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CALGARY

IN THE MATTER OF THE COMPANIES'

CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.

C-36, as amended

AND IN THE MATTER OF A PLAN OF 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

AFFIDAVIT OF BEN LI

Sworn on April 15, 2024

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

Unless otherwise indicated, monetary references in this affidavit are references to Canadian dollars.

I. RELIEF SOUGHT

- 3. This affidavit is sworn in support of two applications, an originating application for an initial order (the "Initial Order") pursuant to the *Companies' Creditor Arrangement Act*, RSC 1985, c C-36, as amended (the "CCAA"), and an application for an amended and restated Initial Order ("ARIO") granting, among other things, the following relief:
 - (a) declaring that the Applicant is a company to which the CCAA applies;
 - (b) withdrawing and terminating the proposal proceedings under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**NOI Proceedings**");
 - (c) authorizing the Applicant to carry on business in a manner consistent with the preservation of its business and property;
 - (d) authorizing the Applicant to pay the reasonable expenses incurred by the Applicant in preparing for these proceedings, including certain fees and disbursements incurred prior to the date of the Initial Order by the professionals and advisors retained by AlphaBow which are estimated to be around \$140,000, including:
 - i. Various advisors and consultants \$40,000; and
 - ii. AlphaBow's legal counsel \$100,000.

AlphaBow believes that the payment of these amounts are reasonable and necessary to allow the Applicant to advance restructuring efforts for the benefit of its stakeholders;

- (e) staying all proceedings, rights and remedies against or in respect of the Applicant or its business or property, or the Proposed Monitor (as defined below), except as otherwise set forth in the Initial Order;
- (f) appointing KSV Restructuring Inc. as the monitor (the "Proposed Monitor") of the Applicant in these proceedings;

- (g) authorizing the Applicant to pay the reasonable fees and disbursement of the Proposed Monitor, the Proposed Monitor's legal counsel, and the Applicant's legal counsel;
- (h) granting an Administration Charge on the property of AlphaBow;
- (i) providing for a comeback hearing in respect of the relief granted under the Initial Order on April 26, 2024, which is the only time my counsel advises there is current Court availability;
- (j) approving AlphaBow's sales and investment solicitation process (the "SISP"), and authorizing, empowering, and directing the Proposed Monitor and the Sales Advisor (as defined below), to carry out the SISP in consultation with AlphaBow, in accordance with its terms, and to perform their respective obligations thereunder;
- (k) authorizing the sale of certain non-operated working interests;
- (l) granting a sealing order; and
- (m) such further and other relief as may be sought by AlphaBow and granted by this Honourable Court.
- 4. For the reasons set out herein, I verily believe that AlphaBow is insolvent, with debts over \$5 million, and is a company to which the CCAA applies.

II. Background of AlphaBow

- AlphaBow is a corporation registered pursuant to the laws of Alberta and headquartered in Calgary, Alberta. Attached hereto and marked as Exhibit "A" is a copy of an Alberta corporate registry search respecting AlphaBow.
- 6. AlphaBow's cash management system consists of two bank accounts located in Calgary, Alberta. The Bank of Montreal account is the primary operating account for AlphaBow. AlphaBow also has an account through CIBC. Following the commencement of the NOI Proceedings, counsel for AlphaBow contacted both banks for the release of these accounts.

- 7. AlphaBow was incorporated in 2016 and borne out of the acquisition of assets from Omers Resources Limited, Pengrowth Corp., Husky Energy and Glencoe Resources Ltd. (in part by way of a regulator-directed transfer to keep the Glencoe assets from being transferred to the Orphan Well Association ("OWA")). As a result of these transactions, which were approved by the Alberta Energy Regulator ("AER"), AlphaBow assumed a significant number of inactive wells (over 60%).
- 8. AlphaBow is the licensee of 3,785 wells, 4,038 pipelines, and 321 facilities across Alberta (the "Licensed Assets").
- 9. Prior to the AER's issuance of certain orders in 2023 (as discussed below), AlphaBow had approximately 60 employees and a number of consultants. As a result of the suspension of AlphaBow's sites pursuant to the AER's order, AlphaBow had to reduce its staff to six contractors and five consultants. However, AlphaBow remains in contact with a number of its former employees who have indicated a desire to return to work for AlphaBow or its successor should its restructuring process be successful.

III. Overview of Financial Difficulties

- 10. In 2018, AlphaBow brought in a new management team which drilled new oil wells in the Provost and Chigwell areas. By the end of 2019, AlphaBow's gross revenues exceeded \$75 million and AlphaBow was conducting a significant amount of closure work.
- 11. The COVID-19 pandemic resulted in significant setbacks for the company: it needed to shut in certain of its sites, deferred further drilling and incurred significant interest payments as a result of drilling arrangements it had entered into.
- 12. As a result, AlphaBow came out of the pandemic with significant arrears and shortly thereafter the AER introduced its new liability management regime which required substantial expenditures on closure.
- 13. To address the challenges facing AlphaBow because of growing payables during COVID-19 and significant inactive well inventory, I was brought in as Chief Executive Officer on April 13, 2022. I did not have oil and gas experience, but was brought in because of my restructuring

experience as a commercial loan manager for the largest bank in China. During my brief tenure at AlphaBow, I took steps to review AlphaBow's inactive well inventory, develop further closure plans, took steps to decrease outstanding account receivables and negotiate arrangements with various stakeholders to address historic issues. No funds were paid to shareholders during my tenure as we prioritized our limited resources on our environmental obligations.

- 14. Between 2020 and March 2023, AlphaBow abandoned 721 wells and sold 234 sites reducing its well count and associated liability by 33.5%.
- 15. In 2022, AlphaBow met its 2022 mandatory spend of \$5.01 million and completed its deferred 2021 Area Based Closure commitment to the AER of \$3.8 million.
- 16. Over the past five years, AlphaBow has paid:
 - (a) \$32.9 million in royalties (including freehold);
 - (b) \$9.3 million on property taxes;
 - (c) \$24.3 million on surface lease and access payments;
 - (d) \$87.9 million on staff and trade payables; and
 - (e) managed the abandonment of 44 wells where the licensee was insolvent that would otherwise be the responsibility of the OWA.
- 17. Despite this, AlphaBow still owed significant payables and other obligations. In July 2022, the AER issued an Order against AlphaBow restricting its ability to obtain additional well and facility licenses and declaring that AlphaBow posed an unreasonable risk in terms of its ability to meet its regulatory obligations (the "July Order").
- 18. In 2023, the AER commenced further regulatory action against AlphaBow. The AER issued a Reasonable Care and Measures Order on March 30, 2023, directing AlphaBow to amongst other things post \$15,374,050 (the "Security") in security (the "March Order") and ordered AlphaBow to suspend operations of its Licensed Assets pursuant to a Suspension Order issued

on June 5, 2023 (the "Suspension Order", collectively, with the July Order and the March Order, the "AER Orders"). As a result, AlphaBow was shut-in from production which significantly restricted AlphaBow's cash flows.

