.00000000 % of PROD

**Roy Percent:**

**Deduction:** UNKNOWN

M22037 B **Gas: Royalty:** 3.75000000 **Min Pay:** **Prod/Sales:**

**S/S OIL: Min:** 1.25000000 **Max:** 3.75000000 **Div:** 600.00000 **Prod/Sales:**

**Other Percent:** **Min:** **Prod/Sales:**

<b>Paid to:</b> PAIDTO (R)	<b>Paid by:</b> BPPO (C)
CANADIAN NATUR. 100.00000000	PRAIRIE PROVIDE 53.84615000
	CANADIAN NAT R. 46.15385000
	ALPHABOW ENERGY
	CANADIAN NATUR.

**GENERAL COMMENTS - Aug 29, 2012**  
NEED TO VERIFY

### Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05173 B	GROSS OVERRIDE ROYALTY	ALL	N	N	62.50000000 % of PROD

**Roy Percent:** 5.00000000

**Deduction:** UNKNOWN

**Gas: Royalty:** **Min Pay:** **Prod/Sales:**

**S/S OIL: Min:** **Max:** **Div:** **Prod/Sales:**

**Other Percent:** **Min:** **Prod/Sales:**

<b>Paid to:</b> PAIDTO (R)	<b>Paid by:</b> BPPO (C)
SIGNALTA RESOU. 100.00000000	PRAIRIE PROVIDE 53.84615000
	CANADIAN NAT R. 46.15385000
	ALPHABOW ENERGY

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# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M22037 B CANADIAN NATUR.

### GENERAL COMMENTS - Aug 29, 2012

NEED TO VERIFY

<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of PROD
<b>Roy Percent:</b>				
<b>Deduction:</b> STANDARD				
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
<b>Paid to:</b> PAIDTO (R)		<b>Paid by:</b> BPPO (C)		
MINISTER OF FI. 100.00000000		PRAIRIE PROVIDE 53.84615000		
		CANADIAN NAT R. 46.15385000		
		ALPHABOW ENERGY		
		CANADIAN NATUR.		

M23811	PNGLSE CR	<b>Eff:</b> Feb 08, 2001	256.000	C05844 A No	WI	Area : WILLOW
<b>Sub:</b> A	WI	<b>Exp:</b> Feb 07, 2006	256.000	ALPHABOW ENERGY	100.00000000	TWP 28 RGE 17 W4M SEC 34
A	0401020080	<b>Ext:</b> 15	256.000			PNG BELOW BASE
	ALPHABOW ENERGY			Total Rental: 896.00		SECOND_WHITE_SPECKS TO BASE
100.00000000	ALPHABOW ENERGY					MANNVILLE

<b>Status</b>	<b>Hectares</b>	<b>Net</b>	<b>Hectares</b>	<b>Net</b>	<b>----- Related Contracts -----</b>
<b>Prod:</b>	0.000	0.000	<b>NProd:</b>	0.000	C04844 A P&S Oct 18, 2017 (I)

### ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23811										
<b>Sub:</b> A	DEVELOPED	<b>Dev:</b>	256.000	256.000	<b>Undev:</b>	0.000	0.000	C05844 A	SRFIO	Dec 23, 2002
		<b>Prov:</b>	0.000	0.000	<b>NProv:</b>	0.000	0.000			

----- Well U.W.I. Status/Type -----  
100/07-34-028-17-W4/00 FLOW/GAS

#### Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05844 A	GROSS OVERRIDE ROYALTY	ALL	Y	N	100.00000000 % of PROD
	<b>Roy Percent:</b> 10.00000000				
	<b>Deduction:</b> YES				
	<b>Gas: Royalty:</b>		<b>Min Pay:</b> 0		<b>Prod/Sales:</b> PROD
	<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b> 0		<b>Prod/Sales:</b> PROD
	<b>Other Percent:</b> 0		<b>Min:</b>		<b>Prod/Sales:</b>

**Paid to:** ROYPDTO (C) **Paid by:** WI (C)  
PRAIRIESKY 100.00000000 ALPHABOW ENERGY 100.00000000

#### PERMITTED DEDUCTIONS - 1997 CAPL FO & ROYALTY PROCEDURE - ALT 1 - SAME AS CROWN

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

**Paid to:** DEPOSITO(M) **Paid by:** WI (C)

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# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23811	A	AB MINISTER FIN	100.00000000	ALPHABOW ENERGY	100.00000000		
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M23758	NGLSE	CR	Eff: Sep 29, 1960	384.000		WI	Area : DRUMHELLER
Sub: C	ROY		Exp: Sep 28, 1981	192.000	OBSIDIAN ENERGY	25.00000000	TWP 28 RGE 18 W4M N & SE 28
A	543A		Ext: 15	0.000	CANADIAN NATUR.	75.00000000	NG IN LOWER_BLAIRMORE
		CANADIAN NATUR.					
100.00000000		CANADIAN NATUR.					

Total Rental: 0.00

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

C04844 A	P&S	Oct 18, 2017 (I)
C05766 D	ORR	Nov 25, 1959

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
UNDEVELOPED	Dev:	0.000	0.000	Undev:	192.000	0.000
	Prov:	0.000	0.000	NProv:	0.000	0.000

### Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05766 D	GROSS OVERRIDE ROYALTY	ALL	Y	N	100.00000000 % of
	<b>Roy Percent:</b>				
	<b>Deduction:</b> YES				
	<b>Gas: Royalty:</b> 7.50000000		<b>Min Pay:</b>		<b>Prod/Sales:</b>
	<b>S/S OIL: Min:</b> 2.50000000	<b>Max:</b> 7.50000000	<b>Div:</b> 11091825		<b>Prod/Sales:</b>
	<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
	<b>Paid to:</b> ROYPDTO (C)		<b>Paid by:</b> ROYPDBY (C)		
	ALPHABOW ENERGY 100.00000000		OBSIDIAN ENERGY 25.00000000		
			CANADIAN NATUR. 75.00000000		

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\*\*REPORTED IN HECTARES\*\*

# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23758 C

**GENERAL COMMENTS -**

ROYALTY RATE IS EQUAL TO 50% OF CROWN S/S ROYALTY. CROWN ROYALTY IS 15% GAS; 5-15% OIL; DIV 23.8365%. ROYALTY HAS BEEN GROSSED DOWN BY THE 50%. IF CROWN ROYALTY CHANGES THIS ROYALTY WILL HAVE TO BE UPDATED.

**PERMITTED DEDUCTIONS -**

EQUAL TO 50% OF CROWN ROYALTY DEDUCTIONS

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of
<b>Roy Percent:</b>				
<b>Deduction:</b> STANDARD				
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> WI (M)		
ALBERTA ENERGY 100.00000000		OBSIDIAN ENERGY 25.00000000		
		CANADIAN NATUR. 75.00000000		

M23758	NGLSE	CR	<b>Eff:</b> Sep 29, 1960	384.000		WI	Area : DRUMHELLER
<b>Sub:</b> A	ROY		<b>Exp:</b> Sep 28, 1981	128.000	VINTAGE3	25.00000000	TWP 28 RGE 18 W4M N 33
A	543A		<b>Ext:</b> 15	0.000	CANADIAN NATUR.	75.00000000	NG IN LOWER_BLAIRMORE
					CANADIAN NATUR.		
100.00000000					CANADIAN NATUR.		

Total Rental: 0.00

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

C04844 A	P&S	Oct 18, 2017 (I)
C05766 C	ORR	Nov 25, 1959

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
		0.000	0.000		0.000	0.000

## ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23758

<b>Sub:</b> A	UNDEVELOPED	<b>Dev:</b>	0.000	0.000	<b>Undev:</b>	128.000	0.000
		<b>Prov:</b>	0.000	0.000	<b>NProv:</b>	0.000	0.000

### Royalty / Encumbrances

<b>&lt;Linked&gt;</b>	<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>	
C05766 C	GROSS OVERRIDE ROYALTY	ALL	Y	N	100.00000000	% of PROD
	<b>Roy Percent:</b>					
	<b>Deduction:</b> YES					
	<b>Gas: Royalty:</b> 7.50000000		<b>Min Pay:</b>		<b>Prod/Sales:</b>	
	<b>S/S OIL: Min:</b> 2.50000000	<b>Max:</b> 7.50000000	<b>Div:</b> 11.91825		<b>Prod/Sales:</b>	
	<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>	
<b>Paid to:</b> ROYPDTO (C)		<b>Paid by:</b> ROYPDBY (C)				
	ALPHABOW ENERGY 100.00000000		VINTAGE3 25.00000000			
			CANADIAN NATUR. 75.00000000			

**GENERAL COMMENTS -**

ROYALTY RATE IS EQUAL TO 50% OF CROWN S/S ROYALTY. CROWN ROYALTY IS 15% GAS; 5-15% OIL; DIV 23.8365%. ROYALTY HAS BEEN GROSSED DOWN BY THE 50%. IF CROWN ROYALTY CHANGES THIS ROYALTY WILL HAVE TO BE UPDATED.

**PERMITTED DEDUCTIONS -**

EQUAL TO 50% OF CROWN ROYALTY DEDUCTIONS ALLOWED

<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>	
LESSOR ROYALTY	ALL	Y	N	100.00000000	% of
<b>Roy Percent:</b>					
<b>Deduction:</b> STANDARD					



**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)

M23758	A	<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>	
		<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>	
		<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>	
	<b>Paid to:</b> LESSOR (M)			<b>Paid by:</b> WI (M)			
	ALBERTA ENERGY	100.00000000		VINTAGE3	25.00000000		
				CANADIAN NATUR.	75.00000000		

M23794	PNGLSE CR	<b>Eff:</b> Apr 05, 2001	256.000			WI	Area : DRUMHELLER
<b>Sub:</b> A	WI	<b>Exp:</b> Apr 04, 2006	256.000	ALPHABOW ENERGY	100.00000000		TWP 28 RGE 18 W4M 34
A	0401040069	<b>Ext:</b> 15	256.000				PNG BELOW BASE
	ALPHABOW ENERGY			Total Rental:	896.00		SECOND_WHITE_SPECKS TO BASE
100.00000000	ALPHABOW ENERGY						MANNVILLE
							(SURFACE ACCESS RESTRICTED)

Status	Prod:	Hectares	Net	NProd:	Hectares	Net	
DEVELOPED		0.000	0.000		0.000	0.000	----- Related Contracts -----
	<b>Dev:</b>	256.000	256.000	<b>Undev:</b>	0.000	0.000	C04844 A P&S Oct 18, 2017 (I)
	<b>Prov:</b>	0.000	0.000	<b>NProv:</b>	0.000	0.000	

----- Well U.W.I. Status/Type -----  
100/11-34-028-18-W4/00 PUMP/GAS  
100/08-34-028-18-W4/00 PUMP/GAS

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

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\*\*REPORTED IN HECTARES\*\*

# ALPHABOW ENERGY LTD. Mineral Property Report

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)

<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> WI (M)	
ALBERTA ENERGY	100.00000000	ALPHABOW ENERGY	100.00000000

M23676	PNGLSE CR	<b>Eff:</b> Oct 03, 2002	256.000		WI	Area : DRUMHELLER
<b>Sub:</b> A	WI	<b>Exp:</b> Oct 02, 2007	256.000	ALPHABOW ENERGY	100.00000000	TWP 28 RGE 19 W4M 36
A	0402100051	<b>Ext:</b> 15	256.000			PNG BELOW BASE MEDICINE_HAT_SD
	ALPHABOW ENERGY			Total Rental:	896.00	TO BASE MANNVILLE
100.00000000	ALPHABOW ENERGY					

Status		Hectares	Net		Hectares	Net
	<b>Prod:</b>	0.000	0.000	<b>NProd:</b>	0.000	0.000
DEVELOPED	<b>Dev:</b>	256.000	256.000	<b>Undev:</b>	0.000	0.000
	<b>Prov:</b>	0.000	0.000	<b>NProv:</b>	0.000	0.000

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

----- Well U.W.I. Status/Type -----  
102/01-36-028-19-W4/00 PUMP/GAS  
100/14-36-028-19-W4/00 SUSP/GAS

### Royalty / Encumbrances

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

<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> WI (M)	
ALBERTA ENERGY	100.00000000	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
M21750	PNGLSE FH	Eff: Jun 08, 1955	256.000	C04973 A	Yes	WI		UNIT	Area : DRUMHELLER
<b>Sub:</b> A	WI	<b>Exp:</b> Jun 07, 1965	256.000	ALPHABOW ENERGY		50.00000000	18.08790000	TWP 028 RGE 20 W4M 22	
A	852 CPR PL	<b>Ext:</b> HBP	128.000	TORXEN ENERGY		6.25000000	64.83789060	(WAYNE ROSEDALE GLAUCONITE	
	TORXEN ENERGY			PALLISER PRODUC		43.75000000		UNIT NO. 1 - TRACT NO. 1)	
100.00000000	TORXEN ENERGY			BEARSPAW PETROL			4.29609140	NG IN GLAUCONITIC_SS	
				BLUE SPRINGS EN			12.77811800		
				CENOVUS ENERGY					

Total Rental: 640.00

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

C04844 A	P&S	Oct 18, 2017 (I)
C04973 A	JOA	Nov 25, 1952
C06062	UNIT	Nov 01, 1964
C06062 A	UNIT	Nov 01, 1964

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
DEVELOPED	Dev:	0.000	0.000	Undev:	0.000	0.000
	Prov:	256.000	128.000	NProv:	0.000	0.000
		0.000	0.000		0.000	0.000

----- Well U.W.I. Status/Type -----  
100/10-22-028-20-W4/00 PROD/GAS

**Royalty / Encumbrances**

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	N	N	100.00000000 % of PROD
<b>Roy Percent:</b>	12.50000000			
<b>Deduction:</b>	UNKNOWN			
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
<b>Paid to:</b> DEPOSITO(M)		<b>Paid by:</b> WI	(C)	
PRAIRIESKY	100.00000000	ALPHABOW ENERGY	50.00000000	
		TORXEN ENERGY	6.25000000	
		PALLISER PRODUC	43.75000000	

**ALPHABOW ENERGY LTD.  
 Mineral Property Report**

\*\*REPORTED IN HECTARES\*\*

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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

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(cont'd)

M21750 A PERMITTED DEDUCTIONS - Aug 29, 2012  
 NO  
 NO DEDUCTIONS

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**Related Units**

Unit File No	Effective Date	Unit Name	Unit Operator
C06062	Nov 01, 1964	WAYNE ROSEDALE GLAUCONITIC UNIT	NTORXEN ENERGY
<b>Zone:</b>		NG IN GLAUCONITIC SS.	
Unit File No	Effective Date	Unit Name	Unit Operator
C06062	Nov 01, 1964	WAYNE ROSEDALE GLAUCONITIC UNIT	NTORXEN ENERGY
<b>Sub: A</b>	<b>Tract Number:</b>	SEC. 22-28-20W4	<b>Tract Part%:</b> 5.13484000

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M21750	PNGLSE	FH	<b>Eff:</b> Jun 08, 1955	256.000	C04973	A	Yes	WI	Area : DRUMHELLER
<b>Sub:</b> B	WI		<b>Exp:</b> Jun 07, 1965	256.000	ALPHABOW ENERGY			50.00000000	TWP 028 RGE 20 W4M 22
A	852 CPR PL		<b>Ext:</b> HBP	128.000	TORXEN ENERGY			6.25000000	(COMP. ROYALTY ENCANA SECTION
	TORXEN ENERGY				PALLISER PRODUC			43.75000000	22 EFF. DEC 2008)
100.00000000	TORXEN ENERGY	<b>Count</b>	<b>Acreege =</b>	No					PET IN GLAUCONITIC_SS
			<b>Total Rental:</b>	0.00					

---

----- Related Contracts -----						
Status		Hectares	Net	Hectares	Net	
	<b>Prod:</b>	0.000	0.000	<b>NProd:</b>	0.000	0.000
DEVELOPED	<b>Dev:</b>	256.000	128.000	<b>Undev:</b>	0.000	0.000
	<b>Prov:</b>	0.000	0.000	<b>NProv:</b>	0.000	0.000

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**Royalty / Encumbrances**

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# ALPHABOW ENERGY LTD. Mineral Property Report

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)

	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
	LESSOR ROYALTY	ALL	N	N	100.00000000 % of PROD
	<b>Roy Percent:</b> 12.50000000				
	<b>Deduction:</b> UNKNOWN				
M21750	B		<b>Min Pay:</b>		<b>Prod/Sales:</b>
	<b>Gas: Royalty:</b>		<b>Div:</b>		<b>Prod/Sales:</b>
	<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Min:</b>		<b>Prod/Sales:</b>
	<b>Other Percent:</b>				
	<b>Paid to:</b> DEPOSITO(M)		<b>Paid by:</b> WI (C)		
	PRAIRIESKY 100.00000000		ALPHABOW ENERGY 50.00000000		
			TORXEN ENERGY 6.25000000		
			PALLISER PRODUC 43.75000000		
<b>PERMITTED DEDUCTIONS - Aug 29, 2012</b>					
NO					
NO DEDUCTIONS					

M21745	PNGLSE FH	<b>Eff:</b> Jan 02, 1958	256.000	C04973 A Yes	WI	Area : DRUMHELLER
<b>Sub:</b> A	WI	<b>Exp:</b> Jan 01, 1968	256.000	ALPHABOW ENERGY	50.00000000	TWP 028 RGE 20 W4M 23
A	2113 CPR PL	<b>Ext:</b> HBP	128.000	TORXEN ENERGY	6.25000000	(COMP. ROYALTY ENCANA SECTION
	CENOVUS ENERGY			PALLISER PRODUC	43.75000000	23 EFF. DEC 2008)
100.00000000	TORXEN ENERGY	<b>Count Acreage =</b> No				PET IN GLAUCONITIC_SS;
				Total Rental: 640.00		PNG IN OSTRACOD_ZONE

Status	Prod:	Hectares	Net	NProd:	Hectares	Net	----- Related Contracts -----
UNDEVELOPED	Dev:	0.000	0.000	Undev:	0.000	0.000	C04844 A P&S Oct 18, 2017 (I)
	Prov:	0.000	0.000	NProv:	256.000	128.000	C04973 A JOA Nov 25, 1952
					0.000	0.000	----- Well U.W.I. Status/Type -----

Report Date: Sep 04, 2024

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\*\*REPORTED IN HECTARES\*\*

# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M21745	A						100/01-23-028-20-W4/00 PROD/GAS
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### Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	N	N	100.00000000 % of PROD
<b>Roy Percent:</b>	12.50000000			
<b>Deduction:</b>	UNKNOWN			
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
<b>Paid to:</b> DEPOSITO(M)		<b>Paid by:</b> WI	(C)	
PRAIRIESKY	100.00000000	ALPHABOW ENERGY	50.00000000	
		TORXEN ENERGY	6.25000000	
		PALLISER PRODUC	43.75000000	

#### GENERAL COMMENTS - Aug 29, 2012

NO ALLOWABLE DEDUCTIONS

#### PERMITTED DEDUCTIONS - Aug 29, 2012

NO

NO ALLOWABLE DEDUCTIONS, NATURAL GAS CANNOT BE LESS THAN 3/4 CENT PER THOUSAND CUBIC FEET

#### TAKE IN KIND - Aug 29, 2012

NO

#### TAKEOVER - Aug 29, 2012

NO

#### SURRENDER NOTICE - Aug 29, 2012

NO

#### INSURANCE - 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	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held

(cont'd)

M21745	A	<b>WELLS PERTAINING TO ROYALTY - Aug 29, 2012</b>					
		YES					
		<b>ROFR - Aug 29, 2012</b>					
		NO					

M21745	PNGLSE	FH	<b>Eff:</b> Jan 02, 1958	256.000	C04973	A	Yes	WI	UNIT	Area : DRUMHELLER
<b>Sub:</b> B	WI		<b>Exp:</b> Jan 01, 1968	256.000	ALPHABOW ENERGY			50.00000000	18.08790000	TWP 028 RGE 20 W4M 23
A	2113 CPR PL		<b>Ext:</b> HBP	128.000	TORXEN ENERGY			6.25000000	64.83789060	(WAYNE ROSEDALE GLAUCONITE
	TORXEN ENERGY				PALLISER PRODUC			43.75000000		UNIT NO. 1 - TRACT NO. 2)
100.00000000	TORXEN ENERGY				BEARSPAW PETROL				4.29609140	NG IN GLAUCONITIC_SS
					BLUE SPRINGS EN				12.77811800	
					CENOVUS ENERGY					

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

C04844	A	P&S	Oct 18, 2017 (I)
C04973	A	JOA	Nov 25, 1952
C06062		UNIT	Nov 01, 1964
C06062	B	UNIT	Nov 01, 1964

Total Rental: 0.00

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
DEVELOPED		0.000	0.000		0.000	0.000
	<b>Dev:</b>	256.000	128.000	<b>Undev:</b>	0.000	0.000
	<b>Prov:</b>	0.000	0.000	<b>NProv:</b>	0.000	0.000

Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	N	N	100.00000000 % of PROD
<b>Roy Percent:</b>	12.50000000			
<b>Deduction:</b>	UNKNOWN			
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>				

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# ALPHABOW ENERGY LTD. Mineral Property Report

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)

<b>Other Percent:</b>	<b>Max:</b>	<b>Div:</b>	<b>Prod/Sales:</b>
		<b>Min:</b>	<b>Prod/Sales:</b>
<b>Paid to:</b> DEPOSITO(M)		<b>Paid by:</b> WI (C)	
PRAIRIESKY	100.00000000	ALPHABOW ENERGY	50.00000000
		TORXEN ENERGY	6.25000000
		PALLISER PRODUC	43.75000000

**GENERAL COMMENTS - Aug 29, 2012**

NO ALLOWABLE DEDUCTIONS

**PERMITTED DEDUCTIONS - Aug 29, 2012**

NO

NO ALLOWABLE DEDUCTIONS, NATURAL GAS CANNOT BE LESS THAN 3/4 CENT PER THOUSAND CUBIC FEET

**TAKE IN KIND - Aug 29, 2012**

NO

**TAKEOVER - Aug 29, 2012**

NO

**SURRENDER NOTICE - Aug 29, 2012**

NO

**INSURANCE - Aug 29, 2012**

NO

**WELLS PERTAINING TO ROYALTY - Aug 29, 2012**

YES

**ROFR - Aug 29, 2012**

NO

**Related Units**

Unit File No	Effective Date	Unit Name	Unit Operator
C06062	Nov 01, 1964	WAYNE ROSEDALE GLAUCONITIC UNIT	TORXEN ENERGY
<b>Zone:</b>		NG IN GLAUCONITIC SS.	



**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)

M21745	B			<b>Related Units</b>			
		<b>Unit File No</b>	<b>Effective Date</b>	<b>Unit Name</b>		<b>Unit Operator</b>	
		C06062	Nov 01, 1964	WAYNE ROSEDALE GLAUCONITIC UNIT		NTORXEN ENERGY	
		<b>Sub: B</b>	<b>Tract Number:</b>	SEC. 23-28-20W4		<b>Tract Part%:</b>	1.19200000

M21749	PNGLSE	FH	<b>Eff:</b> Feb 22, 1955	256.000	C04973	A	Yes	WI	Area : DRUMHELLER
<b>Sub: A</b>	WI		<b>Exp:</b> Feb 21, 1965	256.000	ALPHABOW ENERGY			50.00000000	TWP 028 RGE 20 W4M 27
A	853 CPR PL		<b>Ext:</b> HBP	128.000	TORXEN ENERGY			6.25000000	(COMP. ROYALTY ENCANA SECTION
	TORXEN ENERGY				PALLISER PRODUC			43.75000000	27 EFF. DEC 2008)
100.00000000	TORXEN ENERGY		<b>Count Acreage =</b>	No					PNG IN FOREMOST;
					Total Rental:			640.00	PNG IN BASAL_BELLY_RIVER;
									PET IN GLAUCONITIC_SS

Status	Prod:	Hectares	Net	NProd:	Hectares	Net	----- Related Contracts -----
UNDEVELOPED	Dev:	0.000	0.000	Undev:	256.000	128.000	C04844 A P&S Oct 18, 2017 (I)
	Prov:	0.000	0.000	NProv:	0.000	0.000	C04973 A JOA Nov 25, 1952

----- Well U.W.I. Status/Type -----				
				100/16-27-028-20-W4/00 STANDING/UNKN
				100/16-27-028-20-W4/02 SUSP/GAS

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

**ALPHABOW ENERGY LTD.  
Mineral Property Report**

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)

<b>Paid to:</b>	DEPOSITO(M)	<b>Paid by:</b>	WI	(C)
PRAIRIESKY	100.00000000	ALPHABOW ENERGY	50.00000000	
		TORXEN ENERGY	6.25000000	
		PALLISER PRODUC	43.75000000	

**GENERAL COMMENTS - Aug 29, 2012**

NO ALLOWABLE DEDUCTIONS

**PERMITTED DEDUCTIONS - Aug 29, 2012**

NO

NO ALLOWABLE DEDUCTIONS

**TAKE IN KIND - Aug 29, 2012**

NO

**TAKEOVER - Aug 29, 2012**

NO

**SURRENDER NOTICE - Aug 29, 2012**

NO

**INSURANCE - Aug 29, 2012**

NO

**WELLS PERTAINING TO ROYALTY - Aug 29, 2012**

YES

**ROFR - Aug 29, 2012**

NO

M21749	PNGLSE	FH	<b>Eff:</b> Feb 22, 1955	256.000	C04973	A	Yes	WI	UNIT	Area : DRUMHELLER
<b>Sub:</b> B	WI		<b>Exp:</b> Feb 21, 1965	256.000	ALPHABOW ENERGY			50.00000000	18.08790000	TWP 028 RGE 20 W4M 27
A	853 CPR PL		<b>Ext:</b> HBP	128.000	TORXEN ENERGY			6.25000000	64.83789060	(WAYNE ROSEDALE GLAUCONITE
	TORXEN ENERGY				PALLISER PRODUC			43.75000000		UNIT NO. 1 - TRACT NO. 4)
100.00000000	TORXEN ENERGY				BEARSPAW PETROL				4.29609140	NG IN GLAUCONITIC_SS

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# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M21749

Sub: B

BLUE SPRINGS EN 12.77811800

CENOVUS ENERGY

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

Total Rental: 0.00

C04844 A	P&S	Oct 18, 2017 (I)
C04973 A	JOA	Nov 25, 1952
C06062	UNIT	Nov 01, 1964
C06062 C	UNIT	Nov 01, 1964

Status		Hectares	Net		Hectares	Net
	Prod:	0.000	0.000	NProd:	0.000	0.000
DEVELOPED	Dev:	256.000	128.000	Undev:	0.000	0.000
	Prov:	0.000	0.000	NProv:	0.000	0.000

----- Well U.W.I. Status/Type -----  
100/11-27-028-20-W4/00 PROD/GAS

### Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	N	N	100.00000000 % of PROD
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:
Paid to: DEPOSITO(M)		Paid by: WI	(C)	
PRAIRIESKY	100.00000000	ALPHABOW ENERGY	50.00000000	
		TORXEN ENERGY	6.25000000	
		PALLISER PRODUC	43.75000000	

**GENERAL COMMENTS - Aug 29, 2012**  
NO ALLOWABLE DEDUCTIONS  
**PERMITTED DEDUCTIONS - Aug 29, 2012**  
NO

## ALPHABOW ENERGY LTD. Mineral Property Report

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)

M21749	B	NO ALLOWABLE DEDUCTIONS					
		<b>TAKE IN KIND - Aug 29, 2012</b>					
		NO					
		<b>TAKEOVER - Aug 29, 2012</b>					
		NO					
		<b>SURRENDER NOTICE - Aug 29, 2012</b>					
		NO					
		<b>INSURANCE - Aug 29, 2012</b>					
		NO					
		<b>WELLS PERTAINING TO ROYALTY - Aug 29, 2012</b>					
		YES					
		<b>ROFR - Aug 29, 2012</b>					
		NO					

### Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
C06062	Nov 01, 1964	WAYNE ROSEDALE GLAUCONITIC UNIT	NTORXEN ENERGY
<b>Zone:</b>		NG IN GLAUCONITIC SS.	
Unit File No	Effective Date	Unit Name	Unit Operator
C06062	Nov 01, 1964	WAYNE ROSEDALE GLAUCONITIC UNIT	NTORXEN ENERGY
<b>Sub: C</b>	<b>Tract Number:</b>	SEC. 27-28-20W4	<b>Tract Part%:</b> 9.68933000

M21746	PNGLSE	FH	<b>Eff:</b> Jan 02, 1958	256.000	C04973	A	Yes	WI	UNIT	Area : DRUMHELLER
<b>Sub:</b> A	UN		<b>Exp:</b> Jan 01, 1968	256.000	ALPHABOW ENERGY			50.00000000	18.08790000	TWP 028 RGE 20 W4M 28
A	2114 CPR PL		<b>Ext:</b> UNIT	128.000	TORXEN ENERGY			6.25000000	64.83789060	(WAYNE ROSEDALE GLAUCONITE
	TORXEN ENERGY				PALLISER PRODUC			43.75000000		UNIT NO. 1 - TRACT NO. 5)

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# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M21746

Sub: A

100.00000000 TORXEN ENERGY

BEARSPAW PETROL  
BLUE SPRINGS EN  
CENOVUS ENERGY

4.29609140  
12.77811800

NG IN GLAUCONITIC\_SS

Total Rental: 640.00

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

C04844 A	P&S	Oct 18, 2017 (I)
C04973 A	JOA	Nov 25, 1952
C06062	UNIT	Nov 01, 1964
C06062 D	UNIT	Nov 01, 1964

Status		Hectares	Net		Hectares	Net
	Prod:	0.000	0.000	NProd:	0.000	0.000
DEVELOPED	Dev:	256.000	128.000	Undev:	0.000	0.000
	Prov:	0.000	0.000	NProv:	0.000	0.000

----- Well U.W.I. Status/Type -----

100/02-28-028-20-W4/02	PROD/GAS
100/13-28-028-20-W4/02	PROD/GAS

### Royalty / Encumbrances

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

Paid to: DEPOSITO(M)  
PRAIRIESKY 100.00000000

Paid by: WI (C)  
ALPHABOW ENERGY 50.00000000  
TORXEN ENERGY 6.25000000  
PALLISER PRODUC 43.75000000

GENERAL COMMENTS - Aug 29, 2012  
NO ALLOWABLE DEDUCTIONS

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## ALPHABOW ENERGY LTD. Mineral Property Report

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)

