



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, RSC 1985, c. C-36, as amended**

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

DOCUMENT **SIXTH REPORT OF THE MONITOR**

DECEMBER 13, 2024

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

MONITOR

KSV Restructuring Inc.
324-8th Avenue SW, Suite 1165
Calgary, AB
T2P 2Z2

Attention: Andrew Basi/Ross Graham
Telephone: (587) 287-2670/(587) 287-2750
Facsimile: (416) 932-6266
Email: abasi@ksvadvisory.com
 rgraham@ksvadvisory.com

MONITOR'S COUNSEL

Cassels Brock & Blackwell LLP
888 3rd Street SW, Suite 3810
Calgary, AB
T2P 5C5

Attention: Jeffrey Oliver
Telephone: (403) 351-2921
E-Mail: joliver@cassels.com

Contents	Page
1.0 Introduction	1
2.0 Update on the Sale and Investment Solicitation Process (SISP)	7
3.0 Update on the Claims Process.....	22
4.0 Other matters	23
5.0 Cash Flow Statement.....	25
6.0 Conclusion and Recommendation	27

Appendix	Tab
Summary of the December 19 th Transactions	A
Seventh Cash Flow Statement and Management's Report thereon	B
Eighth Cash Flow Statement and Management's Report thereon	C
Monitor's Report on the Eighth Cash Flow Statement	D

Confidential Appendix	Tab
Unredacted Purchase and Sale Agreements	
- 2628069 Alberta Ltd.	1
- 2628071 Alberta Ltd.	2
- Bench Creek Resources Inc. (unsigned).....	3
- North 40 Resources Ltd.	4
- PointBreak Resources Inc.....	5
- Rockeast Energy Corp.	6
- Warwick Gas Storage Ltd.....	7
- Signalta Resources Limited Transaction #1	8
- Signalta Resources Limited Transaction #2.....	9

1.0 Introduction

1. On March 28, 2024 (the “**Filing Date**”), Alhabow Energy Ltd. (“**Alhabow**”, the “**Company**”, or the “**Applicant**”) filed a Notice of Intention to Make a Proposal (“**NOI**”), pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) (the “**NOI Proceeding**”). KSV Restructuring Inc. (“**KSV**”) consented to act as proposal trustee (the “**Proposal Trustee**”) in the NOI Proceedings.
2. On April 26, 2024, the Applicant sought and obtained an initial order (the “**Initial Order**”) from the Court of Kings’ Bench of Alberta (the “**Court**”) granting, among other things, a continuation of the NOI Proceedings under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c C-36, as amended (the “**CCAA**”) (the “**CCAA Proceeding**”). This report (the “**Sixth Report**”) is filed by KSV in its capacity as monitor (the “**Monitor**”) in the CCAA Proceeding.
3. The Initial Order granted, among other things, the following relief within the CCAA Proceeding:
 - a) declaring the NOI Proceeding previously filed by the Applicant is taken up and continued under the CCAA, pursuant to section 11.6(a) of the CCAA;
 - b) terminating the NOI Proceeding;
 - c) granting a stay of all proceedings, rights, and remedies against or in respect of the Applicant until May 6, 2024 (the “**Stay Period**”); and
 - d) granting a charge to not exceed \$100,000 as security for the fees and disbursements of the Monitor, the Monitor’s counsel, Cassels Brock & Blackwell LLP (“**Cassels**”), and the Applicant’s counsel, Bennett Jones LLP (“**Bennett Jones**”) (the “**Administration Charge**”), against the Applicant’s current and future assets, undertakings and properties of every nature and kind whatsoever (including all real and personal property), and wherever situated, including all proceeds thereof (collectively the “**Property**”).
4. Further on April 26, 2024, the Court granted the Applicant’s application for an amended Initial Order (the “**Amended and Restated Initial Order**”) which included, amongst other matters, the following relief:

- a) extending the Stay Period to, and including, July 31, 2024; and
 - b) increasing the quantum of the Administration Charge to \$500,000.
5. In addition, on April 26, 2024, the Court granted the Applicant's application for a sale and investment solicitation process order (the "**SISP Order**") which includes, amongst other matters, the following relief:
- a) approval of a sale and investment solicitation process ("**SISP**");
 - b) authorizing the Monitor and Sayer Energy Advisors (the "**Sales Advisor**") to conduct the SISP;
 - c) appointing Sayer as the sales agent ("**Sales Agent**") in accordance with the SISP and approving the engagement agreement between the Applicant and Sayer; and
 - d) authorizing the continued marketing and sale of the Company's carbon credits through Strom Futures Inc., or such further broker as the Monitor shall approve.
6. Finally, on April 26, 2024, the Court approved the Applicant's application for a sale approval and vesting order approving the sale transaction (the "**Cascade Transaction**") pursuant to the purchase and sale agreement dated April 15, 2024, between AlphaBow and Cascade Capture Ltd. The Cascade Transaction subsequently closed on May 8, 2024.
7. On July 23, 2024, the Court granted an extension to the Stay Period to August 31, 2024. The Stay Period was then subsequently extended to September 30, 2024, by an order issued by this Court on August 27, 2024.
8. On September 20, 2024, the Court granted Alphabow's applications for:
- a) a sale approval and vesting order approving a sale transaction (the "**Cenovus Transaction**") pursuant to the purchase and sale agreement dated September 4, 2024, between AlphaBow and Cenovus Energy Inc. ("**Cenovus**");
 - b) an order (the "**Claims Process Order**") authorizing AlphaBow to undertake a claims process for the purpose of ascertaining the quantum of cure costs associated with certain assets included as part of the SISP (the "**Claims Process**"); and

- c) an order, which amongst other things, extended the Stay Period to, and including, October 31, 2024.
9. The Cenovus Transaction subsequently closed on October 2, 2024.
10. On November 4, 2024, the Court granted Alhabow's applications for multiple sale approval and vesting orders approving several transactions pursuant to purchase and sale agreements entered into between Alhabow and:
 - i. Culloden Resources Ltd. and Rayberg Holding Ltd. ("**Culloden and Rayberg**");
 - ii. Durham Creek Energy Ltd. ("**Durham**");
 - iii. 2505108 AB Ltd. and Tians Oil Ltd. ("**250 and Tians**"); and
 - iv. Resistance Energy Ltd. ("**Resistance**")

(collectively referred herein as the "**November 4th Transactions**")
11. Also on November 4, 2024, the Court granted AlphaBow's application for an Order, which amongst other things, extended the Stay Period to, and including, November 29, 2024.
12. On November 5, 2024, the Court declared that two royalty agreements (the "**Advance GORR**") between Alhabow and Advance Drilling Ltd. ("**Advance**") did not create an interest in land and will be vested off as part of the sale of Alhabow's assets.
13. On November 21, 2024, the Court granted Alhabow's applications for multiple sale approval and vesting orders approving several transactions pursuant to purchase and sale agreements entered into between Alhabow and:
 - i. Power Serv Engine & Compressor Repair (Med Hat) Ltd. ("**Powerserv**");
 - ii. Ember Resources Inc. ("**Ember**");
 - iii. Tykewest Limited ("**Tykewest**");
 - iv. Crbon Labs Inc. ("**Crbon**"); and
 - v. HWN Energy Ltd. ("**HWN**");

(collectively referred herein as the "**November 21st Transactions**")

14. Also on November 21, 2024, the Court granted AlphaBow's application for an Order, which amongst other things, extended the Stay Period to, and including, December 31, 2024 and adjourned the application with respect to the Asset Purchase and Sale Agreement between AlphaBow and North 40 Resources Ltd. to December 19, 2024.