A. The AER Orders

- 19. The AER Orders exacerbated the challenges experienced by AlphaBow through making it difficult for AlphaBow to retain staff, find third parties willing to work with AlphaBow and obtain new investments to assist it in addressing its obligations.
- 20. AlphaBow had a number of concerns with the Orders issued by the AER as the restriction on AlphaBow's license eligibility prohibited AlphaBow from seeking to hold new licenses even where doing so would actually improve AlphaBow's ability to meet its obligations and generate value, impeding AlphaBow's ability to obtain additional investment or financing.
- 21. The March Order required the payment of the Security, which not only could AlphaBow not afford to pay but would require AlphaBow to divert funds from operations and creditors, with no clear path to having the funds refunded.
- 22. The March Order was issued in part based on a finding that AlphaBow's compliance was decreasing. AlphaBow disagreed with this finding, noting that the AER had conducted multiple inspections on the same day at the same sites, issuing multiple non-compliances for the same issues.
- 23. The AER's own Liability Compliance Assessment ("LCA") for Operations the metric used to evaluate "a licensee's commitment to safe and responsible operations [...] measured in terms of regulatory compliance and responsiveness to addressing non-compliance" shows that AlphaBow is safer, more responsible, and more responsive than 66% of their peers, and rated AlphaBow as Tier 2. Further, the Licensee Incident History Record Report showed AlphaBow was better than industry average for everything but pipelines which was still competitive across all operators, of any size not only AlphaBow's peer group. Attached at Exhibit "B" is the LCA. It is important to note that the cross-over ratio within the LCA, which is intended to assess the point in time which the environmental liabilities will exceed the production, does

- not account for carbon capture assets nor is it based on accurate reserve information. Further, the LCA does not account for AlphaBow's updated closure numbers.
- 24. AlphaBow challenged the basis for the Orders and sought a relaxation of the request for audited financial statements which it viewed as an unnecessary added expense and proposed as an alternative to the posting of security. AlphaBow proposed to complete additional closure work over a three-year period such that 10% of its inactive liability would be abandoned and reclaimed. This was rejected by the AER who in turn directed the shut-in of AlphaBow's operations in June 2023, which resulted in AlphaBow having to expend its limited funds on laying off staff and the shut-in of its sites. While in the process of completing shut-in of its sites, on September 6, 2023, the AER transferred care and custody of AlphaBow's sites to the OWA in September.
- 25. AlphaBow sought regulatory appeals of the AER's March Order and Suspension Order (the "Orders"). The AER granted the request and the regulatory appeal hearing was heard during the last week of November 2023. The AER rendered its decision in February 2024 upholding the issuance of the Orders as reasonable.
- 26. Following the hearing, AlphaBow had a better understanding of the AER's reasoning and concerns. Shortly after the hearing, AlphaBow reached out to the AER in an attempt to resolve those concerns and obtain certain concessions in respect of the Orders. AlphaBow worked with staff at the AER on preparing a proposal which it further refined based on feedback and presented to the AER decision maker on March 5, 2024.
- 27. It became apparent that no arrangement could be reached with the AER because it continued to insist that the Security be posted in one year and that AlphaBow complete its 2023 and 2024 closure spends this year. Given the suspension of its operations, the costs that would be required to resume and outstanding obligations to creditors, the AER's requirements could not be satisfied. It became apparent that the AER was not prepared to reconsider the matter as the OWA, a statutory delegate of the AER, sought to bring an application for the appointment of a Receiver over AlphaBow.

IV. ASSETS AND LIABILITIES

28. A copy of AlphaBow's unaudited financial statements for the year ending 2022 are attached as **Exhibit "C"** to this Affidavit.

A. Assets

- 29. As at December 31, 2022, the date of AlphaBow's most recent unaudited financial statements, AlphaBow had total assets with a book value of approximately \$123.984 million. This amount included property, plant and equipment in the amount of \$85.718 million, account receivables in the amount of \$34.203 million, cash in the amount of \$3.566 million, and prepaid expenses and deposits in the amount of \$496,000. AlphaBow's cash has since been depleted.
- 30. While most of AlphaBow's assets are operated by AlphaBow, it does hold working interests in a number of third party operated wells. Following the issuance of the AER's Orders and in non-compliance with contractual agreements, some of AlphaBow's partners have ceased paying AlphaBow its share of income.

B. Liabilities

- 31. AlphaBow does not have any credit facilities with a secured lender.
- 32. As at December 31, 2022, the date of AlphaBow's most recent unaudited financial statements, AlphaBow had total liabilities of approximately \$312,425,000, including accounts payable and accrued liabilities of \$87,944,000, risk management contracts of \$4,038,000 (current) and \$3,365,000 (non-current), and environmental decommissioning liabilities in the amount of \$217,078,000.
- 33. As at the end of 2023, AlphaBow has approximately \$88 million in liabilities (excluding decommissioning liabilities), including:
 - (a) Municipal Taxes approximately \$15,000,000 (excluding interest and penalties);
 - (b) Surface Lease Payments approximately \$29,000,000;
 - (c) Alberta Energy Regulator:

- i. Security \$15,374,050;
- ii. Orphan Levy \$1,442,184.94;
- iii. Administrative Fee \$619,787.79;
- iv. Administrative Penalty \$25,500;
- v. Care and custody \$1,150,000
- (d) Advanced Drilling Ltd. \$12,624,858.64; and
- (e) Other supplier and vendors \$13,950,141.36.