M21746	A	<b>PERMITTED DEDUCTIONS - Aug 29, 2012</b> NO NO ALLOWABLE DEDUCTIONS, NATURAL GAS CANNOT BE LESS THAN 3/4 CENT PER THOUSAND CUBIC FEET <b>TAKE IN KIND - Aug 29, 2012</b> NO <b>TAKEOVER - Aug 29, 2012</b> NO <b>SURRENDER NOTICE - Aug 29, 2012</b> NO <b>INSURANCE - Aug 29, 2012</b> NO <b>WELLS PERTAINING TO ROYALTY - Aug 29, 2012</b> YES <b>ROFR - Aug 29, 2012</b> NO					
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### Related Units

<b>Unit File No</b>	<b>Effective Date</b>	<b>Unit Name</b>	<b>Unit Operator</b>
C06062	Nov 01, 1964	WAYNE ROSEDALE GLAUCONITIC UNIT	NTORXEN ENERGY
<b>Zone:</b>		NG IN GLAUCONITIC SS.	
<b>Unit File No</b>	<b>Effective Date</b>	<b>Unit Name</b>	<b>Unit Operator</b>
C06062	Nov 01, 1964	WAYNE ROSEDALE GLAUCONITIC UNIT	NTORXEN ENERGY
<b>Sub: D</b>	<b>Tract Number:</b>	SEC. 28-28-20W4	<b>Tract Part%:</b> 4.30235000

M21746	PNGLSE	FH	Eff: Jan 02, 1958	256.000	C04973	A Yes	WI	Area : DRUMHELLER
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**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)

M21746							
<b>Sub:</b> B	WI	<b>Exp:</b> Jan 01, 1968	256.000	ALPHABOW ENERGY	50.00000000		TWP 028 RGE 20 W4M 28
A	2114 CPR PL	<b>Ext:</b> UNIT	128.000	TORXEN ENERGY	6.25000000		(COMP. ROYALTY ENCANA SECTION
	TORXEN ENERGY			PALLISER PRODUC	43.75000000		28 EFF. DEC 2008)
100.00000000	TORXEN ENERGY	<b>Count Acreage =</b> No					PNG IN BASAL_BELLY_RIVER;
				Total Rental:	0.00		PET IN GLAUCONITIC_SS

Status		Hectares	Net		Hectares	Net
	<b>Prod:</b>	0.000	0.000	<b>NProd:</b>	0.000	0.000
DEVELOPED	<b>Dev:</b>	256.000	128.000	<b>Undev:</b>	0.000	0.000
	<b>Prov:</b>	0.000	0.000	<b>NProv:</b>	0.000	0.000

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

C04844 A	P&S	Oct 18, 2017 (I)
C04973 A	JOA	Nov 25, 1952

----- Well U.W.I. Status/Type -----

100/04-28-028-20-W4/02	PROD/GAS
100/14-28-028-20-W4/00	STANDING/UNKN
100/14-28-028-20-W4/02	PROD/GAS

**Royalty / Encumbrances**

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	N	N	100.00000000 % of PROD
<b>Roy Percent:</b>	12.50000000			
<b>Deduction:</b>	NO			
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>

**Paid to:** DEPOSITO(M)  
PRAIRIESKY 100.00000000

**Paid by:** WI (C)  
ALPHABOW ENERGY 50.00000000  
TORXEN ENERGY 6.25000000  
PALLISER PRODUC 43.75000000

**GENERAL COMMENTS - Aug 29, 2012**  
NO ALLOWABLE DEDUCTIONS

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## ALPHABOW ENERGY LTD. Mineral Property Report

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)

M21746	B	<b>PERMITTED DEDUCTIONS - Aug 29, 2012</b> NO NO ALLOWABLE DEDUCTIONS, NATURAL GAS CANNOT BE LESS THAN 3/4 CENT PER THOUSAND CUBIC FEET <b>TAKE IN KIND - Aug 29, 2012</b> NO <b>TAKEOVER - Aug 29, 2012</b> NO <b>SURRENDER NOTICE - Aug 29, 2012</b> NO <b>INSURANCE - Aug 29, 2012</b> NO <b>WELLS PERTAINING TO ROYALTY - Aug 29, 2012</b> YES <b>ROFR - Aug 29, 2012</b> NO
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M21746	PNGLSE FH	<b>Eff:</b> Jan 02, 1958 <b>Sub:</b> C ROY 2114 CPR PL TORXEN ENERGY TORXEN ENERGY	<b>Exp:</b> Jan 01, 1968 <b>Ext:</b> UNIT	256.000 256.000 0.000	C04992 A No TORXEN ENERGY PALLISER PRODUC	WI 12.50000000 87.50000000	Area : DRUMHELLER TWP 028 RGE 20 W4M 28 (COMP. ROYALTY ENCANA SECTION 28 EFF. DEC 2008) PNG IN FOREMOST
100.00000000	TORXEN ENERGY	<b>Count Acreage =</b> No		Total Rental:	0.00		

Status	Hectares	Net	Hectares	Net	----- Related Contracts -----
UNDEVELOPED	<b>Prod:</b> 0.000	0.000	<b>NProd:</b> 0.000	0.000	C04844 A P&S Oct 18, 2017 (I)
	<b>Dev:</b> 0.000	0.000	<b>Undev:</b> 256.000	0.000	C04992 A FO Aug 12, 1996
	<b>Prov:</b> 0.000	0.000	<b>NProv:</b> 0.000	0.000	

----- Well U.W.I.      Status/Type -----



## ALPHABOW ENERGY LTD. Mineral Property Report

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)

M21746	C		
		<b>Royalty / Encumbrances</b>	
			100/02-28-028-20-W4/00 ABND ZN/GAS 100/04-28-028-20-W4/00 ABND ZN/GAS 100/13-28-028-20-W4/00 ABND ZN/GAS

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C04992 A	GROSS OVERRIDE ROYALTY	ALL	Y	N	50.00000000 % of PROD

**Roy Percent:**

**Deduction:** UNKNOWN

**Gas: Royalty:** 15.00000000

**S/S OIL: Min:** 5.00000000

**Other Percent:**

**Min Pay:**

**Max:** 15.00000000 **Div:** 150.00000

**Min:**

**Prod/Sales:**

**Prod/Sales:**

**Prod/Sales:**

**Paid to:** ROYPDTO (C)  
ALPHABOW ENERGY 100.00000000

**Paid by:** WI (C)  
TORXEN ENERGY 12.50000000  
PALLISER PRODUC 87.50000000

**GENERAL COMMENTS - Aug 29, 2012**

DEDUCTIONS TO BE SIMILAR TO CROWN

**PERMITTED DEDUCTIONS - Aug 29, 2012**

DEDUCTIONS TO BE SIMILAR TO CROWN

**TAKE IN KIND - Aug 29, 2012**

NO

**TAKEOVER - Aug 29, 2012**

NO

**SURRENDER NOTICE - Aug 29, 2012**

NO

**INSURANCE - Aug 29, 2012**

NO

**WELLS PERTAINING TO ROYALTY - Aug 29, 2012**

YES

**ROFR - Aug 29, 2012**

NO

## ALPHABOW ENERGY LTD. Mineral Property Report

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)

M21746

C

**Royalty / Encumbrances**

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	N	N	100.00000000 % of PROD
<b>Roy Percent:</b>	12.50000000			
<b>Deduction:</b>	UNKNOWN			
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
<b>Paid to:</b> DEPOSITO(M)		<b>Paid by:</b> WI	(C)	
PRAIRIESKY	100.00000000	TORXEN ENERGY	12.50000000	
		PALLISER PRODUC	87.50000000	

**GENERAL COMMENTS - Aug 29, 2012**

NO ALLOWABLE DEDUCTIONS

**PERMITTED DEDUCTIONS - Aug 29, 2012**

NO

NO ALLOWABLE DEDUCTIONS, NATURAL GAS CANNOT BE LESS THAN 3/4 CENT PER THOUSAND CUBIC FEET

**TAKE IN KIND - Aug 29, 2012**

NO

**TAKEOVER - Aug 29, 2012**

NO

**SURRENDER NOTICE - Aug 29, 2012**

NO

**INSURANCE - Aug 29, 2012**

NO

**WELLS PERTAINING TO ROYALTY - Aug 29, 2012**

YES

**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)

M21746 C ROFR - Aug 29, 2012  
 NO

M21747	PNGLSE FH	Eff: Jan 02, 1958	256.000	C04973 A Yes	WI	Area : DRUMHELLER
Sub: A	WI	Exp: Jan 01, 1968	256.000	ALPHABOW ENERGY	50.00000000	TWP 028 RGE 20 W4M 33
A	2115 CPR PL	Ext: HBP	128.000	TORXEN ENERGY	6.25000000	(COMP. ROYALTY ENCANA SECTION
	TORXEN ENERGY			PALLISER PRODUC	43.75000000	33 EFF. DEC 2008)
100.00000000	TORXEN ENERGY	Count Acreage = No				PNG IN FOREMOST; PET IN GLAUCONITIC_SS

Total Rental: 640.00

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
UNDEVELOPED	Dev:	0.000	0.000	Undev:	256.000	128.000
	Prov:	0.000	0.000	NProv:	0.000	0.000

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

C04844 A	P&S	Oct 18, 2017 (I)
C04973 A	JOA	Nov 25, 1952

----- Well U.W.I. Status/Type -----  
 100/05-33-028-20-W4/00 SUSP/GAS

**Royalty / Encumbrances**

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	N	N	100.00000000 % of PROD
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:
Paid to: DEPOSITO(M)		Paid by: WI	(C)	

## ALPHABOW ENERGY LTD. Mineral Property Report

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)

M21747	A	PRAIRIESKY	100.00000000	ALPHABOW ENERGY	50.00000000		
				TORXEN ENERGY	6.25000000		
				PALLISER PRODUC	43.75000000		

**GENERAL COMMENTS - Aug 29, 2012**

NO ALLOWABLE DEDUCTIONS

**PERMITTED DEDUCTIONS - Aug 29, 2012**

NO

NO ALLOWABLE DEDUCTIONS, NATURAL GAS CANNOT BE LESS THAN 3/4 CENT PER THOUSAND CUBIC FEET

**TAKE IN KIND - Aug 29, 2012**

NO

**TAKEOVER - Aug 29, 2012**

NO

**SURRENDER NOTICE - Aug 29, 2012**

NO

**INSURANCE - Aug 29, 2012**

NO

**WELLS PERTAINING TO ROYALTY - Aug 29, 2012**

YES

**ROFR - Aug 29, 2012**

NO

M21747	PNGLSE	FH	<b>Eff:</b> Jan 02, 1958	256.000	C04973	A	Yes	WI	UNIT	Area : DRUMHELLER
<b>Sub:</b> B	WI		<b>Exp:</b> Jan 01, 1968	256.000	ALPHABOW ENERGY			50.00000000	18.08790000	TWP 028 RGE 20 W4M 33
A	2115 CPR PL		<b>Ext:</b> HBP	128.000	TORXEN ENERGY			6.25000000	64.83789060	(WAYNE ROSEDALE GLAUCONITE
	TORXEN ENERGY				PALLISER PRODUC			43.75000000		UNIT NO. 1 - TRACT NO. 6)
100.00000000	TORXEN ENERGY				BEARSPAW PETROL				4.29609140	NG IN GLAUCONITIC_SS

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# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M21747

Sub: B

BLUE SPRINGS EN 12.77811800

CENOVUS ENERGY

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

Total Rental: 0.00

C04844 A	P&S	Oct 18, 2017 (I)
C04973 A	JOA	Nov 25, 1952
C06062	UNIT	Nov 01, 1964
C06062 E	UNIT	Nov 01, 1964

Status		Hectares	Net		Hectares	Net
	Prod:	0.000	0.000	NProd:	0.000	0.000
DEVELOPED	Dev:	256.000	128.000	Undev:	0.000	0.000
	Prov:	0.000	0.000	NProv:	0.000	0.000

----- Well U.W.I. Status/Type -----  
100/13-33-028-20-W4/02 PROD/GAS

### Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	N	N	100.00000000 % of PROD
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:
Paid to: DEPOSITO(M)		Paid by: WI	(C)	
PRAIRIESKY	100.00000000	ALPHABOW ENERGY	50.00000000	
		TORXEN ENERGY	6.25000000	
		PALLISER PRODUC	43.75000000	

**GENERAL COMMENTS - Aug 29, 2012**  
NO ALLOWABLE DEDUCTIONS  
**PERMITTED DEDUCTIONS - Aug 29, 2012**  
NO

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\*\*REPORTED IN HECTARES\*\*

# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M21747	B	NO ALLOWABLE DEDUCTIONS, NATURAL GAS CANNOT BE LESS THAN 3/4 CENT PER THOUSAND CUBIC FEET					
		<b>TAKE IN KIND - Aug 29, 2012</b>					
		NO					
		<b>TAKEOVER - Aug 29, 2012</b>					
		NO					
		<b>SURRENDER NOTICE - Aug 29, 2012</b>					
		NO					
		<b>INSURANCE - Aug 29, 2012</b>					
		NO					
		<b>WELLS PERTAINING TO ROYALTY - Aug 29, 2012</b>					
		YES					
		<b>ROFR - Aug 29, 2012</b>					
		NO					

### Related Units

<b>Unit File No</b>	<b>Effective Date</b>	<b>Unit Name</b>	<b>Unit Operator</b>
C06062	Nov 01, 1964	WAYNE ROSEDALE GLAUCONITIC UNIT	NTORXEN ENERGY
<b>Zone:</b>		NG IN GLAUCONITIC SS.	
<b>Unit File No</b>	<b>Effective Date</b>	<b>Unit Name</b>	<b>Unit Operator</b>
C06062	Nov 01, 1964	WAYNE ROSEDALE GLAUCONITIC UNIT	NTORXEN ENERGY
<b>Sub: E</b>	<b>Tract Number:</b>	SEC. 33-28-20W4	<b>Tract Part%:</b> 4.89313000

M21747	PNGLSE	FH	<b>Eff:</b> Jan 02, 1958	256.000	C04973	A	Yes	WI	Area : DRUMHELLER
<b>Sub:</b> C	WI		<b>Exp:</b> Jan 01, 1968	256.000	ALPHABOW ENERGY			50.00000000	TWP 028 RGE 20 W4M 33
A	2115 CPR	PL	<b>Ext:</b> HBP	128.000	TORXEN ENERGY			6.25000000	(COMP. ROYALTY ENCANA SECTION

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# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M21747

Sub: C TORXEN ENERGY PALLISER PRODUC 43.75000000 33 EFF. DEC 2008)  
 100.00000000 TORXEN ENERGY Count Acreage = No PNG IN ELLERSLIE  
 Total Rental: 0.00 EXCL CBM IN ELLERSLIE

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
UNDEVELOPED	Dev:	0.000	0.000	Undev:	0.000	0.000
	Prov:	0.000	0.000	NProv:	256.000	128.000
					0.000	0.000

----- Related Contracts -----  
 C04844 A P&S Oct 18, 2017 (I)  
 C04973 A JOA Nov 25, 1952

----- Well U.W.I. Status/Type -----  
 100/13-33-028-20-W4/00 PROD/GAS

### Royalty / Encumbrances

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

Paid to:	DEPOSITO(M)	Paid by:	WI (C)
PRAIRIESKY	100.00000000	ALPHABOW ENERGY	50.00000000
		TORXEN ENERGY	6.25000000
		PALLISER PRODUC	43.75000000

**GENERAL COMMENTS - Aug 29, 2012**  
 NO ALLOWABLE DEDUCTIONS  
**PERMITTED DEDUCTIONS - Aug 29, 2012**  
 NO

## ALPHABOW ENERGY LTD. Mineral Property Report

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)

M21747	C	NO ALLOWABLE DEDUCTIONS, NATURAL GAS CANNOT BE LESS THAN 3/4 CENT PER THOUSAND CUBIC FEET
		<b>TAKE IN KIND - Aug 29, 2012</b>
		NO
		<b>TAKEOVER - Aug 29, 2012</b>
		NO
		<b>SURRENDER NOTICE - Aug 29, 2012</b>
		NO
		<b>INSURANCE - Aug 29, 2012</b>
		NO
		<b>WELLS PERTAINING TO ROYALTY - Aug 29, 2012</b>
		YES
		<b>ROFR - Aug 29, 2012</b>
		NO

M21747	PNGLSE	FH	Eff: Jan 02, 1958	256.000	C04973	A	Yes	WI	Area : DRUMHELLER
Sub: D	WI		Exp: Jan 01, 1968	256.000	ALPHABOW ENERGY			50.00000000	TWP 028 RGE 20 W4M 33
A	2115 CPR PL		Ext: HBP	128.000	TORXEN ENERGY			6.25000000	(COMP. ROYALTY ENCANA SECTION
	TORXEN ENERGY				PALLISER PRODUC			43.75000000	33 EFF. DEC 2008)
100.00000000	TORXEN ENERGY		Count Acreage =	No					CBM IN ELLERSLIE

Total Rental: 0.00

Status	Hectares	Net	Hectares	Net
UNDEVELOPED	Prod: 0.000	0.000	NProd: 0.000	0.000
	Dev: 0.000	0.000	Undev: 256.000	128.000
	Prov: 0.000	0.000	NProv: 0.000	0.000

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

C04844 A	P&S	Oct 18, 2017 (I)
C04973 A	JOA	Nov 25, 1952

Royalty / Encumbrances



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# ALPHABOW ENERGY LTD. Mineral Property Report

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)

	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
	LESSOR ROYALTY	ALL	N	N	100.00000000 % of PROD
	Roy Percent: 12.50000000				
	Deduction: UNKNOWN				
M21747	D		Min Pay:		Prod/Sales:
	Gas: Royalty:		Div:		Prod/Sales:
	S/S OIL: Min:	Max:	Min:		Prod/Sales:
	Other Percent:				
	Paid to: DEPOSITO(M)		Paid by: WI	(C)	
	PRAIRIESKY	100.00000000	ALPHABOW ENERGY	50.00000000	
			TORXEN ENERGY	6.25000000	
			PALLISER PRODUC	43.75000000	

**GENERAL COMMENTS - Aug 29, 2012**

NO ALLOWABLE DEDUCTIONS

**PERMITTED DEDUCTIONS - Aug 29, 2012**

NO

NO ALLOWABLE DEDUCTIONS, NATURAL GAS CANNOT BE LESS THAN 3/4 CENT PER THOUSAND CUBIC FEET

**TAKE IN KIND - Aug 29, 2012**

NO

**TAKEOVER - Aug 29, 2012**

NO

**SURRENDER NOTICE - Aug 29, 2012**

NO

**INSURANCE - Aug 29, 2012**

NO

**WELLS PERTAINING TO ROYALTY - Aug 29, 2012**

YES

**ROFR - 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	
File Status	Int Type / Lse No/Name		Gross				
Mineral Int	Operator / Payor		Net	Doi Partner(s)	*	*	Lease Description / Rights Held
M21748	PNGLSE	FH	256.000	C04973	A	Yes	WI
<b>Sub:</b> A	WI		256.000	ALPHABOW ENERGY			50.00000000
A	2116 CPR PL		128.000	TORXEN ENERGY			6.25000000
	TORXEN ENERGY			PALLISER PRODUC			43.75000000
100.00000000	TORXEN ENERGY						
<b>Count Acreage =</b>			No	Total Rental:		640.00	
							Area : DRUMHELLER TWP 028 RGE 20 W4M 34 (COMP. ROYALTY ENCANA SECTION 34 EFF. DEC 2008) PNG IN BASAL_COLORADO; PET IN GLAUCONITIC_SS

Status	Prod:	Hectares	Net	NProd:	Hectares	Net	----- Related Contracts -----
DEVELOPED	Dev:	0.000	0.000	Undev:	0.000	0.000	C04844 A P&S Oct 18, 2017 (I)
	Prov:	256.000	128.000	NProv:	0.000	0.000	C04973 A JOA Nov 25, 1952
		0.000	0.000		0.000	0.000	

----- Well U.W.I. Status/Type -----  
100/16-34-028-20-W4/03 PROD/OIL

**Royalty / Encumbrances**

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	OIL	N	N	100.00000000 % of PROD
<b>Roy Percent:</b> 12.50000000				
<b>Deduction:</b> NO				
<b>Gas: Royalty:</b> 12.50000000				
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Min Pay:</b>	<b>Prod/Sales:</b>	
<b>Other Percent:</b> 12.5		<b>Div:</b>	<b>Prod/Sales:</b>	
		<b>Min:</b>	<b>Prod/Sales:</b>	

<b>Paid to:</b> DEPOSITO(M)		<b>Paid by:</b> WI	(C)
PRAIRIESKY	100.00000000	ALPHABOW ENERGY	50.00000000
		TORXEN ENERGY	6.25000000
		PALLISER PRODUC	43.75000000

**GENERAL COMMENTS - Aug 29, 2012**  
NO ALLOWABLE DEDUCTIONS  
**PERMITTED DEDUCTIONS - Aug 29, 2012**  
NO

## ALPHABOW ENERGY LTD. Mineral Property Report

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)

M21748	A	NO DEDUCTIONS, NATURAL GAS CANNOT BE LESS THAN 3/4 CENT PER THOUSAND CUBIC FEET					
		<b>TAKE IN KIND - Aug 29, 2012</b>					
		NO					
		<b>TAKEOVER - Aug 29, 2012</b>					
		NO					
		<b>SURRENDER NOTICE - Aug 29, 2012</b>					
		NO					
		<b>INSURANCE - Aug 29, 2012</b>					
		NO					
		<b>WELLS PERTAINING TO ROYALTY - Aug 29, 2012</b>					
		YES					
		<b>ROFR - Aug 29, 2012</b>					
		NO					

M21748	PNGLSE	FH	Eff: Jan 02, 1958	256.000	C04973	A	Yes	WI	UNIT	Area : DRUMHELLER
<b>Sub:</b>	B	WI	<b>Exp:</b> Jan 01, 1968	256.000	ALPHABOW ENERGY			50.00000000	18.08790000	TWP 028 RGE 20 W4M 34
A		2116 CPR PL	<b>Ext:</b> HBP	128.000	TORXEN ENERGY			6.25000000	64.83789060	(WAYNE ROSEDALE GLAUCONITE
		TORXEN ENERGY			PALLISER PRODUC			43.75000000		UNIT NO. 1 - TRACT NO. 7)
100.00000000		TORXEN ENERGY			BEARSPAW PETROL				4.29609140	NG IN GLAUCONITIC_SS
					BLUE SPRINGS EN				12.77811800	
					CENOVUS ENERGY					

Total Rental: 0.00

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

C04844	A	P&S	Oct 18, 2017 (I)
C04973	A	JOA	Nov 25, 1952
C06062		UNIT	Nov 01, 1964
C06062	F	UNIT	Nov 01, 1964

Status	Hectares	Net	Hectares	Net
	<b>Prod:</b>	0.000	<b>NProd:</b>	0.000
DEVELOPED	<b>Dev:</b>	256.000	<b>Undev:</b>	0.000

----- Well U.W.I. Status/Type -----

### ALPHABOW ENERGY LTD. Mineral Property Report

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)

M21748							
<b>Sub: B</b>		<b>Prov:</b>	0.000	0.000	<b>NProv:</b>	0.000	0.000
							100/16-34-028-20-W4/02 ABND ZN/UNKNO

**Royalty / Encumbrances**

<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>
LESSOR ROYALTY	ALL	N	N	100.00000000 % of PROD
<b>Roy Percent:</b>	12.50000000			
<b>Deduction:</b>	UNKNOWN			
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
<b>Paid to:</b> DEPOSITO(M)		<b>Paid by:</b> WI	(C)	
PRAIRIESKY	100.00000000	ALPHABOW ENERGY	50.00000000	
		TORXEN ENERGY	6.25000000	
		PALLISER PRODUC	43.75000000	

**GENERAL COMMENTS - Aug 29, 2012**  
 NO ALLOWABLE DEDUCTIONS  
**PERMITTED DEDUCTIONS - Aug 29, 2012**  
 NO  
 NO DEDUCTIONS, NATURAL GAS CANNOT BE LESS THAN 3/4 CENT PER THOUSAND CUBIC FEET  
**TAKE IN KIND - Aug 29, 2012**  
 NO  
**TAKEOVER - Aug 29, 2012**  
 NO  
**SURRENDER NOTICE - Aug 29, 2012**  
 NO

# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M21748 B INSURANCE - Aug 29, 2012  
NO  
WELLS PERTAINING TO ROYALTY - Aug 29, 2012  
YES  
ROFR - Aug 29, 2012  
NO

**Related Units**

Unit File No	Effective Date	Unit Name	Unit Operator
C06062	Nov 01, 1964	WAYNE ROSEDALE GLAUCONITIC UNIT NTORXEN ENERGY	
<b>Zone:</b>		NG IN GLAUCONITIC SS.	
Unit File No	Effective Date	Unit Name	Unit Operator
C06062	Nov 01, 1964	WAYNE ROSEDALE GLAUCONITIC UNIT NTORXEN ENERGY	
<b>Sub: F</b>		<b>Tract Number:</b> SEC. 34-28-20W4	<b>Tract Part%:</b> 10.96415000

M23703	PNGLSE CR	<b>Eff:</b> Sep 09, 1999	256.000		WI	Area : COYOTE
<b>Sub: A</b>	WI	<b>Exp:</b> Sep 08, 2004	256.000	ALPHABOW ENERGY	100.00000000	TWP 29 RGE 16 W4M 6
A	0499090045	<b>Ext:</b> 15	256.000			PNG TO BASE MANNVILLE
	ALPHABOW ENERGY			Total Rental: 896.00		
100.00000000	ALPHABOW ENERGY					

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

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
DEVELOPED		0.000	0.000		0.000	0.000
	<b>Dev:</b>	256.000	256.000	<b>Undev:</b>	0.000	0.000
	<b>Prov:</b>	0.000	0.000	<b>NProv:</b>	0.000	0.000

----- **Well U.W.I.** **Status/Type** -----  
100/13-06-029-16-W4/00 SUSP/GAS  
100/06-06-029-16-W4/00 FLOW/GAS

**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)

M23703	A	<b>Royalty / Encumbrances</b>					
		<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>	
		LESSOR ROYALTY	ALL	Y	N	100.00000000 % of	
		<b>Roy Percent:</b>					
		<b>Deduction:</b> STANDARD					
		<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>	
		<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>	
		<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>	
		<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> WI (M)			
		ALBERTA ENERGY 100.00000000		ALPHABOW ENERGY 100.00000000			

M23704	PNGLSE CR	<b>Eff:</b> Sep 09, 1999	256.000			WI	Area : COYOTE
<b>Sub:</b> A	WI	<b>Exp:</b> Sep 08, 2004	256.000	ALPHABOW ENERGY	100.00000000		TWP 29 RGE 16 W4M SEC 16
A	0499090046	<b>Ext:</b> 15	256.000				PNG BELOW BASE
	ALPHABOW ENERGY			Total Rental:	896.00		SECOND_WHITE_SPECKS TO BASE
100.00000000	ALPHABOW ENERGY						MANNVILLE

Status		Hectares	Net		Hectares	Net	----- Related Contracts -----
	<b>Prod:</b>	0.000	0.000	<b>NProd:</b>	0.000	0.000	C04844 A P&S Oct 18, 2017 (I)
DEVELOPED	<b>Dev:</b>	256.000	256.000	<b>Undev:</b>	0.000	0.000	
	<b>Prov:</b>	0.000	0.000	<b>NProv:</b>	0.000	0.000	----- Well U.W.I. Status/Type -----
							100/13-16-029-16-W4/00 FLOW/GAS

<b>Royalty / Encumbrances</b>						
<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>		

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# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23704	A	LESSOR ROYALTY	ALL		Y	N	100.00000000 % of
		<b>Roy Percent:</b>					
		<b>Deduction:</b> STANDARD					
		<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>	
		<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>	
		<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>	
		<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> WI (M)			
		ALBERTA ENERGY 100.00000000		ALPHABOW ENERGY 100.00000000			

M23705	PNGLSE	CR	<b>Eff:</b> Sep 09, 1999	256.000		WI	Area : COYOTE
<b>Sub:</b> A	WI		<b>Exp:</b> Sep 08, 2004	256.000	ALPHABOW ENERGY	100.00000000	TWP 29 RGE 16 W4M 21
A	0499090047		<b>Ext:</b> 15	256.000			PNG BELOW BASE
	ALPHABOW ENERGY				Total Rental: 896.00		SECOND_WHITE_SPECKS TO BASE
100.00000000	ALPHABOW ENERGY						MANNVILLE

Status		Hectares	Net		Hectares	Net	----- Related Contracts -----
	<b>Prod:</b>	0.000	0.000	<b>NProd:</b>	0.000	0.000	C04844 A P&S Oct 18, 2017 (I)
DEVELOPED	<b>Dev:</b>	256.000	256.000	<b>Undev:</b>	0.000	0.000	
	<b>Prov:</b>	0.000	0.000	<b>NProv:</b>	0.000	0.000	----- Well U.W.I. Status/Type -----
							100/16-21-029-16-W4/00 FLOW/GAS

### Royalty / Encumbrances

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

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# ALPHABOW ENERGY LTD. Mineral Property Report

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)

<b>Other Percent:</b>	<b>Min:</b>	<b>Prod/Sales:</b>
<b>Paid to:</b> LESSOR (M)	<b>Paid by:</b> WI (M)	
ALBERTA ENERGY 100.00000000	ALPHABOW ENERGY 100.00000000	

M23802	PNGLSE CR	<b>Eff:</b> May 24, 1974	256.000	C05828 A No	WI	Area : COYOTE
<b>Sub:</b> A	WI	<b>Exp:</b> May 28, 1984	256.000	ALPHABOW ENERGY	50.00000000	TWP 29 RGE 16 W4M SEC 27
A	36244	<b>Ext:</b> 15	128.000	CANADIAN NATUR.	50.00000000	PNG TO BASE MANNVILLE
	CANADIAN NATUR.					
100.00000000	CANADIAN NATUR.			Total Rental: 896.00		

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
DEVELOPED	Dev:	256.000	128.000	Undev:	0.000	0.000
	Prov:	0.000	0.000	NProv:	0.000	0.000

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

C04844 A	P&S	Oct 18, 2017 (I)
C05828 A	JOA	Oct 30, 2001
C05845 A	ORR	Nov 30, 1973
C05852 A	TRUST	Oct 30, 2001
C05855 A	ORR	Jan 01, 2003
C05920 A	ORR	Mar 10, 1972
C05921 A	FO	Oct 01, 1973

### Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05828 A	GROSS OVERRIDE ROYALTY	ALL	N	N	50.00000000 % of PROD
	<b>Roy Percent:</b> 2.00000000				
	<b>Deduction:</b> STANDARD				
	<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
	<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
	<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>

<b>Paid to:</b> ROYPDTO (C)	<b>Paid by:</b> WI (C)
CALMARK RESOURC 100.00000000	ALPHABOW ENERGY 50.00000000
	CANADIAN NATUR. 50.00000000

----- Well U.W.I. Status/Type -----

100/15-27-029-16-W4/00	PROD/GAS
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## ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23802      A

**GENERAL COMMENTS - Feb 02, 2010**

CHAIN OF TITLE IS DEFICIENT. WE DO NOT HAVE A COPY OF THIS ROYALTY AGREEMENT. IT WAS LISTED IN SCHEDULE A TO THIS JOA.