1.1 Purposes of this Sixth Report

1. This Sixth Report is intended to provide the Court with further information related to the relief sought by the Company in its application scheduled for hearing on December 19, 2024. This Sixth Report specifically provides information regarding:
 - a) the Monitor's activities since the Monitor's fifth report dated November 19, 2024 (the "**Fifth Report**");
 - b) the Company's activities since the Fifth Report;
 - c) the Monitor's comments and report on the Company's actual performance to date versus the cash flow forecast commencing on November 18, 2024 and ending December 10, 2024 (the "**Seventh Cash Flow Statement**");
 - d) the Monitor's comments and report on the Company's cash flow statement for the period commencing on December 11, 2024 and ending February 16, 2025 (the "**Eighth Cash Flow Statement**");
 - e) an update on the SISP and the November 21st Transactions;
 - f) an update on the Claims Process;
 - g) Alphabow's application for, amongst other things an approval and reverse vesting order (the "**RVO**"), which, *inter alia*, approves:
 - i. the transaction (the "**Corporate Transaction**") for the sale of all of the common shares of Alphabow to 2628071 Alberta Ltd. ("**071 AB**"), pursuant to a subscription agreement dated December 9, 2024 (the "**Subscription Agreement**") and grants the proposed form of the RVO appended to the Company's application;
 - ii. certain relief from this Court required for the Corporate Transaction to close, including, among other things, the addition of a new entity (the

“**Creditor Trust**”) as the debtor and Applicant to these CCAA Proceedings and the removal of Alphabow; and

- iii. releases to the Released Parties (defined herein);
- h) Alphabow’s applications for multiple sale approval and vesting orders approving several transactions pursuant to purchase and sale agreements entered into between Alphabow and:
 - i. North 40 Resources Ltd. (“**North40**”);
 - ii. Signalta Resources Limited (“**Signalta**”);
 - iii. Warwick Gas Storage Ltd. (“**Warwick**”);
 - iv. Bench Creek Resources Inc. (“**Bench Creek**”);
 - v. PointBreak Resources Inc. (“**PointBreak**”);
 - vi. Rockeast Energy Corp. (“**Rockeast**”);
 - vii. 071 AB; and
 - viii. 2628069 Alberta Ltd. (“**069 AB**”);
- i) AlphaBow’s application for an Order (the “**Sixth Extension Order**”), which amongst other things:
 - i. extends the Stay Period to, and including, February 14, 2025; and
 - ii. seals the confidential documents described herein; and
- j) the Monitor’s comments and recommendations.

1.2 Scope and Terms of Reference

1. In preparing this Sixth Report, the Monitor has relied upon the Applicant’s unaudited financial information, books and records, information available in the public domain and discussions with the Applicant’s management and legal counsel.
2. The Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the financial information relied on to prepare this Sixth Report in a

manner that complies with Canadian Auditing Standards (“**CAS**”) pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Any party wishing to place reliance on the financial information should perform its own due diligence.

3. An examination of the Eighth Cash Flow Statement as outlined in the Chartered Professional Accountants of Canada Handbook has not been performed. Future-oriented financial information relied upon in this Sixth Report is based upon the Applicant’s assumptions regarding future events; actual results achieved may vary from this information, and these variations may be material. The Monitor does not express any opinion or other form of assurance on whether the Eighth Cash Flow Statement will be achieved.
4. This Sixth Report should be read in conjunction with the materials filed by the Applicant, including the First Li Affidavit, sworn April 15, 2024, the Supplement to the First Li Affidavit, sworn April 24, 2024, the Second Li Affidavit, sworn July 15, 2024, the Third Li Affidavit, sworn August 15, 2024, the Fourth Li Affidavit, sworn September 9, 2024, the Fifth Li Affidavit, sworn October 21, 2024, the Sixth Li Affidavit, sworn November 12, 2024, the Supplement to the Sixth Li Affidavit, sworn November 18, 2024, the Seventh Li Affidavit, sworn December 9, 2024 and any supplement affidavit(s) filed by the Applicant prior to the upcoming hearings (the “**Li Affidavits**”). Capitalized terms not defined in this Sixth Report have the meanings ascribed to them in the Li Affidavits.

1.3 Currency

1. Unless otherwise noted, all currency references in this Sixth Report are in Canadian dollars.

1.4 Court Materials

1. Court materials filed in these proceedings are made available by KSV on its case website at www.ksvadvisory.com/experience/case/alphabow (the “**Case Website**”).

2.0 Update on the Sale and Investment Solicitation Process (SISP) ¹

1. Since the conclusion of the second phase bid deadline on September 5, 2024 (the “**Phase 2 Bid Deadline**”), the Sales Advisor, the Monitor, and Alphabow have completed a review of the bids received and have continued to negotiate with the Successful Bidders. These negotiations have culminated in completed transactions and executed asset purchase agreements, certain of which are described below and within the fourth report of the Monitor, dated October 29, 2024 (the “**Fourth Report**”) and the Fifth Report. The transactions described below, together with the transactions described in the Fourth and Fifth Report, will result in the full disposition of all of Alphabow’s assets in this CCAA Proceeding.
2. At the time of the Fourth Report, all of the November 4th Transactions had closed except for the sale of certain assets to Resistance which closed on November 25, 2024.
3. The Monitor can confirm the following with respect to the November 21st Transactions:
 - a) Ember – this transaction has closed and the Monitor’s Certificate was filed on November 28, 2024;
 - b) Tykewest – this transaction has closed and the Monitor’s Certificate was filed on November 30, 2024;
 - c) PowerServ – this transaction has closed and the Monitor’s Certificate was filed on December 3, 2024;
 - d) HWN – this transaction has closed and the Monitor’s Certificate was filed on December 9, 2024; and
 - e) Crbon – this transaction is anticipated to close before the end of December (as more fully described within the Fifth Report, the “**Crbon Transaction**”).

¹ Capitalized terms in this section have the meaning provided to them in the SISP, unless otherwise defined herein.

2.1 Corporate Transaction²

1. The Applicants are seeking approval of a sale involving a significant number of assets and assumed environmental liabilities to 071 AB (the “**RVO Transaction**”), with certain assets being transferred by way of an asset sale to an affiliated party, 069 AB. As a result, the RVO Transaction is comprised of several separate transactions:
 - a) the Subscription Agreement; and
 - b) the Related Asset Transactions (defined below).
2. The Monitor understands that 071 AB and 069 AB are affiliated entities with some common shareholders and a common director.

2.1.1 Subscription Agreement

1. The Subscription Agreement requires as a condition an RVO be granted by the Court. A copy of the Subscription Agreement is attached as Exhibit “A” to the Seventh Li Affidavit. A summary of the key terms of the Subscription Agreement are as follows:
 - a) Purchaser: 2628071 Alberta Ltd.
 - b) Purchased Assets: 100 Common Shares subscribed for by the Purchaser and sold by the Company, or such greater or lesser number as will give the Purchaser 100% of the issued Common shares at Closing (the “Purchased Shares”).
 - c) Purchase Price: Aggregate consideration payable by the Purchaser is \$1.00.
 - d) Transferred Assets: Are those assets proposed to be transferred to Creditor Trust through operation of the RVO. A complete list of the Transferred Assets is included in Schedule “B” of the Subscription Agreement and include all cash and bank balances, all accounts receivable, tax refunds, amounts paid as security or collateral, and any and all other assets or interests of the Company other than the Retained Assets. Pursuant to clause 3.5 (c) of the Subscription Agreement, the Purchaser may not designate any of the Oil & Gas Assets, any

² This section provides an overview of the Subscription Agreement. Interested parties are strongly encouraged to read the Subscription Agreement and RVO. Capitalized terms in this section have the meanings provided to them in the Subscription Agreement and RVO.

of the Abandonment and Reclamation Obligations, Environmental Liabilities or for greater certainty any liabilities arising from or in connection to the Permits issued in connection with the Company's Petroleum and Natural Gas Rights or any regulatory orders issued by any Governmental Authority as Transferred Liabilities, Transferred Assets or Transferred Contracts.