Property Taxes

34. In 2021 and 2022, AlphaBow established payment schedules for property taxes with seven counties. AlphaBow had also until recently been in preliminary discussions with another five counties to enter into payment plans, however its efforts were impeded as a result of the AER's security demands and the resulting uncertainty as to if and when it might be permitted to resume operations.

Accounts Payable

35. While the AER's July Order resulted in a number of trade creditors requiring pre-payment as a condition of continuing to work with AlphaBow, AlphaBow has fallen behind on certain financial obligations. While some suppliers and service providers have discontinued services, others have expressed a willingness to work with AlphaBow in the future and a willingness to negotiate payment schedules with AlphaBow.

PPSA Registrations

36. I am advised by Keely Cameron of Bennett Jones LLP, that as of April 12, 2024, there are 122 registrations against AlphaBow under the *Personal Property Security Act (Alberta)*. Fifteen of these registrations relate to charges by working interest partners; and twelve of these

- registrations relate to writs enforcement. Attached hereto as **Exhibit "D"** is a copy of the Alberta Personal Property Registry searches for AlphaBow.
- 37. There are also approximately 13 legal proceedings underway as against AlphaBow, and there have been multiple garnishments of AlphaBow's bank accounts by creditors and by the AER in respect of amounts owing to AlphaBow from its working interest partners.

V. Debt Reduction and Strategic Efforts to Date

- 38. Since the pandemic, AlphaBow has sought to reduce its liability through prioritizing environmental closure work. By bringing a site to full closure through reclamation, a company is able to not only return the land for other productive purposes but bring to an end ongoing tax and surface lease payments. Additionally, AlphaBow explored the sale of certain non-core assets; however, those efforts were materially impacted by the AER Orders preventing license transfers, requiring security and then suspending AlphaBow's operations.
- 39. AlphaBow has also negotiated payment plans with certain of its creditors over the last few years. In particular, AlphaBow has entered into tentative payment plans with seven counties, had discussions regarding forbearance agreements with five counties, and negotiated 90-day payment periods with certain suppliers. However, after the July Order, the suppliers wanted to be prepaid.
- 40. In March 2023, AlphaBow became aware of recent changes to legislation that would make it eligible for additional carbon credits and could enable it to address its mounting payables. Even further carbon credits could be available if AlphaBow was able to obtain a regulatory amendment for the reservoir pressure required at the time of abandonment. AlphaBow was working on its application for Alberta Environment and Protected Areas, the regulator that would consider AlphaBow's application, when the AER issued the March Order demanding security.
- 41. AlphaBow sought regulatory appeals of the AER Orders and in the interim sought investment to enable AlphaBow to carry out a strategy to optimize its CO₂ capture operations such that it could address the AER's conditions and meet its obligations to creditors. While there was some interest, parties that AlphaBow spoke with were concerned about the uncertainty

- regarding when AlphaBow would be permitted to resume operations and the significant liabilities that AlphaBow has.
- 42. AlphaBow also started discussions with experienced energy executives to bring in an enhanced management team should it be permitted to resume operations.
- 43. Through these efforts, Rick Ironside who is an engineer with significant industry experience and experience with AlphaBow as a former officer has advised that he would be willing to return to AlphaBow if it could resume operations. Additionally, AlphaBow has identified a potential partner who is willing to obtain a working interest in certain AlphaBow sites, which would enable AlphaBow to generate revenue from those sites in excess of \$250 million over 20 years. Further, AlphaBow has identified certain parties interested in assuming non-core assets from AlphaBow which would go a long way to enabling AlphaBow to pay its municipal tax arrears and has also identified parties willing to enter into farm-in or farm-out agreements with AlphaBow which would provide an additional revenue source enabling AlphaBow to meet its obligations.

VI. CCAA PROCEEDINGS

- 44. The AER issued its Regulatory Appeal Decision on February 28, 2024, which upheld the Orders. At that time, AlphaBow was in discussions with the AER for a variance but also considering options for restructuring. It has always been AlphaBow's preference to obtain more time and seek to restructure outside of formal proceedings, however, following the issuance of the Regulatory Appeal Decision, it became clear that formal proceedings would be necessary.
- 45. While CCAA proceedings were AlphaBow's preferred form of process because of the flexibility provided, as a result of timing constraints, on March 28, 2024, 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*. Attached as **Exhibit "E"** is a copy of the certificate of filing.

- 46. Since then, AlphaBow has been working with its advisors to prepare a SISP, seek funding for its restructuring efforts, respond to inquiries for stakeholders, secure a new office lease and restore access to records.
- 47. AlphaBow continues to believe that the CCAA is the best available process and will result in the best opportunity for recovery for AlphaBow's creditors.
- 48. AlphaBow's knowledge of the assets and their potential will be critical to a successful process. Further, AlphaBow is well aware of the AER and OWA's expectation, that unlike in the case of receiverships, that in debtor led processes, such as the CCAA, the debtor, will be required to ensure all environmental liabilities are addressed.
- 49. Ensuring that all environmental liabilities are addressed and that there is some recovery for AlphaBow's creditors is the goal of AlphaBow's restructuring efforts. If possible, AlphaBow would like to sell non-core assets to generate funds to provide payments to its creditors and obtain investment by way of partners and investments to enable it to rehire its employees and operate the remaining assets (including the CO2 capture and enhanced oil recovery assets) with an enhanced management team. However, it is prepared to sell all assets if required by the AER.

AlphaBow is Insolvent for the Purposes of the CCAA

- 50. AlphaBow is facing liquidity challenges and, based on its current financial position, it is unable to meet its obligations as they become due or satisfy its working capital requirements.
- 51. In light of AlphaBow's financial circumstances and the AER Orders, AlphaBow requires the protection afforded under the CCAA to pursue the SISP, which will maximize value for its stakeholders and enable it to meet its regulatory obligations.

VII. CCAA RELIEF SOUGHT

A. Stay of Proceedings

52. The stay of proceedings is critical to AlphaBow's ability to conduct the SISP and complete transactions thereunder for the benefit of AlphaBow's stakeholders. Without the benefit of a

stay of proceedings, there could be an immediate and significant erosion of value to the detriment of all stakeholders. The need for a stay is demonstrated by the multiple garnishments and legal proceedings that have been commenced by AlphaBow's creditors.