**PERMITTED DEDUCTIONS -**

PURSUANT TO SCHEDULE ATTACHED TO THE SIGNALTA ROYALTY AGREEMENT (NAL C003959 - MARATHON FILE C04490D) DEDUCTIONS ARE:

MARKETING COSTS AND EXPENSES INCURRED AFTER PRODUCTION AND:

LESSOR ROYALTY;

FLEMING/ORO BRAZOS MINERALS ORR (PRESUME FROM NAL C005185) 1% ON 100% OF PRODUCTION; AND,

CALMARK ORR (NAL C003840) 2% ON 50% OF PRODUCTION.

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05845 A	GROSS OVERRIDE ROYALTY	ALL	N	N	50.00000000 % of PROD
	<b>Roy Percent:</b> 1.00000000				
	<b>Deduction:</b> NO				
	<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
	<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
	<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
	<b>Paid to:</b> ROYPDTO (C)		<b>Paid by:</b> ROYPDBY (C)		
	ORO BRAZOS MINE 50.00000000		ALPHABOW ENERGY 50.00000000		
	ESTATE OF JOHN 50.00000000		CANADIAN NATUR. 50.00000000		

**PERMITTED DEDUCTIONS - Jan 14, 2003**

ROYALTY IS CALCULATED AT POINT OF MEASUREMENT (WELLHEAD IN CASE OF NG)

## ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23802      A      **GENERAL COMMENTS - Jan 14, 2003**  
 GRANTOR NOT REQUIRED TO PAY MORE THAN ONE PARTY  
 RIGHT TO POOL  
 PETROLEUM SUBSTANCES USED IN DRILLING AND/OR PRODUCTION OPERATIONS  
 INCLUDING BUT NOT LIMITED TO PRESSURE MAINTENANCE SHALL BE DEDUCTED  
 BEFORE CALCULATING ORR  
 SEE TERMS - AGREEMENT/CHAIN OF TITLE IS DEFICIENT

THIS WAS MARATHON FILE C04495

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05855 A	GROSS OVERRIDE ROYALTY	ALL	N	N	100.00000000 % of PROD
	<b>Roy Percent:</b> 5.00000000				
	<b>Deduction:</b> YES				
	<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
	<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
	<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
	<b>Paid to:</b> ROYPDTO (C)		<b>Paid by:</b> ROYPDBY (C)		
	SIGNALTA RESOU. 100.00000000		ALPHABOW ENERGY 50.00000000		
			CANADIAN NATUR. 50.00000000		

**PERMITTED DEDUCTIONS - Jan 14, 2003**

SILENT AS TO NORMAL DEDUCTIONS - USE CROWN EQUIVALENT.

PURSUANT TO CLAUSE 3 PRESENTLY EXISTING ROYALTIES ARE TO BE DEDUCTED FROM PRODUCTION PRIOR TO THIS ROYALTY BEING CALCULATED, THAT IS:

FLEMING/ORO BRAZOS ORR OF 1% ON 100% OF PRODUCTION FROM NAL C005185 (MARATHON FILE C04492);

## ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23802      A

OTHER ROYALTIES WERE NOT PRE-EXISTING.

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05920 A	GROSS OVERRIDE ROYALTY	ALL	N	N	100.00000000 % of PROD
	<b>Roy Percent:</b>	1.00000000			
	<b>Deduction:</b>	NO			
	<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
	<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
	<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
<b>Paid to:</b> ROYPDTO (C)		<b>Paid by:</b> ROYPD BY (C)			
	ORO BRAZOS MINE	50.00000000	ALPHABOW ENERGY	50.00000000	
	ESTATE OF JOHN	50.00000000	CANADIAN NATUR.	50.00000000	

**PERMITTED DEDUCTIONS -**

CRUDE OIL: NO DEDUCTIONS

NG: NO DEDUCTIONS

LIQUID HYDROCARBONS, RESIDUE GAS AND ALL OTHER PRODUCTS, INCL SULPHUR  
OBTAINED BY PROCESSING NG - ONLY JUST AND REASONABLE PROPORTIONATE COSTS  
OF GATHERING AND PROCESSING NG TO OBTAIN SAME.

**GENERAL COMMENTS -**

MARATHON FILE C04492U

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

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# ALPHABOW ENERGY LTD. Mineral Property Report

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)

<b>Other Percent:</b>	<b>Min:</b>	<b>Prod/Sales:</b>
<b>Paid to:</b> LESSOR (M) ALBERTA ENERGY 100.00000000	<b>Paid by:</b> WI (C) ALPHABOW ENERGY 50.00000000 CANADIAN NATUR. 50.00000000	

M23706	PNGLSE CR	<b>Eff:</b> Sep 09, 1999	256.000		WI	Area : COYOTE
<b>Sub:</b> A	WI	<b>Exp:</b> Sep 08, 2004	256.000	ALPHABOW ENERGY	100.00000000	TWP 29 RGE 16 W4M 34
A	0499090048	<b>Ext:</b> 15	256.000			PNG BELOW BASE
	ALPHABOW ENERGY			Total Rental:	896.00	SECOND_WHITE_SPECKS TO BASE
100.00000000	ALPHABOW ENERGY					MANNVILLE

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
DEVELOPED	Dev:	0.000	0.000	Undev:	0.000	0.000
	Prov:	256.000	256.000	NProv:	0.000	0.000
		0.000	0.000		0.000	0.000

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

----- Well U.W.I. Status/Type -----  
100/08-34-029-16-W4/00 FLOW/GAS

### Royalty / Encumbrances

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

## ALPHABOW ENERGY LTD. Mineral Property Report

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

(cont'd)

M23706	A	Paid to: LESSOR (M)	ALBERTA ENERGY	100.00000000	Paid by: WI (M)	ALPHABOW ENERGY	100.00000000
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M23697	PNGLSE	CR	Eff: Jan 27, 2000	256.000	WI	Area : AERIAL
<b>Sub:</b> A	WI		Exp: Jan 26, 2005	256.000	ALPHABOW ENERGY	TWP 29 RGE 17 W4M 1
A	0400010426		Ext: 15	256.000		PNG TO BASE MANNVILLE
	ALPHABOW ENERGY				Total Rental: 896.00	
100.00000000	ALPHABOW ENERGY					

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

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
DEVELOPED	Dev:	0.000	0.000	Undev:	0.000	0.000
	Prov:	256.000	256.000	NProv:	0.000	0.000
		0.000	0.000		0.000	0.000

----- Well U.W.I. Status/Type -----  
100/01-01-029-17-W4/00 ABND ZN/UNKNO  
100/16-01-029-17-W4/00 SUSP/GAS  
100/01-01-029-17-W4/02 FLOW/GAS

### Royalty / Encumbrances

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

Paid to: LESSOR (M)	ALBERTA ENERGY	100.00000000	Paid by: WI (M)	ALPHABOW ENERGY	100.00000000
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## ALPHABOW ENERGY LTD. Mineral Property Report

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		

M23816	PNGLSE CR	Eff: Nov 01, 2001	256.000	C05851 A No	BPO	APO	Area : AERIAL	
<b>Sub:</b> A	WI	<b>Exp:</b> Oct 31, 2006	0.000	ALPHABOW ENERGY	100.00000000	60.00000000	TWP 29 RGE 17 W4M 4	
A	0401110044	<b>Ext:</b> 15	0.000	POTTS PETROLEUM		40.00000000	PNG BELOW BASE	
	ALPHABOW ENERGY						SECOND_WHITE_SPECKS TO BASE	
100.00000000	GEAR ENERGY	<b>Count Acreage =</b> No		Total Rental: 448.00			MANNVILLE	
							(100/02-04-029-17W4/00 WELL)	

Status	Hectares	Net	Hectares	Net
	<b>Prod:</b> 0.000	0.000	<b>NProd:</b> 0.000	0.000
DEVELOPED	<b>Dev:</b> 0.000	0.000	<b>Undev:</b> 0.000	0.000
	<b>Prov:</b> 0.000	0.000	<b>NProv:</b> 0.000	0.000

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

C04844 A	P&S	Oct 18, 2017 (I)
C05851 A	SRFIO	Apr 08, 2003
C06018 A	TRUST	Feb 25, 2015

### Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05851 A	GROSS OVERRIDE ROYALTY	ALL	N	Y	100.00000000 % of
	<b>Roy Percent:</b> 10.00000000				
	<b>Deduction:</b> YES				
	<b>Gas Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
	<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
	<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>

<b>Paid to:</b> ROYPDTO (C)	<b>Paid by:</b> BPO (C)
POTTS PETROLEUM 100.00000000	ALPHABOW ENERGY 100.00000000

### PERMITTED DEDUCTIONS -

CL 5.04 B - ALTERNATE 1 - DEDUCTIONS EQUIVALENT TO CROWN

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of
<b>Roy Percent:</b>				

----- Well U.W.I. Status/Type -----

100/02-04-029-17-W4/00 SUSP/GAS

**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)

M23816	A	<b>Deduction:</b> STANDARD					
		<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>	
		<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>	
		<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>	
		<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> BPO (C)			
		ALBERTA ENERGY	100.00000000	ALPHABOW ENERGY	100.00000000		

M23816	PNGLSE	CR	<b>Eff:</b> Nov 01, 2001	256.000	C05851	B No	WI	Area : AERIAL
<b>Sub:</b> B	WI		<b>Exp:</b> Oct 31, 2006	256.000	ALPHABOW ENERGY		100.00000000	TWP 29 RGE 17 W4M 4
A	0401110044		<b>Ext:</b> 15	256.000				PNG BELOW BASE
	ALPHABOW ENERGY				Total Rental:	448.00		SECOND_WHITE_SPECKS TO BASE
100.00000000	GEAR ENERGY							MANNVILLE
								(100/07-04-029-17W4/00 WELL)

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
DEVELOPED	0.000	0.000	0.000	0.000	0.000	0.000
	<b>Dev:</b>	256.000	256.000	<b>Undev:</b>	0.000	0.000
	<b>Prov:</b>	0.000	0.000	<b>NProv:</b>	0.000	0.000

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

C04844 A	P&S	Oct 18, 2017 (I)
C05851 B	SRFIO	Apr 08, 2003
C06018 A	TRUST	Feb 25, 2015

**Royalty / Encumbrances**

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05851 B	GROSS OVERRIDE ROYALTY	ALL	N	N	100.00000000 % of PROD
	<b>Roy Percent:</b> 10.00000000				
	<b>Deduction:</b> YES				
	<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
	<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>

----- Well U.W.I. Status/Type -----

100/07-04-029-17-W4/00	SUSP/GAS
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# ALPHABOW ENERGY LTD. Mineral Property Report

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)

<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
<b>Paid to:</b> ROYPTDO (C)		<b>Paid by:</b> WI (C)		
POTTS PETROLEUM	100.00000000	ALPHABOW ENERGY	100.00000000	

**PERMITTED DEDUCTIONS -**  
CL 5.04 B - ALTERNATE 1 - DEDUCTIONS EQUIVALENT TO CROWN

M23816 B

### Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of
<b>Roy Percent:</b>				
<b>Deduction:</b> STANDARD				
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> WI (C)		
ALBERTA ENERGY	100.00000000	ALPHABOW ENERGY	100.00000000	

M23833	PNGLSE CR	<b>Eff:</b> Apr 05, 2001	256.000	C05881 A No	WI	Area : AERIAL
<b>Sub:</b> A	WI	<b>Exp:</b> Apr 04, 2006	256.000	ALPHABOW ENERGY	50.00000000	TWP 29 RGE 17 W4M 5
A	0401040077	<b>Ext:</b> 15	128.000	CANADIAN NAT R.	50.00000000	PNG BELOW BASE
	ALPHABOW ENERGY					SECOND_WHITE_SPECKS TO BASE
100.00000000	CANADIAN NATUR.			Total Rental:	896.00	MANNVILLE



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\*\*REPORTED IN HECTARES\*\*

# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23833

Sub:	A	Status	Hectares	Net	Hectares	Net	----- Related Contracts -----
		DEVELOPED	0.000	0.000	0.000	0.000	C04844 A P&S Oct 18, 2017 (I)
			256.000	128.000	0.000	0.000	C05881 A FI Oct 12, 2005
			0.000	0.000	0.000	0.000	
							----- Well U.W.I. Status/Type -----
							100/01-05-029-17-W4/00 DRLCSD/N/A
							100/01-05-029-17-W4/02 SUSP/GAS

### Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	% of
<b>Roy Percent:</b>				
<b>Deduction:</b>	STANDARD			
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> WI (C)		
ALBERTA ENERGY 100.00000000		ALPHABOW ENERGY 50.00000000		
		CANADIAN NAT R. 50.00000000		

M23813	PNGLSE CR	<b>Eff:</b> Jun 12, 2003	256.000		WI	Area : AERIAL
<b>Sub:</b> A	WI	<b>Exp:</b> Jun 11, 2008	256.000	ALPHABOW ENERGY	100.00000000	TWP 29 RGE 18 W4M 4
A	0403060075	<b>Ext:</b> 15	256.000			PNG BELOW BASE
	ALPHABOW ENERGY			Total Rental: 0.00		SECOND_WHITE_SPECKS TO BASE
100.00000000	ALPHABOW ENERGY					MANNVILLE

Status	Hectares	Net	Hectares	Net	----- Related Contracts -----
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\*\*REPORTED IN HECTARES\*\*

# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23813

<b>Sub:</b> A		<b>Prod:</b>	0.000	0.000	<b>NProd:</b>	0.000	0.000	C04844 A	P&S	Oct 18, 2017 (I)
	DEVELOPED	<b>Dev:</b>	256.000	256.000	<b>Undev:</b>	0.000	0.000			
		<b>Prov:</b>	0.000	0.000	<b>NProv:</b>	0.000	0.000			

----- Well U.W.I.      Status/Type -----  
 102/04-04-029-18-W4/00 SUSP/GAS  
 102/04-04-029-18-W4/02 PUMP/GAS  
 100/10-04-029-18-W4/02 PUMP/GAS  
 100/10-04-029-18-W4/00 DRLCSD/UNKNOW

### Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of
<b>Roy Percent:</b>				
<b>Deduction:</b> STANDARD				
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> WI (M)		
ALBERTA ENERGY 100.00000000		ALPHABOW ENERGY 100.00000000		

M23813	PNGLSE CR	<b>Eff:</b> Jun 12, 2003	256.000	C05863 A No	WI
<b>Sub:</b> B	TRUST	<b>Exp:</b> Jun 11, 2008	256.000	ALPHABOW ENERGY	
A	0403060075	<b>Ext:</b> 15	0.000	CANADIAN NATUR. *	100.00000000
	ALPHABOW ENERGY				
100.00000000	ALPHABOW ENERGY	<b>Count Acreage =</b> No		<b>Total Rental:</b> 896.00	

----- Related Contracts -----  
 C04844 A      P&S      Oct 18, 2017 (I)  
 C05863 A      TRUST      Oct 07, 2004

Status	Hectares	Net	Hectares	Net
	<b>Prod:</b>	0.000	0.000	<b>NProd:</b> 0.000
UNDEVELOPED	<b>Dev:</b>	0.000	0.000	<b>Undev:</b> 256.000
	<b>Prov:</b>	0.000	0.000	<b>NProv:</b> 0.000

**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)

M23813	B	<b>Royalty / Encumbrances</b>					
		<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>	
		LESSOR ROYALTY	ALL	Y	N	100.00000000	% of PROD
		<b>Roy Percent:</b>					
		<b>Deduction:</b>	STANDARD				
		<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>	
		<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>	
		<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>	
		<b>Paid to:</b>	LESSOR (M)	<b>Paid by:</b>	WI (C)		
		ALBERTA ENERGY	100.00000000	ALPHABOW ENERGY			
				CANADIAN NATUR.	100.00000000		

M23750	PNGLSE CR	<b>Eff:</b> Mar 23, 1959	128.000	C05823 I	Not Applicable	WI	Area : AERIAL
<b>Sub:</b> A	WI	<b>Exp:</b> Mar 22, 1980	0.000	ALPHABOW ENERGY	93.75000000		TWP 29 RGE 18 W4M W 5
A	115303A	<b>Ext:</b> 15	0.000	DAROIL ENERGY L	6.25000000		PNG TO BASE MANNVILLE
	ALPHABOW ENERGY						(EXCL NG BELOW BASE
100.00000000	ALPHABOW ENERGY	<b>Count Acreage =</b> No		<b>Total Rental:</b> 0.00			MEDICINE_HAT TO BASE MANNVILLE)
							(EXCL PET IN BLAIRMORE)
							(EXCL PET IN BASAL_QUARTZ)
		<b>Status</b>	<b>Hectares</b>	<b>Net</b>	<b>Hectares</b>	<b>Net</b>	
		<b>Prod:</b>	0.000	0.000	<b>NProd:</b>	0.000	0.000
		<b>Dev:</b>	0.000	0.000	<b>Undev:</b>	0.000	0.000
		<b>Prov:</b>	0.000	0.000	<b>NProv:</b>	0.000	0.000
							<b>----- Related Contracts -----</b>
							C04844 A P&S Oct 18, 2017 (I)
							C05821 N ORR Nov 22, 1958
							C05823 I FO Nov 20, 1958
		<b>Royalty / Encumbrances</b>					

## ALPHABOW ENERGY LTD. Mineral Property Report

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)

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05821 N	GROSS OVERRIDE ROYALTY	ALL	N	N	100.00000000 % of PROD
	<b>Roy Percent:</b> 2.50000000				
	<b>Deduction:</b> UNKNOWN				
M23750	A				
	<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
	<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
	<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
	<b>Paid to:</b> ROYPDTO (C)		<b>Paid by:</b> ROYPDBY (C)		
	ZORAYDA OIL CO. 100.00000000		ALPHABOW ENERGY 93.75000000		
			DAROIL ENERGY L 6.25000000		

**PERMITTED DEDUCTIONS -**  
DEDUCTIONS ARE SILENT

### Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of
<b>Roy Percent:</b>				
<b>Deduction:</b> STANDARD				
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> WI (C)		
ALBERTA ENERGY 100.00000000		ALPHABOW ENERGY 93.75000000		
		DAROIL ENERGY L 6.25000000		

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\*\*REPORTED IN HECTARES\*\*

# ALPHABOW ENERGY LTD. Mineral Property Report

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
M23750	PNGLSE CR	Eff: Mar 23, 1959	128.000	C06076 J Bypass		TRACTINT	Area : AERIAL
Sub: B	UN	Exp: Mar 22, 1980	128.000	ALPHABOW ENERGY		100.00000000	TWP 29 RGE 18 W4M W 5
A	115303A	Ext: UNIT	128.000				PNG IN BLAIRMORE;
	ALPHABOW ENERGY			Total Rental: 0.00			PNG IN BASAL_QUARTZ (UNITIZED)
100.00000000	ALPHABOW ENERGY						

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
DEVELOPED	Dev:	128.000	128.000	Undev:	0.000	0.000
	Prov:	0.000	0.000	NProv:	0.000	0.000

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

C04844 A	P&S	Oct 18, 2017 (I)
C05821 C	ORR	Nov 22, 1958
C06076 J	UNIT	Aug 01, 1968

----- Well U.W.I. Status/Type -----

100/13-05-029-18-W4/00	SUSP/OIL
100/12-05-029-18-W4/00	ABND ZN/UNKNO

### Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05821 C	GROSS OVERRIDE ROYALTY	ALL	N	N	100.00000000 % of
	Roy Percent: 2.50000000				
	Deduction: UNKNOWN				
	Gas: Royalty:		Min Pay:		Prod/Sales:
	S/S OIL: Min:	Max:	Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:

Paid to: ROYPDTO (C)  
ZORAYDA OIL CO. 100.00000000

Paid by: ROYPDBY (C)  
ALPHABOW ENERGY 100.00000000

**PERMITTED DEDUCTIONS -**  
DEDUCTIONS ARE SILENT

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	% of
Roy Percent:				

**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)

M23750	B	<b>Deduction:</b> STANDARD					
		<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>	
		<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>	
		<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>	
		<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> TRACTINT (C)			
		ALBERTA ENERGY	100.00000000	ALPHABOW ENERGY	100.00000000		

**Related Units**

Unit File No	Effective Date	Unit Name	Unit Operator
C06076	Aug 01, 1968	AERIAL MANNVILLE 'A' UNIT (100 PERCENT)	ALPHABOW ENERGY
<b>Sub: J</b>	<b>Tract Number:</b> 10		<b>Tract Part%:</b> 4.09500000

M23750	PNGLSE CR	<b>Eff:</b> Mar 23, 1959	128.000	C05843 A No	BPPO	PLD	Area : AERIAL
<b>Sub: C</b>	WI	<b>Exp:</b> Mar 22, 1980	0.000	ALPHABOW ENERGY	68.75000000	65.62500000	TWP 29 RGE 18 W4M W 5
A	115303A	<b>Ext:</b> 15	0.000	CANADIAN NATUR.	31.25000000	31.25000000	(NG IN INTERVAL 1230.0-1240.0
	ALPHABOW ENERGY			DAROIL ENERGY L		3.12500000	MKB PRODUCTION FROM
100.00000000	ALPHABOW ENERGY	<b>Count Acreage =</b> No					102/13-05-029-18W4/00 PENALTY
				Total Rental:	0.00		WELL)

Status	Prod:	Hectares	Net	NProd:	Hectares	Net	----- Related Contracts -----		
DEVELOPED	<b>Dev:</b>	0.000	0.000	<b>Undev:</b>	0.000	0.000	C04844 A	P&S	Oct 18, 2017 (I)
	<b>Prov:</b>	0.000	0.000	<b>NProv:</b>	0.000	0.000	C05821 J	ORR	Nov 22, 1958
							C05823 E	FO	Nov 20, 1958
							C05843 A	POOL	Oct 01, 2002

**Royalty / Encumbrances**

----- Well U.W.I. Status/Type -----

## ALPHABOW ENERGY LTD. Mineral Property Report

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

(cont'd)

<b>&lt;Linked&gt;</b>	<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>	
C05821 J	GROSS OVERRIDE ROYALTY	ALL	N	N	100.00000000 % of PROD	102/13-05-029-18-W4/00 PUMP/GAS

**Roy Percent:** 2.50000000

**Deduction:** UNKNOWN

M23750	C	<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
		<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
		<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>

<b>Paid to:</b> ROYPDTO (C)		<b>Paid by:</b> BPPO (C)
ZORAYDA OIL CO. 100.00000000		ALPHABOW ENERGY 100.00000000

**GENERAL COMMENTS -**

02/13-5-29-18 W4/00 IS POOLED. ROYALTY PAID ON 100% OF PRODUCTION AS TO THE W 1/2 SECTION 5 (50% OF POOLED SPACING). ONCE PENALTY PAYS OUT, ROYALTY WILL BE PAID BY SECI 93.75% AND DEWPOINT 6.25%.

**PERMITTED DEDUCTIONS -**

DEDUCTIONS ARE SILENT

### Royalty / Encumbrances

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

**Roy Percent:**

**Deduction:** STANDARD

<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>

<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> PAIDBY (R)
ALBERTA ENERGY 100.00000000		ALPHABOW ENERGY 100.00000000

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# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23750 C

M23750	PNGLSE CR	Eff: Mar 23, 1959	128.000	C05843 D No	PLD	Area : AERIAL
Sub: D	WI	Exp: Mar 22, 1980	0.000	ALPHABOW ENERGY	96.87500000	TWP 29 RGE 18 W4M W 5
A	115303A	Ext: 15	0.000	DAROIL ENERGY L	3.12500000	NG BELOW BASE MEDICINE_HAT TO
	ALPHABOW ENERGY					BASE MANNVILLE
100.00000000	ALPHABOW ENERGY	Count Acreage = No		Total Rental: 0.00		(EXCL NG IN INTERVAL

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
DEVELOPED	Dev:	0.000	0.000	Undev:	0.000	0.000
	Prov:	0.000	0.000	NProv:	0.000	0.000

### Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05821 N	GROSS OVERRIDE ROYALTY	ALL	N	N	100.00000000 % of PROD

Roy Percent: 2.50000000

Deduction: UNKNOWN

Gas: Royalty:

S/S OIL: Min:

Other Percent:

Paid to: ROYPDTO (C)  
ZORAYDA OIL CO. 100.00000000

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

Paid by: ROYPDBY (C)  
ALPHABOW ENERGY 93.75000000  
DAROIL ENERGY L 6.25000000

### ----- Related Contracts -----

C04844 A	P&S	Oct 18, 2017 (I)
C05821 N	ORR	Nov 22, 1958
C05823 I	FO	Nov 20, 1958
C05843 B	POOL	Oct 01, 2002
C05843 D	POOL	Oct 01, 2002



**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)

M23750 D PERMITTED DEDUCTIONS -  
DEDUCTIONS ARE SILENT

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of
<b>Roy Percent:</b>				
<b>Deduction:</b> STANDARD				
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> PREPL1 (C)		
ALBERTA ENERGY 100.00000000		ALPHABOW ENERGY 93.75000000		
		DAROIL ENERGY L 6.25000000		

M23750	PNGLSE CR	<b>Eff:</b> Mar 23, 1959	128.000	C05849 A No	PLD	Area : AERIAL
<b>Sub:</b> E	WI	<b>Exp:</b> Mar 22, 1980	0.000	ALPHABOW ENERGY	65.62500000	TWP 29 RGE 18 W4M W 5
A	115303A	<b>Ext:</b> 15	0.000	CANADIAN NATUR.	31.25000000	NG IN LOWER_GLAUCONITE
	ALPHABOW ENERGY			DAROIL ENERGY L	3.12500000	(REGIONAL SAND INTERVAL 1265
100.00000000	ALPHABOW ENERGY	<b>Count Acreage =</b> No				TO 1270 MKB)
				<b>Total Rental:</b> 448.00		(PRODUCTION FROM
						100/16-05-29-18-W4M/02 WELL)

Status		Hectares	Net	Hectares	Net
	<b>Prod:</b>	0.000	0.000	<b>NProd:</b>	0.000 0.000
DEVELOPED	<b>Dev:</b>	0.000	0.000	<b>Undev:</b>	0.000 0.000
	<b>Prov:</b>	0.000	0.000	<b>NProv:</b>	0.000 0.000

----- **Related Contracts** -----

C04844 A	P&S	Oct 18, 2017 (I)
C05821 N	ORR	Nov 22, 1958

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# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23750	E						C05823 I FO Nov 20, 1958 C05849 A POOL Oct 01, 2002
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### Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	----- Well U.W.I.	Status/Type -----
C05821 N	GROSS OVERRIDE ROYALTY	ALL	N	N	100.00000000 % of PROD	100/16-05-029-18-W4/02	PUMP/GAS
	Roy Percent: 2.50000000						
	Deduction: UNKNOWN						
	Gas: Royalty:		Min Pay:		Prod/Sales:		
	S/S OIL: Min:	Max:	Div:		Prod/Sales:		
	Other Percent:		Min:		Prod/Sales:		
	Paid to: ROYPDTO (C)		Paid by: ROYPDDBY (C)				
	ZORAYDA OIL CO. 100.00000000		ALPHABOW ENERGY 93.75000000				
			DAROIL ENERGY L 6.25000000				

**PERMITTED DEDUCTIONS -**  
DEDUCTIONS ARE SILENT

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100.00000000 % 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: PREPL1 (C)		
ALBERTA ENERGY 100.00000000		ALPHABOW ENERGY 93.75000000		
		DAROIL ENERGY L 6.25000000		

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# ALPHABOW ENERGY LTD. Mineral Property Report

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

M23750	PNGLSE CR	Eff: Mar 23, 1959	128.000	C05843 C No		PLD	Area : AERIAL
Sub: F	WI	Exp: Mar 22, 1980	0.000	ALPHABOW ENERGY		65.62500000	TWP 29 RGE 18 W4M W 5
A	115303A	Ext: 15	0.000	CANADIAN NATUR.		31.25000000	(NG IN INTERVAL 1181.0-1184.0
	ALPHABOW ENERGY			DAROIL ENERGY L		3.12500000	MKB FOR 100/11-05-029-18W4/00
100.00000000	ALPHABOW ENERGY	Count Acreage = No					WELL)
				Total Rental:		0.00	

Status		Hectares	Net		Hectares	Net	----- Related Contracts -----
	Prod:	0.000	0.000	NProd:	0.000	0.000	C04844 A P&S Oct 18, 2017 (I)
DEVELOPED	Dev:	0.000	0.000	Undev:	0.000	0.000	C05821 N ORR Nov 22, 1958
	Prov:	0.000	0.000	NProv:	0.000	0.000	C05823 I FO Nov 20, 1958
							C05843 C POOL Oct 01, 2002

### Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05821 N	GROSS OVERRIDE ROYALTY	ALL	N	N	100.00000000 % of PROD
	Roy Percent: 2.50000000				
	Deduction: UNKNOWN				
	Gas: Royalty:		Min Pay:		Prod/Sales:
	S/S OIL: Min:	Max:	Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:

Paid to: ROYPDTO (C)  
ZORAYDA OIL CO. 100.00000000

Paid by: ROYDDBY (C)  
ALPHABOW ENERGY 93.75000000  
DAROIL ENERGY L 6.25000000

PERMITTED DEDUCTIONS -  
DEDUCTIONS ARE SILENT

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
--------------	--------------	---------------	-------------	-----------------

----- Well U.W.I. Status/Type -----  
100/11-05-029-18-W4/00 PUMP/GAS

**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)							
	LESSOR ROYALTY		ALL	Y	N	100.00000000	% of PROD
	<b>Roy Percent:</b>						
	<b>Deduction:</b> STANDARD						
M23750	F						
	<b>Gas: Royalty:</b>			<b>Min Pay:</b>		<b>Prod/Sales:</b>	
	<b>S/S OIL: Min:</b>		<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>	
	<b>Other Percent:</b>			<b>Min:</b>		<b>Prod/Sales:</b>	
	<b>Paid to:</b> LESSOR (M)			<b>Paid by:</b> PREPL1 (C)			
	ALBERTA ENERGY	100.00000000		ALPHABOW ENERGY	93.75000000		
				DAROIL ENERGY L	6.25000000		