- e) Transferred Liabilities: Are those liabilities proposed to be transferred to Creditor Trust through operation of the RVO. Schedule "B" of the Subscription Agreement lists the Transferred Liabilities, unless otherwise designated by the Purchaser as Retained Liabilities.
- f) Retained Assets: The Retained Assets, being those assets proposed to be retained by the Purchaser, are listed in Schedule "B" of the Subscription Agreement.
- g) Retained Liabilities: Schedule "B" of the Subscription Agreement lists the Retained Liabilities, being those liabilities proposed to be retained by the Company, from and after Closing, and more specifically includes all Environmental Liabilities and all liabilities and obligations arising from the Retained Assets, including all Cure Costs.
- h) Retained Contracts: The Retained Contracts include those contracts to be retained by the Company through operation of the RVO and include all Crown surface leases and as otherwise identified as a Retained Contract under the Subscription Agreement.
- i) Adjustments to Schedule "B" by the Purchaser – Any time prior to two (2) days to the hearing date for the RVO, the purchaser may in writing:
 - i. exclude any of the Retained Assets, Retained Liabilities and/or Retained Contracts (excluding environmental obligations) of the Company and designate them as Transferred Assets, Transferred Liabilities and/or Transferred Contracts; and
 - ii. include any of the Transferred Assets; Transferred Liabilities and/or Transferred Contracts and designate them as Retained Assets, Retained Liabilities and/or Retained Contracts.

- j) Representation and Warranties by the Parties: Consistent with the standard terms of an insolvency transaction, the parties are making limited representations and warranties, and the transaction is on an “as is, where is” basis.
- k) Closing Date: Will occur no later than 3 business days from the date on which all conditions set out in article 4 of the Subscription Agreement have been satisfied or waived by the parties.
- l) Material Conditions: The Subscription Agreement includes the following material conditions, amongst other conditions:
 - i. a mutual condition that the RVO shall have been granted and entered by the Court and shall not have been vacated, set aside, or stayed, and all conditions to the effectiveness of the RVO shall have been satisfied or waived in accordance with the terms thereof;
 - ii. a mutual condition that all conditions to the closing of the Related Asset Transactions shall have been satisfied or waived. The Related Asset Transactions are to close concurrently with the Subscription Agreement; and
 - iii. the Company’s condition that all of the other asset sale transactions involving the Company in relation with these CCAA Proceedings shall have closed and all license transfers related to such asset sales shall have been completed.

2.1.2 Proposed Form of the RVO

1. A summary of certain key terms of the RVO are as follows:

Reorganization

- a) The Purchaser shall deliver the Purchase Price to the Applicant and the Purchase Price shall be dealt with in accordance with the closing sequence in the Subscription Agreement;

- b) Alphabow shall, in consideration for the Purchase Price, issue the Purchased Shares to the Purchaser in accordance with the Subscription Agreement, free and clear of and from any Losses and Encumbrances; and
- c) Any of the directors of the Company immediately prior to the Closing shall resign or be deemed to resign pursuant to the RVO and Rick Ironside and Gordon Shmyrko shall be deemed to be appointed as directors of the Company.

Vesting of Assets and Liabilities

- a) All legal and beneficial right, title and interest of the Company in and to the Transferred Assets (which, for certainty, does not include the Purchase Price) shall be transferred to the Creditor Trust and shall vest absolutely and exclusively with the Creditor Trust, and all Encumbrances attached to the Transferred Assets prior to the transfer shall continue to attach to the Transferred Assets following the transfer with the same nature and priority as they had immediately prior to their transfer;
- b) all Losses and Encumbrances, including the Transferred Liabilities, shall be transferred to, assumed by and vest absolutely and exclusively with the Creditor Trust and the Transferred Liabilities shall be novated and become obligations of the Creditor Trust and shall no longer, under any circumstances, be or represent obligations of the Company;
- c) all security registrations against Alphabow shall be forever released and discharged as against Alphabow, and all such security registrations shall attach to the Transferred Assets vested in the Creditor Trust;
- d) the Company shall cease to be the Applicant in the CCAA Proceedings and the Company shall be deemed to be released from the purview of the Amended and Restated Initial Order and all other Orders of this Court granted in relation to the CCAA Proceedings; and
- e) the Creditor Trust shall replace the Company as a Party in these CCAA Proceedings and shall be subject to the terms of all Orders granted in the CCAA Proceedings;

Creditor Trust Matters

- a) The Creditor Trust shall be named the "Alphabow Residual Trust" and shall be administered in accordance with the Creditor Trust Settlement attached as Schedule "B" to the RVO;
- b) the Monitor shall act as Trustee of the Creditor Trust, and shall enjoy the benefits of the indemnity and releases provided by Sections 6.1, 7.1 and 8.1 of the Subscription Agreement, and shall not incur any liability as a result of acting in accordance with the RVO or administering the Creditor Trust; and
- c) furthermore, the administration of the Creditor Trust shall remain subject to the Court's oversight and the CCAA Proceedings;

Releases and Other Protections

- a) From and after the Effective Time, each of the Monitor, the Purchaser (or its nominee), AlphaBow and its current and former directors, officers, employees, contractors, executive team, agents, representatives, and all of their respective advisors, including financial advisors and legal counsel, (the "**Released Parties**") are to be released, remised and forever discharged from any and all rights, actions, causes of action, suits, demands, debts, covenants, or claims of any nature whatsoever, whether contractual, extra-contractual, in law or in equity or otherwise, past, present or future, direct or indirect, whether known or unknown (collectively, the "**Released Claims**") against any of the Released Parties; save and except for any and all Released Claims arising out of or in connection with any fraud, gross negligence or willful misconduct, on the part of the Released Parties, or any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA; and
- b) from and after the Effective Time, all Persons are absolutely and forever barred, estopped, foreclosed and permanently enjoined from pursuing, asserting, exercising, enforcing, issuing or continuing any steps or proceedings, or relying on any rights, remedies, claims or benefits in respect of or against the Monitor, Alphabow, the Purchaser or the Retained Assets, in any way relating to, arising from or in respect of:
 - i. the Transferred Assets;

- ii. any and all Claims, Losses or Encumbrances other than the Retained Liabilities against or relating to the Company, the Transferred Assets or the Retained Assets existing immediately prior to the Effective Time;
- iii. the insolvency of the Company prior to the Effective Time;
- iv. the commencement or existence of the CCAA proceedings; or
- v. the completion of the Corporate Transaction.