B. Proposed Monitor

- 53. The Applicant seeks the appointment of the Proposed Monitor, KSV Restructuring Inc. ("KSV"), as the monitor in these proceedings. KSV is qualified and competent to act as the Proposed Monitor under the CCAA and has consented to act as the Proposed Monitor of AlphaBow in the within proceedings, subject to approval of the Court and is supportive of the relief sought.
- 54. The professionals of KSV who will have carriage over this matter for the Proposed Monitor have acquired knowledge of the Applicant, its business, financial circumstances and strategic and restructuring efforts to date through its role as Proposal Trustee. I believe that the Proposed Monitor is capable to assist AlphaBow with its restructuring efforts in these CCAA proceedings. The Proposed Monitor is a licensed insolvency trustee and has not served as the auditor of the AlphaBow.
- 55. In addition to any powers or obligations provided for by the CCAA, AlphaBow hereby requests that this Court grant the Proposed Monitor the powers, rights, obligations and protections detailed in the Initial Order and eventually the Amended and Restated Initial Order, including the orders related to the Administration Charge.

C. Administration Charge

56. It is contemplated that a Court-ordered charge over the assets, property and undertaking of AlphaBow would be granted in favour of the Proposed Monitor, counsel to the Proposed Monitor and counsel to AlphaBow to secure the payment of their professional fees and disbursements (incurred at their standard rates and charges, subject to the terms set forth in

- their respective engagement letters, as applicable), whether incurred before or after the date of the Initial Order (the "Administration Charge").
- 57. AlphaBow requires the expertise, knowledge and continuing participation of the above professionals in order to complete a successful restructuring. AlphaBow believes that the Administration Charge is necessary to ensure their important continued participation in this process.
- 58. The proposed Administration Charge is in an aggregate amount of \$500,000. All the beneficiaries of the Administration Charge have contributed, and will continue to contribute, to AlphaBow's restructuring efforts.
- 59. The amount of the proposed Administration Charge was reached in consultation with the Proposed Monitor, and I believe is reasonable in the circumstances, especially given the number of assets and anticipated complexity given the regulatory Orders and requirements associated with selling energy assets.

D. Cash Flow Forecast

- 60. As set out in the cash flow forecast that AlphaBow worked with the Proposal Trustee in preparing (a copy of which is attached to the Proposal Trustee and Proposed Monitor's Report), AlphaBow will require additional funding in the near term.
- 61. AlphaBow's principal use of cash during these proceedings will consist of the payment of insurance and costs associated with providing reasonable care over its assets (including the OWA's care and custody expenses), as well as costs for the completion of its SISP and general administration expenses and other ordinary course of business obligations. In addition to these expenditures, AlphaBow will also incur administrative expenses in connection with the CCAA proceeding.
- 62. Should the relief sought in the Comeback application be approved, the cashflows indicate that AlphaBow will have sufficient funding to carry it through the expiry of the stay.

E. SISP

- 63. AlphaBow has developed a SISP in consultation its sale and legal advisors and the Proposed Monitor.
- 64. The SISP contemplates a public asset divestiture and investment process led by the Monitor, with Sayer Energy Advisors ("Sayer") as the Sales Advisor. Sayer has significant Canadian experience in the sale of energy assets.
- 65. The enhanced role of the Monitor is being proposed as it is anticipated that the Shareholder of AlphaBow or other affiliated parties may participate in the SISP to ensure that all environmental liabilities are addressed.
- 66. The Applicant seeks Court approval of the SISP. The SISP contemplates the following major stages:
 - (a) Pre-Marketing: preparation of all marketing material, assembly of all relevant due diligence material, establishment of an electronic data room;
 - (b) Marketing: advertising, contacting potential buyers/investors, responding to requests for information and disseminating marketing material to potential buyers and investors;
 - (c) Offer Submission and Evaluation: solicitation, receipt of, evaluation and negotiation of offers from potential buyers and investors; and
 - (d) The offer submission and evaluation stage of the SISP will be comprised of a two phase offering process: "Phase 1" being the submission of letters of intent ("LOIs") from qualified bidders, and "Phase 2" being the submission of formal binding offers from those parties that submitted LOIs and that have been invited by the Sales Advisor and the Monitor, in consultation with AlphaBow, to participate in Phase 2 (defined below as Phase 1 Qualified Bidders).
- 67. At the advice of Sayer, in order to increase participation in the process, given summer vacations, holidays and the Stampede, the proposed Phase 2 deadline for the SISP is August

- 22, 2024. It is AlphaBow's intention to provide an update on the process following the Phase 1 deadline of June 27, 2024.
- 68. As it is unclear whether AlphaBow's business can be sold to a single purchaser, the SISP contemplates that offers may be submitted in any value maximizing form including, but not limited to, a share sale, en bloc or specific asset sales, or an amalgamation or merger transaction.
- 69. The SISP will allow for AlphaBow's assets to be marketed in a fair, organized and transparent process while also preserving optionality for a reorganization to be pursued if a merger or restructuring transaction is proposed by an interested party.
- 70. AlphaBow is currently working with its shareholder to explore a backstop offer to ensure that all environmental liabilities are addressed.
- 71. Separate from the SISP, AlphaBow has engaged Strom Futures to market its carbon credits and assist in the negotiation of a definitive agreement. Strom Futures has 20 years of experience and expertise in buying and selling carbon offsets. Strom Futures has assisted AlphaBow in the past in marketing and selling its credits. Strom Futures charges \$0.20 CDN plus GST for each credit bought or sold that was brokered by Strom Futures. This fee is comparable to the fee charged by other companies that AlphaBow contacted.
- 72. AlphaBow currently has 6,124 credits from 2023 available for marketing and sale.

F. Funding of the Process

- 73. Given the extended period of time that AlphaBow's operations have been suspended, it does not have cash flow necessary to support its restructuring efforts. Currently the AER is not prepared to enable AlphaBow to resume operations in the absence of the payment of the Security and completion of such other actions that AlphaBow lacks the funding to complete.
- 74. To address this issue, I met with multiple parties to seek interim financing for the restructuring process. Given the AER Orders, the uncertainty regarding the ability to transfer licenses or resume operations, and the super priority afforded to the AER for environmental obligations, none of the parties that AlphaBow spoke to were prepared to advance funding.