M23775	PNGLSE CR	<b>Eff:</b> Jan 22, 1987	128.000	C05849 A No	PLD		Area : AERIAL
<b>Sub:</b> A	WI	<b>Exp:</b> Jan 21, 1992	128.000	ALPHABOW ENERGY	65.62500000		TWP 29 RGE 18 W4M E 5
A	0487010220	<b>Ext:</b> 15	84.000	CANADIAN NATUR.	31.25000000		NG IN LOWER_GLAUCONITE
	ALPHABOW ENERGY			DAROIL ENERGY L	3.12500000		(REGIONAL SAND INTERVAL
100.00000000	CANADIAN NATUR.						1265.0-1270.0 MKB)
				Total Rental:	224.00		(PRODUCTION FROM
							100/16-05-29-18-W4M/02 WELL)

Status	Prod:	Hectares	Net	NProd:	Hectares	Net	----- Related Contracts -----
DEVELOPED	<b>Dev:</b>	0.000	0.000	<b>Undev:</b>	0.000	0.000	C04844 A P&S Oct 18, 2017 (I)
	<b>Prov:</b>	128.000	84.000	<b>NProv:</b>	0.000	0.000	C05797 B PFO Mar 12, 1987
		0.000	0.000				C05849 A POOL Oct 01, 2002
							C05885 A TRUST May 05, 2006

**Royalty / Encumbrances**

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	----- Well U.W.I. Status/Type -----
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of	100/16-05-029-18-W4/02 PUMP/GAS

## ALPHABOW ENERGY LTD. Mineral Property Report

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

(cont'd)

M23775	A	<b>Roy Percent:</b> <b>Deduction:</b> STANDARD <b>Gas: Royalty:</b> <b>S/S OIL: Min:</b> <b>Other Percent:</b>						
			<b>Max:</b>	<b>Min Pay:</b>	<b>Div:</b>	<b>Min:</b>	<b>Prod/Sales:</b>	<b>Prod/Sales:</b>
							<b>Prod/Sales:</b>	<b>Prod/Sales:</b>
		<b>Paid to:</b> DEPOSITO(M) MINISTER OF FI.	100.00000000	<b>Paid by:</b> PREPL2 (C) ALPHABOW ENERGY	37.50000000	CANADIAN NATUR.	62.50000000	

M23775	PNGLSE	CR	<b>Eff:</b> Jan 22, 1987	128.000	C05797	A No	WI	Area : AERIAL
<b>Sub:</b> B	WI		<b>Exp:</b> Jan 21, 1992	0.000	ALPHABOW ENERGY	100.00000000		TWP 29 RGE 18 W4M E 5
A	0487010220		<b>Ext:</b> 15	0.000				PNG TO BASE MEDICINE_HAT;
	ALPHABOW ENERGY				Total Rental:	0.00		PET BELOW BASE MEDICINE_HAT TO
100.00000000	CANADIAN NATUR.	<b>Count Acreage =</b>	No					BASE MANNVILLE

Status	Hectares	Net	Hectares	Net	----- Related Contracts -----
DEVELOPED	<b>Prod:</b> 0.000	0.000	<b>NProd:</b> 0.000	0.000	C04844 A P&S Oct 18, 2017 (I)
	<b>Dev:</b> 0.000	0.000	<b>Undev:</b> 0.000	0.000	C05797 A PFO Mar 12, 1987
	<b>Prov:</b> 0.000	0.000	<b>NProv:</b> 0.000	0.000	C05885 B TRUST May 05, 2006

----- Well U.W.I. Status/Type -----  
100/16-05-029-18-W4/00 ABND ZN/UNKNO

### Royalty / Encumbrances

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

Report Date: Sep 04, 2024

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\*\*REPORTED IN HECTARES\*\*

# ALPHABOW ENERGY LTD. Mineral Property Report

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)

<b>Other Percent:</b>	<b>Max:</b>	<b>Div:</b>	<b>Prod/Sales:</b>
		<b>Min:</b>	<b>Prod/Sales:</b>
<b>Paid to:</b> DEPOSITO(M) MINISTER OF FI.	100.00000000	<b>Paid by:</b> WI ALPHABOW ENERGY	(C) 100.00000000

M23775	PNGLSE CR	<b>Eff:</b> Jan 22, 1987	128.000	C05843 B No	PLD	Area : AERIAL
<b>Sub:</b> C	WI	<b>Exp:</b> Jan 21, 1992	64.000	ALPHABOW ENERGY	96.87500000	TWP 29 RGE 18 W4M E 5
A	0487010220	<b>Ext:</b> 15	62.000	DAROIL ENERGY L	3.12500000	NG BELOW BASE MEDICINE_HAT TO BASE MANNVILLE
100.00000000	CANADIAN NATUR.	<b>Count Acreage =</b> No		Total Rental:	224.00	(EXCL NG IN INTERVAL 1230.0-1240.0 MKB FOR 102/13-05-029-18 W4/00 WELL EXCL NG IN INTERVAL IN LOWER GLAUCONITIC 1265.0-1270.0 MKB FOR 100/16-05-029-18W4/00 & 02 WELLS EXCL NG IN INTERVAL 1181.0-1184.0 MKB FOR 100/11-05-029-18W5/00 WELL)

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
DEVELOPED		0.000	0.000		0.000	0.000
	<b>Dev:</b>	64.000	62.000	<b>Undev:</b>	0.000	0.000
	<b>Prov:</b>	0.000	0.000	<b>NProv:</b>	0.000	0.000

### Royalty / Encumbrances

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

<b>Paid to:</b> DEPOSITO(M)	<b>Paid by:</b> PREPL2 (C)
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### ----- Related Contracts -----

C04844 A	P&S	Oct 18, 2017 (I)
C05797 A	PFO	Mar 12, 1987
C05843 B	POOL	Oct 01, 2002
C05843 D	POOL	Oct 01, 2002
C05885 B	TRUST	May 05, 2006

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# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23775	C	MINISTER OF FI.	100.00000000	ALPHABOW ENERGY	100.00000000			
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M23775	PNGLSE	CR	Eff: Jan 22, 1987	128.000	C05843	A	No	BPPO	PLD	Area : AERIAL
Sub: D	WI		Exp: Jan 21, 1992	0.000	ALPHABOW ENERGY			68.75000000	65.62500000	TWP 29 RGE 18 W4M E 5
A	0487010220		Ext: 15	0.000	CANADIAN NATUR.			31.25000000	31.25000000	(NG IN INTERVAL 1230.0-1240.0
	ALPHABOW ENERGY				DAROIL ENERGY L				3.12500000	MKB)
100.00000000	CANADIAN NATUR.		Count Acreage =	No						(PRODUCTION FROM
					Total Rental:		0.00			102/13-05-029-18W4/00 PENALTY
										WELL)

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
DEVELOPED	Dev:	0.000	0.000	Undev:	0.000	0.000
	Prov:	0.000	0.000	NProv:	0.000	0.000

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

C04844 A	P&S	Oct 18, 2017 (I)
C05797 B	PFO	Mar 12, 1987
C05843 A	POOL	Oct 01, 2002
C05885 A	TRUST	May 05, 2006

### Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	Well U.W.I.	Status/Type
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of PROD	102/13-05-029-18-W4/00	PUMP/GAS

Roy Percent:

Deduction: STANDARD

Gas: Royalty:

S/S OIL: Min:

Other Percent:

Max:

Min Pay:

Div:

Min:

Prod/Sales:

Prod/Sales:

Prod/Sales:

Paid to: DEPOSITO(M)

MINISTER OF FI. 100.00000000

Paid by: PREPL2 (C)

ALPHABOW ENERGY 37.50000000

CANADIAN NATUR. 62.50000000

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\*\*REPORTED IN HECTARES\*\*

# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23775 D

M23775	PNGLSE CR	Eff: Jan 22, 1987	128.000	C05843 C No	PLD	Area : AERIAL
Sub: E	WI	Exp: Jan 21, 1992	0.000	ALPHABOW ENERGY	65.62500000	TWP 29 RGE 18 W4M E 5
A	0487010220	Ext: 15	0.000	CANADIAN NATUR.	31.25000000	(NG IN INTERVAL 1181.0-1184.0
	ALPHABOW ENERGY			DAROIL ENERGY L	3.12500000	MKB FOR 100/11-05-029-18 W4/00
100.00000000	CANADIAN NATUR.	Count Acreage = No				WELL)

Total Rental: 0.00

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
DEVELOPED	Dev:	0.000	0.000	Undev:	0.000	0.000
	Prov:	0.000	0.000	NProv:	0.000	0.000

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

C04844 A	P&S	Oct 18, 2017 (I)
C05797 B	PFO	Mar 12, 1987
C05843 C	POOL	Oct 01, 2002
C05885 A	TRUST	May 05, 2006

Royalty / Encumbrances

----- Well U.W.I. Status/Type -----

100/11-05-029-18-W4/00 PUMP/GAS

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of PROD
<b>Roy Percent:</b>				
<b>Deduction:</b> STANDARD				
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
<b>Paid to:</b> DEPOSITO(M)		<b>Paid by:</b> PREPL2 (C)		
MINISTER OF FI.	100.00000000	ALPHABOW ENERGY	37.50000000	
		CANADIAN NATUR.	62.50000000	



**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
M23749	PNGLSE CR	Eff: Jun 16, 1960	64.000	C06076 I Bypass		TRACTINT	Area : AERIAL
Sub: A	WI	Exp: Jun 15, 1981	64.000	ALPHABOW ENERGY *		100.00000000	TWP 29 RGE 18 W4M NE 6
A	120615	Ext: 15	64.000				PNG IN BLAIRMORE;
	ALPHABOW ENERGY			Total Rental: 224.00			PNG IN BASAL_QUARTZ
100.00000000	PINE CLIFF ENE.						(1278.03-1312.77 M UNITIZED)
							EXCL NG IN LOWER_BLAIRMORE
							(1292.35-1347.83 M)

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
DEVELOPED	Dev:	0.000	0.000	Undev:	0.000	0.000
	Prov:	64.000	64.000	NProv:	0.000	0.000
		0.000	0.000			

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

C04844 A	P&S	Oct 18, 2017 (I)
C05821 C	ORR	Nov 22, 1958
C06076	UNIT	Aug 01, 1968
C06076 I	UNIT	Aug 01, 1968
C07530 A	TRUST	Feb 13, 2023

**Royalty / Encumbrances**

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05821 C	GROSS OVERRIDE ROYALTY	ALL	N	N	100.00000000 % of
	Roy Percent: 2.50000000				
	Deduction: UNKNOWN				
	Gas: Royalty:		Min Pay:		Prod/Sales:
	S/S OIL: Min:	Max:	Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:

Paid to: ROYPDTO (C)      Paid by: ROYPDBY (C)  
ZORAYDA OIL CO.      100.00000000      ALPHABOW ENERGY      100.00000000

**PERMITTED DEDUCTIONS -**  
DEDUCTIONS ARE SILENT

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

----- Well U.W.I.      Status/Type -----  
100/16-06-029-18-W4/00 ABND ZN/OIL

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\*\*REPORTED IN HECTARES\*\*

# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23749	A	<b>Deduction:</b> STANDARD					
		<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>	
		<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>	
		<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>	
		<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> TRACTINT (C)			
		ALBERTA ENERGY	100.00000000	ALPHABOW ENERGY	100.00000000		

### Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
C06076	Aug 01, 1968	AERIAL MANNVILLE 'A' UNIT (100 PERCENTALPHABOW ENERGY	
<b>Zone:</b>		PNG IN BLAIRMORE, BASAL QUARTZ	
		Interval Unitized is 4193 feet to 4307 feet	

Unit File No	Effective Date	Unit Name	Unit Operator
C06076	Aug 01, 1968	AERIAL MANNVILLE 'A' UNIT (100 PERCENTALPHABOW ENERGY	
<b>Sub: I</b>		<b>Tract Number: 9</b>	<b>Tract Part%: 11.66800000</b>

M23753	NGLSE	CR	<b>Eff:</b> Sep 29, 1960	64.000	C05767	B	Yes	WI	Area : AERIAL
<b>Sub:</b> A	WI		<b>Exp:</b> Sep 28, 1981	64.000	ALPHABOW ENERGY			93.75000000	TWP 29 RGE 18 W4M NE 6
A	543D		<b>Ext:</b> 15	60.000	DAROIL ENERGY L			6.25000000	NG IN LOWER_BLAIRMORE
	ALPHABOW ENERGY								
100.00000000	ALPHABOW ENERGY								

Total Rental: 224.00

### ----- Related Contracts -----

Status	Prod:	Hectares	Net	NProd:	Hectares	Net		
DEVELOPED	<b>Dev:</b>	0.000	0.000		0.000	0.000	C04844 A	P&S
		64.000	60.000	<b>Undev:</b>	0.000	0.000	C05767 B	JOA
							C05821 C	ORR
							C06076 I	UNIT
								Oct 18, 2017 (I)
								Nov 09, 1971
								Nov 22, 1958
								Aug 01, 1968



**ALPHABOW ENERGY LTD.  
 Mineral Property Report**

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)

M23753 A DAROIL ENERGY L 6.25000000

**Related Units**

Unit File No	Effective Date	Unit Name	Unit Operator
C06076	Aug 01, 1968	AERIAL MANNVILLE 'A' UNIT (100 PERCENTALPHABOW ENERGY	
Sub: I	Tract Number: 9		Tract Part%: 11.66800000

M23751	PNGLSE CR	Eff: Mar 23, 1959	128.000	C05823 B Not Applicable	WI	Area : AERIAL
Sub: A	WR	Exp: Mar 22, 1980	128.000	ALPHABOW ENERGY	93.75000000	TWP 29 RGE 18 W4M NE 7
A	115304A	Ext: 15	120.000	DAROIL ENERGY L	6.25000000	PET TO BASE MANNVILLE
	ALPHABOW ENERGY					(EXCL PNG IN BLAIRMORE;
100.00000000	ALPHABOW ENERGY	Count Acreage = No	Total Rental: 0.00			EXCL PNG IN BASAL_QUARTZ)

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
UNDEVELOPED	Dev:	0.000	0.000	Undev:	128.000	120.000
	Prov:	0.000	0.000	NProv:	0.000	0.000

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

C04844 A	P&S	Oct 18, 2017 (I)
C05821 B	ORR	Nov 22, 1958
C05823 B	FO	Nov 20, 1958

**Royalty / Encumbrances**

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05823 B	GROSS OVERRIDE ROYALTY	ALL	Y	N	100.00000000 % of
	Roy Percent:				
	Deduction: YES				
	Gas: Royalty:	Min Pay:		Prod/Sales:	
	S/S OIL: Min:				

## ALPHABOW ENERGY LTD. Mineral Property Report

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)

<b>Other Percent:</b>	<b>Max:</b>	<b>Div:</b>	<b>Prod/Sales:</b>
		<b>Min:</b>	<b>Prod/Sales:</b>
<b>Paid to:</b> ROYPDTO (C)		<b>Paid by:</b> WI (C)	
ALPHABOW ENERGY	50.00000000	ALPHABOW ENERGY	93.75000000
TORXEN ENERGY	6.25000000	DAROIL ENERGY L	6.25000000
PALLISER PRODUC	43.75000000		

**GENERAL COMMENTS -**

ROYALTY IS EQUAL TO CROWN S/S ROYALTY

**PERMITTED DEDUCTIONS -**

DEDUCTIONS SAME AS CROWN

M23751

A

**Royalty / Encumbrances**

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05821 B	GROSS OVERRIDE ROYALTY	ALL	N	N	100.00000000 % of PROD
	<b>Roy Percent:</b>	1.25000000			
	<b>Deduction:</b>	UNKNOWN			
	<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
	<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
	<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
	<b>Paid to:</b> ROYPDTO (C)		<b>Paid by:</b> ROYPDDBY (C)		
	ZORAYDA OIL CO.	100.00000000	ALPHABOW ENERGY	93.75000000	
			DAROIL ENERGY L	6.25000000	

**PERMITTED DEDUCTIONS -**

DEDUCTIONS ARE SILENT

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# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23751 A

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**Royalty / Encumbrances**

<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>
CROWN SLIDING SCALE	ALL	Y	N	100.00000000 % of
<b>Roy Percent:</b>				
<b>Deduction:</b> STANDARD				
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> WI (C)		
ALBERTA ENERGY 100.00000000		ALPHABOW ENERGY 93.75000000		
		DAROIL ENERGY L 6.25000000		

M23751	PNGLSE CR	<b>Eff:</b> Mar 23, 1959	128.000	C05882 A No	PLD	Area : AERIAL
<b>Sub:</b> B	WR	<b>Exp:</b> Mar 22, 1980	128.000	ALPHABOW ENERGY	96.87500000	TWP 29 RGE 18 W4M NE 7
A	115304A	<b>Ext:</b> 15	124.000	DAROIL ENERGY L	3.12500000	NG TO BASE MANNVILLE (POOLED)
	ALPHABOW ENERGY					(EXCL PNG IN BLAIRMORE;
100.00000000	ALPHABOW ENERGY	<b>Count Acreage =</b> No		<b>Total Rental:</b> 224.00		EXCL PNG IN BASAL_QUARTZ)

Status	Prod:	Hectares	Net	NProd:	Hectares	Net	----- Related Contracts -----
DEVELOPED	Dev:	0.000	0.000	Undev:	0.000	0.000	C04844 A P&S Oct 18, 2017 (I)
	Prov:	128.000	124.000	NProv:	0.000	0.000	C05821 K ORR Nov 22, 1958
		0.000	0.000				C05823 C FO Nov 20, 1958
							C05882 A POOL Feb 08, 2006
							C05823 H FO Nov 20, 1958

**Royalty / Encumbrances**

----- Well U.W.I. Status/Type -----

## ALPHABOW ENERGY LTD. Mineral Property Report

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)

	<b>&lt;Linked&gt;</b>	<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>	
	C05823 C	GROSS OVERRIDE ROYALTY	ALL	Y	N	100.00000000 % of PROD	102/14-07-029-18-W4/00 SUSP/GAS
		<b>Roy Percent:</b>					103/14-07-029-18-W4/00 PUMP/GAS
		<b>Deduction:</b> YES					100/07-07-029-18-W4/02 PUMP/GAS
M23751	B	<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>	100/05-07-029-18-W4/00 PUMP/GAS
		<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>	100/06-07-029-18-W4/00 SUSP/GAS
		<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>	102/14-07-029-18-W4/02 DRLCSD/UNKNOW
		<b>Paid to:</b> ROYPDTO (C)		<b>Paid by:</b> ROYPDDBY (C)			
		ALPHABOW ENERGY 50.00000000		ALPHABOW ENERGY 93.75000000			
		TORXEN ENERGY 6.25000000		DAROIL ENERGY L 6.25000000			
		PALLISER PRODUC 43.75000000					

**GENERAL COMMENTS -**

ROYALTY IS EQUAL TO CROWN S/S ROYALTY

**PERMITTED DEDUCTIONS -**

DEDUCTIONS SAME AS CROWN ROYALTY

### Royalty / Encumbrances

	<b>&lt;Linked&gt;</b>	<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>	
	C05821 K	GROSS OVERRIDE ROYALTY	ALL	N	N	100.00000000 % of PROD	
		<b>Roy Percent:</b> 1.25000000					
		<b>Deduction:</b> UNKNOWN					
		<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>	
		<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>	
		<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>	
		<b>Paid to:</b> ROYPDTO (C)		<b>Paid by:</b> ROYPDDBY (C)			
		ZORAYDA OIL CO. 100.00000000		ALPHABOW ENERGY 93.75000000			

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\*\*REPORTED IN HECTARES\*\*

# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23751	B			DAROIL ENERGY L		6.25000000	
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### PERMITTED DEDUCTIONS - DEDUCTIONS ARE SILENT

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of
<b>Roy Percent:</b>				
<b>Deduction:</b>	STANDARD			
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> WI (C)		
ALBERTA ENERGY 100.00000000		ALPHABOW ENERGY 93.75000000		
		DAROIL ENERGY L 6.25000000		

M23751	PNGLSE CR	<b>Eff:</b> Mar 23, 1959	128.000	C06076 C Bypass	TRACTINT	Area : AERIAL
<b>Sub:</b> C	UN	<b>Exp:</b> Mar 22, 1980	64.000	ALPHABOW ENERGY	100.00000000	TWP 29 RGE 18 W4M NE 7
A	115304A	<b>Ext:</b> UNIT	64.000			PNG IN BLAIRMORE;
	ALPHABOW ENERGY			Total Rental: 0.00		PNG IN BASAL_QUARTZ (UNITIZED)
100.00000000	ALPHABOW ENERGY					

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
DEVELOPED	Dev:	64.000	64.000	Undev:	0.000	0.000
	Prov:	0.000	0.000	NProv:	0.000	0.000

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

C04844 A	P&S	Oct 18, 2017 (I)
C05821 D	ORR	Nov 22, 1958
C05823 A	FO	Nov 20, 1958
C06076 C	UNIT	Aug 01, 1968



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\*\*REPORTED IN HECTARES\*\*

**ALPHABOW ENERGY LTD.  
Mineral Property Report**

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)

M23751	C		<b>Royalty / Encumbrances</b>					----- Well U.W.I. Status/Type -----
								100/10-07-029-18-W4/00 FLOW/OIL
								100/15-07-029-18-W4/00 PUMP/OIL
								100/16-07-029-18-W4/00 SUSP/OIL
								100/09-07-029-18-W4/00 PUMP/OIL
	<b>&lt;Linked&gt;</b>	<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>		
	C05821 D	GROSS OVERRIDE ROYALTY	ALL	N	N	100.00000000 % of		
		<b>Roy Percent:</b>						
		1.25000000						
		<b>Deduction:</b>						
		UNKNOWN						
		<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>		
		<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>		
		<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>		
		<b>Paid to:</b>		<b>Paid by:</b>				
		ROYPDTO (C)		ROYPDBY (C)				
		ZORAYDA OIL CO.	100.00000000	ALPHABOW ENERGY	100.00000000			

**PERMITTED DEDUCTIONS -**  
DEDUCTIONS ARE SILENT

	<b>&lt;Linked&gt;</b>	<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>	
	C05823 A	GROSS OVERRIDE ROYALTY	ALL	Y	N	100.00000000 % of PROD	
		<b>Roy Percent:</b>					
		<b>Deduction:</b>					
		YES					
		<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>	
		<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>	
		<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>	
		<b>Paid to:</b>		<b>Paid by:</b>			
		ROYPDTO (C)		ROYPDBY (C)			
		ALPHABOW ENERGY	50.00000000	ALPHABOW ENERGY	100.00000000		
		TORXEN ENERGY	6.25000000				
		PALLISER PRODUC	43.75000000				

### ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23751      C      **GENERAL COMMENTS -**  
 ROYALTY IS EQUAL TO CROWN S/S ROYALTY  
**PERMITTED DEDUCTIONS -**  
 DEDUCTIONS SAME AS CROWN

<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of
<b>Roy Percent:</b>				
<b>Deduction:</b>	STANDARD			
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
<b>Paid to:</b>	LESSOR (M)	<b>Paid by:</b>	TRACTINT (C)	
	ALBERTA ENERGY      100.00000000		ALPHABOW ENERGY      100.00000000	

#### Related Units

<b>Unit File No</b>	<b>Effective Date</b>	<b>Unit Name</b>	<b>Unit Operator</b>
C06076	Aug 01, 1968	AERIAL MANNVILLE 'A' UNIT (100 PERCENTALPHABOW ENERGY	
<b>Sub: C</b>	<b>Tract Number: 3</b>		<b>Tract Part%: 31.56300000</b>

M23751	PNGLSE	CR	<b>Eff:</b> Mar 23, 1959	128.000	C06076	B Bypass	TRACTINT	Area : AERIAL
<b>Sub:</b> D	WI		<b>Exp:</b> Mar 22, 1980	64.000	ALPHABOW ENERGY		100.00000000	TWP 29 RGE 18 W4M NW 7
A	115304A		<b>Ext:</b> UNIT	64.000				PNG IN BLAIRMORE;
	ALPHABOW ENERGY							PNG IN BASAL_QUARTZ (UNITIZED)
100.00000000	ALPHABOW ENERGY					Total Rental: 0.00		

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

## ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23751

<b>Sub:</b> D	<b>Status</b>		<b>Hectares</b>	<b>Net</b>		<b>Hectares</b>	<b>Net</b>	C04844 A	P&S	Oct 18, 2017 (I)
		<b>Prod:</b>	0.000	0.000	<b>NProd:</b>	0.000	0.000	C05821 C	ORR	Nov 22, 1958
	DEVELOPED	<b>Dev:</b>	64.000	64.000	<b>Undev:</b>	0.000	0.000	C06076 B	UNIT	Aug 01, 1968
		<b>Prov:</b>	0.000	0.000	<b>NProv:</b>	0.000	0.000			

### Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05821 C	GROSS OVERRIDE ROYALTY	ALL	N	N	100.00000000 % of
	<b>Roy Percent:</b> 2.50000000				
	<b>Deduction:</b> UNKNOWN				
	<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
	<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
	<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
	<b>Paid to:</b> ROYPDTO (C)		<b>Paid by:</b> ROYPDBY (C)		
	ZORAYDA OIL CO. 100.00000000		ALPHABOW ENERGY 100.00000000		

**PERMITTED DEDUCTIONS -**  
DEDUCTIONS ARE SILENT

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

**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:** LESSOR (M)  
 ALBERTA ENERGY 100.00000000

**Paid by:** TRACTINT (C)  
 ALPHABOW ENERGY 100.00000000

**Related Units**

Unit File No	Effective Date	Unit Name	Unit Operator
C06076	Aug 01, 1968	AERIAL MANNVILLE 'A' UNIT (100 PERCENTALPHABOW ENERGY	ALPHABOW ENERGY
<b>Sub: B</b>	<b>Tract Number: 2</b>		<b>Tract Part%: 1.66600000</b>

M23751	PNGLSE CR	<b>Eff:</b> Mar 23, 1959	128.000	C05823 I	Not Applicable	WI	Area : AERIAL
<b>Sub: E</b>	WI	<b>Exp:</b> Mar 22, 1980	128.000	ALPHABOW ENERGY		93.75000000	TWP 29 RGE 18 W4M NW 7
A	115304A	<b>Ext:</b> 15	120.000	DAROIL ENERGY L		6.25000000	PET TO BASE MANNVILLE
	ALPHABOW ENERGY						(EXCL PNG IN BLAIRMORE;
100.00000000	ALPHABOW ENERGY	<b>Count Acreage =</b> No		Total Rental:	0.00		EXCL PNG IN BASAL_QUARTZ)

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
UNDEVELOPED	<b>Dev:</b>	0.000	0.000	<b>Undev:</b>	128.000	120.000
	<b>Prov:</b>	0.000	0.000	<b>NProv:</b>	0.000	0.000

----- **Related Contracts** -----

C04844 A	P&S	Oct 18, 2017 (I)
C05821 M	ORR	Nov 22, 1958
C05823 I	FO	Nov 20, 1958

**Royalty / Encumbrances**

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05821 M	GROSS OVERRIDE ROYALTY	ALL	N	N	100.00000000 % of PROD
	<b>Roy Percent:</b>	2.50000000			
	<b>Deduction:</b>	UNKNOWN			

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# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23751	E	<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>	
		<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>	
		<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>	
		<b>Paid to:</b> ROYPDTO (C)		<b>Paid by:</b> ROYPDBY (C)			
		ZORAYDA OIL CO.	100.00000000	ALPHABOW ENERGY	93.75000000		
				DAROIL ENERGY L	6.25000000		

**PERMITTED DEDUCTIONS -**  
DEDUCTIONS ARE SILENT

### Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of
<b>Roy Percent:</b>				
<b>Deduction:</b> STANDARD				
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> WI (C)		
ALBERTA ENERGY	100.00000000	ALPHABOW ENERGY	93.75000000	
		DAROIL ENERGY L	6.25000000	

M23751	PNGLSE	CR	<b>Eff:</b> Mar 23, 1959	128.000	C05882	A No	PLD	Area : AERIAL
<b>Sub:</b> F	WI		<b>Exp:</b> Mar 22, 1980	128.000	ALPHABOW ENERGY		96.87500000	TWP 29 RGE 18 W4M NW 7

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# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23751

Sub: F

A	115304A	Ext: 15	124.000	DAROIL ENERGY L	3.12500000	NG TO BASE MANNVILLE (POOLED) (EXCL PNG IN BLAIRMORE; EXCL PNG IN BASAL_QUARTZ)
100.00000000	ALPHABOW ENERGY	Count Acreage = No		Total Rental: 224.00		

Status		Hectares	Net		Hectares	Net	----- Related Contracts -----
	Prod:	0.000	0.000	NProd:	0.000	0.000	C04844 A P&S Oct 18, 2017 (I)
DEVELOPED	Dev:	128.000	124.000	Undev:	0.000	0.000	C05821 L ORR Nov 22, 1958
	Prov:	0.000	0.000	NProv:	0.000	0.000	C05882 A POOL Feb 08, 2006
							C05823 H FO Nov 20, 1958

### Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05821 L	GROSS OVERRIDE ROYALTY	ALL	N	N	100.00000000 % of PROD
	Roy Percent: 2.50000000				
	Deduction: UNKNOWN				
	Gas: Royalty:		Min Pay:		Prod/Sales:
	S/S OIL: Min:	Max:	Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:

----- Well U.W.I.	Status/Type -----
102/14-07-029-18-W4/00	SUSP/GAS
103/14-07-029-18-W4/00	PUMP/GAS
100/07-07-029-18-W4/02	PUMP/GAS
100/05-07-029-18-W4/00	PUMP/GAS
100/06-07-029-18-W4/00	SUSP/GAS
102/14-07-029-18-W4/02	DRLCSD/UNKNOW

<b>Paid to:</b> ROYPDTO (C) ZORAYDA OIL CO. 100.00000000	<b>Paid by:</b> ROYPDDBY (C) ALPHABOW ENERGY 93.75000000 DAROIL ENERGY L 6.25000000
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PERMITTED DEDUCTIONS -  
DEDUCTIONS ARE SILENT

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
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# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23751	F	LESSOR ROYALTY	ALL		Y	N	100.00000000 % of PROD
		<b>Roy Percent:</b>					
		<b>Deduction:</b> STANDARD					
		<b>Gas: Royalty:</b>			<b>Min Pay:</b>		<b>Prod/Sales:</b>
		<b>S/S OIL: Min:</b>			<b>Div:</b>		<b>Prod/Sales:</b>
		<b>Other Percent:</b>			<b>Max:</b>		<b>Prod/Sales:</b>
		<b>Paid to:</b> LESSOR (M)			<b>Paid by:</b> WI (C)		
		ALBERTA ENERGY	100.00000000		ALPHABOW ENERGY	93.75000000	
					DAROIL ENERGY L	6.25000000	

M23759	PNGLSE	CR	<b>Eff:</b> Mar 23, 1959	128.000	C05772	A	No	WI	Area : AERIAL
<b>Sub:</b> A	WI		<b>Exp:</b> Mar 22, 1980	0.000	ALPHABOW ENERGY			100.00000000	TWP 29 RGE 18 W4M SW 7
A	115304		<b>Ext:</b> 15	0.000					
	ALPHABOW ENERGY				Total Rental:		0.00		PET TO BASE MANNVILLE
100.00000000	ALPHABOW ENERGY		<b>Count Acreage =</b>	No					

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
UNDEVELOPED	Dev:	0.000	0.000	Undev:	0.000	0.000
	Prov:	0.000	0.000	NProv:	0.000	0.000

----- Related Contracts -----		
C04844 A	P&S	Oct 18, 2017 (I)
C05772 A	FO	Apr 18, 1961

### Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05772 A	GROSS OVERRIDE ROYALTY	ALL	Y	N	50.00000000 % of
	<b>Roy Percent:</b>				

### ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23759	A	<b>Deduction:</b> YES					
		<b>Gas: Royalty:</b> 5.00000000		<b>Min Pay:</b>		<b>Prod/Sales:</b> PROD	
		<b>S/S OIL: Min:</b> 2.50000000	<b>Max:</b> 10.00000000	<b>Div:</b> 1/200		<b>Prod/Sales:</b> PROD	
		<b>Other Percent:</b> 5		<b>Min:</b>		<b>Prod/Sales:</b> PROD	
		<b>Paid to:</b> ROYPDTO (C)		<b>Paid by:</b> WI (C)			
		TORXEN ENERGY 12.50000000		ALPHABOW ENERGY 100.00000000			
		PALLISER PRODUC 87.50000000					

**PERMITTED DEDUCTIONS -**

ORR INTEREST IN THE PET SUBSTANCES PRODUCED TO BE DELIVERED FREE OF EXPENSE AT THE WELLHEAD. HOWEVER, IF PET SUBSTANCES ARE NOT SALEABLE AT WELLHEAD AND REQUIRE DELIVERY TO SOME OTHER POINT ROYALTY OWNER'S SHARE OF THOSE COSTS MAY BE DEDUCTED, AS MAY BE ALLOWED IN THE LEASE.