2.1.3 Monitor's Recommendations

1. The Monitor has reviewed the proposed releases and is of the view that the scope of the Released Claims is reasonable in the present circumstances for the following reasons:
 - a) the proposed releases are fair and reasonable and are rationally connected to the Corporate Transaction;
 - b) the Released Parties were necessary to the Company's restructuring and contributed materially to the conduct of the SISP, which resulted in the series of transactions documented in this report, the Fourth Report and the Fifth Report;
 - c) as a result of the Released Parties' efforts during these CCAA Proceedings, the Company obtained the highest and best value for its assets. The Monitor understands that if the releases are not granted, there is a risk that the Purchaser will not proceed to closing; and
 - d) the Monitor is unaware of any claims against the Released Parties or their advisors in relation to these CCAA Proceedings. In the Monitor's view, no stakeholder is therefore prejudiced by the granting of the proposed releases.
2. The Monitor supports the Company's request for the RVO approving the Corporate Transaction contemplated in the Subscription Agreement for the following reasons:
 - a) the SISP was reasonable in the circumstances and was conducted in accordance with the SISP Order, which provided for a sale process that allowed the market to be appropriately canvassed and allowed all interested parties time to perform their own due diligence;

- b) the Monitor was involved in the development of the SISP and approved the process leading to the Corporate Transaction;
- c) the SISP included a Sales Advisor experienced in sales of this nature under the supervision of the Monitor;
- d) the SISP procedures were typical of insolvency proceedings involving a two-phase bid deadline;
- e) sufficient effort was made to sell the Company's assets and/or business by way of the SISP by the Company and no party has acted improvidently;
- f) the SISP was conducted efficiently, with integrity, provided sufficient exposure of the Company's assets and business to the marketplace, and the Monitor is of the view that further marketing efforts would not achieve a better result than the Corporate Transaction;
- g) the Corporate Transaction will result in the assumption of significant Environmental Liability obligations amounting to approximately \$150 million, which is in the best interest of the Company's stakeholders, including the Government of Alberta and various regulatory authorities;
- h) the SISP took into account the interests of all stakeholders;
- i) Court approval of the Corporate Transaction is beneficial for all stakeholders, and more beneficial than a disposition of the Company's assets under a bankruptcy, preserve corporate attributes of the Company and preserve certain Surface Rights, Licenses, Mineral Claims and Permits, all of which enhance the value to a purchaser and realizations for creditors and shareholders. Overall, the Corporate Transaction will result in a net-positive outcome for the Company's creditors and other interested parties;
- j) the Monitor does not believe that spending further time and resources marketing the Company's assets and business will result in a superior transaction. The Monitor believes the consideration to be received in the Transaction is fair and reasonable, given the assumption of significant Environmental Liabilities; and

- k) the Monitor is not aware of any objections by the Company's stakeholders with respect to the Corporate Transaction. The Monitor believes that creditors were appropriately consulted in the circumstances.
3. The Monitor, in consultation with its legal counsel, considered the recent guidance provided by the Canadian Courts in the context of other insolvency proceedings that utilized a reverse vesting order to facilitate a transaction. The Monitor understands this Court is responsible for making a determination on the appropriateness of the reverse vesting order structure. In order to assist the Court with its exercise of its discretion in this regard, the Monitor provides the following comments with respect to the guidance provided by the Canadian Courts:

a) *Why is the reverse vesting order necessary in this case?*

The Monitor assumes that the Purchaser utilized the reverse vesting order structure to preserve the Petroleum and Natural Gas Rights, certain Surface Rights, Leases and Permits as outlined in the Subscription Agreement. Additionally, the Monitor understands that the reverse vesting order structure will allow for the preservation of certain tax attributes, including tax loss pools, that are considered valuable by the Purchaser. The Monitor understands that the Company supports an RVO as it ensures all Permits are assumed.

b) *Does the reverse vesting order structure produce an economic result at least as favourable as any other viable process?*

The Monitor believes that a transaction structured as an RVO structure provides the most value to purchasers and therefore the best economic result for the Company and its stakeholders. As noted previously, the reverse vesting order structure allows for the preservation of the Petroleum and Natural Gas Rights, certain Surface Rights, Leases and Permits and other tax attributes for the benefit of the Purchaser.

The SISP process has resulted in a favourable result for the Company's creditors and shareholders, and it is unlikely that another proposed structure would achieve the same result as the Corporate Transaction with respect to the assumption of significant Environmental Liabilities.

- c) *Is any stakeholder worse off under the reverse vesting order structure than they would have been under any other viable alternative?*

The Monitor does not believe any stakeholder is worse off under the reverse vesting order structure. The Company's remaining assets and Environmental Liabilities will be assumed by the Purchaser, satisfying the AER's and OWA's expectation that no Environmental Liabilities are left behind as a result of the CCAA Proceedings. As of the date of this Sixth Report, no stakeholders have expressed concerns to the Monitor regarding the reverse vesting order structure.

- d) *Does the consideration being paid for the debtor's business reflect the importance and value of the licenses and permits (or other intangible assets) being preserved under the reverse vesting order structure?*

The consideration being paid for the Corporate Transaction is appropriate given the Purchaser's assumption of the Company's significant Environmental Liabilities.

4. The Monitor supports the application to approve the RVO contemplated in the Subscription Agreement. There are key benefits to using the reverse vesting order structure which include preservation of the Petroleum and Natural Gas Rights, certain Surface Rights, Leases and Permits and the tax attributes of the Company, and there has been no identified prejudice to the Company's stakeholders. The closing of the Corporate Transaction will provide significant benefit to the creditors, shareholders and other stakeholders. Moreover, the Company does not have sufficient capital to fund an ongoing SISP and protracted CCAA Proceeding should this Court not grant the relevant relief, which is particularly evident from the Company's outstanding accrued professional fees and care and custody costs (detailed below).

2.2 Related Asset Transactions and Other Transactions³

2.2.1 Related Asset Transactions

1. As discussed above, the closing of the Related Asset Transactions is a material condition of the RVO Transaction. The Related Asset Transaction involves the sale

³ Capitalized terms in this section have the meaning provided to them in the Purchase and Sale Agreements unless otherwise defined herein.

of Alhabow's working interest in certain assets and associated licenses to 071 AB and 069 AB pursuant to two purchase agreements dated December 9, 2024 (the "**Related Asset Transactions**"). A summary of the Related Asset Transactions is included in **Appendix "A"**, along with the December 19th Transactions (defined below).

2. The Related Asset Transactions contain a provision in the asset purchase and sale agreement that up to two (2) business days prior to closing, the purchase can reallocate assets or liabilities between the Related Asset Transactions and the RVO Transaction with the written consent of the Monitor. This flexibility is intended to enable adjustments to be made as required based on stakeholder feedback, should any concerns arise.

2.2.2 Other Transactions

1. In addition to the Corporate Transaction and the Related Asset Transactions, the Applicant is seeking approval of certain other transactions pursuant to the following asset purchase and sale agreements:
 - a) A purchase and sale agreement dated November 18, 2024 with North40 (the "**North40 Transaction**");
 - b) A purchase and sale agreement dated November 29, 2024 with PointBreak (the "**PointBreak Transaction**");
 - c) A purchase and sale agreement dated December 9, 2024 with Signalta (the "**Signalta Transaction #1**");
 - d) A purchase and sale agreement dated December 9, 2024 with Signalta (the "**Signalta Transaction #2**", and together with the Signalta Transaction #1, the "**Signalta Transactions**");
 - e) An unsigned purchase and sale agreement dated December 9, 2024 with Bench Creek (the "**Bench Creek Transaction**");
 - f) A purchase and sale agreement dated December 12, 2024 with Rockeast (the "**Rockeast Transaction**"); and
 - g) A purchase and sale agreement dated December 9, 2024 with Warwick (the "**Warwick Transaction**", and together with the North40 Transaction, the

PointBreak Transaction, the Signalta Transactions, the Bench Creek Transaction and the Rockeast Transaction, the “**December 19th Transactions**”).