- 75. As a last resort, AlphaBow has sought to sell certain assets to fund its process. Specifically, AlphaBow has found an arm's length purchaser, Cascade Capture Ltd. ("Cascade") who is prepared to purchase a 15% non-operated working interest in Functional Units II and III of the CO₂ Facilities (as defined in the Purchase and Sale Agreement) that were constructed pursuant to and are governed by the Agreement for the Construction Ownership and Operation of the Glencoe CO₂ Production Facility. Attached hereto as Exhibit "F" is a copy of the proposed Cascade Purchase and Sale Agreement, which sets out the substantive terms that have been agreed upon by the parties. An executed copy will be provided in due course.
- 76. AlphaBow currently has a 100% interest in Functional Units II and III of the CO₂ Facilities, which consist of:
 - (a) Prentiss CO₂ Plant Facility License F33789;
 - (b) Water Disposal Well License 11772; and
 - (c) Pipelines Licenses 45411, 45412, 45480, 45481, 45824, 57388, 61850, 61356, and 61820.
- 77. The above noted licensed assets have a cumulative AER deemed liability value of \$978,032, and \$0 for a deemed asset value. They are currently shut in pursuant to the Suspension Order.
- 78. Commencing in 2019 AlphaBow has solicited bids and sought strategic partners for certain of its key assets, including CO₂ Capture and enhanced oil recovery assets which includes Functional Units II and III of the CO₂ Facilities. Always, the main objective has been the survival of the company for the ultimate maximum benefit of all stakeholders.
- 79. AlphaBow has focused on a sale of partial interests of these assets instead of sales of all of AlphaBow's interests because AlphaBow believes that these assets are key to being able to address the environmental liabilities associated with some of AlphaBow's less productive assets. Therefore, the most viable option has always been some sort of a strategic partnership where AlphaBow would allow a company to earn into these projects on the basis of their investment making the outcome more profitable for both parties.

- 80. Over the last few years, AlphaBow has reached out to a number of industry members that it knows has an interest in CO₂ assets, however, while there has been some interest, most parties wanted full control of the assets and offered a purchase price that was significantly less than AlphaBow believes it could generate if it held on to the assets. Further, such offers were not feasible as they would not meet the AER's transfer requirements.
- 81. There have only been two parties that have expressed an interest and a willingness to work jointly with AlphaBow, Cascade being one of them. Cascade is the only party prepared to proceed with an offer only conditional on court approval, that would provide for the transfer of a nominal interest which would provide the funding necessary for AlphaBow to conduct the SISP and ensure a go forward partner in Functional Units II and III of the CO₂ Facilities. As a partner, if the sale is approved, Cascade will be assuming 15% of the costs for addressing the environmental liabilities associated with Functional Units II and III of the CO₂ Facilities and will be responsible for its share of post-closing operating costs, including associated lease and municipal tax payments.
- 82. AlphaBow believes that the Cascade offer is in the best interest of AlphaBow and its stakeholders, as it will provide AlphaBow with the liquidity necessary to run the SISP for the benefit of AlphaBow's stakeholders. Further, the sale has been reviewed by the Sales Advisor who has advised that it views the purchase price as reasonable and that the sale will not have a significant impact on AlphaBow's remaining interests in Functional Units II and III of the CO₂ Facilities.

G. Sealing Order

- 83. AlphaBow through the Proposal Trustee intends to provide the court with unredacted copies the Sales Advisor Engagement letter, the Cascade Sales Agreement and the assessment of the Sales Advisor on the Cascade Sales Agreement.
- 84. I am advised that the Sales Advisor has concerns with the terms of its engagement letter forming part of the public record in these proceedings as it would be detrimental to its competitive advantage and therefore harm its commercial interest. On that basis we intend to

seek a sealing order, however we would be prepared to share terms of the agreement with stakeholders subject to certain undertakings.

85. Specific to the Cascade Sales Agreement and Sayer's assessment of the Cascade Sales Agreement, in order to ensure the integrity of the sales process and that neither the purchase price nor Sayer's assessment impact any bidders in that process, we are seeking to seal this information until the conclusion of the sales process. As with the engagement letter, AlphaBow would subject to the Monitor's concurrence, be prepared to share this information with stakeholders subject to certain undertakings including confirmation that they will not be participating in the SISP.

H. Conclusion

86. I swear this is my Affidavit in support of an Application for an Initial Order and, to the extent that the Initial Order is granted, the Amended and Restated Order pursuant to the CCAA.

SWORN BEFORE ME at the City of Calgary, Alberta, this 15 day of April, 2024.))))	Jana 1
A Commissioner for Oaths in and for the)	BEN LI
Province of Alberta)	
	1	

Kaamil Khalfan Student-at-Law This is **Exhibit** "A" referred to in the Affidavit of Ben Li sworn before me this 15^{th} day of April, 2024

A Commissioner for Oaths in and for Alberta

Kaamil Khalfan Student-at-Law 4/12/24, 3 32 PM about blank

Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2024/04/12 Time of Search: 03:32 PM

Search provided by: BENNETT JONES LLP (CALGARY)

Service Request Number: 41906358

Customer Reference Number: 88323.6/K. Khalfan/ss

Corporate Access Number: 2021761289 Business Number: 736658725

Legal Entity Name: ALPHABOW ENERGY LTD.

Legal Entity Status: Active

Alberta Corporation Type: Named Alberta Corporation

Method of Registration: Amalgamation

Registration Date: 2019/02/28 YYYY/MM/DD **Date of Last Status Change:** 2022/06/08 YYYY/MM/DD

Registered Office:

Street: SUITE 300, 708 - 11TH AVENUE S.W.

City: CALGARY
Province: ALBERTA
Postal Code: T2R0E4

Records Address:

Street: SUITE 300, 708 - 11TH AVENUE S.W.

City: CALGARY
Province: ALBERTA
Postal Code: T2R0E4

Email Address: BENLI@ALPHABOWENERGY.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
LI	SONG			300-	CALGARY	ALBERTA	T2R0E4	BENLI@ALPHABOWENERGY.COM
				708				
				AVE				
				SW				

about blank 1/3

4/12/24, 3 32 PM about blank

Directors:

Last Name: DUAN First Name: YUEYI

Street/Box Number: 18 DISCOVERY RIDGE VIEW SW

City: CALGARY
Province: ALBERTA
Postal Code: T3H4P9

Voting Shareholders:

Legal Entity Name: 1986114 ALBERTA INC.