**TAKE IN KIND -**

MAY TAKE IN KIND - 30 DAYS NOTICE

**Royalty / Encumbrances**

<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of PROD
<b>Roy Percent:</b>				
<b>Deduction:</b> STANDARD				
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> WI (C)		
ALBERTA ENERGY 100.00000000		ALPHABOW ENERGY 100.00000000		



## ALPHABOW ENERGY LTD. Mineral Property Report

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

M23759	PNGLSE CR	<b>Eff:</b> Mar 23, 1959	128.000	C05772 B No		WI	Area : AERIAL
<b>Sub:</b> B	WI	<b>Exp:</b> Mar 22, 1980	0.000	ALPHABOW ENERGY		100.00000000	TWP 29 RGE 18 W4M SE 7
A	115304	<b>Ext:</b> 15	0.000				PET TO BASE MANNVILLE
	ALPHABOW ENERGY			Total Rental:	0.00		(EXCL PET IN BLAIRMORE;
100.00000000	ALPHABOW ENERGY	<b>Count Acreage =</b> No					EXCL PET IN BASAL_QUARTZ)

Status	Hectares	Net	Hectares	Net	Related Contracts
	<b>Prod:</b> 0.000	0.000	<b>NProd:</b> 0.000	0.000	C04844 A P&S Oct 18, 2017 (I)
DEVELOPED	<b>Dev:</b> 0.000	0.000	<b>Undev:</b> 0.000	0.000	C05772 B FO Apr 18, 1961
	<b>Prov:</b> 0.000	0.000	<b>NProv:</b> 0.000	0.000	

### Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05772 B	GROSS OVERRIDE ROYALTY	ALL	Y	N	50.00000000 % of
	<b>Roy Percent:</b>				
	<b>Deduction:</b> YES				
	<b>Gas Royalty:</b> 5.00000000		<b>Min Pay:</b>		<b>Prod/Sales:</b> PROD
	<b>S/S OIL: Min:</b> 2.50000000	<b>Max:</b> 10.00000000	<b>Div:</b> 1/200		<b>Prod/Sales:</b> PROD
	<b>Other Percent:</b> 5		<b>Min:</b>		<b>Prod/Sales:</b> PROD
	<b>Paid to:</b> ROYPDTO (C)		<b>Paid by:</b> WI (C)		
	TORXEN ENERGY 12.50000000		ALPHABOW ENERGY 100.00000000		
	PALLISER PRODUC 87.50000000				

#### PERMITTED DEDUCTIONS - Dec 09, 2004

ORR INTEREST IN THE PET SUBSTANCES PRODUCED TO BE DELIVERED FREE OF EXPENSE AT THE WELLHEAD. HOWEVER, IF PET SUBSTANCES ARE NOT SALEABLE AT WELLHEAD AND REQUIRE DELIVERY TO SOME OTHER POINT ROYALTY OWNER'S SHARE OF THOSE COSTS MAY BE DEDUCTED, AS MAY BE ALLOWED IN THE LEASE.

Report Date: Sep 04, 2024

Page Number: 95

\*\*REPORTED IN HECTARES\*\*

# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23759 B TAKE IN KIND -  
MAY TAKE IN KIND - 30 DAYS NOTICE

<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of
<b>Roy Percent:</b>				
<b>Deduction:</b> STANDARD				
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> WI (C)		
ALBERTA ENERGY 100.00000000		ALPHABOW ENERGY 100.00000000		

M23759	PNGLSE CR	<b>Eff:</b> Mar 23, 1959	128.000	C05882 A No	PLD
<b>Sub:</b> G	WI	<b>Exp:</b> Mar 22, 1980	64.000	ALPHABOW ENERGY	96.87500000
A	115304	<b>Ext:</b> 15	62.000	DAROIL ENERGY L	3.12500000
100.00000000	ALPHABOW ENERGY				
	ALPHABOW ENERGY		Total Rental: 224.00		

Area : AERIAL  
TWP 29 RGE 18 W4M SW 7  
NG TO BASE MANNVILLE  
(EXCL NG IN BLAIRMORE;  
EXCL NG IN BASAL\_QUARTZ)

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
DEVELOPED	Dev:	0.000	0.000	Undev:	0.000	0.000
	Prov:	64.000	62.000	NProv:	0.000	0.000
		0.000	0.000		0.000	0.000

----- **Related Contracts** -----  
C04844 A P&S Oct 18, 2017 (I)  
C05772 C FO Apr 18, 1961  
C05882 A POOL Feb 08, 2006

Royalty / Encumbrances

----- **Well U.W.I.** **Status/Type** -----  
102/14-07-029-18-W4/00 SUSP/GAS

## ALPHABOW ENERGY LTD. Mineral Property Report

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)

	<b>&lt;Linked&gt;</b>	<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>	
	C05772 C	GROSS OVERRIDE ROYALTY	ALL	Y	N	50.00000000 % of	103/14-07-029-18-W4/00 PUMP/GAS
		<b>Roy Percent:</b>					100/07-07-029-18-W4/02 PUMP/GAS
		<b>Deduction:</b> YES					100/05-07-029-18-W4/00 PUMP/GAS
M23759	G	<b>Gas: Royalty:</b> 5.00000000		<b>Min Pay:</b>		<b>Prod/Sales:</b> PROD	100/06-07-029-18-W4/00 SUSP/GAS
		<b>S/S OIL: Min:</b> 2.50000000	<b>Max:</b> 10.00000000	<b>Div:</b> 1/200		<b>Prod/Sales:</b> PROD	102/14-07-029-18-W4/02 DRLCSD/UNKNOW
		<b>Other Percent:</b> 5		<b>Min:</b>		<b>Prod/Sales:</b> PROD	
		<b>Paid to:</b> ROYPDTO (C)		<b>Paid by:</b> ROYPD BY (C)			
		TORXEN ENERGY 12.50000000		ALPHABOW ENERGY 100.00000000			
		PALLISER PRODUC 87.50000000					

**PERMITTED DEDUCTIONS - Dec 09, 2004**

ORR INTEREST IN THE PET SUBSTANCES PRODUCED TO BE DELIVERED FREE OF EXPENSE AT THE WELLHEAD. HOWEVER, IF PET SUBSTANCES ARE NOT SALEABLE AT WELLHEAD AND REQUIRE DELIVERY TO SOME OTHER POINT ROYALTY OWNER'S SHARE OF THOSE COSTS MAY BE DEDUCTED, AS MAY BE ALLOWED IN THE LEASE.

**TAKE IN KIND -**

MAY TAKE IN KIND - 30 DAYS NOTICE

### Royalty / Encumbrances

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

## ALPHABOW ENERGY LTD. Mineral Property Report

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

(cont'd)

M23759	G	Paid to: LESSOR (M) ALBERTA ENERGY	100.00000000	Paid by: PREPL2 (C) ALPHABOW ENERGY	100.00000000
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M23759	PNGLSE	CR	Eff: Mar 23, 1959	128.000	C05882 A No	PLD	Area : AERIAL
<b>Sub:</b> H	WI		Exp: Mar 22, 1980	0.000	ALPHABOW ENERGY	96.87500000	TWP 29 RGE 18 W4M SE 7
A	115304		Ext: 15	0.000	DAROIL ENERGY L	3.12500000	

100.00000000	ALPHABOW ENERGY	Count Acreage = No	Total Rental: 224.00		NG TO BASE MANNVILLE (EXCL NG IN BLAIRMORE; EXCL NG IN BASAL_QUARTZ)
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Status	Prod:	Hectares	Net	NProd:	Hectares	Net
DEVELOPED	Dev:	0.000	0.000	Undev:	0.000	0.000
	Prov:	0.000	0.000	NProv:	0.000	0.000

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

C04844 A	P&S	Oct 18, 2017 (I)
C05772 D	FO	Apr 18, 1961
C05882 A	POOL	Feb 08, 2006

### Royalty / Encumbrances

<b>&lt;Linked&gt;</b>	<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>
C05772 D	GROSS OVERRIDE ROYALTY	ALL	Y	N	50.00000000 % of

**Roy Percent:**

**Deduction:** YES

**Gas: Royalty:** 5.00000000

**S/S OIL: Min:** 2.50000000

**Other Percent:** 5

**Max:** 10.00000000

**Min Pay:**

**Div:** 1/200

**Min:**

**Prod/Sales:** PROD

**Prod/Sales:** PROD

**Prod/Sales:** PROD

**Paid to:** ROYPDTO (C)  
TORXEN ENERGY 12.50000000

**Paid by:** ROYPD (C)  
ALPHABOW ENERGY 100.00000000

----- Well U.W.I. Status/Type -----

102/14-07-029-18-W4/00	SUSP/GAS
103/14-07-029-18-W4/00	PUMP/GAS
100/07-07-029-18-W4/02	PUMP/GAS
100/05-07-029-18-W4/00	PUMP/GAS
100/06-07-029-18-W4/00	SUSP/GAS
102/14-07-029-18-W4/02	DRLCSD/UNKNOW

## ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23759      H      PALLISER PRODUC      87.50000000

**PERMITTED DEDUCTIONS - Dec 09, 2004**

ORR INTEREST IN THE PET SUBSTANCES PRODUCED TO BE DELIVERED FREE OF EXPENSE AT THE WELLHEAD. HOWEVER, IF PET SUBSTANCES ARE NOT SALEABLE AT WELLHEAD AND REQUIRE DELIVERY TO SOME OTHER POINT ROYALTY OWNER'S SHARE OF THOSE COSTS MAY BE DEDUCTED, AS MAY BE ALLOWED IN THE LEASE.

**TAKE IN KIND -**

MAY TAKE IN KIND - 30 DAYS NOTICE

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of PROD
<b>Roy Percent:</b>				
<b>Deduction:</b>	STANDARD			
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> PREPL2 (C)		
ALBERTA ENERGY      100.00000000		ALPHABOW ENERGY      100.00000000		

M23759	PNGLSE	CR	<b>Eff:</b> Mar 23, 1959	0.000		WI	Area : AERIAL
<b>Sub:</b> I	WI		<b>Exp:</b> Mar 22, 1980	0.000	ALPHABOW ENERGY	100.00000000	TWP 29 RGE 18 W4M SW 7
A	115304		<b>Ext:</b> 15	0.000			
	ALPHABOW ENERGY				Total Rental:	0.00	NG IN BLAIRMORE;
100.00000000	ALPHABOW ENERGY	<b>Count Acreage =</b>	No				NG IN BASAL_QUARTZ

## ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23759

<b>Sub:</b> I	<b>Status</b>		<b>Hectares</b>	<b>Net</b>	<b>Hectares</b>	<b>Net</b>	<b>----- Related Contracts -----</b>
		<b>Prod:</b>	0.000	0.000	<b>NProd:</b>	0.000	
	UNDEVELOPED	<b>Dev:</b>	0.000	0.000	<b>Undev:</b>	0.000	C04844 A P&S Oct 18, 2017 (I)
		<b>Prov:</b>	0.000	0.000	<b>NProv:</b>	0.000	C05772 C FO Apr 18, 1961

### Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05772 C	GROSS OVERRIDE ROYALTY	ALL	Y	N	50.00000000 % of
	<b>Roy Percent:</b>				
	<b>Deduction:</b> YES				
	<b>Gas: Royalty:</b> 5.00000000		<b>Min Pay:</b>		<b>Prod/Sales:</b> PROD
	<b>S/S OIL: Min:</b> 2.50000000	<b>Max:</b> 10.00000000	<b>Div:</b> 1/200		<b>Prod/Sales:</b> PROD
	<b>Other Percent:</b> 5		<b>Min:</b>		<b>Prod/Sales:</b> PROD
	<b>Paid to:</b> ROYPDTO (C)		<b>Paid by:</b> ROYPDBY (C)		
	TORXEN ENERGY 12.50000000		ALPHABOW ENERGY 100.00000000		
	PALLISER PRODUC 87.50000000				

**PERMITTED DEDUCTIONS - Dec 09, 2004**

ORR INTEREST IN THE PET SUBSTANCES PRODUCED TO BE DELIVERED FREE OF EXPENSE AT THE WELLHEAD. HOWEVER, IF PET SUBSTANCES ARE NOT SALEABLE AT WELLHEAD AND REQUIRE DELIVERY TO SOME OTHER POINT ROYALTY OWNER'S SHARE OF THOSE COSTS MAY BE DEDUCTED, AS MAY BE ALLOWED IN THE LEASE.

**TAKE IN KIND -**

MAY TAKE IN KIND - 30 DAYS NOTICE

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
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**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)

M23759	I	LESSOR ROYALTY	ALL		Y	N	100.00000000 % of PROD
		<b>Roy Percent:</b>					
		<b>Deduction:</b> STANDARD					
		<b>Gas: Royalty:</b>		<b>Min Pay:</b>			<b>Prod/Sales:</b>
		<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>			<b>Prod/Sales:</b>
		<b>Other Percent:</b>		<b>Min:</b>			<b>Prod/Sales:</b>
		<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> WI (M)			
		ALBERTA ENERGY 100.00000000		ALPHABOW ENERGY 100.00000000			

M23759	PNGLSE	CR	<b>Eff:</b> Mar 23, 1959	128.000	C06076	G Bypass	TRACTINT	Area : AERIAL
<b>Sub:</b> F	UN		<b>Exp:</b> Mar 22, 1980	16.000	ALPHABOW ENERGY		100.00000000	TWP 29 RGE 18 W4M LSD 1 SEC 7
A	115304		<b>Ext:</b> UNIT	16.000				PNG IN BLAIRMORE;
	ALPHABOW ENERGY				Total Rental:	0.00		PNG IN BASAL_QUARTZ (UNITIZED)
100.00000000	ALPHABOW ENERGY							

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
DEVELOPED	Dev:	16.000	16.000	Undev:	0.000	0.000
	Prov:	0.000	0.000	NProv:	0.000	0.000

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

C04844 A	P&S	Oct 18, 2017 (I)
C05772 E	FO	Apr 18, 1961
C06076 G	UNIT	Aug 01, 1968

----- Well U.W.I. Status/Type -----  
100/01-07-029-18-W4/00 PUMP/OIL

**Royalty / Encumbrances**

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05772 E	GROSS OVERRIDE ROYALTY	ALL	Y	N	50.00000000 % of
	<b>Roy Percent:</b>				
	<b>Deduction:</b> YES				
	<b>Gas: Royalty:</b> 5.00000000		<b>Min Pay:</b>		<b>Prod/Sales:</b> PROD
	<b>S/S OIL: Min:</b>				

# ALPHABOW ENERGY LTD. Mineral Property Report

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)

2.50000000    **Max:** 10.00000000    **Div:** 1/200    **Prod/Sales:** PROD  
**Other Percent:** 5    **Min:**    **Prod/Sales:** PROD

**Paid to:** ROYPDTO (C)    **Paid by:** ROYPDDBY (C)  
TORXEN ENERGY    12.50000000    ALPHABOW ENERGY    100.00000000  
PALLISER PRODUC    87.50000000

**PERMITTED DEDUCTIONS - Dec 09, 2004**

ORR INTEREST IN THE PET SUBSTANCES PRODUCED TO BE DELIVERED FREE OF EXPENSE AT THE WELLHEAD. HOWEVER, IF PET SUBSTANCES ARE NOT SALEABLE AT WELLHEAD AND REQUIRE DELIVERY TO SOME OTHER POINT ROYALTY OWNER'S SHARE OF THOSE COSTS MAY BE DEDUCTED, AS MAY BE ALLOWED IN THE LEASE.

**TAKE IN KIND -**

MAY TAKE IN KIND - 30 DAYS NOTICE

M23759

F

**Royalty / Encumbrances**

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

**Paid to:** LESSOR (M)    **Paid by:** TRACTINT (C)  
ALBERTA ENERGY    100.00000000    ALPHABOW ENERGY    100.00000000

**Related Units**

Unit File No	Effective Date	Unit Name	Unit Operator
C06076	Aug 01, 1968	AERIAL MANNVILLE 'A' UNIT (100 PERCENT)	ALPHABOW ENERGY
<b>Sub: G</b>	<b>Tract Number:</b> 7		<b>Tract Part%:</b> 8.73500000



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\*\*REPORTED IN HECTARES\*\*

## ALPHABOW ENERGY LTD. Mineral Property Report

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

M23759	PNGLSE	CR	<b>Eff:</b> Mar 23, 1959	128.000	C06076	F Bypass	TRACTINT	Area : AERIAL
<b>Sub:</b> E	UN		<b>Exp:</b> Mar 22, 1980	16.000	ALPHABOW ENERGY		100.00000000	TWP 29 RGE 18 W4M LSD 2 SEC 7
A	115304		<b>Ext:</b> UNIT	16.000				PNG IN BLAIRMORE;
	ALPHABOW ENERGY				Total Rental:	0.00		PNG IN BASAL_QUARTZ (UNITIZED)
100.00000000	ALPHABOW ENERGY							

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

C04844 A	P&S	Oct 18, 2017 (I)
C05772 E	FO	Apr 18, 1961
C06076 F	UNIT	Aug 01, 1968

Status	Hectares	Net	Hectares	Net
	<b>Prod:</b> 0.000	0.000	<b>NProd:</b> 0.000	0.000
DEVELOPED	<b>Dev:</b> 16.000	16.000	<b>Undev:</b> 0.000	0.000
	<b>Prov:</b> 0.000	0.000	<b>NProv:</b> 0.000	0.000

### Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05772 E	GROSS OVERRIDE ROYALTY	ALL	Y	N	50.00000000 % of
	<b>Roy Percent:</b>				
	<b>Deduction:</b> YES				
	<b>Gas Royalty:</b> 5.00000000		<b>Min Pay:</b>		<b>Prod/Sales:</b> PROD
	<b>S/S OIL: Min:</b> 2.50000000	<b>Max:</b> 10.00000000	<b>Div:</b> 1/200		<b>Prod/Sales:</b> PROD
	<b>Other Percent:</b> 5		<b>Min:</b>		<b>Prod/Sales:</b> PROD
	<b>Paid to:</b> ROYPDTO (C)		<b>Paid by:</b> ROYPDBY (C)		
	TORXEN ENERGY 12.50000000		ALPHABOW ENERGY 100.00000000		
	PALLISER PRODUC 87.50000000				

#### PERMITTED DEDUCTIONS - Dec 09, 2004

ORR INTEREST IN THE PET SUBSTANCES PRODUCED TO BE DELIVERED FREE OF EXPENSE AT THE WELLHEAD. HOWEVER, IF PET SUBSTANCES ARE NOT SALEABLE AT WELLHEAD AND REQUIRE DELIVERY TO SOME OTHER POINT ROYALTY OWNER'S SHARE OF THOSE COSTS MAY BE DEDUCTED, AS MAY BE ALLOWED IN THE LEASE.

**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)

M23759 E TAKE IN KIND -  
MAY TAKE IN KIND - 30 DAYS NOTICE

<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>
LESSOR ROYALTY	ALL	Y	N	% of
<b>Roy Percent:</b>				
<b>Deduction:</b> STANDARD				
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> TRACTINT (C)		
ALBERTA ENERGY 100.00000000		ALPHABOW ENERGY 100.00000000		

**Related Units**

<b>Unit File No</b>	<b>Effective Date</b>	<b>Unit Name</b>	<b>Unit Operator</b>
C06076	Aug 01, 1968	AERIAL MANNVILLE 'A' UNIT (100 PERCENTALPHABOW ENERGY	
<b>Sub: F</b>	<b>Tract Number: 6</b>		<b>Tract Part%: 1.42700000</b>

M23759	PNGLSE CR	<b>Eff:</b> Mar 23, 1959	128.000	C06076 D Bypass	TRACTINT
<b>Sub: C</b>	UN	<b>Exp:</b> Mar 22, 1980	16.000	ALPHABOW ENERGY	100.00000000
A	115304	<b>Ext:</b> UNIT	16.000		
	ALPHABOW ENERGY			Total Rental:	0.00
100.00000000	ALPHABOW ENERGY				

Area : AERIAL  
TWP 29 RGE 18 W4M LSD 7 SEC 7  
PNG IN BLAIRMORE;  
PNG IN BASAL\_QUARTZ (UNITIZED)

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

<b>Status</b>	<b>Hectares</b>	<b>Net</b>	<b>Hectares</b>	<b>Net</b>
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\*\*REPORTED IN HECTARES\*\*

# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23759										
<b>Sub: C</b>		<b>Prod:</b>	0.000	0.000	<b>NProd:</b>	0.000	0.000	C05772 E	FO	Apr 18, 1961
	DEVELOPED	<b>Dev:</b>	16.000	16.000	<b>Undev:</b>	0.000	0.000	C06076 D	UNIT	Aug 01, 1968
		<b>Prov:</b>	0.000	0.000	<b>NProv:</b>	0.000	0.000			

----- Well U.W.I. Status/Type -----  
100/07-07-029-18-W4/00 ABND ZN/UNKNO

### Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05772 E	GROSS OVERRIDE ROYALTY	ALL	Y	N	50.00000000 % of
	<b>Roy Percent:</b>				
	<b>Deduction:</b> YES				
	<b>Gas: Royalty:</b> 5.00000000		<b>Min Pay:</b>		<b>Prod/Sales:</b> PROD
	<b>S/S OIL: Min:</b> 2.50000000	<b>Max:</b> 10.00000000	<b>Div:</b> 1/200		<b>Prod/Sales:</b> PROD
	<b>Other Percent:</b> 5		<b>Min:</b>		<b>Prod/Sales:</b> PROD
	<b>Paid to:</b> ROYPDTO (C)		<b>Paid by:</b> ROYPDBY (C)		
	TORXEN ENERGY 12.50000000		ALPHABOW ENERGY 100.00000000		
	PALLISER PRODUC 87.50000000				

### PERMITTED DEDUCTIONS - Dec 09, 2004

ORR INTEREST IN THE PET SUBSTANCES PRODUCED TO BE DELIVERED FREE OF EXPENSE AT THE WELLHEAD. HOWEVER, IF PET SUBSTANCES ARE NOT SALEABLE AT WELLHEAD AND REQUIRE DELIVERY TO SOME OTHER POINT ROYALTY OWNER'S SHARE OF THOSE COSTS MAY BE DEDUCTED, AS MAY BE ALLOWED IN THE LEASE.

### TAKE IN KIND -

MAY TAKE IN KIND - 30 DAYS NOTICE

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

**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)

M23759	C	<b>Roy Percent:</b>					
		<b>Deduction:</b>	STANDARD				
		<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>	
		<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>	
		<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>	
		<b>Paid to:</b>	LESSOR (M)	<b>Paid by:</b>	TRACTINT (C)		
			ALBERTA ENERGY 100.00000000		ALPHABOW ENERGY 100.00000000		

**Related Units**

Unit File No	Effective Date	Unit Name	Unit Operator
C06076	Aug 01, 1968	AERIAL MANNVILLE 'A' UNIT (100 PERCENT)	ALPHABOW ENERGY
<b>Sub: D</b>	<b>Tract Number: 4</b>		<b>Tract Part%: 1.52600000</b>

M23759	PNGLSE CR	<b>Eff:</b> Mar 23, 1959	128.000	C06076 E Bypass	TRACTINT	Area : AERIAL
<b>Sub: D</b>	UN	<b>Exp:</b> Mar 22, 1980	16.000	ALPHABOW ENERGY	100.00000000	TWP 29 RGE 18 W4M LSD 8 SEC 7
A	115304	<b>Ext:</b> UNIT	16.000			PNG IN BLAIRMORE;
	ALPHABOW ENERGY			Total Rental:	0.00	PNG IN BASAL_QUARTZ (UNITIZED)
100.00000000	ALPHABOW ENERGY					

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
DEVELOPED		0.000	0.000		0.000	0.000
	<b>Dev:</b>	16.000	16.000	<b>Undev:</b>	0.000	0.000
	<b>Prov:</b>	0.000	0.000	<b>NProv:</b>	0.000	0.000

----- **Related Contracts** -----

C04844 A	P&S	Oct 18, 2017 (I)
C05772 E	FO	Apr 18, 1961
C06076 E	UNIT	Aug 01, 1968

----- **Well U.W.I.** **Status/Type** -----

100/08-07-029-18-W4/00 INJ/GAS

**Royalty / Encumbrances**

## ALPHABOW ENERGY LTD. Mineral Property Report

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)

<b>&lt;Linked&gt;</b>	<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>	
C05772 E	GROSS OVERRIDE ROYALTY	ALL	Y	N	50.00000000	% of

**Roy Percent:**

**Deduction:** YES

M23759	D	<b>Gas: Royalty:</b> 5.00000000		<b>Min Pay:</b>		<b>Prod/Sales:</b> PROD
		<b>S/S OIL: Min:</b> 2.50000000	<b>Max:</b> 10.00000000	<b>Div:</b> 1/200		<b>Prod/Sales:</b> PROD
		<b>Other Percent:</b> 5		<b>Min:</b>		<b>Prod/Sales:</b> PROD

**Paid to:** ROYPDTO (C)

TORXEN ENERGY 12.50000000

PALLISER PRODUC 87.50000000

**Paid by:** ROYPDDBY (C)

ALPHABOW ENERGY 100.00000000

**PERMITTED DEDUCTIONS - Dec 09, 2004**

ORR INTEREST IN THE PET SUBSTANCES PRODUCED TO BE DELIVERED FREE OF EXPENSE AT THE WELLHEAD. HOWEVER, IF PET SUBSTANCES ARE NOT SALEABLE AT WELLHEAD AND REQUIRE DELIVERY TO SOME OTHER POINT ROYALTY OWNER'S SHARE OF THOSE COSTS MAY BE DEDUCTED, AS MAY BE ALLOWED IN THE LEASE.

**TAKE IN KIND -**

MAY TAKE IN KIND - 30 DAYS NOTICE

### Royalty / Encumbrances

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

**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)

M23759 D **Paid to:** LESSOR (M) **Paid by:** TRACTINT (C)  
ALBERTA ENERGY 100.00000000 ALPHABOW ENERGY 100.00000000

**Related Units**

Unit File No	Effective Date	Unit Name	Unit Operator
C06076	Aug 01, 1968	AERIAL MANNVILLE 'A' UNIT (100 PERCENTALPHABOW ENERGY	
<b>Sub: E</b>	<b>Tract Number: 5</b>		<b>Tract Part%: 6.78300000</b>

M23752	PNGLSE FH	<b>Eff:</b> Jul 07, 1959	128.000	C05825 A No	WI	Area : AERIAL
<b>Sub: A</b>	WI	<b>Exp:</b> Jul 06, 1969	0.000	ALPHABOW ENERGY	96.87500000	TWP 29 RGE 18 W4M W 8
A	MAPLE LEAF MIN	<b>Ext:</b> UNIT	0.000	DAROIL ENERGY L	3.12500000	ALL PNG
100.00000000	ALPHABOW ENERGY	<b>Count Acreage =</b> No		Total Rental:	0.00	(EXCL PNG IN BLAIRMORE; EXCL PNG IN BASAL_QUARTZ) (EXCL NG TO BASE UPPER_MANNVILLE)

Status	Hectares	Net	Hectares	Net
	<b>Prod:</b> 0.000	0.000	<b>NProd:</b> 0.000	0.000
UNDEVELOPED	<b>Dev:</b> 0.000	0.000	<b>Undev:</b> 0.000	0.000
	<b>Prov:</b> 0.000	0.000	<b>NProv:</b> 0.000	0.000

----- **Related Contracts** -----  
C04844 A P&S Oct 18, 2017 (I)  
C05822 A ORR Nov 01, 1959  
C05825 A JOA Sep 01, 2001

**Royalty / Encumbrances**

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05822 A	GROSS OVERRIDE ROYALTY	ALL	N	N	100.00000000 % of PROD
	<b>Roy Percent:</b> 2.50000000				
	<b>Deduction:</b> NO				

## ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23752	A	<b>Gas: Royalty:</b> <b>S/S OIL: Min:</b> <b>Other Percent:</b>						<b>Min Pay:</b> <b>Div:</b> <b>Min:</b>	<b>Prod/Sales:</b> <b>Prod/Sales:</b> <b>Prod/Sales:</b>
		<b>Paid to:</b> ROYPDTO (C) ZORAYDA OIL CO.	<b>Max:</b> 100.00000000					<b>Paid by:</b> ROYPD BY (C) ALPHABOW ENERGY DEWPOINT RES	96.87500000 3.12500000

**PERMITTED DEDUCTIONS -**  
NO DEDUCTIONS.

### Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	N	N	100.00000000 % of
<b>Roy Percent:</b>				
<b>Deduction:</b> YES				
<b>Gas: Royalty:</b> 12.50000000				
<b>S/S OIL: Min:</b> 15.00000000	<b>Max:</b>			
<b>Other Percent:</b> 12.5				
<b>Paid to:</b> DEPOSITO(M) ATBSTEPHEN	<b>100.00000000</b>			
<b>Paid by:</b> WI (C) ALPHABOW ENERGY DAROIL ENERGY L			96.87500000 3.12500000	

**PERMITTED DEDUCTIONS - Sep 18, 2001**

LESSOR SHALL BEAR ITS SHARE OF ANY EXPENSES OF TREATING PETROLEUM OIL OR RENDER IT MERCHANTABLE AS CRUDE OIL, OR OF TREATING, BOOSTING OR TRANSPORTING GAS IN CONNECTION WITH THE MARKET THEREOF.