2. Executed copies of the redacted purchase and sale agreements for each of the Related Asset Transactions and the December 19th Transactions are attached as exhibits to the Sixth Li Affidavit and Seventh Li Affidavit (the “**Purchase and Sale Agreements**”), excluding the Bench Creek Transaction and Rockeast Transaction. Unredacted copies of the Purchase and Sale Agreements are attached as **Confidential Appendices “1” to “9”**.
3. To the extent the Crbon Transaction or any of the December 19th Transactions do not proceed, the assets documented for sale within those transactions will remain with Alphabow and will be remarketed or will ultimately form a part of the Retained Assets as defined above under the Corporate Transaction.
4. The key terms and conditions of the Purchase and Sale Agreements are summarized in **Appendix “A”**.
5. Further specified information on certain of the December 19th Transactions is below:

North40 Transaction Concerns

6. The North40 Transaction was presented for approval before the Court at the Applicant’s application heard on November 21, 2024. As a result of concerns raised by certain stakeholders, approval of the North40 Transaction was adjourned. The Monitor understands the Applicant has since worked diligently to resolve the concerns of these stakeholders.
7. The OWA objected to this approval on November 21, 2024 and requested that approval be sought in conjunction with the sale of all of Alphabow’s assets in order to allow the OWA to confirm that all of Alphabow’s environmental liabilities obligations were being addressed. In the Monitor’s view, all of these obligations will be addressed by completion of the transactions discussed in this Sixth Report.
8. Notwithstanding the Applicant’s efforts to resolve the concerns with the North40 Transaction, certain of these concerns raised by Bearspaw Petroleum Ltd. (“**Bearspaw**”) may not be resolved by the application to be heard on December 19, 2024. As more fully described in the Seventh Li Affidavit, Bearspaw has objected to

the inclusion of the Wayne-Rosedale Glauconitic Unit No. 1 Agreement in the North40 Transaction, until a resolution is reached regarding their claims to petroleum produced from the well identified as 100/07-15-029-20W4/00.

9. As it has done so with the other concerns raised with respect to the North40 Transaction, the Monitor understands the Applicant has continued to work diligently with North40 to resolve Bearspaw's concerns. While the Monitor does not take a position on the legitimacy of Bearspaw's concerns, the Monitor emphasizes that further delays on the approval of the North40 Transaction may have significant consequences to the outcome of the SISP and the ability for the Applicant to complete the other transactions contemplated herein. As more fully described and recommended below, the Monitor is of the view the North40 Transaction in its current form is fair, reasonable, and provides for significant benefit to the Applicant's broader stakeholder group with no prejudice to Bearspaw's position.

Signalta Transactions

10. The sale of the Applicant's assets to Signalta is pursuant to two agreements: one for certain licensed assets and one for non-operated assets (the "**Signalta – Non-Op Transaction**"). Due to the length of time from Signalta submitting its offer to now, there has been a decline in oil and gas prices and an increase in the operational risks associated with certain of the assets contemplated in the Signalta Transactions. As a result, Signalta informed the Applicant it was revising its offer which would include a price reduction on the licensed assets. Despite the price reduction, after consultation with the Sales Advisor and the Applicant, the offer submitted by Signalta for the licensed and non-operating assets contemplated therein remain the highest and best transactions available to the Applicant for those assets. The Signalta – Non-Op Transaction also includes an un-wind clause in the event certain post-closing conditions are not met. These clauses, referenced as 2.5 (c) and (d) have been redacted in the publicly available Purchase and Sale Agreement but are unredacted in **Confidential Appendix "8" and "9"**.

Rockeast Transaction

11. Prior to the Phase 2 Bid Deadline, Rockeast submitted a bid for the purchase of certain of Alphabow's assets in the Green Glades area (the "**Green Glades Assets**"). Following the selection of their bid as the Successful Bid for the Green Glades Assets,

several Green Glades Assets were vandalized and stolen. As a result, on October 18, 2024 Rockeast submitted a revised bid which lowered the purchase price. As a result of the revised bid, the Monitor, in consultation with the Sale Advisor and the Applicant, undertook an abbreviated sale process for the Green Glades Assets to determine if a superior bid could be obtained.

12. On November 27, 2024, the Applicant received a bid on certain of the Green Glades Assets from Wuhan Green Energy Natural Gas Transportation Group, which the Applicant selected to use as a 'stalking horse' bid (which did not include a stalking horse fee). The Sales Agent used this stalking horse bid to approach Rockeast and the next most favourable bid to seek a bid superior to the stalking horse bid. A third and final bid was then subsequently received from Rockeast, which was ultimately selected as the Successful Bid for the Green Glades Assets.
13. The Monitor is of the view the abbreviated sale process was fair and reasonable, as:
 - a) the submission of a revised bid by Rockeast effectively reopened the bidding for the Green Glades Assets;
 - b) two of the highest bidding parties were afforded the opportunity to participate in the extended process; and
 - c) the extended process resulted in a superior transaction for the benefit of the Applicant and its stakeholders.
14. For the reasons outlined above, and as more fully detailed below, the Monitor is supportive of the Rockeast Transaction.

Bench Creek Transaction

15. The Applicant and Bench Creek are currently negotiating revised terms of the Bench Creek Transaction which may result in revisions to the assets included in the transaction, after the date of filing of this Sixth Report. If an agreement is reached between the Applicant and Bench Creek, the Applicant or the Monitor will provide further information on the Bench Creek Transaction to this Court. If no agreement is reached, the assets will either be remarketed or remain with AlphaBow as part of the Subscription Agreement.

2.2.3 Monitor's Recommendation on the Purchase and Sale Agreements

1. In determining its recommendation to this Court for the December 19th Transactions and the Related Asset Transactions, the Monitor considered whether each of the December 19th Transactions and the Related Asset Transactions met the factors prescribed by s. 36(3) of the CCAA and the "Soundair" principles established by this Court from *Royal Bank of Canada v. Soundair Corp. (1991), 4 O.R. (3d) 1 (CA), at para. 16*. The factors of s.36(3), and the Monitor's responding comments, are listed below:

a) *Whether the process leading to the proposed sale or disposition was reasonable in the circumstance.*

The assets included in the December 19th Transactions and the Related Asset Transactions were actively marketed as part of the SISP. The purchasers involved with the December 19th Transactions and the Related Asset Transactions submitted the highest and best offers for the purchased assets prior to the Phase 2 Bid Deadline.

b) *Whether the Monitor approved the process leading to the proposed sale or disposition.*

The Court approved the SISP, which was recommended by the Monitor. The proposed sales have been advanced in consultation with the Sales Advisor.

c) *Whether the monitor filed with the court a report stating that in their opinion the sale or disposition would be more beneficial to the creditors than a sale or disposition under a bankruptcy.*

This Sixth Report reflects the Monitor's views of the December 19th Transactions and the Related Asset Transactions. The Monitor supports the December 19th Transactions and the Related Asset Transactions as their structure is practical, cost-effective, and consistent with other similar transactions, while providing economic benefit to the Applicant's CCAA Proceeding and, thereby, its stakeholders. Furthermore, the successful closing of the December 19th Transactions and the Related Asset Transactions is a key condition of the Corporate Transaction, which the Monitor further supports for reasons outlined above.