Corporate Access Number: 2019861141

Street: 1717-10 AVE SW

City: CALGARY
Province: ALBERTA
Postal Code: T3C0K1
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE SCHEDULE **Share Transfers Restrictions:** SEE SCHEDULE

Min Number Of Directors: 1
Max Number Of Directors: 7

Business Restricted To: NONE **Business Restricted From:** NONE

Other Provisions: SEE SCHEDULE

Other Information:

Amalgamation Predecessors:

Corporate Access Number	Legal Entity Name				
2019944509	ALPHABOW ENERGY LTD.				
2019896832	GREEN HORIZON ENERGY SERVICES INC.				

Last Annual Return Filed:

about blank 2/3

4/12/24, 3 32 PM about blank

File Year	Date Filed (YYYY/MM/DD)
2024	2024/02/08

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2019/02/28	Amalgamate Alberta Corporation
2020/02/23	Update BN
2020/11/02	Change Director / Shareholder
2022/02/15	Change Address
2022/04/02	Status Changed to Start for Failure to File Annual Returns
2022/04/18	Change Agent for Service
2024/02/08	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2019/02/28
Restrictions on Share Transfers	ELECTRONIC	2019/02/28
Other Rules or Provisions	ELECTRONIC	2019/02/28
Statutory Declaration	10000707105772607	2019/02/28

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



about blank 3/3

This is **Exhibit "B"** referred to in the Affidavit of Ben Li sworn before me this 15^{th} day of April, 2024

A Commissioner for Oaths in and for Alberta

Kaamil Khalfan Student-at-Law



Licensee Capability Assessment

Glossarv

- Glossary

 A flag applied to alert of a special circumstance that impacts the risk posed by a licensee.

 In the absence of special circumstances "None" will be displayed. Possible entries (all that apply will be displayed):

 Amalgamated to ... (BA code)
 Bankruptcy (Trustee)
 CGAA Protection
 CGAA Protection
 Ceased Operation
 Gening Concern Unionertainty
 Monitor

- NOI Proposal Filing
- Global Refer Dormant

Peer Group

Peer Group
Peer groups allow the comparison of licensees against other licensees with similar attr butes and are used in assessing the Performance Group factors. A licensee without a Peer Group will be identified as either "Domant" or "Inactive". The peer groups being used are as follows:

- Producer - Micro - Gas
- Producer - Micro - Mixed
- Producer - Junior - Oil
- Producer - Junior - Oil
- Producer - Junior - Oil
- Producer - Junior - Gas
- Producer - Junior - Oil
- Producer -

Eligibility
Refers to Licence Eligibility Types set out in Section 3 of Directive 067. A company will have one of the following eligibility types Refers to Licence Eligibility Types set out in Section 3 of Direr - No Elig bility - General Elig bility (Displayed as 'Facility, Well or Pipeline') - Limited Eligibility

Licensee Assessment Profile
A profile is a summary of the LCA results. This provides an overall picture of capability, risk, and performance.

Risk Group Assessment

Note Five years of financial submission data and corresponding liability estimates will be displayed (where available). "Overdue" statements will be flagged as such Financial Distress Parameters — Ratios used to indicate level of financial distress.

Net Profit Margin (three-year average) - Ratio of net profit over revenues, or the percentage of income kept as profit. This is averaged over three years to smooth unusual gains/losses in a single

year.

Current Ratio – Ratio of current assets (i.e., cash and other assets that are expected to be converted to cash within a year) over current liabilities (i.e., amounts due to be paid to creditors within a year) to measure whether a company can pay their obligations as they come due.

Debt Includes A ratio of debt over equity to measure financial leverage, indicating the degree to which a company has financed its operations with borrowed money versus wholly owned funds. Debt includes amounts due to related parties and shareholders.

Debt Includes amounts due to related parties and shareholders.

Debt Includes amounts due to related parties and shareholders.

Debt Includes amounts due to related parties and shareholders.

Debt Includes amounts due to related parties and shareholders.

Cash Elow Irom. Operations to Debt — A ratio of cash flows from operations over debt, which indicates how easily a company can repay its debt. Debt includes amounts due to related parties and shareholders.

Weighting – Weighting applied to each parameter used to assess Total Risk Level.

Financial Statement Date – The date of the financial statement (year end). Per Directive 067 licensees and approval holders are required to provide annual financial statements, or as directed

Financial statement was the control of the linancial statement was created.

Value — Calculated result for the parameter.

Risk Level — The assessment of risk using predefined risk thresholds specified in Manual 023 for levels of financial distress. Risk is either low, medium, or high. Results are coloured to highlight risk level. Low (5.3.3) = green, Medium (>33.3 and ≤ 66.7) = yellow, High (>66.7 and ≤ 100) = red.

Total Risk Level — Combined Risk Level of the Financial Distress Parameters using the value of each parameter and its associated weighting. Risk is either low, medium, or high. Results are coloured to highlight risk level. Low green, Medium = yellow, High | red.

Liability Estimate Date — Date of the liability estimate current at the Financial Statement Date. AER liability estimates are calculated the first Saturday of each month.

Liability Estimate — Estimated liability as of the Liability Estimate Date. (Estimates are based on Directive 011 and Site-specific liability assessments).

Estimated total magnitude of Liability

Estimated total magnitude of liability (active & inactive), including abandonment, remediation, and reclamation. This figure will be updated monthly, on the first Saturday of each month. To view more information related to this value, including a breakdown of liability by licensee, go to Liability Assessment report also available in OneStop.

Low < \$25 million CAD (green)

Medium* \$255 and < \$150 million CAD (yellow)

High: \$150 million CAD (red)

Performance Group Assessment

Per numerice 'urcup' Assessment'
Parameter Value - Calculated result using the available data for the licensee, from other AER systems.

Peer Ranking - Relative standing in the peer group, calculated using the Parameter value with the top performers (ranked at 100%) and the bottom performers (ranked at 0%) in the peer group, and all others ranked within that range.

and all others ranked within that range.

Parameter Weight – Weighting applied to each parameter's Peer Ranking to determine the overall Factor Ranking.