**GENERAL COMMENTS - Sep 18, 2001**

IF WELL IS GAS AND IS CAPABLE OF PRODUCING GAS BUT IS NOT MARKETED OR SOLD,

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# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23752 A LESSEE MAY PAY AS ROYALTY \$100.00 PER WELL PER YEAR - SEE CLAUSE 2 OF LEASE  
**FREEHOLD MINERAL TAX - Dec 01, 2009**  
 LESSEE PAYS 100%

M23752	PNGLSE	FH	Eff: Jul 07, 1959	128.000	C06076	H Bypass	TRACTINT	Area : AERIAL
Sub: B	UN		Exp: Jul 06, 1969	128.000	ALPHABOW ENERGY		100.00000000	TWP 29 RGE 18 W4M W 8
A	MAPLE LEAF MIN		Ext: UNIT	128.000				PNG IN BLAIRMORE;
	ALPHABOW ENERGY				Total Rental:	0.00		PNG IN BASAL_QUARTZ (UNITIZED)
100.00000000	ALPHABOW ENERGY							

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
DEVELOPED	Dev:	128.000	128.000	Undev:	0.000	0.000
	Prov:	0.000	0.000	NProv:	0.000	0.000

----- Related Contracts -----  
 C04844 A P&S Oct 18, 2017 (I)  
 C05822 B ORR Nov 01, 1959  
 C06076 H UNIT Aug 01, 1968

----- Well U.W.I. Status/Type -----  
 100/04-08-029-18-W4/00 PUMP/OIL  
 100/05-08-029-18-W4/00 FLOW/OIL

### Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05822 B	GROSS OVERRIDE ROYALTY	ALL	N	N	100.00000000 % of PROD
	Roy Percent: 2.50000000				
	Deduction: NO				
	Gas: Royalty:	Max:	Min Pay:	Prod/Sales:	
	S/S OIL: Min:		Div:	Prod/Sales:	
	Other Percent:		Min:	Prod/Sales:	

Paid to: ROYPDTO (C)

Paid by: ROYPDBY (C)



# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23752	B	ZORAYDA OIL CO.	100.00000000	ALPHABOW ENERGY	100.00000000	
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**PERMITTED DEDUCTIONS -**  
NO DEDUCTIONS.

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

**Roy Percent:**

**Deduction:** YES

**Gas: Royalty:** 12.50000000

**S/S OIL: Min:** 15.00000000 **Max:**

**Other Percent:** 12.5

**Min Pay:**

**Div:**

**Min:**

**Prod/Sales:** SALES

**Prod/Sales:** PROD

**Prod/Sales:**

**Paid to:** DEPOSITO(M)

ATBSTEPHEN 100.00000000

**Paid by:** TRACTINT (C)

ALPHABOW ENERGY 100.00000000

**PERMITTED DEDUCTIONS - Sep 18, 2001**

LESSOR SHALL BEAR ITS SHARE OF ANY EXPENSES OF TREATING PETROLEUM OIL OR  
RENDER IT MERCHANTABLE AS CRUDE OIL, OR OF TREATING, BOOSTING OR  
TRANSPORTING GAS IN CONNECTION WITH THE MARKET THEREOF.

**GENERAL COMMENTS - Sep 18, 2001**

IF WELL IS GAS AND IS CAPABLE OF PRODUCING GAS BUT IS NOT MARKETED OR SOLD,  
LESSEE MAY PAY AS ROYALTY \$100.00 PER WELL PER YEAR - SEE CLAUSE 2 OF LEASE

**FREEHOLD MINERAL TAX - Dec 01, 2009**

LESSEE PAYS 100%

**Related Units**

Unit File No	Effective Date	Unit Name	Unit Operator
C06076	Aug 01, 1968	AERIAL MANNVILLE 'A' UNIT (100 PERCENT)	ALPHABOW ENERGY
<b>Sub: H</b>	<b>Tract Number: 8</b>		<b>Tract Part%: 21.49500000</b>

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# ALPHABOW ENERGY LTD. Mineral Property Report

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

M23752	PNGLSE FH	Eff: Jul 07, 1959	128.000	C05883 A No		PLD	Area : AERIAL
Sub: C	WI	Exp: Jul 06, 1969	0.000	ALPHABOW ENERGY		98.43750000	TWP 29 RGE 18 W4M W 8
A	MAPLE LEAF MIN	Ext: UNIT	0.000	DAROIL ENERGY L		1.56250000	NG TO BASE UPPER_MANNVILLE
	ALPHABOW ENERGY						(POOLED)
100.00000000	ALPHABOW ENERGY	Count Acreage = No		Total Rental: 320.00			(EXCL PNG IN BLAIRMORE; EXCL PNG IN BASAL_QUARTZ)

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
DEVELOPED	Dev:	0.000	0.000	Undev:	0.000	0.000
	Prov:	0.000	0.000	NProv:	0.000	0.000

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

C04844 A	P&S	Oct 18, 2017 (I)
C05822 A	ORR	Nov 01, 1959
C05825 B	JOA	Sep 01, 2001
C05883 A	POOL	Jan 17, 2006

### Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05822 A	GROSS OVERRIDE ROYALTY	ALL	N	N	100.00000000 % of PROD
	Roy Percent: 2.50000000				
	Deduction: NO				
	Gas: Royalty:		Min Pay:		Prod/Sales:
	S/S OIL: Min:	Max:	Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:

----- Well U.W.I. Status/Type -----

100/14-08-029-18-W4/00	CMGLD/GAS
100/14-08-029-18-W4/02	SUSP/GAS
100/06-08-029-18-W4/00	DRLCSD/N/A
100/06-08-029-18-W4/02	FLOW/GAS
100/06-08-029-18-W4/03	CMGLD/UNKNOWN

Paid to: ROYPDTO (C)		Paid by: ROYPDBY (C)	
ZORAYDA OIL CO.	100.00000000	ALPHABOW ENERGY	96.87500000
		DEWPOINT RES	3.12500000

PERMITTED DEDUCTIONS -  
NO DEDUCTIONS.

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

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# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23752	C	<b>Roy Percent:</b>					
		<b>Deduction:</b>	YES				
		<b>Gas: Royalty:</b>	12.50000000	<b>Min Pay:</b>		<b>Prod/Sales:</b>	SALES
		<b>S/S OIL: Min:</b>	15.00000000	<b>Max:</b>		<b>Prod/Sales:</b>	PROD
		<b>Other Percent:</b>	12.5	<b>Min:</b>		<b>Prod/Sales:</b>	
		<b>Paid to:</b>	DEPOSITO(M)	<b>Paid by:</b>	WI (C)		
		ATBSTEPHEN	100.00000000	ALPHABOW ENERGY	96.87500000		
				DAROIL ENERGY L	3.12500000		

**PERMITTED DEDUCTIONS - Sep 18, 2001**

LESSOR SHALL BEAR ITS SHARE OF ANY EXPENSES OF TREATING PETROLEUM OIL OR RENDER IT MERCHANTABLE AS CRUDE OIL, OR OF TREATING, BOOSTING OR TRANSPORTING GAS IN CONNECTION WITH THE MARKET THEREOF.

**GENERAL COMMENTS - Sep 18, 2001**

IF WELL IS GAS AND IS CAPABLE OF PRODUCING GAS BUT IS NOT MARKETED OR SOLD, LESSEE MAY PAY AS ROYALTY \$100.00 PER WELL PER YEAR - SEE CLAUSE 2 OF LEASE

**FREEHOLD MINERAL TAX - Dec 01, 2009**

LESSEE PAYS 100%

M23778	PNGLSE	FH	<b>Eff:</b> Dec 01, 2000	128.000	C05883	A No	PLD	Area : AERIAL
<b>Sub:</b> A	WI		<b>Exp:</b> Nov 30, 2002	128.000	ALPHABOW ENERGY		98.43750000	TWP 29 RGE 18 W4M E 8
A	BEARSPAW		<b>Ext:</b> HBP	126.000	DAROIL ENERGY L		1.56250000	NG TO BASE UPPER_MANNVILLE
	ALPHABOW ENERGY							(POOLED)
100.00000000	ALPHABOW ENERGY				Total Rental:	1600.00		

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

C04844 A	P&S	Oct 18, 2017 (I)
C05883 A	POOL	Jan 17, 2006

Status	Hectares	Net	Hectares	Net
<b>Prod:</b>	0.000	0.000	<b>NProd:</b>	0.000

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# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23778

<b>Sub:</b> A	DEVELOPED	<b>Dev:</b>	128.000	126.000	<b>Undev:</b>	0.000	0.000
		<b>Prov:</b>	0.000	0.000	<b>NProv:</b>	0.000	0.000

----- Well U.W.I.      Status/Type -----  
 100/14-08-029-18-W4/00 CMGLD/GAS  
 100/14-08-029-18-W4/02 SUSP/GAS  
 100/06-08-029-18-W4/00 DRLCSD/N/A  
 100/06-08-029-18-W4/02 FLOW/GAS  
 100/06-08-029-18-W4/03 CMGLD/UNKNOWN

### Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	N	N	100.00000000 % of
<b>Roy Percent:</b>	18.00000000			
<b>Deduction:</b>	YES			
<b>Gas: Royalty:</b>		<b>Min Pay:</b> \$1.00/MCF		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>

<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> PREPL2 (C)
BEARSPAW PETROL 100.00000000		ALPHABOW ENERGY 100.00000000

#### PERMITTED DEDUCTIONS - Sep 10, 2001

PETROLEUM - NO DEDUCTIONS; NG - DEDUCTIONS NOT TO EXCEED \$0.50/MCF

#### TAKE IN KIND - Sep 10, 2001

WITHIN 120 DAYS BUT NOT LESS THAN 90 DAYS BEFORE THE LESSEE PRODUCES FOR LESSEE'S USE OR MAKES ANY CONTRACT, FOR THE SALE OR DISPOSITION OF ANY NATURAL GAS, LESSEE SHALL GIVE TO THE LESSOR WRITTEN NOTICE OF THE LESSEE'S INTENTION WITH DETAILS OF SUCH CONTRACT, AMENDMENT, RENEWAL OR EXTENSION. LESSOR SHALL HAVE THE OPTION WITHIN 30 DAYS OF NOTICE TO TAKE IN KIND - SEE CLAUSE 5(D) OF LEASE.

#### PERMITTED DEDUCTIONS - Dec 01, 2009

GAS ROYALTY SHALL NOT BE LESS THAN \$1.00/MCF - CLAUSE 5(e)

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\*\*REPORTED IN HECTARES\*\*

# ALPHABOW ENERGY LTD. Mineral Property Report

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
M23748	PNGLSE CR	Eff: Dec 29, 1971	128.000	C06076 A Bypass		TRACTINT	Area : AERIAL
Sub: A	WI	Exp: Dec 28, 1981	128.000	ALPHABOW ENERGY *		100.00000000	TWP 29 RGE 18 W4M S 18
A	27049	Ext: 15	128.000				PNG IN BLAIRMORE;
	ALPHABOW ENERGY			Total Rental: 448.00			PNG IN BASAL_QUARTZ (UNITIZED)
100.00000000	PINE CLIFF ENE.						

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

Contract	Type	Date
C04844 A	P&S	Oct 18, 2017 (I)
C05821 G	ORR	Nov 22, 1958
C06076	UNIT	Aug 01, 1968
C06076 A	UNIT	Aug 01, 1968
C07530 A	TRUST	Feb 13, 2023

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
DEVELOPED	Dev:	128.000	128.000	Undev:	0.000	0.000
	Prov:	0.000	0.000	NProv:	0.000	0.000

### Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05821 G	GROSS OVERRIDE ROYALTY	ALL	N	N	100.00000000 % of
	Roy Percent: 2.50000000				
	Deduction: UNKNOWN				
	Gas: Royalty:		Min Pay:		Prod/Sales:
	S/S OIL: Min:	Max:	Div:		Prod/Sales:
	Other Percent:		Min:		Prod/Sales:

Paid to: ROYPDTO (C)  
ZORAYDA OIL CO. 100.00000000

Paid by: ROYPDBY (C)  
ALPHABOW ENERGY 100.00000000

PERMITTED DEDUCTIONS -  
DEDUCTIONS ARE SILENT

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

----- Well U.W.I. Status/Type -----

100/01-18-029-18-W4/00	SUSP/GAS
100/02-18-029-18-W4/00	ABANDON/OIL
100/07-18-029-18-W4/00	SUSP/OIL
100/08-18-029-18-W4/00	SUSP/OIL

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# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23748	A	<b>Deduction:</b> STANDARD					
		<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>	
		<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>	
		<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>	
		<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> TRACTINT (C)			
		ALBERTA ENERGY	100.00000000	ALPHABOW ENERGY	100.00000000		

### Related Units

Unit File No	Effective Date	Unit Name	Unit Operator
C06076	Aug 01, 1968	AERIAL MANNVILLE 'A' UNIT (100 PERCENTALPHABOW ENERGY	
<b>Zone:</b>		PNG IN BLAIRMORE, BASAL QUARTZ	
		Interval Unitized is 4193 feet to 4307 feet	

Unit File No	Effective Date	Unit Name	Unit Operator
C06076	Aug 01, 1968	AERIAL MANNVILLE 'A' UNIT (100 PERCENTALPHABOW ENERGY	
<b>Sub: A</b>		<b>Tract Number: 1</b>	<b>Tract Part%: 11.04200000</b>

M23677	PNGLSE CR	<b>Eff:</b> Oct 03, 2002	256.000		WI
<b>Sub: A</b>	WI	<b>Exp:</b> Oct 02, 2007	256.000	ALPHABOW ENERGY	100.00000000
A	0402100052	<b>Ext:</b> 15	256.000		
	ALPHABOW ENERGY			Total Rental:	896.00
100.00000000	ALPHABOW ENERGY				

Area : DRUMHELLER  
TWP 29 RGE 19 W4M 1  
PNG TO BASE MANNVILLE

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

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
DEVELOPED	Dev:	0.000	0.000	Undev:	0.000	0.000
		256.000	256.000		0.000	0.000

----- Well U.W.I. Status/Type -----  
100/01-01-029-19-W4/00 PUMP/GAS

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# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23677

<b>Sub:</b> A	<b>Prov:</b>	0.000	0.000	<b>NProv:</b>	0.000	0.000	100/10-01-029-19-W4/03 DRLCSD/N/A 100/10-01-029-19-W4/04 FLOW/GAS 100/10-01-029-19-W4/05 CMGLD/UNKNOWN
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### Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of
<b>Roy Percent:</b>				
<b>Deduction:</b> STANDARD				
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> WI (M)		
ALBERTA ENERGY 100.00000000		ALPHABOW ENERGY 100.00000000		

M23735	PNGLSE CR	<b>Eff:</b> Jul 21, 1994	256.000		WI
<b>Sub:</b> A	WI	<b>Exp:</b> Jul 20, 1999	256.000	ALPHABOW ENERGY	100.00000000
A	0494070289	<b>Ext:</b> 15	256.000		
	ALPHABOW ENERGY			Total Rental:	896.00
100.00000000	ALPHABOW ENERGY				

Area : WATTS  
TWP 30 RGE 15 W4M 19  
PNG TO BASE MANNVILLE

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

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
DEVELOPED	<b>Dev:</b>	0.000	0.000	<b>Undev:</b>	0.000	0.000
	<b>Prov:</b>	256.000	256.000	<b>NProv:</b>	0.000	0.000
		0.000	0.000		0.000	0.000

----- Well U.W.I. Status/Type -----  
100/04-19-030-15-W4/00 FLOW/GAS

### Royalty / Encumbrances

**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)

	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales	
	LESSOR ROYALTY	ALL	Y	N	100.00000000 % of	
	<b>Roy Percent:</b>					
	<b>Deduction:</b> STANDARD					
M23735	A		<b>Min Pay:</b>		<b>Prod/Sales:</b>	
	<b>Gas: Royalty:</b>		<b>Div:</b>		<b>Prod/Sales:</b>	
	<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Min:</b>		<b>Prod/Sales:</b>	
	<b>Other Percent:</b>					
	<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> WI (M)			
	ALBERTA ENERGY 100.00000000		ALPHABOW ENERGY 100.00000000			

M23738	PNGLSE	CR	<b>Eff:</b> Oct 12, 1972	256.000		WI	Area : WATTS
<b>Sub:</b> A	WI		<b>Exp:</b> Oct 11, 1982	256.000	ALPHABOW ENERGY	100.00000000	TWP 30 RGE 16 W4M 12
A	30383		<b>Ext:</b> 15	256.000			PNG TO BASE MANNVILLE
	ALPHABOW ENERGY				Total Rental:	896.00	
100.00000000	ALPHABOW ENERGY						

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

C04844 A	P&S	Oct 18, 2017 (I)
C05761 A	ORR	Jan 02, 1974

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
DEVELOPED		0.000	0.000		0.000	0.000
	<b>Dev:</b>	256.000	256.000	<b>Undev:</b>	0.000	0.000
	<b>Prov:</b>	0.000	0.000	<b>NProv:</b>	0.000	0.000

----- Well U.W.I. Status/Type -----

100/13-12-030-16-W4/00 FLOW/GAS

Royalty / Encumbrances

<Linked>	Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
C05761 A	GROSS OVERRIDE ROYALTY	ALL	N	N	100.00000000 % of PROD
	<b>Roy Percent:</b> 2.50000000				
	<b>Deduction:</b> YES				
	<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
	<b>S/S OIL: Min:</b>				



## ALPHABOW ENERGY LTD. Mineral Property Report

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)

<b>Other Percent:</b>	<b>Max:</b>	<b>Div:</b>	<b>Prod/Sales:</b>
		<b>Min:</b>	<b>Prod/Sales:</b>
<b>Paid to:</b> ROYPDTO (C)		<b>Paid by:</b> WI (C)	
OBSIDIAN EN PTP	100.00000000	ALPHABOW ENERGY	100.00000000

**PERMITTED DEDUCTIONS -**

CALCULATED ON SAME BASIS & PAYABLE IN SAME MANNER AS ROYALTY PAYABLE TO LESSOR (CROWN); IF DISPOSING OF ROYALTY SHARE OF CRUDE OIL IN KIND AT ANY TIME, ROYALTY OWNER TO BE CHARGED COSTS OF TRANSPORTING THEIR CRUDE OIL FROM WELLHEAD OR STORAGE FACILITIES, TO DELIVERY POINT, AND IN ANY EVENT, FROM WELLHEAD WHERE PIPELINE COSTS ARE INCURRED IN TRANSPORTING CRUDE OIL TO A COMMON FIELD STORAGE SYSTEM.

**TAKE IN KIND -**

RIGHT TO TAKE IN KIND; UPON ELECTION, SHALL DELIVER ROYALTY SHARE, COMPUTED AT WELLHEAD; 45 DAYS NOTICE ON SURRENDER OR TERMINATION

**GENERAL COMMENTS -**

PRODUCTION REASONABLY USED IN OPERATIONS

M23738 A

**Royalty / Encumbrances**

<b>Royalty Type</b>	<b>Product Type</b>	<b>Sliding Scale</b>	<b>Convertible</b>	<b>% of Prod/Sales</b>
LESSOR ROYALTY	ALL	Y	N	100.00000000 % of
<b>Roy Percent:</b>				
<b>Deduction:</b> STANDARD				
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
<b>Paid to:</b> LESSOR (M)		<b>Paid by:</b> WI (M)		

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# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23738	A	ALBERTA ENERGY	100.00000000	ALPHABOW ENERGY	100.00000000		
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M23739	PNGLSE	CR	<b>Eff:</b> Jul 21, 1994	256.000		WI	Area : WATTS
<b>Sub:</b> A	WI		<b>Exp:</b> Jul 20, 1999	256.000	ALPHABOW ENERGY	100.00000000	TWP 30 RGE 16 W4M 24
A	0494070290		<b>Ext:</b> 15	256.000			PNG TO BASE MANNVILLE
	ALPHABOW ENERGY				Total Rental: 896.00		
100.00000000	ALPHABOW ENERGY						----- Related Contracts -----

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

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

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
DEVELOPED	Dev:	0.000	0.000	Undev:	0.000	0.000
	Prov:	256.000	256.000	NProv:	0.000	0.000
		0.000	0.000		0.000	0.000

----- Well U.W.I. Status/Type -----

100/11-24-030-16-W4/00 FLOW/GAS

### Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	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: LESSOR (M)

ALBERTA ENERGY 100.00000000

Paid by: WI (M)

ALPHABOW ENERGY 100.00000000

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# ALPHABOW ENERGY LTD. Mineral Property Report

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

M23952	PNGLSE CR	Eff: Feb 12, 1983	512.000	C07072 A	Unknown	WI	Area : DELIA
Sub: B	WI	Exp: Feb 11, 1988	512.000	ALPHABOW ENERGY	*	100.00000000	TWP 030 RGE 17 W4M SEC 17, 21
A	0483020194	Ext: 15	512.000	PRAIRIE PROVIDE			CBM TO BASE BELLY_RIVER

ALPHABOW ENERGY

100.00000000 PRAIRIE PROVIDE Total Rental: 1792.00

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

C06079 A	P&S	Oct 03, 2017 (I)
C07072 A	TRUST	Feb 26, 1999
C07072 AA	TRUST	Feb 26, 1999 (I)

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
UNDEVELOPED	Dev:	0.000	0.000	Undev:	512.000	512.000
	Prov:	0.000	0.000	NProv:	0.000	0.000

### Royalty / Encumbrances

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

<b>Paid to:</b> PAIDTO (R)	<b>Paid by:</b> WI (C)
PARKS & REC 100.00000000	ALPHABOW ENERGY 100.00000000
	PRAIRIE PROVIDE

#### GENERAL COMMENTS - Jul 01, 2001

Eyes Royalty

#### FREEHOLD MINERAL TAX - Jul 01, 2001

Royalty Owner Share of Taxes: .00000000%

#### GENERAL COMMENTS - May 16, 2001

AVALANCHE ENERGY LIMITED AMALGAMATED INTO CENTRICA CANADA LIMITED

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# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23952 B PERMITTED DEDUCTIONS -  
SEE DEDUCTION TEMPLATE

M23952	PNGLSE CR	Eff: Feb 12, 1983	1,024.000	C07072 A Unknown	WI	Area : DELIA
Sub: C	WI	Exp: Feb 11, 1988	1,024.000	ALPHABOW ENERGY *	100.00000000	TWP 030 RGE 17 W4M SEC 22
A	0483020194	Ext: 15	1,024.000	PRAIRIE PROVIDE		CBM TO BASE BELLY_RIVER
	ALPHABOW ENERGY					
100.00000000	PRAIRIE PROVIDE			Total Rental: 3584.00		

----- Related Contracts -----  
C06079 A P&S Oct 03, 2017 (I)  
C07072 A TRUST Feb 26, 1999  
C07072 AA TRUST Feb 26, 1999 (I)

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
UNDEVELOPED	Dev:	0.000	0.000	Undev:	1,024.000	1,024.000
	Prov:	0.000	0.000	NProv:	0.000	0.000

### Royalty / Encumbrances

Royalty Type	Product Type	Sliding Scale	Convertible	% of Prod/Sales
LESSOR ROYALTY	ALL	Y		% of PROD
<b>Roy Percent:</b>				
<b>Deduction:</b> STANDARD				
<b>Gas: Royalty:</b>		<b>Min Pay:</b>		<b>Prod/Sales:</b>
<b>S/S OIL: Min:</b>	<b>Max:</b>	<b>Div:</b>		<b>Prod/Sales:</b>
<b>Other Percent:</b>		<b>Min:</b>		<b>Prod/Sales:</b>
<b>Paid to:</b> PAIDTO (R)		<b>Paid by:</b> WI (C)		
PARKS & REC	100.00000000	ALPHABOW ENERGY	100.00000000	
		PRAIRIE PROVIDE		

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# ALPHABOW ENERGY LTD. Mineral Property Report

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)

M23952 C

**GENERAL COMMENTS - Jul 01, 2001**

Eyes Royalty

**FREEHOLD MINERAL TAX - Jul 01, 2001**

Royalty Owner Share of Taxes: .00000000%

**PERMITTED DEDUCTIONS -**

SEE DEDUCTION TEMPLATE

M24254	PNGLSE CR	Eff: Oct 30, 1997	256.000	C07072 B Unknown	WI	Area : DELIA
Sub: A	WI	Exp: Oct 29, 2002	256.000	ALPHABOW ENERGY *	100.00000000	TWP 030 RGE 17 W4M SEC 32
A	0497100614	Ext: 15	256.000	PRAIRIE PROVIDE		CBM TO BASE MANNVILLE
	ALPHABOW ENERGY					
100.00000000	DIRECT ENE			Total Rental: 896.00		

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

C06079 A	P&S	Oct 03, 2017 (I)
C07072 B	TRUST	Feb 26, 1999

Status	Prod:	Hectares	Net	NProd:	Hectares	Net
UNDEVELOPED	Dev:	0.000	0.000	Undev:	256.000	256.000
	Prov:	0.000	0.000	NProv:	0.000	0.000

Royalty / Encumbrances

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

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## 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

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(cont'd)

**Other Percent:**

**Min:**

**Prod/Sales:**

**Paid to:** PAIDTO (R)  
PARKS & REC 100.00000000

**Paid by:** WI (C)  
ALPHABOW ENERGY 100.00000000  
PRAIRIE PROVIDE

**PERMITTED DEDUCTIONS -**

SEE DEDUCTION TEMPLATE

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# 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

---

<b>Report Total:</b>	<b>Total Gross:</b>	10,488.650	<b>Total Net:</b>	8,358.457			
	<b>Prod Gross:</b>	0.000	<b>Prod Net:</b>	0.000	<b>NProd Gross:</b>	0.000	<b>NProd Net:</b> 0.000
	<b>Dev Gross:</b>	8,376.650	<b>Dev Net:</b>	6,566.457	<b>Undev Gross :</b>	2,112.000	<b>Undev Net :</b> 1,792.000
	<b>Prov Gross:</b>	0.000	<b>Prov Net:</b>	0.000	<b>NProv Gross:</b>	0.000	<b>NProv Net:</b> 0.000

\*\* End of Report \*\*

**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

<b>File #</b>	<b>Agreement Type</b>	<b>Facility name</b>	<b>Operator</b>	<b>WI (%)</b>
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

**SCHEDULE B**

**Form of Approval and Vesting Order**

Clerk's Stamp:
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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 – 2<sup>nd</sup> 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:

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice \_\_\_\_\_

LOCATION OF HEARING:

**UPON the application** of AlphaBow Energy Ltd. ("**AlphaBow**") for an Order approving the sale transaction (the "**Transaction**") contemplated by the [date] Asset Purchase and Sale Agreement (the "**Sale Agreement**") between AlphaBow and North 40 Resources Ltd. (the "**Purchaser**"); **AND UPON**

**having read** the Affidavit of \_\_\_\_\_, the Affidavit of Service of \_\_\_\_\_, and the Monitor's \_\_\_\_\_ Report (the "**Number** 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), 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) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta), 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 Liens Act;
- (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**")).

4. 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"**, 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).

5. 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 Alphabow 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 Alphabow, 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 Alphabow 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 KSV Restructuring Inc., in its capacity as Monitor of AlphaBow and not in its personal capacity.
8. For the purposes of determining the nature and priority of Claims, the net proceeds from sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor's Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances and the Administration Charge, as defined in paragraph 30 of the ARIO shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), no distributions shall be made to creditors of net proceeds from sale of the Purchased Assets without further order of this Court. Notwithstanding the foregoing, AlphaBow shall be permitted to utilize the net proceeds from the sale of the Purchased Assets in its day-to-day operations in this proceeding as prescribed by the cashflow affixed to the [Number] Report.
9. Except as expressly provided for in the Sale Agreement, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against AlphaBow.
10. Upon completion of the Transaction, AlphaBow and all persons who claim by, through or under AlphaBow in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right,

title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

11. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the AlphaBow, or any person claiming by, through or against the AlphaBow.
12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against AlphaBow associated with the Purchased Assets.
13. The Monitor is directed to file with the Court a copy of the Monitor's 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*, 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.



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.

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J.C.K.B.A

**SCHEDULE A**

**Assets Listing**

<b>ALPHABOW FILE</b>	<b>LEGAL DESCRIPTION</b>	<b>PNG RIGHTS</b>	<b>ALPHABOW WORKING INTEREST</b>	<b>ENCUMBRANCES</b>	<b>EXPIRY DATE</b>

Wells:

Facilities:

Pipelines:

## SCHEDULE B

### Form of Monitor's Certificate

COURT FILE NUMBER	2401-05179
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PROCEEDING	IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as amended  AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ALPHABOW ENERGY LTD.
DOCUMENT	SALE AND VESTING ORDER
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	BENNETT JONES LLP Barristers and Solicitors 4500 Bankers Hall East 855 – 2 Street SW Calgary, Alberta T2P 4K7  Attention: Keely Cameron/ Sarah Aaron Telephone No.: 403-298-3324/3177 Fax No.: 403-265-7219 Client File No.: 88323.6

### RECITALS

- A. Pursuant to 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 \_\_\_\_\_, the Court approved the agreement of purchase and sale made as of \_\_\_\_\_ (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), as applicable; 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.;

## 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 C

### Form of General Conveyance, Assignment and Assumption Agreement

#### GENERAL CONVEYANCE, ASSIGNMENT, AND ASSUMPTION AGREEMENT

THIS General Conveyance, Assignment, and Assumption Agreement (this "**Agreement**") is made as of the [•] day of [•], [•].