- d) *The extent to which the creditors were consulted.*

The December 19th Transactions and the Related Asset Transactions resulted from the Court approved SISP. There is no indication that the process leading to the December 19th Transactions and the Related Asset Transactions was unfair and, aside from the possible objections identified above, the Monitor is not aware of any creditor objections as of the time this Sixth Report has been published.

- e) *The effects of the proposed sale or disposition on the creditors and other interested parties.*

If successful, the December 19th Transactions and the Related Asset Transactions will provide proceeds to assist in funding the conclusion of the CCAA Proceeding, which will benefit all stakeholders.

- f) *Whether the consideration to be received for the assets is reasonable and fair, taking into account their market value.*

As mentioned above, the December 19th Transactions and the Related Asset Transactions resulted from the Court approved SISP, which tested the broader market and remains the highest and best transaction value for the assets.

2. Based on the foregoing, the Monitor recommends this Court approve the December 19th Transactions and the Related Asset Transactions.

3.0 Update on the Claims Process⁴

1. Since the Claims Process Order was pronounced, the Monitor has worked diligently to conduct the Claims Process in accordance with the timelines set out therein, and more particularly described in the Monitor's Third Report.
2. To date, the Monitor has received 657 Proofs of Claims, of which 26 were received following the Claims Bar Date. The Company, with the Monitor's assistance, has continued to review the Proofs of Claims received. Given the amount of claims received, the Monitor has focused its efforts with respect to the Claims Process on

⁴ Capitalized terms in this section have the meaning provided to them in the Claims Process Order unless otherwise defined herein.

those parties that submitted a Proof of Claim that included cure costs related to the Corporate Transaction, the Related Asset Transactions and the December 19th Transactions. The Monitor will update this Court with further information on the Claims Process at a future application.

4.0 Other matters

4.1 Company's Request for a Stay Extension

1. The Applicant is seeking an extension of the stay of proceedings from December 31, 2024 to February 14, 2025. The Monitor supports the extension request for the following reasons:
 - a) the Applicant is acting in good faith and with due diligence;
 - b) the extension will provide additional time to the Applicant to perform critical activities, including: (i) completing the Claims Process; and (ii) closing the Corporate Transaction, the Related Asset Transactions and the December 19th Transactions; and
 - c) the extension should not adversely affect or prejudice any group of creditors as the Applicant is projected to have sufficient funding to pay post-filing services and suppliers in the amounts contemplated by the Eighth Cash Flow Forecast.

4.2 Sealing

1. The Applicant is requesting a sealing order (the "**Sealing Order**") in respect of the unredacted Purchase and Sale Agreements (the "**Confidential Documents**"). The Monitor believes it is appropriate to seal the Confidential Documents, as the sealing of the Confidential Documents will ensure that the integrity of the SISP is maintained and that there is minimal impact on any bidder in the SISP through to its conclusion and the closing of the Corporate Transaction, the Related Asset Transactions and the December 19th Transactions.
2. Based on the foregoing, the Monitor does not believe that any stakeholder will be prejudiced if the information in the Confidential Documents is sealed.
3. The Sealing Order permits any party to vacate or vary the terms of the Sealing Order on at least seven days' notice to the Monitor and any affected party.

4.3 Activities of the Monitor

1. Since the Fifth Report, the Monitor has performed the following key activities:
 - a) reviewed the Purchase and Sale Agreements and the Subscription Agreement entered into between Alphabow and the aforementioned parties;
 - b) conducted activities as directed by the Claims Process Order and assisting with the review of received Proofs of Claims;
 - c) assisted both the Company, Bennett Jones and the Sales Advisor in negotiations with purchasers and finalizing transactions;
 - d) attended a presentation by 071 AB and 069 AB on its business plan for the purchased assets;
 - e) addressed various questions raised by creditors during the Claims Process;
 - f) monitored the Company's performance against the Seventh Cash Flow Statement;
 - g) assisted the Company in preparing the Eighth Cash Flow Statement;
 - h) maintained the Case Website; and
 - i) prepared this Sixth Report.

4.4 Activities of the Company

1. Since the Fifth Report, the Company has continued to perform the following key activities:
 - a) responded to inquiries from stakeholders;
 - b) corresponded with Bennett Jones and the Monitor;
 - c) continued discussions with CNRL with respect to disagreements over various interests in assets;
 - d) consulted with key stakeholders such as the AER and OWA with respect to the Corporate Transaction, the Related Assets Transaction, and the December 19th Transactions;

- e) reported the Company's performance against the Seventh Cash Flow Statement;
- f) worked with the Monitor in preparing the Eighth Cash Flow Statement;
- g) with assistance from Bennett Jones, negotiated and entered into the Subscription Agreement and the Purchase and Sale Agreements;
- h) attended ongoing meetings with the Monitor, Cassels and Bennett Jones to discuss the SISP and the Claims Process; and
- i) worked with its legal counsel and the Monitor to prepare materials for the applications to be heard on December 19, 2024.

5.0 Cash Flow Statement

1. At the time of the Fifth Report, the Applicant, with assistance from the Monitor, prepared the Seventh Cash Flow Statement for the period November 18, 2024, to January 5, 2024. The Seventh Cash Flow Statement and the Applicant's statutory report pursuant to section 10(20)(b) of the CCAA is attached hereto as **Appendix "B"**.

5.1 Performance Against the Seventh Cash Flow Statement

1. The Monitor has continued to review and evaluate the state of the Applicant's business and financial affairs since the Fifth Report.
2. A review process was established with the Company to review weekly cash variances. A comparison of the Applicant's actual receipts and disbursements to the Seventh Cash Flow Statement for the period from November 18, 2024 to December 10, 2024 (the "**Post Filing Reporting Period**") is as follows:

Post Filing Reporting Period (\$CAD)	Actual	Seventh Cash Flow Statements	Favourable / (Unfavourable) Variance
Opening Cash balance	111,820	111,820	-
Receipts	979,971	37,000	942,971
Operating Disbursements	(91,708)	(58,000)	(33,708)
Net Cash Flow from Operations	888,263	(21,000)	909,263
Non-operating disbursements	(220,760)	(75,000)	(145,760)
Net Cash Flow	667,503	(96,000)	
Closing cash balance	779,323	15,820	

Monitor's Comments

1. For the Post Filing Reporting Period, the Company's actual cash receipts were higher than forecasted as a result of the Company closing on certain of the November 21st Transactions sooner than forecasted (timing for which is discussed above). Operating disbursements were higher than the forecast primarily due to: (i) higher contractor expenses associated with the activities conducted for the Claims Process; and (ii) expenses incurred to maintain software access to assist in negotiating the Purchase and Sale Agreements. Non-operating disbursements were higher in the Post Filing Report Period due to timing of professional fees.
2. The Applicant has remained current in respect of its obligations that have arisen since the Filing Date except for amounts it intends to cure at the conclusion of the SISF, including: (i) amounts owed to the Orphan Well Association for care and custody activities; (ii) certain post-filing amounts that include property tax, mineral and surface lease costs and other accruing costs; and (iii) amounts due to Bennett Jones in the approximate amount of \$600,000. While not included in the Eighth Cash Flow Statement for purposes of the Sealing Order, the Company expects it will be in a position to cure all amounts owing post-filing if the Corporate Transaction, the Related Assets Transactions and the December 19th Transactions successfully close.