Peer Comparison Tier – Determined using Peer Ranking relative to the top performer ranked at 10% and bottom performer ranked at 0%, except for parameters that use predefined thresholds. The is identified as either Tier 1, 2, or 3 where Tier 1 are performers ranked at 75% or higher within a peer group's performance range; Tier 2 are performers ranked between 75% and 25% of the range; and Tier 3 are performers ranked 25% or below within the range.

The Carbon state of the state o

- Resources Lifespan
 Evaluates the expected longevity of a licensee's mineral resources and infrastructure, as well as the ability of current operations to fund required closure activities.
 Production Trand Annualized rate of change of production over the previous thirty-six months, subject to availability of data.
 Inactive Wolf Ratio Ratio of inactive wells to well she that have not been abandoned (both active).
 Marginal Wolf Ratio Ratio of inactive wells to well so be inactive in the previous thirty-six months, subject to availability of data.
 Inactive Wolf Ratio Ratio of inactive wells to well so the abandoned (both active).
 Marginal Wolf Ratio Ratio of inactive lateral to inactive in a factor of the control of inactive facility and read to inactive in a factor of the time-fame when magnitude of inactive lability will exceed the forecasted operating cash flow from remaining proven, developed reserves. Crossover timeline Estimate of the time-fame when magnitude of inactive lability will exceed the forecasted operating cash flow from remaining proven, developed reserves. Crossover timeline Estimate of the time-fame when magnitude of inactive lability will exceed the forecasted operating cash flow from remaining proven, developed reserves. Crossover timeline Estimate of the time-fame when magnitude of inactive lability will exceed the forecasted operating cash flow from remaining proven, developed reserves. Crossover timeline Estimate of the time-fame when magnitude of inactive lability will exceed the forecasted operating cash flow from remaining proven, developed reserves. Crossover timeline Estimate of the time-fame when magnitude of inactive lability will exceed the forecasted operating cash flow from remaining proven, developed reserves. Crossover timeline Estimate of the time-fame when magnitude of inactive lability will exceed the forecasted operating cash flow from remaining proven, developed reserves. Crossover timeline Estimate of the time-fame when magnitude of inactive lability

Executable Selection of the Computation of the Comp

Note Evaluation includes Waste Management audits

Field Moncompliance Rate – Ratio of unsatisfactory inspections and failed Emergency Response Plan (ERP) audits flagged as high-risk, to total inspections and ERP Audits, in the Field Inspection System, for the previous thirty-six months.

Note Evaluation includes Waste Management audits

Note Evaluation includes Yearle Management audits

Pipelinie incident Rate – Number of pipeline incidents per average number of 10 kilometre of operating pipeline lengths, for the previous thirty-six months.

Release & Spill Rate – Number of release incidents to average count of active wells and facilities, for the previous thirty-six months.

Looks at recent closure activities and spends, including the pace of the licensee's inactive liability growth.

Closure Spend Rate – Ratio of AER closure spend estimates to AER inactive deemed liability, for the previous year. (Estimates are based on Directive 011 and site-specific liability.)

assessments).

Inactive Liability Trend – Annualized rate of change of inactive liability over the previous thirty-six months.

Well Abandonment Rate (Produced) – Ratio of total wells abandoned to average count of inactive wells, for the previous thirty-six months (wells that produced).

Well Reclamation Rate (Produced) – Ratio of total wells abandoned to average count of inactive wells, for the previous thirty-six months (wells that never produced).

Well Reclamation Rate (Produced) – Ratio of total wells reclaimed to average count of abandoned wells, for the previous thirty-six months (wells that produced).

Well Reclamation Rate (Non-produced) – Ratio of total wells reclaimed to average count of abandoned wells, for the previous thirty-six months (wells that never produced).

Facility Abandonment Rate – Ratio of total facilities exclaimed to average count of inactive facilities, for the previous thirty-six months.

Pipeline Abandonment Rate – Ratio of total pipeline segments abandoned to average count of total pipeline segments, for the previous thirty-six months.

Administration Considers a licensee's compliance with AER fees and levies, as well as compliance with mineral lease expiries.

Orphan Fund Levy Compliance — Status of invoice. Orphan fund levy compliance is based on predefined thresholds rather than performance relative to the best and worst performers within a

Ther 1 = No balance outstanding
- Ther 3 = Balance outstanding
- Ther 3 = Balance outstanding
- Administrative from Levy Compliance - Status of invoice. Administrative fund levy compliance is based on predefined thresholds rather than performance relative to the best and worst performers within a peer group.

Status of Invoice

- Tier 1 = No balance outs

- Tier 3 = Balance outstan

3 = Balance outstanding all cases and a second seco



Licensee Capability Assessment

AlphaBow Energy Ltd. (A7H2)

Report Date: 28 March, 2023 Special Notification Peer Group Eligibility Going Concern Uncertainty Producer - Junior - Gas Limited Eligibility

Company Name AlphaBow Energy Ltd. A7H2

Licensee Assessment Profile

Risk Group		Performance Group					
Financial Distress Liabil	lity Magnitude Reso		rations (Closure	Administration		
High	High		er 2	Tier 2	Tier 3		

Risk Group Assessment

	Financial Dis Paramete Weightin	ers	(3-Year	fit Margin Average) 0%		nt Ratio		o Equity	Interest Cov		Operation	ow From as To Debt	
Year	Period (Months)	Financial Statement Date	Value	Risk Level	Value	Risk Level	Value	Risk Level	Value	Risk Level	Value	Risk Level	Total Risk Level
2022	3	31-Mar-22	-68%	High	33%	High	0.00	High	-197.35	High	Null	High	High
2021	12	31-Dec-21	-75%	High	39%	High	0.00	High	-115.11	High	Null	Low	High
2020	12	31-Dec-20	-85%	High	28%	High	-0.03	High	-318.48	High	38%	Low	High
2019	12	31-Dec-19	-47%	High	49%	High	-0.04	High	43.32	Low	80%	Low	Medium

Current Estimated Magnitude of Liability \$266,785,297

as of 2023-03-04

Year	Liability Estimate Date	Liability Estimate	Risk Level
2022	7-Mar-22	\$268,929,459	High
2021	6-Dec-21	\$269,343,659	High
2020	5-Dec-20	\$240,310,068	High