AMONG:

**ALPHABOW ENERGY LTD.**, a corporation existing under the laws of the Province of Alberta (herein referred to as the "**Vendor**")

- and -

[**BUYER**], a corporation existing under the laws of Alberta (herein referred to as the "**Purchaser**")

#### RECITALS:

- A. In accordance with the terms of that certain Asset Purchase and Sale Agreement dated as of [•], by and between the Vendor and the Purchaser (the "Purchase Agreement"), the Vendor has agreed to sell, assign, and transfer the Assets to the Purchaser and the Purchaser has agreed to purchase the Assets from the Vendor;
- B. the Purchaser has agreed to assume the Assumed Liabilities; and
- C. this Agreement is delivered pursuant to the Purchase Agreement.

**NOW THEREFORE**, for good and valuable consideration now paid by the Purchaser to the Vendor pursuant to the Purchase Agreement (the receipt and sufficiency of which is hereby acknowledged by the Vendor) the parties hereto agree as follows:

#### 1. Definitions

All capitalized terms used but not otherwise defined in this Agreement shall have the meaning ascribed to such terms in the Purchase Agreement.

#### 2. Certain Rules of Interpretation

- (a) In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.
- (b) The division of this Agreement into Sections and the inclusion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (c) The terms "hereof," "hereunder," and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement.



- (d) Unless something in the subject matter or context is inconsistent therewith, references herein to "Sections" are to sections of this Agreement.
- (e) The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

**3. Conveyance**

The Vendor hereby sells, transfers, assigns, conveys and delivers to the Purchaser, and the Purchaser hereby purchases, accepts and receives from the Vendor, upon the terms and subject to the conditions of the Purchase Agreement, the Vendor's Interest in and to the Assets, free and clear of any and all Claims other than Permitted Encumbrances, as applicable, with effect as of the Closing on the date hereof, to have and to hold the Assets and all such right, title, interest, property, claim, and demand unto and to the use of the Purchaser.

**4. Assumption of Assumed Liabilities**

Effective as of the Closing on the date hereof, the Purchaser hereby assumes and agrees to pay, perform, and discharge, when due, the Assumed Liabilities.

**5. Further Assurances**

Each of the Parties hereto from and after the date hereof shall, from time to time, and at the request and expense of the Party requesting the same, do all such further acts and things and execute and deliver such further instruments, documents, matters, papers and assurances as may be reasonably requested to complete the Transaction and for more effectually carrying out the true intent and meaning of this Agreement.

**6. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, and the federal laws of Canada applicable therein (excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction). The Parties consent to the jurisdiction and venue of the courts of Alberta for the resolution of any such dispute arising under this Agreement.

**7. Entire Agreement**

This Agreement, the Purchase Agreement, and the documents referred to therein and contemplated thereby constitute the entire agreement between the Parties with respect to the subject matter hereof and cancel and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof. There are no conditions, covenants, agreements, representations, warranties or other provisions, whether oral or written, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof other than those contained in this Agreement, the Purchase Agreement, the Confidentiality Agreement and the documents referred to therein and contemplated thereby.

**8. Successors and Assigns**

This Agreement shall be binding upon, and enure to the benefit of, the Parties and their respective successors and permitted assigns.

**9. Counterparts**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

**10. Amendments**

This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party. Any amendment effected in accordance with this Section 10 will be binding upon the Parties and their respective successors and permitted assigns.

**11. Paramountcy**

This Agreement is delivered pursuant to, and is subject to, all of the terms and conditions contained in the Purchase Agreement. In the event of any inconsistency between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

**12. Severability**

If any provision of this Agreement or any document delivered in connection with this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction shall not affect such provision validity or enforceability in any other jurisdiction.

**[Signature Page Follows.]**

**IN WITNESS WHEREOF** this Agreement has been properly executed by the Parties as of the date first above written.

**ALPHABOW ENERGY LTD.**

Per: \_\_\_\_\_  
Name: Ben Li  
Title: Chief Executive Officer

**[BUYER]**

Per: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE D**

**FORMS OF CONDITIONS CERTIFICATES**

**VENDOR'S CONDITIONS CERTIFICATE**

**TO: KSV RESTRUCTURING INC. (the "Monitor")**

This Conditions Certificate (this "**Certificate**") is delivered pursuant to Section 11.5 of that certain purchase and sale agreement, dated as of [•], 2024 (the "**Purchase Agreement**") between **ALPHABOW ENERGY LTD.** (the "**Vendor**") and **[BUYER]** (the "**Purchaser**"). All capitalized terms used herein which have not been defined herein shall have the same meaning attributed thereto in the Purchase Agreement unless the context requires otherwise.

The undersigned [**officer/director**] of the Vendor hereby confirms to the Monitor, for and on behalf of the Vendor, but solely in his or her capacity as an [**officer/director**] of the Vendor and not in his or her personal capacity (and without incurring any personal liability), that:

1. the conditions to Closing set out in Sections 11.1 and 11.3 of the Purchase Agreement for the benefit of the Vendor have been fulfilled or performed to the Vendor's satisfaction and/or waived by the Vendor; and
2. the amount of the Transfer Taxes to be paid by the Purchaser on Closing is equal to \$[•].

*[The remainder of this page is left intentionally blank]*

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate as of the [•] day of [•], 2024.

**ALPHABOW ENERGY LTD.**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

## PURCHASER'S CONDITIONS CERTIFICATE

**TO: KSV RESTRUCTURING INC. (the "Monitor")**

This Conditions Certificate (this "**Certificate**") is delivered pursuant to Section 11.5 of that certain purchase and sale agreement, dated as of [•], 2024 (the "Purchase Agreement") between **ALPHABOW ENERGY LTD.** (the "**Vendor**") and **[BUYER]** (the "**Purchaser**"). All capitalized terms used herein which have not been defined herein shall have the same meaning attributed thereto in the Purchase Agreement unless the context requires otherwise.

The undersigned officer of the Purchaser hereby confirms to the Monitor, for and on behalf of the Purchaser, but solely in his or her capacity as an officer of the Purchaser and not in his or her personal capacity (and without incurring any personal liability), that:

1. the conditions to Closing set out in Sections 11.1 and 11.2 of the Purchase Agreement for the benefit of the Purchaser have been fulfilled or performed to the Purchaser's satisfaction and/or waived by the Purchaser; and
2. the amount of the Transfer Taxes to be paid by the Purchaser on Closing is equal to \$[•] and all such Transfer Taxes [**have been paid by the Purchaser directly to each relevant Governmental Authority**][**have been paid by the Purchaser to the Monitor prior to the Closing**][**will be paid by the Purchaser to the Monitor at Closing**][**will be paid by the Purchaser pursuant to an agreement with the relevant Governmental Authority**].

*[The remainder of this page is left intentionally blank]*

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate as of the [•] day of [•], 2017.

**[BUYER]**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE E**

**IDENTIFIED ROFRS**

<i>Contract</i>	<i>Agreement</i>	<i>ROFR Days</i>	<i>Contract</i>	<i>Lands/Rights</i>	<i>Wells</i>	<i>Third Parties</i>
C04973	Farmout and Joint Operating Agreement dated November 25, 1952	15	Non-CAPL	TWP 028 RGE 20 W4M 22  (a) NG IN GLAUCONITIC_SS  (b) PET IN GLAUCONITIC_SS	100/10-22-028-20-W4/00	Torxen Energy Ltd.  Palliser Production Management Ltd.
				TWP 028 RGE 20 W4M 23  (a) PET IN GLAUCONITIC_SS; PNG IN OSTRACOD_ZONE  (b) NG IN GLAUCONITIC_SS	100/01-23-028-20-W4/00	
				TWP 028 RGE 20 W4M 27  (a) PNG IN FOREMOST; PNG IN BASAL_BELLY_RIVER; PET IN GLAUCONITIC_SS  (b) NG IN GLAUCONITIC_SS	100/16-27-028-20-W4/00  100/16-27-028-20-W4/02  100/11-27-028-20-W4/00	
				TWP 028 RGE 20 W4M 28  (a) NG IN GLAUCONITIC_SS  (b) PNG IN BASAL_BELLY_RIVER; PET IN GLAUCONITIC_SS	100/02-28-028-20-W4/02  100/13-28-028-20-W4/02  100/04-28-028-20-W4/02  100/14-28-028-20-W4/00  100/14-28-028-20-W4/02	



<i>Contract</i>	<i>Agreement</i>	<i>ROFR Days</i>	<i>Contract</i>	<i>Lands/Rights</i>	<i>Wells</i>	<i>Third Parties</i>
				TWP 028 RGE 20 W4M 33 (a) PNG IN FOREMOST; PET IN GLAUCONITIC_SS (b) NG IN GLAUCONITIC_SS (c) PNG IN ELLERSLIE EXCL CBM IN ELLERSLIE (d) CBM IN ELLERSLIE	100/05-33-028-20-W4/00  100/13-33-028-20-W4/02  100/13-33-028-20-W4/00	
				TWP 028 RGE 20 W4M 34 (a) PNG IN BASAL_COLORADO; PET IN GLAUCONITIC_SS (b) NG IN GLAUCONITIC_SS	100/16-34-028-20-W4/03  100/16-34-028-20-W4/02	
C05767	Operating Agreement dated November 9, 1971	30	Non-CAPL	TWP 29 RGE 18 W4M NE 6  NG IN LOWER_BLAIRMORE (Excluding Unitized Zone)		Daroil Energy Limited

**SCHEDULE F**

**CURE COSTS**

**[NTD: to be provided]**

This is **Exhibit "F"** referred to in the Affidavit of Ben Li sworn before me this 12<sup>th</sup> day of November, 2024



\_\_\_\_\_  
A Commissioner for Oaths in and for Alberta

**Sophie Fiddes  
Barrister & Solicitor**

**From:** [Van de Mosselaer, Randal](#)  
**To:** [Andrew Basi](#)  
**Cc:** [Keely Cameron](#); [Julie Inch](#); [Schnell, Andrew](#); [Huys, Matthew](#); [jelena.molnar@cnrl.com](mailto:jelena.molnar@cnrl.com)  
**Subject:** RE: CNRL/Alphabow  
**Date:** Wednesday, August 28, 2024 3:36:32 PM  
**Attachments:** [image002.png](#)  
[Second Amended Statement of Claim filed May 10, 2022.PDF](#)

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Hello Andrew,

There is another point further to this that I wanted to draw your attention to. I have also copied company's counsel on this email.

As I believe everyone is aware, the assets with respect to which CNRL is concerned are those which were transferred/assigned by Pengrowth Energy Corporation (now Strathcona Resources Ltd. through name changes) to Sequoia Operating Corp. (now AlphaBow Energy Ltd. by name change). CNRL did not consent to those transfers/assignments, and in fact withheld its consent. Accordingly, it is CNRL's view that AlphaBow has no interest in those assets/agreements, and that these interests are still held by Pengrowth/Strathcona. AlphaBow therefore has no interest able to be conveyed. This issue is the subject of a claim in Action No. 1901-15627. The Second Amended Statement of Claim in this Action is attached. The Agreements/Interests at issue (and which we say are not vested in AlphaBow) are those listed in the schedules to this Second Amended Statement of Claim.

As a result, CNRL is of the view that AlphaBow does not have any interest in any of those assets, and accordingly is unable to convey them to a purchaser. It is also our view that title defects in AlphaBow's name cannot be cured by a Vesting Order, as AlphaBow is only able to convey interests which it holds. To the extent that CNRL has withheld consent, those interests never passed to AlphaBow.

As a result, with respect to assets operated by CNRL on which consent to assignment was withheld, CNRL has been invoicing Strathcona Resources. (Although for a brief time CNRL had invoiced AlphaBow directly – and received payment directly from AlphaBow (without prejudice to CNRL's position) – pursuant to an Ongoing Business and Standstill Agreement, which was subsequently terminated. Since this termination, CNRL has been invoicing Strathcona directly in respect of CNRL operated properties (on which consent was withheld).)

Whether or not CNRL would be prepared consent to the conveyance of these “consent withheld” interests to a purchaser depends on a number of factors, including the creditworthiness of the presumed purchaser. Until the identify of the purchaser is known, CNRL reserves all rights to refuse to provide the required consents, and will object to any purported transfer of these interests by AlphaBow to a purported purchaser to which CNRL has not consented. In the meantime, we wanted to be sure that there was no misunderstanding on the part of the company or the Monitor that it is CNRL's position that on these “consent withheld” assets AlphaBow has no interest capable of being conveyed, and whether a conveyance of any such purported interests will be permitted is an issue which will require CNRL's consent.

Please let me know if you have any questions.

Regards,



**Randal Van de Mosselaer**

Partner

403.260.7060 | [rvandemosselaer@osler.com](mailto:rvandemosselaer@osler.com)

Osler, Hoskin & Harcourt LLP | [osler.com](http://osler.com)

**From:** Van de Mosselaer, Randal

**Sent:** Tuesday, August 27, 2024 12:14 PM

**To:** Andrew Basi <[abasi@ksvadvisory.com](mailto:abasi@ksvadvisory.com)>

**Cc:** jelena.molnar@cnrl.com

**Subject:** RE: CNRL/Alphabow

Hello Andrew,

I have discussed this with my client, and we are a bit confused on a couple of points.

First – we don't really understand why this inquiry is being made of CNRL rather than just getting this information from AlphaBow's records. AlphaBow should (and must) have this same information. While CNRL is prepared to be helpful in this, the reality is that there are over 300 cost centres, and pulling this information together will involve a fair amount of work (read: cost) on CNRL's part. CNRL is happy to assist, but is confused as to why this same information can't just be pulled from AlphaBow's records. Are you able to advise?

Second – are you asking for all 300+ lands/wells, or is the prospective purchaser only interested in certain ones.

Are you able to provide any guidance on the foregoing?

Thx.



**Randal Van de Mosselaer**

Partner

403.260.7060 | [rvandemosselaer@osler.com](mailto:rvandemosselaer@osler.com)

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**From:** Andrew Basi <[abasi@ksvadvisory.com](mailto:abasi@ksvadvisory.com)>

**Sent:** Tuesday, August 27, 2024 8:52 AM

**To:** Van de Mosselaer, Randal <[rvandemosselaer@osler.com](mailto:rvandemosselaer@osler.com)>

**Subject:** CNRL/Alphabow

Hi Randal – hope all is well! On the Alphabow matter, we have a prospective purchaser asking for a breakdown of the amounts owed by Alphabow to CNRL by lands/wells. Can you go back to your client and request this information?

Thanks.



**Andrew Basi**

Managing Director

T

587.287.2670

M

403.819.0111

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Clerk's Stamp

COURT FILE NUMBER 1901-15627

COURT COURT OF QUEEN'S BENCH OF ALBERTA

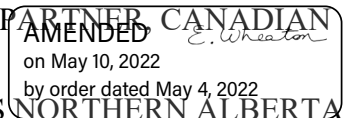
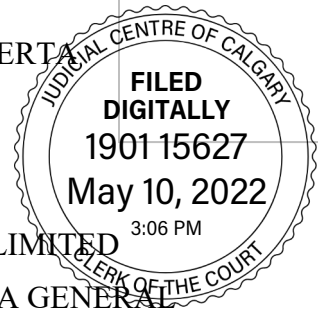
JUDICIAL CENTRE CALGARY

PLAINTIFFS 1528899 ALBERTA LTD.

CANADIAN NATURAL RESOURCES LIMITED

CANADIAN NATURAL RESOURCES, A GENERAL PARTNERSHIP BY ITS MANAGING PARTNER, CANADIAN NATURAL RESOURCES LIMITED

CANADIAN NATURAL RESOURCES NORTHERN ALBERTA PARTNERSHIP, A GENERAL PARTNERSHIP BY ITS MANAGING PARTNER, CANADIAN NATURAL RESOURCES LIMITED



DEFENDANTS PENGROWTH ENERGY CORPORATION and ALPHABOW ENERGY LTD. ^

DOCUMENT **SECOND AMENDED STATEMENT OF CLAIM**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **Osler, Hoskin & Harcourt LLP**  
Suite 2500, TransCanada Tower  
450 – 1<sup>st</sup> Street SW  
Calgary, Alberta, T2P5H1

Attention: Maureen E. Killoran, Q.C. / Emily Paplawski  
Telephone: (403) 260-7003 / (403) 260-7071  
Facsimile: (403) 260-7024  
Email: mkilloran@osler.com / epaplawski@osler.com  
Matter No.: 1205547

### NOTICE TO DEFENDANT

You are being sued. You are a defendant.

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

### Statement of Facts Relied On:

#### The Parties

1. The Plaintiffs, Canadian Natural Resources (“CNR”) and Canadian Natural Resources Northern Alberta Partnership (“CNRNAP”) are general partnerships formed under the

laws of the Province of Alberta. Their managing partner, Canadian Natural Resources Limited (“**CNRL**”), is a corporation duly incorporated under the laws of Alberta, with offices in Calgary, Alberta.

2. The Plaintiff, 1528899 Alberta Ltd. (“**152**” and together with CNR, CNRNAP, and CNRL, the “**Plaintiffs**”), is a corporation duly incorporated under the laws of Alberta, with offices in Calgary, Alberta. 152 is a wholly-owned subsidiary of CNRL.
3. The Defendant, Pengrowth Energy Corporation (“**Pengrowth**”), is a corporation duly incorporated under the laws of Alberta, with offices in Calgary, Alberta.
4. The Defendant, AlphaBow Energy Ltd. (“**AlphaBow**”) is a corporation duly incorporated under the laws of Alberta, with offices in Calgary, Alberta. AlphaBow was formerly named Sequoia Operating Corp. but changed its name to AlphaBow effective June 1, 2018.
5. ^

## **The Agreements**

### ***The Land Agreements***

6. The Plaintiffs, or any one of them, and Pengrowth are parties or successors in interest to 183 land agreements pursuant to which they, among others, own interests in varying percentages in numerous oil and gas well sites located in Alberta. A list of all land agreements between the Plaintiffs and Pengrowth, including the applicable agreement names, numbers, and effective dates are listed at Schedule “A” to this Statement of Claim (the “**Land Agreements**”).
7. The Land Agreements document the terms of ownership of the jointly owned oil and gas well sites, the allocation of capital, operating, surface rental costs, and mineral land rental costs between the joint interest owners, the invoicing and payment requirements of the joint interest owners, the approval process for the incursion of capital expenses by the Operator for the joint operation, and the defined timing for payment by the joint interest owners of all joint interest billings issued by the Operator. The majority of the Land Agreements incorporate either the 1971, 1974, 1981 or 1990 CAPL Operating Agreements.

8. The Plaintiffs, or any one of them, are the Operator of 77 of the Land Agreements. Currently, there are outstanding amounts owing by Pengrowth to the Plaintiffs under 13 of the 77 Land Agreements, as identified in column E of Schedule “A” to this Statement of Claim.

### ***Facility Agreements***

9. The Plaintiffs, or any one of them, and Pengrowth are also parties or successors in interest to 19 facility agreements pursuant to which they, among others, own working interests of varying percentages in certain facilities located in Alberta. A list of all facility agreements between the Plaintiffs and Pengrowth, including the applicable agreement names, numbers, and effective dates, are listed at Schedule “B” to this Statement of Claim (the “**Facility Agreements**”).
10. The Facility Agreements provide terms for the operation of the assets, and document the terms of ownership, the allocation of capital and operating costs amongst the owners, including the timing for payment of same, and the approval process for the incursion of capital expenses by the Operator.
11. CNR is the Operator of 9 of the Facility Agreements. While there are no outstanding amounts currently owing by Pengrowth to the Plaintiffs under the Facility Agreements, such amounts will accrue each month, which sums will be proved at the trial of this action.

### ***Service Agreements***

12. The Plaintiffs, or any one of them, and Pengrowth are also parties or successors in interest to 20 service agreements pursuant to which the Plaintiffs provides a variety of services to Pengrowth including, among others things, contract well operating services, gas gathering and handling services, effluent processing services, and water disposal services. A list of all service agreements between the Plaintiffs and Pengrowth, including the applicable agreement names, numbers, and effective dates, are listed at Schedule “C” to this Statement of Claim (the “**Service Agreements**”).



13. Currently, there are outstanding amounts owing by Pengrowth to the Plaintiffs, or any one of them, under 4 of the Service Agreements, as identified in column E of Schedule “C” to this Statement of Claim.

### ***Unit Agreement***

14. CNR and CNRNAP, or either one of them, and Pengrowth are also parties or successors in interest to 5 unit agreements pursuant to which they, among others, own interests in varying percentages in various units in Alberta. A list of all unit agreements between CNR, CNRNAP, and Pengrowth, including the applicable agreement names, numbers, and effective dates, are listed at Schedule “D” to this Statement of Claim (the “**Unit Agreements**”).
15. The Unit Agreements provide for the development, production and operation of various royalty and working interests in the unitized zone, and dictates the participation percentage of each owner in the unit and the allocation of capital and operating costs between the various owners, including the timing for payment of same.
16. CNR is Unit Operator of 1 of the Unit Agreements. While there are no outstanding amounts currently owing by Pengrowth to the Plaintiffs under the Unit Agreements, such amounts will accrue each month, which sums will be proved at the trial of this action.

### **Freehold P&NG Leases**

17. The Plaintiffs, or any one of them, are lessor under various freehold Petroleum & Natural Gas Leases pursuant to which they leased rights to Pengrowth to explore for and develop petroleum and natural gas in mineral rights owned by the Plaintiffs, subject to the terms of the applicable Freehold P&NG Lease (as defined below), including the payment of all required annual rentals and royalties on oil and gas production therefrom. A list of all Freehold P&NG Leases between the Plaintiffs, or any one of them, and Pengrowth, are listed at Schedule “E” to this Statement of Claim (the “**Freehold P&NG Leases**”).
18. While there are no outstanding amounts currently owing by Pengrowth to the Plaintiffs under the Freehold P&NG Leases, such amounts will accrue annually (with respect to rentals) and each month (with respect to royalties) to the extent oil and/or gas production

is produced from the mineral rights granted under the Freehold P&NG Leases, which sums will be proved at the trial of this action.

**Pengrowth's Purported Assignment of Various Agreements to AlphaBow**

19. It is a term of the Land Agreements, Facility Agreements, Service Agreements, Freehold P&NG Leases, and Unit Agreements, express or implied, that any assignment by a party of all or a portion of its interest thereunder required the consent of all other parties to the relevant agreement prior to such transfer or assignment taking effect.
20. In or about October, November and December 2017; January, February, May and November, 2018; and September 2019, Pengrowth advised the Plaintiffs by letter that:
  - (a) pursuant to a Sale Agreement, dated October 18, 2017, Pengrowth had assigned its entire interest in the Land Agreements, Facility Agreements, Service Agreements, Freehold P&NG Leases and Unit Agreements to AlphaBow (the “**Purported Assigned Interests**”); and
  - (b) Pengrowth requested the consent of CNRNAP, CNR and/or CNRL, as applicable, to the assignment in accordance with the terms of the relevant Land Agreement, Facility Agreement, Service Agreement, Freehold P&NG Lease or Unit Agreement (collectively, the “**Assignment Letters**”).
21. Each of the Assignment Letters enclosed a Notice of Assignment or an Assignment Agreement between Pengrowth and AlphaBow.
22. The Plaintiffs did not consent to Pengrowth's purported assignment of the Purported Assigned Interests to AlphaBow.
23. By letters dated throughout November and December, 2017; January, February, May and December, 2018; and September 2019, the Plaintiffs advised Pengrowth in relation to the Assignment Letters received for the Land Agreements, Facility Agreements, Freehold P&NG Leases and Unit Agreements that, *inter alia*:
  - (a) they were in receipt of the Assignment Letters;

- (b) the Plaintiffs had concerns relating to AlphaBow's ability to meet future financial obligations that may arise with respect to the Purported Assigned Interests and, as a result, were withholding their requested consent to Pengrowth's assignment of the Purported Assigned Interests and related appointment and replacement of Operator thereunder;
- (c) the Plaintiffs may be prepared to grant their consent to the assignment of the Purported Assigned Interests if: (i) Pengrowth or AlphaBow provided them with satisfactory evidence of AlphaBow's ability to meet its prospective financial obligations; or (ii) AlphaBow provided an irrevocable standby letter of credit in an amount equal to the expected abandonment and reclamation obligations applicable to Pengrowth's share of the Purported Assigned Interests;
- (d) until such time as such evidence was provided and CNR, CNRNAP, or CNRL, as applicable, granted its written consent, the Plaintiffs would: (i) continue to look to Pengrowth to meet all liabilities and obligations relating to the Purported Assigned Interests; (ii) not recognize AlphaBow as being entitled to any rights under the Land Agreements, Facility Agreements, [Freehold P&NG Leases](#) and/or Unit Agreements, including the right to take any share of the petroleum substances in kind; and (iii) assume and treat any payments made under the Land Agreements, Facility Agreements, [Freehold P&NG Leases](#) and/or Unit Agreements as having been made for and on behalf of Pengrowth by AlphaBow as Pengrowth's authorized agent;
- (e) should Pengrowth proceed with the assignment of the Purported Assigned Interests to AlphaBow, Pengrowth would be in breach of the Land Agreements, Facility Agreements, [Freehold P&NG Leases](#) and/or Unit Agreement and would be fully liable to the Plaintiffs for such breaches; and
- (f) CNR, CNRNAP, or CNRL as applicable, was prepared to work with Pengrowth and AlphaBow with a view to resolving its outstanding concerns regarding the financial status of AlphaBow.

24. The Plaintiffs did not respond to the Assignment Letters relating to the Service Agreements because, among other things, the services provided under the Service Agreements related entirely to the Purported Assigned Interests under the Land Agreements. As the Plaintiffs withheld their consent to the assignment of the Purported Assigned Interests under the Land Agreements, there was nothing which Pengrowth could assign, or purport to assign, in relation to the Service Agreements.
25. At no time did AlphaBow or Pengrowth provide the Plaintiffs with satisfactory evidence of AlphaBow's ability to meet its prospective financial obligations, nor did they work with CNR, CNRNAP, or CNRL, as applicable, to resolve its outstanding concerns regarding the financial status of AlphaBow. Instead, Pengrowth proceeded with the proposed assignment of the Purported Assigned Interests in the face of the Plaintiffs' withheld consent.
26. The Plaintiffs did not consent to Pengrowth's assignment of the Purported Assigned Interests to AlphaBow. Pengrowth's purported transfer and assignment of the Purported Assigned Interests to AlphaBow constitutes a breach of the Land Agreements, Facility Agreements, Service Agreements, [Freehold P&NG Leases](#) and Unit Agreements and is not legally effective or binding on CNR, CNRNAP or CNRL, as applicable. At all material times, Pengrowth has been, and continues to be, the legal and beneficial owner of the Purported Assigned Interests and liable to the Plaintiffs, or any one of them, for all costs and expenses payable under the applicable Land Agreements, Facility Agreements, Service Agreements, [Freehold P&NG Leases](#) and Unit Agreements.
27. ^

**Pengrowth or, in the alternative, AlphaBow ^ is Liable to the Plaintiffs**

***Breaches of the Land Agreements, Facility Agreement, Service Agreements, [Freehold P&NG Leases](#) and Unit Agreements***

28. It was a term of the Land Agreements, Facility Agreements, Service Agreements, [Freehold P&NG Leases](#) and Unit Agreements governing the Purported Assigned Interests that Pengrowth would pay all amounts due and owing thereunder, if and when such amounts became due.

29. While Pengrowth has continued to pay substantially all of the amounts due and owing to the Plaintiffs pursuant to the applicable Land Agreements, Facility Agreements, Service Agreements and Unit Agreements, or with respect to the Freehold P&NG Leases, Alphabow has continued to pay all of the rentals and royalties accrued thereunder on behalf of, and to the credit of, Pengrowth, since the effective date of the assignment of the Purported Assigned Interests, by letter dated October 21, 2019 (the “**October Letter**”), Pengrowth notified the Plaintiffs that, among other things:
- (a) Pengrowth rejected the position of the Plaintiffs and their withholding of consent to the assignment of the Purported Assigned Interests to AlphaBow and asserted that the assignment to AlphaBow was valid and effective; and
  - (b) effective immediately, any and all queries, matters, demands, concerns, or other communications related to the Purported Assigned Assets should be directed to AlphaBow.
30. As at August 31, 2019, Pengrowth is indebted to the Plaintiffs in the amount of \$6,683.38 (the “**Outstanding Costs**”). The Plaintiffs have further issued Invoice Nos. 683873 and 684687 (the “**September Invoices**”) to Pengrowth in the amount of \$256,031.29 and \$21,369.08, respectively, relating to costs payable by Pengrowth under the Land Agreements, Facility Agreements, Service Agreements and Unit Agreements for September 2019. In accordance with the position taken by Pengrowth in the October Letter, Pengrowth has contested a portion of the September Invoices on the basis that AlphaBow is the proper contractual counterparty. Amounts owing will continue to accrue each month, including with respect to the Freehold P&NG Leases, which sums will be proved at the trial of this action.
31. In breach of the Land Agreements, Facility Agreements, Service Agreements, Freehold P&NG Leases and Unit Agreements, and despite repeated demands from CNR, CNRNAP or CNRL, as applicable, Pengrowth has failed or refused to pay the Outstanding Costs to the Plaintiffs.
32. In the alternative, if Pengrowth’s assignment of the Land Agreements, Facility Agreements, Service Agreements, Freehold P&NG Leases and Unit Agreements to

AlphaBow was legally effective and binding on the Plaintiffs ^ all Outstanding Costs are due and owing by AlphaBow to the Plaintiffs, or any one of them.

33. The Plaintiffs continue to incur costs associated with the Land Agreements, Facility Agreements, Service Agreements and Unit Agreements, and rentals and royalties continue to accrue under the Freehold P&NG Leases, in an amount as yet unknown but to be proved at the Trial of this Action. Pengrowth or, in the alternative, AlphaBow ^ is responsible for payment of all such future costs pursuant to the terms of the relevant Land Agreements, Facility Agreements, Service Agreements, Freehold P&NG Leases and Unit Agreements.

### ***Unjust Enrichment***

34. Pengrowth or, in the alternative, AlphaBow ^ has been unjustly enriched by obtaining: (a) the benefit of joint operation production under the Land Agreements, (b) various gas gathering, compression, transportation and processing services, among other things, pursuant to the Facility Agreements, (c) gas, water and effluent handling services and contract well operating services under the Service Agreements, ^ (d) all benefits under the Unit Agreements; and (e) all production under the Freehold P&NG Leases, but now refuses to accept the corresponding costs.
35. There is no juristic reason for this enrichment and it has caused CNR, CNRNAP or CNRL, as applicable, a corresponding financial deprivation.

### ***Damages***

36. As a result of Pengrowth's or, in the alternative, AlphaBow's ^ breaches of the Land Agreements, Facility Agreements, Service Agreements, Freehold P&NG Leases and Unit Agreements, as particularized above, the Plaintiffs have suffered and continue to suffer loss and damages, the particulars of which will be provided at the trial of this action.