5.2 The Eighth Cash Flow Statement

1. The Applicant prepared the Eighth Cash Flow Statement, which is largely consistent with the Eighth Cash Flow Statement except for the period covered and revisions on the timing of certain payments.

2. The Eighth Cash Flow Statement and the Applicant's statutory report on the cash flow pursuant to Section 10(2)(b) of the CCAA is attached as **Appendix "C"**.
3. The Eighth Cash Flow Statement reflects that the Applicant has sufficient liquidity for the duration of the Stay Period based on the listed assumptions.
4. Based on the Monitor's review of the Eighth Cash Flow Statement, the assumptions contained therein appear reasonable. The Monitor's statutory report on the Eighth Cash Flow Statement is attached as **Appendix "D"**.

6.0 Conclusion and Recommendation

1. Based on the foregoing, the Monitor respectfully recommends that this Honourable Court grant the relief sought by the Applicant with respect to the approval of the Corporate Transaction, the Related Asset Transactions, the December 19th Transactions, the Stay Extension and the Sealing Order.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.,
in its capacity as Monitor of
AlphaBow Energy Ltd.
and not in its personal capacity**

Appendix “A”

	Signalta Transaction #1	Signalta Transaction #2	Warwick Transaction	Rockeast Transaction	071 AB Transaction	069 AB Transaction	Bench Creek Transaction (unsigned)	PointBreak Transaction	North40 Transaction
Seller	Alphabow Energy Ltd.								
Buyer	Signalta Resources Limited	Signalta Resources Limited	Warwick Gas Storage Ltd.	Rookeast Energy Corp.	2628071 Alberta Ltd.	2628069 Alberta Ltd.	Bench Creek Resources Inc.	PointBreak Resources Inc.	North 40 Resources Ltd.
Assets	Alphabow's licensed working interest in Well 10-06-037-25W4 and Alphabow's royalty interest in 13-15-060-16W5 and 11-21-060-16W5	Alphabow's non-operating interest in wells 06-16-030-11W4 and 08-16-030-11W4	Various lands, pipelines and mineral properties detailed in Schedule A	Various land and mineral properties detailed in Schedule A	Various mineral properties, well assets, facilities, pipelines, and agreements more extensively detailed in Schedule A		Various land and mineral properties detailed in Schedule A	Crown Leases 0401080457 and 0401040148; Working interest in PNG rights to 04-18-051-07W4 and 09-28-050-10W4	Approximately 108 wells and facilities with associated pipelines
Assumed Liabilities	All liabilities and obligations arising from the possession, ownership and/or use of the Assets following Closing, including Environmental Liabilities, Abandonment and Reclamation Obligations and Cure Costs						All liabilities and obligations arising from the possession, ownership and/or use of the Assets following Closing, including Environmental Liabilities, Abandonment and Reclamation Obligations and Cure Costs, but excluding the Excluded Liabilities	All liabilities and obligations arising from the possession, ownership and/or use of the Assets following Closing, including Environmental Liabilities, Abandonment and Reclamation Obligations and Cure Costs (including for greater certainty any municipal or property taxes that accrue commencing on the Closing Date), and Cure Costs	All liabilities and obligations arising from the possession, ownership and/or use of the Assets following Closing, including Environmental Liabilities, Abandonment and Reclamation Obligations and Cure Costs. If prior to Closing, the Cure Costs are adjusted by greater than \$750,000, the purchase price shall be reduced by the amount exceeding \$750,000. An option to terminate the transaction exists if the purchase price is reduced below an acceptable threshold.
Representations and Warranties	Consistent with the terms of a standard insolvency transaction (i.e., on an "as is, where is" basis, with limited representations and warranties)								
Material Conditions	Includes, among other things, the Court's granting of the Approval and Vesting Order		Includes, among other things, the Court's granting of the Approval and Vesting Order and the amount of the Cure Costs shall not exceed \$50,000	Includes, among other things, the Court's granting of the Approval and Vesting Order and the amount of the Cure Costs shall not exceed \$6,000,000	Includes, among other things, the Court's granting of the Approval and Vesting Order and the satisfaction of the conditions of the Related Transactions		Includes, among other things, the Court's granting of the Approval and Vesting Order and the amount of the Cure Costs shall not exceed \$100,000	Includes, among other things, the Court's granting of the Approval and Vesting Order	
Outside Date	90 Days following the execution date of the purchase and sale agreement				180 Days following the execution date of the purchase and sale agreement		90 Days following the execution date of the purchase and sale agreement		
Closing	5 Business Days following satisfaction of all material conditions								

Appendix “B”

AlphaBow Energy Ltd.

Cash Flow Forecast

November 18, 2024 to January 5, 2025

(Unaudited; C\$000s)

	Note	Period ending							Total
		24-Nov-24	01-Dec-24	08-Dec-24	15-Dec-24	22-Dec-24	29-Dec-24	05-Jan-25	
Receipts	1								
Collection of Accounts Receivable	2	-	17	-	-	-	17	-	34
Asset sales	3	-	20	-	-	-	1,000	-	1,020
Total Receipts		-	37	-	-	-	1,017	-	1,054
Disbursements									
Care and Custody Costs	4	-	-	-	-	-	504	-	504
Contractors	5	-	55	-	-	-	45	-	100
Rent	6	-	3	-	-	-	3	-	6
Total Operating disbursements		-	58	-	-	-	552	-	610
Net Cash Flow before the Undemoted		-	(21)	-	-	-	465	-	444
Professional Fees	7	-	75	-	-	-	400	-	475
Net Cash Flow		-	(96)	-	-	-	65	-	(31)
Opening Cash balance	8	112	112	16	16	16	16	81	112
Net Cash Flow		-	(96)	-	-	-	65	-	(31)
Closing cash balance		112	16	16	16	16	81	81	81

The above financial projections are based on management's assumptions detailed in Appendix "1-1".

The note references correspond to the assumption numbers shown in Appendix "1-1".

AlphaBow Energy Ltd.

Notes to Projected Statement of Cash Flows

November 18, 2024 to January 5, 2025

Purpose and General Assumptions

1. The purpose of the projection is to present a forecast of the cash flow of AlphaBow Energy Ltd. (the "Applicant") for the period November 18, 2024 to January 5, 2025 (the "Period").

Hypothetical

2. Cash collections include funds received from monthly collection of revenues earned by Alphabow's non-operating working interest partners. Crown royalty and excise taxes refunds are currently owed and undocumented in the cash flow as timing and collectability is uncertain.
3. Asset sales reflect the sale proceeds from certain asset sales identified during the SISF. For purposes of the sealing order, the full transaction value is not disclosed in this cash flow.

Most Probable

4. The cash flow assumes payments made to the Orphan Well Association for post-filing care and custody costs will be paid subsequent to further asset sales. As of the date of this cash flow, the post-filing amounts owed to the Orphan Well Association amounts to approximately \$500,000.
5. Contractor costs incurred monthly for the Applicant's personnel.
6. Rent reflects monthly occupancy for a leased space.
7. Includes the estimated payments to the Applicant's legal counsel, the Monitor, and the Monitor's legal counsel.
8. Opening cash reflected as of November 17, 2024.

IN THE COURT OF KING'S BENCH OF ALBERTA

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

AND IN THE MATTER OF ALPHABOW ENERGY LTD.

**MANAGEMENT'S REPORT ON THE SEVENTH CASH FLOW
STATEMENT (paragraph 23(1)(b) of the CCAA)**

The management of Alhabow Energy Ltd. (the "**Applicant**") has developed the assumptions and prepared the attached statement of projected cash flow as of the 18th day of November, 2024 for the period November 18, 2024 to January 5, 2025 ("**Seventh Cash Flow Statement**"). All such assumptions are disclosed in the notes to the Seventh Cash Flow Statement.

The hypothetical assumptions are suitably supported and consistent with the purpose of the Seventh Cash Flow Statement as described in Note 1 to the Seventh Cash Flow Statement, and the probable assumptions are suitably supported and consistent with the plans of the Applicant and provide a reasonable basis for the Seventh Cash Flow Statement.

Since the Seventh Cash Flow Statement is based on assumptions regarding future events, actual results will vary from the information presented and the variations may be material.

The Seventh Cash Flow Statement has been prepared solely for the purpose outlined in Note 1 using a set of probable assumptions set out therein. Consequently, readers are cautioned that the Seventh Cash Flow Statement may not be appropriate for other purposes.

Dated at Calgary, AB this 18th day of November, 2024.

ALPHABOW ENERGY LTD.



Per: Ben Li

Appendix “C”

AlphaBow Energy Ltd.

Cash Flow Forecast

December 11, 2024 to February 16, 2025

(Unaudited; C\$000s)

	Note	Period ending										Total
		15-Dec-24	22-Dec-24	29-Dec-24	05-Jan-25	12-Jan-25	19-Jan-25	26-Jan-25	02-Feb-25	09-Feb-25	16-Feb-25	
Receipts	1											
Asset sales	2	-	176	-	-	-	-	-	1,100	-	-	1,276
Total Receipts		-	176	-	-	-	-	-	1,100	-	-	1,276
Disbursements												
Care and Custody Costs	3	-	-	-	200	-	-	-	500	-	-	700
Contractors	4	-	-	-	60	-	-	-	60	-	-	120
Rent	5	-	-	-	3	-	-	-	3	-	-	6
Total Operating disbursements		-	-	-	263	-	-	-	563	-	-	826
Net Cash Flow before the Undernoted		-	176	-	(263)	-	-	-	537	-	-	450
Sales Advisor Fees	6	-	-	-	-	-	-	-	275	-	-	275
Professional Fees	7	-	495	-	100	-	-	-	300	-	-	895
Net Cash Flow		-	(319)	-	(363)	-	-	-	(38)	-	-	(720)
Opening Cash balance	8	779	779	460	460	97	97	97	97	59	59	779
Net Cash Flow		-	(319)	-	(363)	-	-	-	(38)	-	-	(720)
Closing cash balance		779	460	460	97	97	97	97	59	59	59	59

The above financial projections are based on management's assumptions detailed in Appendix "1-1".

The note references correspond to the assumption numbers shown in Appendix "1-1".

AlphaBow Energy Ltd.

Notes to Projected Statement of Cash Flows

December 11, 2024 to February 16, 2025

Purpose and General Assumptions

1. The purpose of the projection is to present a forecast of the cash flow of AlphaBow Energy Ltd. (the "Applicant") for the period December 11 to February 16, 2025 (the "Period").

Hypothetical

2. Asset sales reflect the sale proceeds from certain asset sales identified during the SISP. For purposes of the sealing order, the full transaction value is not disclosed in this cash flow.

Most Probable

3. The cash flow assumes payments made to the Orphan Well Association for post-filing care and custody costs will be paid following closing of the transaction contemplated within the Monitor's fourth, fifth, and sixth report. As of the date of this cash flow, the post-filing amounts owed to the Orphan Well Association are estimated to amount to approximately \$700,000.
4. Contractor costs incurred monthly for the Applicant's personnel.
5. Rent reflects monthly occupancy for a leased space.
6. Reflects estimated fees to be paid to the Sales Advisors.
7. Includes the estimated payments to the Applicant's legal counsel, the Monitor, and the Monitor's legal counsel.
8. Opening cash reflected as of December 10, 2024.

IN THE COURT OF KING'S BENCH OF ALBERTA

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

AND IN THE MATTER OF ALPHABOW ENERGY LTD.

**MANAGEMENT'S REPORT ON THE EIGHTH CASH FLOW
STATEMENT (paragraph 23(1)(b) of the CCAA)**

The management of Alhabow Energy Ltd. (the "**Applicant**") has developed the assumptions and prepared the attached statement of projected cash flow as of the 12th day of December, 2024 for the period December 11, 2024 to February 16, 2025 ("**Eighth Cash Flow Statement**"). All such assumptions are disclosed in the notes to the Eighth Cash Flow Statement.

The hypothetical assumptions are suitably supported and consistent with the purpose of the Eighth Cash Flow Statement as described in Note 1 to the Eighth Cash Flow Statement, and the probable assumptions are suitably supported and consistent with the plans of the Applicant and provide a reasonable basis for the Eighth Cash Flow Statement.

Since the Eighth Cash Flow Statement is based on assumptions regarding future events, actual results will vary from the information presented and the variations may be material.

The Eighth Cash Flow Statement has been prepared solely for the purpose outlined in Note 1 using a set of probable assumptions set out therein. Consequently, readers are cautioned that the Eighth Cash Flow Statement may not be appropriate for other purposes.

Dated at Calgary, AB this 12th day of December, 2024.

ALPHABOW ENERGY LTD.

songsong Li

Per: Ben Li

Appendix “D”

IN THE COURT OF THE KING'S BENCH OF ALBERTA

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

AND IN THE MATTER OF ALPHABOW ENERGY LTD.

**MONITOR'S REPORT ON THE EIGHTH CASH FLOW
STATEMENT (paragraph 23(1)(b) of the CCAA)**

The attached statement of projected cash flow of Alhabow Energy Ltd. (the "**Applicant**") as of the 12th day December, 2024, consisting of a weekly projected Eighth cash flow statement for the period December 11, 2024 to February 16, 2025 (the "**Eighth Cash Flow Statement**") has been prepared by the management of the Applicant for the purpose described in Note 1, using probable and hypothetical assumptions set out in the notes to the Eighth Cash Flow Statement.

Our review consisted of inquiries, analytical procedures and discussions related to information supplied by the management of the Applicant. We have reviewed the support provided by management for the probable and hypothetical assumptions and the preparation and presentation of the Eighth Cash Flow Statement.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects:

- a) the hypothetical assumptions are not consistent with the purpose of the Eighth Cash Flow Statement;
- b) as at the date of this report, the probable assumptions developed by management are not suitably supported and consistent with the plans of the Applicant or do not provide a reasonable basis for the Eighth Cash Flow Statement, given the hypothetical assumptions; or
- c) the Eighth Cash Flow Statement does not reflect the probable and hypothetical assumptions.

Since the Eighth Cash Flow Statement is based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material. Accordingly, we express no assurance as to whether the Eighth Cash Flow Statement will be achieved. We express no opinion or other form of assurance with respect to the accuracy of any financial information presented in this report, or relied upon in preparing this report.

The Eighth Cash Flow Statement has been prepared solely for the purpose described in Note 1 and readers are cautioned that it may not be appropriate for other purposes.

Dated at Calgary, AB this 12th day of December, 2024.

KSV Restructuring Inc.

KSV RESTRUCTURING INC.,
solely in its capacity as the proposed monitor of
Alphabow Energy Ltd.