### **Place of Trial**

37. The Plaintiffs propose that the trial of this action be held at the Calgary Courts Centre in the City of Calgary, in the Province of Alberta.
38. The trial of this action will take less than 25 days.

**Remedies Sought**

39. The Plaintiffs seeks an Order:

- (a) granting a declaration that Pengrowth's purported assignment of the Purported Assigned Interests to AlphaBow △ was of no force and effect and Pengrowth remains the legal and beneficial owner of the Purported Assigned Interests and is liable to the Plaintiffs, or any one of them, for all costs and expenses payable under all applicable agreements between them or otherwise at law;
- (b) awarding damages against Pengrowth or, in the alternative, AlphaBow △, in the sum of \$6,683.38, or such further and other amount as may be proved at the trial of this action;
- (c) in the alternative, granting a declaration that Pengrowth or, in the alternative, AlphaBow △ has been unjustly enriched and it holds \$6,683.38, or such other amount as may be proved at the trial of this action, in trust for the Plaintiffs, or either one of them;
- (d) granting pre and post-judgment interest at the contractual rates;
- (e) in the alternative, granting pre and post-judgment interest at such rate or rates as may be ordered by the Court or pursuant to the *Judgment Interest Act*, RSA 2000, c J-1, as amended, and its regulations;
- (f) granting costs, including disbursements and GST; and
- (g) granting such further and other relief as this Honourable Court deems just.

**NOTICE TO THE DEFENDANT**

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at Calgary, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff's address for service.

**WARNING**

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the lawsuit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff against you.



**Schedule "A" – Land Agreements**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Contract #</b>	<b>Contract Name</b>	<b>Contract Effective Date</b>	<b>Portion of Interest Purported to be Assigned to AlphaBow</b>	<b>Amount Outstanding</b>
602779	Assignment and Overriding Royalty Agreement	13-May-71	Entire Interest	No
602780	Operating Agreement	01-Jan-85	Entire Interest	No
602977	Farmout Agreement	17-Mar-71	Entire Interest	No
603296	Farmout Agreement	01-Feb-73	Entire Interest	No
603776	Farmout Agreement	10-Jan-78	Entire Interest	No
604532	Pooling and Joint Operating Agreement	01-Apr-92	Entire Interest	No
604914	Agreement	04-May-65	Entire Interest	No
604915	Pooling and Farmout	01-Nov-90	Entire Interest	No
605026	Drilling Option	12-Jun-79	Entire Interest	No
605027	Joint Operating Agreement	01-Mar-93	Entire Interest	No
605182	Retrospective Joint Operating Agreement	01-Jun-01	Entire Interest	No
605503	Farmout, Option and Participation Agreement	15-Dec-86	Entire Interest	No
605744	Farmout Agreement	31-Dec-70	Entire Interest	No
605904	Pooling and Joint Operating Agreement	05-Jun-86	Entire Interest	No
605992	Farmout	01-Oct-78	Entire Interest	No
606125	Farm-in and Option	11-Apr-95	Entire Interest	Yes
606189	Farmout Agreement	14-Mar-78	Entire Interest	No
606214	Gross Overriding Royalty Agreement	11-Sep-80	Entire Interest	No
606215	Farmout	10-Feb-82	Entire Interest	No
606302	Joint Operating Agreement	05-Sep-96	Entire Interest	No
606574	Retrospective Joint Operating Agreement	15-May-96	Entire Interest	No
606575	Farmout	08-Apr-74	Entire Interest	No
606685	Farmout and Option Agreement	18-Oct-78	Entire Interest	No

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Contract #</b>	<b>Contract Name</b>	<b>Contract Effective Date</b>	<b>Portion of Interest Purported to be Assigned to AlphaBow</b>	<b>Amount Outstanding</b>
606734	Pooling and Joint Operating Agreement	15-Dec-89	Entire Interest	No
606994	Proposed Farmout Terms	29-Jan-86	Entire Interest	No
616884	Joint Operating Agreement	28-Jun-80	Entire Interest	No
618104	Waskahigan Area Joint Operating Agreement	01-Mar-88	Entire Interest	No
618637	Pooling and Joint Operating Agreement	01-Feb-89	Entire Interest	No
618772	Agreement to Participate	23-Nov-83	Entire Interest	No
619787	Pooling Agreement	12-Nov-00	Entire Interest	No
620447	Farmout Agreement	01-Nov-79	Entire Interest	No
620966	Joint Operating Agreement	18-Jun-80	Entire Interest	No
622308	(Non-cross Conveyed) Pooling and Equalization Agreement	18-May-04	Entire Interest	No
623051	Farmout and Option Agreement	15-Jul-88	Entire Interest	No
623226	Non-cross Conveyed Pooling Agreement	10-Mar-05	Entire Interest	No
625003	Farmout and Overriding Royalty Agreement	12-Oct-05	Entire Interest	No
626662	Pooling and Participation Agreement	20-Jan-98	Entire Interest	No
628780	Pooling and Joint Operating Agreement	01-Jan-07	Entire Interest	No
632083	Non-cross Conveyed Pooling Agreement	01-Apr-08	Entire Interest	No
633511	Farmout and Option Agreement	10-Jul-08	Entire Interest	No
634086	Pooling Agreement	24-Feb-98	Entire Interest	No
634857	Operating Agreement	26-Oct-00	Entire Interest	No
635375	Joint Operating Agreement	01-Jul-05	Entire Interest	No
635802	Farmout Agreement	27-Oct-86	Entire Interest	No

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Contract #</b>	<b>Contract Name</b>	<b>Contract Effective Date</b>	<b>Portion of Interest Purported to be Assigned to AlphaBow</b>	<b>Amount Outstanding</b>
635838	Drilling Option Agreement	12-Nov-84	Entire Interest	No
639599	Joint Operating Agreement	03-Jun-82	Entire Interest	No
641725	Farmout letter Agreement	30-Jun-06	Entire Interest	No
642153	Retrospective Joint Operating Agreement	01-Jun-09	Entire Interest	No
644377	Memorandum of Agreement	10-Jul-73	Entire Interest	No
644378	Joint Operating Agreement	16-Mar-76	Entire Interest	No
644456	Farmout Agreement	19-May-71	Entire Interest	No
644468	Pooling Agreement	28-Jun-75	Entire Interest	No
644819	Trust Agreement	17-Oct-02	Entire Interest	No
644988	Trust Agreement	30-Dec-03	Entire Interest	No
644989	Trust Agreement	30-Dec-03	Entire Interest	No
644990	Trust Agreement	30-Dec-03	Entire Interest	No
644991	Trust Agreement	30-Dec-03	Entire Interest	No
644993	Trust Agreement	30-Dec-03	Entire Interest	No
644994	Trust Agreement	30-Dec-03	Entire Interest	No
649102	Farmout and Option Agreement	14-Oct-80	Entire Interest	Yes
649277	Agreement	10-Mar-72	Entire Interest	No
649278	Agreement	01-Oct-73	Entire Interest	No
649279	Agreement	30-Nov-73	Entire Interest	No
649285	Farmout request	13-Nov-81	Entire Interest	No
649295	Pooling and Farmout Agreement	12-Mar-87	Entire Interest	No
649327	Pooling Agreement	20-Apr-01	Entire Interest	No
649333	Joint Operating Agreement	30-Oct-01	Entire Interest	No
649336	Farmout and Participation Agreement	20-Jun-02	Entire Interest	No

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Contract #</b>	<b>Contract Name</b>	<b>Contract Effective Date</b>	<b>Portion of Interest Purported to be Assigned to AlphaBow</b>	<b>Amount Outstanding</b>
649337	Pooling and Joint Operating Agreement	01-Oct-02	Entire Interest	No
649338	Pooling and Joint Operating Agreement	01-Oct-02	Entire Interest	No
649340	Pooling & Joint Operating Agreement	04-Dec-02	Entire Interest	No
649343	Royalty Agreement	01-Jan-03	Entire Interest	No
649352	Farmout Letter Agreement	04-Dec-70	Land as detailed in "Schedule A" of the purported assignment agreement	Yes
649356	Joint Participation Agreement	01-Dec-82	Entire Interest	No
649358	Joint Operating Agreement	15-Jan-02	Entire Interest	No
649487	Joint Operating Agreement	12-Mar-03	Entire Interest	Yes
649526	Pooling Agreement	16-Aug-04	Entire Interest	No
649601	Joint Operating Agreement	01-Apr-04	Entire Interest	No
649603	Pooling Agreement	02-Apr-04	Entire Interest	No
651510	Trust Agreement	07-Oct-04	Entire Interest	No
651554	Pooling and Farm-in Agreement	06-Jul-81	Entire Interest	No
651649	Farmout Agreement	19-Feb-79	Entire Interest	No
651725	Farmout Agreement	08-Sep-92	Entire Interest	No
651893	Production Pooling Agreement	15-Jun-82	Entire Interest	No
651957	Pooling and Joint Operating Agreement	01-Oct-04	Entire Interest	No
^ =	^ =	^ =	^ =	^ =
651969	Pooling and Operating Agreement	01-Jun-05	Entire Interest	No
651990	Farmout Agreement	01-Oct-02	Entire Interest	No
651993	Joint Operating Agreement	24-Oct-02	Entire Interest	No
652001	Farm-in Agreement	25-Apr-03	Entire Interest	No

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Contract #</b>	<b>Contract Name</b>	<b>Contract Effective Date</b>	<b>Portion of Interest Purported to be Assigned to AlphaBow</b>	<b>Amount Outstanding</b>
652004	Operating Agreement	01-Jun-03	Entire Interest	No
652096	Farmout Head Agreement	22-Apr-05	Entire Interest	No
652101	Farmout Head Agreement	03-Feb-05	Entire Interest	No
652120	Pooling Agreement	15-Aug-05	Entire Interest	No
652121	Pooling Agreement	08-Sep-05	Entire Interest	No
652131	Pooling Agreement	26-Jan-06	Entire Interest	No
652418	Sublease	03-Feb-64	Entire Interest	No
652421	Farmout Agreement	03-Dec-65	Entire Interest	No
652423	Overriding Royalty Agreement	15-Oct-75	Entire Interest	No
652429	Agreement	30-Oct-56	Entire Interest	No
652430	Memorandum of Agreement	04-Nov-56	Entire Interest	No
652433	Assignment of Gas Lease and Grant	15-Jun-70	Entire Interest	No
652442	Joint Operating Agreement	25-Nov-97	Entire Interest	No
652443	Joint Operating Agreement	17-Oct-96	Entire Interest	No
652474	Overriding Royalty Agreement	25-Oct-99	Entire Interest	No
652475	Pooling and Participation Agreement	30-Mar-00	Entire Interest	No
652476	Joint Operating Agreement	01-Oct-00	Entire Interest	No
652477	Joint Operating Agreement	01-Oct-00	Entire Interest	No
652478	Joint Operating Agreement	01-Oct-00	Entire Interest	No
652480	Joint Operating Agreement	01-Oct-00	Entire Interest	No
652481	Joint Operating Agreement	01-Oct-00	Entire Interest	Yes
652482	Joint Operating Agreement	01-Oct-00	Entire Interest	No

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Contract #</b>	<b>Contract Name</b>	<b>Contract Effective Date</b>	<b>Portion of Interest Purported to be Assigned to AlphaBow</b>	<b>Amount Outstanding</b>
652483	Joint Operating Agreement	07-Feb-99	Entire Interest	No
652484	Joint Operating Agreement	01-Oct-00	Entire Interest	No
652485	Joint Operating Agreement	01-Nov-99	Entire Interest	Yes
652489	Joint Operating Agreement	01-Oct-00	Entire Interest	No
652491	Joint Operating Agreement	01-Oct-00	Entire Interest	No
652492	Joint Operating Agreement	01-Oct-00	Entire Interest	No
652493	Joint Operating Agreement	01-Oct-00	Entire Interest	No
652496	Joint Operating Agreement	01-Oct-00	Entire Interest	Yes
652497	Joint Operating Agreement	01-Oct-00	Entire Interest	No
652498	Joint Operating Agreement	01-Oct-00	Entire Interest	No
652499	Joint Operating Agreement	01-Oct-00	Entire Interest	No
652500	Joint Operating Agreement	01-Oct-00	Entire Interest	No
652501	Joint Operating Agreement	01-Oct-00	Entire Interest	No
652502	Joint Operating Agreement	01-Oct-00	Entire Interest	No
652509	Pooling Agreement	25-Oct-00	Entire Interest	No
652510	Joint Operating Agreement	16-Oct-00	Entire Interest	No
652514	Royalty Agreement	23-Feb-00	Entire Interest	No
652530	Joint Operating Agreement	23-Sep-92	Entire Interest	No
652531	Farmout Agreement	02-Apr-93	Entire Interest	No
652532	Agreement	01-Nov-64	Entire Interest	No
652534	Agreement	05-Nov-75	Entire Interest	No
652535	Fish Lake Farmout	11-Sep-73	Entire Interest	No

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Contract #</b>	<b>Contract Name</b>	<b>Contract Effective Date</b>	<b>Portion of Interest Purported to be Assigned to AlphaBow</b>	<b>Amount Outstanding</b>
652536	Royalty Agreement	03-Nov-93	Entire Interest	No
652537	Agreement	03-Nov-80	Entire Interest	Yes
652539	Farmout and Option Agreement	29-Jun-94	Entire Interest	No
652545	Farmout and Option Agreement	14-Oct-80	Entire Interest	No
652553	Joint Operating Agreement	26-Feb-81	Entire Interest	Yes
652554	Farmout and Option Agreement	25-Nov-85	Entire Interest	No
652557	Agreement	09-Jan-70	Entire Interest	Yes
652561	Pooling Agreement	25-Oct-86	Entire Interest	Yes
652562	Agreement	09-May-80	Entire Interest	No
652566	Agreement	15-May-78	Entire Interest	No
652567	Hanna Area Farmout	15-Oct-69	Entire Interest	Yes
652568	Memorandum of Agreement	15-Jul-70	Entire Interest	No
652570	Sublease Agreement	20-Jun-76	Entire Interest	No
652572	Joint Operating Agreement	10-Jun-92	Entire Interest	No
652573	Pooling and Participation Agreement	03-Feb-78	Entire Interest	No
652576	Operating Agreement	31-Oct-83	Entire Interest	No
652577	Pooling and Farmout Agreement	29-Jul-80	Entire Interest	No
652591	Farmout and Option Agreement	24-Jul-81	Entire Interest	No
652592	Farmout Agreement	16-Sep-89	Entire Interest	No
652599	Operating Agreement	12-Nov-71	Entire Interest	No
652604	Joint Operating Agreement	01-Dec-93	Entire Interest	No
652605	Farmout Agreement	15-Mar-71	Entire Interest	No
652669	Farmout and Option Agreement	25-Jun-77	Entire Interest	No
652680	Operating Agreement	28-Jul-71	Entire Interest	No

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Contract #</b>	<b>Contract Name</b>	<b>Contract Effective Date</b>	<b>Portion of Interest Purported to be Assigned to AlphaBow</b>	<b>Amount Outstanding</b>
652735	Farmout Agreement	23-Oct-69	Entire Interest	No
652736	Agreement	01-Jun-75	Entire Interest	No
652737	Farmout Agreement	15-Jul-65	Entire Interest	No
652757	Operating Agreement	16-Mar-72	Entire Interest	No
652769	Agreement	30-Jun-78	Entire Interest	Yes
653810	Agreement	30-Oct-73	Entire Interest	No
654666	Operating Agreement	25-Apr-74	Entire Interest	No
654800	Farmout and Operating Agreement	10-Feb-83	Entire Interest	No
656078	Trust Agreement	27-Oct-16	Entire Interest	No
656294	Pooling, Equalization & Joint Operating Agreement	01-Mar-04	Entire Interest	No
656998	Pooling and Farm-in Agreement	24-Jun-82	Entire Interest	No
657004	Joint Operating Agreement	01-Feb-89	Entire Interest	No
657007	Farmout Agreement	29-Jan-90	Entire Interest	No
657010	Joint venture Agreement	17-Nov-80	Entire Interest	No
657019	Farmout Agreement	01-Sep-80	Entire Interest	No
657027	Overriding Royalty Agreement	23-Jan-80	Entire Interest	No
657030	Farmout Agreement	22-May-80	Entire Interest	No
657032	Farmout and Option Agreement	24-Jun-77	Entire Interest	No
657067	Seismic Option Agreement	27-Nov-00	Entire Interest	No
657085	Farmout Agreement	09-Feb-88	Entire Interest	No
657119	Pooling and Farmout Agreement	01-Jun-04	Entire Interest	No
657136	Pooling and Joint Operating Agreement	16-May-03	Entire Interest	No
657176	Pooling and Joint Operating Agreement	29-Mar-04	Entire Interest	No
657224	Declaration of Trust	10-Jun-03	Entire Interest	No



A	B	C	D	E
Contract #	Contract Name	Contract Effective Date	Portion of Interest Purported to be Assigned to AlphaBow	Amount Outstanding
657302	Pembina Trust Royalty Agreement	17-Jul-95	Entire Interest	No
<a href="#">652754</a>	<a href="#">Royalty Agreement</a>	<a href="#">3-Oct-1975</a>	<a href="#">Entire Interest</a>	<a href="#">Yes</a>

**Schedule “B” – Facility Agreements**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Contract #</b>	<b>Contract Name</b>	<b>Contract Effective Date</b>	<b>Portion of Interest Purported to be Assigned to AlphaBow</b>	<b>Amount Outstanding</b>
627578 HAN.F2.5A	Hanlan Robb Rail Spur Agreement for the CO&O	27-Jan-86	Entire Interest	No
652943 PRO.F1.5A	Provost 07-06-033-10W4 Compressor	01-Apr-06	Entire Interest	No
641682 PIN.F1.5A	Pine Creek Plant and Gathering System	01-Jan-90	Entire Interest	No
628707 WTN.G1.5A	Trochu Gas Gathering System	01-Jan-99	Entire Interest	No
657332 GHO.F5.5A	Ghost Pine Plant	01-Dec-69	Entire Interest	No
652900 STM.G3.5A	Stanmore Gas Gathering System T 29-31, R 10-12 W4M	01-Jan-96	Entire Interest	No
652937 RIH.G1.5A	Richdale 12-7-30-12W4M to 10-13-30-13W4 Pipeline	01-Jan-13	Entire Interest	No
652955 HNN.G2.5A	Hanna Gas Gathering System	01-Nov-94	Entire Interest	No
628676 STM.F1.5A	Stanmore Gas Plant 5-1-29-12W4	01-Jan-77	Entire Interest	No
627577 HAN.F1.5A	Hanlan Robb Gas Plant Agreement for the CO&O (10-12-49-20W5)	01-Feb-85	Entire Interest	No
627600 MCG.F1.5A	McGregor Lake Gas Plant	01-Nov-90	Entire Interest	No
652947 STM.F3.5A	Stanmore 07-09-030-11W4M Gas Plant CO&O	01-Jul-15	Entire Interest	No

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Contract #</b>	<b>Contract Name</b>	<b>Contract Effective Date</b>	<b>Portion of Interest Purported to be Assigned to AlphaBow</b>	<b>Amount Outstanding</b>
627544 KAY.F1.5A	Kaybob (Tony Creek) Compressor 16-7-65-20W5 - Decommissioned	01-Oct-90	Entire Interest	No
628503 EWT.F1.5A	East Watts Gas Plant CO&O	01-Jan-03	Entire Interest	No
628683 STM.G1.5A	Stanmore Gas Gathering Facilities 5-1-29-12W4	01-Jan-77	Entire Interest	No
628857 KAY.F4.5A	Kaybob Battery #29 CO&O 3-29-62-20W5	01-Jun-95	Entire Interest	No
646403 HAN.F3.5A	Hanlan Swan Hills-Hanlan D-2 Trunk Line CO&O	01-Dec-84	Entire Interest	No
652954 HNN.F1.5A	Agreement for the Construction, Ownership and Operation of the Hanna Gas Plant (8-25-31-14 W4)	01-Jun-81	Entire Interest	No
652997 DEB.F2.5A	Delburne Gas Processing Facilities	01-Dec-90	Entire Interest	No

**Schedule “C” – Service Agreements**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Contract #</b>	<b>Contract Name</b>	<b>Contract Effective Date</b>	<b>Portion of Interest Purported to be Assigned to AlphaBow</b>	<b>Amount Outstanding</b>
630737 BIO.17A10	Bigstone Contract Well Operating	01-Jan-00	Entire Interest	No
634513 BIO.F1.17A47	Bigstone Gas Handling Agreement	01-Sep-09	Entire Interest	No
653280 CSF.U3.17A4	Cessford Unit No. 2 Well Effluent Processing and Water Disposal Agreement	01-May-11	Entire Interest	No
630768 EWT.17A4	East Watts Contract Well Operating	22-Jun-01	Entire Interest	No
631767 EWT.F1.17A10	East Watts Gathering	22-Jun-01	Entire Interest	No
631036 GAL.F1.17A5	Galloway Gas Processing plus other services	1-Jun-01	Entire Interest	No
657508 HIL.F1.17A68	Hillsdown Gas Handling Agreement	01-Jun-17	Entire Interest	No
657412 HNN.17A26	Hanna Garden - Contract Well/fFacilities Operating Agreement - NAL	09-Nov-01	Entire Interest	No
658454 HNN.F3.17A6	Hanna Area Gas Handling Agreement	01-Jun-17	Entire Interest	No
653410 RAC.F1.17A4	Racosta Well Effluent Processing and Water Disposal Agreement	01-Jan-03	Entire Interest	Yes
653135 RIH.17A13	(Richdale) Contract Well/Facilities Operating Agreement	01-Feb-99	Entire Interest	No
629074 STM.17A13	Stanmore Contract Well Operating	01-Oct-97	Entire Interest	No

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Contract #</b>	<b>Contract Name</b>	<b>Contract Effective Date</b>	<b>Portion of Interest Purported to be Assigned to AlphaBow</b>	<b>Amount Outstanding</b>
631453 STM.17A53	Stanmore Contract Well Operating	01-Oct-97	Entire Interest	No
653217 STM.17A77	Stanmore Area Contract Wells/Facilities Operating Agreement	01-Aug-08	Entire Interest	Yes
638363 STM.F1.17A11	Effluent Processing Agreement, Stanmore Area	01-Apr-00	Entire Interest	No
654079 STM.F3.17A17	Stanmore Area Gas Handling Agreement	1-Jul-15	Entire Interest	No
640994 WAS.F2.17A34	Waskahigan Gas Handling Agreement	01-Jun-12	Entire Interest	No
627385 WNH.F5.17A1	Wintering Hills Area Gas Transportation and Processing Agreement	01-Oct-03	Entire Interest	No
661466 CSF.F28.17A3	Cessford Area Gas Handling Agreement	1-Jun-19	Entire Interest	Yes
661512 STM.F3.17A34	Stanmore Area Gas Handling Agreement	1-Aug-19	Entire Interest	Yes
657416 HNN.F2.17A7	Hanna Garden – Inlet Compression, Processing & Sales Gas Compression Agreement	1-Dec-02	Entire Interest	Yes


**Schedule "D" – Unit Agreements**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Contract #</b>	<b>Contract Name</b>	<b>Contract Effective Date</b>	<b>Portion of Interest Purported to be Assigned to AlphaBow</b>	<b>Amount Outstanding</b>
648038 HAN.U1.5A	Hanlan Swan Hills Pool Gas Unit No. 1	01-Jul-88	Entire Interest	No
652840 DEB.U1.5A	Delburne Gas Unit	23-Dec-72	Entire Interest	No
641697 PIN.U1.5A	Pine Creek Second White Specks "A" Pool Unit	01-Jul-85	Entire Interest	No
652817 WIN.U1.5A	Winnifred Gas Unit	09-Oct-76	Entire Interest	No
648094 FER.U1.5A	Ferrybank Belly River Gas Unit	26-Sep-76	Entire Interest	No

Schedule “E” – Freehold P&NG Leases

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
<u>Lease #</u>	<u>Lease Type</u>	<u>Lease Effective Date</u>	<u>Portion of Interest Purported to be Assigned to AlphaBow</u>	<u>Amount Outstanding</u>
<a href="#"><u>MRA221301</u></a>	<a href="#"><u>P&amp;NG Lease</u></a>	<a href="#"><u>14-Oct-00</u></a>	<a href="#"><u>Entire Interest</u></a>	<a href="#"><u>No</u></a>
<a href="#"><u>MRA221066</u></a>	<a href="#"><u>P&amp;NG Lease</u></a>	<a href="#"><u>20-Feb-98</u></a>	<a href="#"><u>Entire Interest</u></a>	<a href="#"><u>No</u></a>
<a href="#"><u>MRA221342</u></a>	<a href="#"><u>P&amp;NG Lease</u></a>	<a href="#"><u>01-Feb-01</u></a>	<a href="#"><u>Entire Interest</u></a>	<a href="#"><u>No</u></a>
<a href="#"><u>MRA221192</u></a>	<a href="#"><u>P&amp;NG Lease</u></a>	<a href="#"><u>01-Feb-00</u></a>	<a href="#"><u>Entire Interest</u></a>	<a href="#"><u>No</u></a>
<a href="#"><u>MRA220827</u></a>	<a href="#"><u>P&amp;NG Lease</u></a>	<a href="#"><u>15-Apr-96</u></a>	<a href="#"><u>Entire Interest</u></a>	<a href="#"><u>No</u></a>
<a href="#"><u>MRA221687</u></a>	<a href="#"><u>P&amp;NG Lease</u></a>	<a href="#"><u>01-Apr-04</u></a>	<a href="#"><u>Entire Interest</u></a>	<a href="#"><u>No</u></a>
<a href="#"><u>MRA224508</u></a>	<a href="#"><u>P&amp;NG Lease</u></a>	<a href="#"><u>15-Sept-06</u></a>	<a href="#"><u>Entire Interest</u></a>	<a href="#"><u>No</u></a>
<a href="#"><u>MRA221166</u></a>	<a href="#"><u>P&amp;NG Lease</u></a>	<a href="#"><u>01-Jun-99</u></a>	<a href="#"><u>Entire Interest</u></a>	<a href="#"><u>No</u></a>
<a href="#"><u>MRA221191</u></a>	<a href="#"><u>P&amp;NG Lease</u></a>	<a href="#"><u>01-Mar-00</u></a>	<a href="#"><u>Entire Interest</u></a>	<a href="#"><u>No</u></a>
<a href="#"><u>MRA221193</u></a>	<a href="#"><u>P&amp;NG Lease</u></a>	<a href="#"><u>01-Jan-00</u></a>	<a href="#"><u>Entire Interest</u></a>	<a href="#"><u>No</u></a>
<a href="#"><u>MRA221581</u></a>	<a href="#"><u>P&amp;NG Lease</u></a>	<a href="#"><u>01-Jan-03</u></a>	<a href="#"><u>Entire Interest</u></a>	<a href="#"><u>No</u></a>
<a href="#"><u>MRA221463</u></a>	<a href="#"><u>P&amp;NG Lease</u></a>	<a href="#"><u>15-Jun-01</u></a>	<a href="#"><u>Entire Interest</u></a>	<a href="#"><u>No</u></a>
<a href="#"><u>MRA221124</u></a>	<a href="#"><u>P&amp;NG Lease</u></a>	<a href="#"><u>01-Sept-98</u></a>	<a href="#"><u>Entire Interest</u></a>	<a href="#"><u>No</u></a>
<a href="#"><u>MRA221357</u></a>	<a href="#"><u>P&amp;NG Lease</u></a>	<a href="#"><u>16-Apr-01</u></a>	<a href="#"><u>Entire Interest</u></a>	<a href="#"><u>No</u></a>
<a href="#"><u>MRA221614</u></a>	<a href="#"><u>P&amp;NG Lease</u></a>	<a href="#"><u>22-Apr-03</u></a>	<a href="#"><u>Entire Interest</u></a>	<a href="#"><u>No</u></a>
<a href="#"><u>MRA221168</u></a>	<a href="#"><u>P&amp;NG Lease</u></a>	<a href="#"><u>29-Jun-99</u></a>	<a href="#"><u>Entire Interest</u></a>	<a href="#"><u>No</u></a>
<a href="#"><u>MRA221616</u></a>	<a href="#"><u>P&amp;NG Lease</u></a>	<a href="#"><u>22-Apr-03</u></a>	<a href="#"><u>Entire Interest</u></a>	<a href="#"><u>No</u></a>
<a href="#"><u>MRA221612</u></a>	<a href="#"><u>P&amp;NG Lease</u></a>	<a href="#"><u>22-Apr-03</u></a>	<a href="#"><u>Entire Interest</u></a>	<a href="#"><u>No</u></a>
<a href="#"><u>MRA221613</u></a>	<a href="#"><u>P&amp;NG Lease</u></a>	<a href="#"><u>22-Apr-03</u></a>	<a href="#"><u>Entire Interest</u></a>	<a href="#"><u>No</u></a>
<a href="#"><u>MRA221666</u></a>	<a href="#"><u>P&amp;NG Lease</u></a>	<a href="#"><u>22-Oct-03</u></a>	<a href="#"><u>Entire Interest</u></a>	<a href="#"><u>No</u></a>

This is **Exhibit "G"** referred to in the Affidavit of Ben Li sworn before me this 12<sup>th</sup> day of November, 2024



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A Commissioner for Oaths in and for Alberta

**Sophie Fiddes**  
**Barrister & Solicitor**



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September 18, 2024

***Via Email - cameronk@bennettjones.com***

Bennett Jones LLP  
4500 Bankers Hall East, 855 - 2 Street SW  
Calgary AB T2P 4K7

**Attention: Keely Cameron**

Dear Ms. Cameron:

**Re: AlphaBow Energy Ltd. (“AlphaBow”) re: Application for Advice and Directions with respect to potential sale of AlphaBow Assets**

We are counsel for Strathcona Resources Ltd. (“**Strathcona**”), formerly Pengrowth Energy Corporation, with respect to Action No. 1901-15627 (the “**Action**”).

Pursuant to the Statement of Defence filed in that Action on January 2, 2020, Strathcona’s position is that certain petroleum and natural gas rights and other interests under certain agreements (defined therein as the “**Assigned Assets**”) were assigned by Strathcona to AlphaBow, and that such assignment is valid and binding.

Strathcona takes no position with respect to the balance of AlphaBow’s application, including with respect to any application by AlphaBow regarding the ultimate vesting of the Assigned Assets with a subsequent purchaser.

Yours truly,

McCarthy Tétrault LLP



Lyndsey Delamont

LD/kwa

c: Walker MacLeod, McCarthy Tétrault LLP