Performance Group Assessment

Factor Name	Factor Tier	Factor Ranking	Parameter Name	Parameter Weight	Parameter Value	Peer Ranking	Peer Comparison Tier
Resources lifespan	Tier 3	21.46 %	Production Trend	25%	0.0456	47%	Tier 2
			Inactive Well Ratio	25%	58.98 %	22%	Tier 3
			Marginal Well Ratio	25%	65.47 %	31%	Tier 2
			Inactive Facility Ratio	15%	59.00 %	34%	Tier 2
			Crossover Timeline	10%	Medium	50%	Tier 2
Operations	Tier 2	66.37 %	Directive 013 Noncompliance Rate	25%	10.00 %	90%	Tier 1
			Field Noncompliance Follow-up Rate	10%	41.79 %	58%	Tier 2
			Field Noncompliance Rate	15%	2.80 %	72%	Tier 2
			Pipeline Incident Rate	25%	0.0676	58%	Tier 2
			Release & Spill Rate	25%	0.0019	98%	Tier 1
Closure	Tier 2	43.57 %	Closure Spend Rate	20%	1.04 %	4%	Tier 3
			Inactive Liability Trend	20%	0.0034	97%	Tier 1
			Well Abandonment Rate (Produced)	10%	42.34 %	22%	Tier 3
			Well Abandonment Rate (Non-produced)	5%	36.47 %	20%	Tier 3
			Well Reclamation Rate (Produced)	10%	1.19 %	3%	Tier 3
			Well Reclamation Rate (Non-produced)	5%	7.38 %	10%	Tier 3
			Facility Abandonment Rate	10%	0.00 %	0%	Tier 3
			Facility Reclamation Rate	10%	0.00 %	0%	Tier 3
			Pipeline Abandonment Rate	10%	9.89 %	50%	Tier 2
Administration	Tier 3	0.00 %	Orphan Fund Levy Compliance	33%	All Paid	100%	Tier 1
			Administration Fund Levy Compliance	33%	All Paid	100%	Tier 1
			Mineral Lease Expiries	33%	0.1762	0%	Tier 3

Confidential; Security Classification: Protected B – Available to specified groups or roles

This is **Exhibit** "C" referred to in the Affidavit of Ben Li sworn before me this 15th day of April, 2024

A Commissioner for Oaths in and for Alberta

Kaamil Khalfan Student-at-Law

	audited per 31, 2022	Unaudited December 31, 2021		
(CDN\$ 000's)				
ASSETS				
Current assets				
Cash	\$ 3,566	\$	2,854	
Accounts receivable	\$ 34,203	\$	21,796	
Risk management contracts				
Prepaid expenses and deposits	\$ 496	\$	62	
Assets held for sale				
	\$ 38,266	\$	24,712	
Non-current assets				
Property, plant and equipment	\$ 85,718	\$	83,762	
Total assets	\$ 123,984	\$	108,474	
LIABILITIES				
Current liabilities				
Accounts payable and accrued liabilities	\$ 87,944	\$	59,982	
Risk management contracts	\$ 4,038	\$	4,038	
Decommissioning liabilities				
Decommissioning liabilities assets held for sale	 04.000		64.000	
	\$ 91,982	\$	64,020	
Non-current liabilities	247.070		224 222	
Decommissioning liabilities	\$ 217,078	\$	221,228	
Risk management contracts	\$ 3,365	\$	3,365	
	\$ 312,425	\$	288,613	
SHAREHOLDER'S EQUITY				
Share Capital				
Deficit	(188,441)		(180,139)	
Total liabilities and shareholder's equity	\$ 123,984	\$	108,474	

	Unaudited Year ended December 31, 2022		Unaudited Year ended December 31, 2021	
(CDN\$ 000's)				
REVENUE				
Oil and natural gas	\$	85,643	\$	56,009
Other Income			\$	3,000
Royalties	\$	(10,602)	\$	(5,909)
	\$	75,041	\$	53,100
Realized gain on risk management contracts	\$	6,482	\$	4,669
Unrealized gain (loss) on risk management contracts				
	\$	68,559	\$	48,431
EXPENSES				
Production and operating	\$	74,388	\$	47,571
Transportation	\$	552	\$	463
General and administrative	\$	1,919	\$	2,630
Depletion and depreciation	\$	-	\$	24,382
Finance expense		3	\$	8,209
Impairment loss on property, plant and equipment				
Gain on acquisitions and dispositions			\$	(400)
Other Income	\$	-	\$	(161)
Total expenses	\$	76,861	\$	82,694
INCOME (LOSS) BEFORE TAXES	\$	(8,302)	\$	(34,263)
INCOME TAX				
Income tax expense (recovery)				
NET INCOME (LOSS) AND COMPREHENSIVE INCOME				
(LOSS)		(8,302)	\$	(31,167)

December 31, 2022	Unaudited Year ended December 31, 2022		Unaudited Year ended December 31, 2021	
(CDN\$ 000's)				
OPERATING ACTIVITIES				
Net income (loss)	\$	(8,302)	\$	(34,263)
Adjustments for non-cash items:				
Depletion and depreciation	\$	-		24,382
Impairment loss on property, plant and equipment				-
Unrealized loss on risk management contracts				
Gain on acquisitions and dispositions	\$	-		(400)
Accretion	\$	-		8,191
Decommissioning costs incurred	\$	(4,150)		(427)
Change in non-cash working capital	\$	15,120		3,225
CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES		2,668		708
				-
FINANCING ACTIVITIES		0		0
Proceeds from share issuance				
CASH USED IN FINANCING ACTIVITIES		0		-
				-
INVESTING ACTIVITIES				0
Additions to property, plant and equipment		(1,956)		(580)
Acquisitions				-
Dispositions		0.00		
CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES		(1,956)		(580)
				0
CHANGE IN CASH FOR THE YEAR	\$	712		128
CASH, BEGINNING OF YEAR	\$	2,854	\$	2,726
CASH, END OF YEAR	\$	3,566	\$	2,854

This is **Exhibit** "**D**" referred to in the Affidavit of Ben Li sworn before me this 15th day of April, 2024

A Commissioner for Oaths in and for Alberta

Kaamil Khalfan Student-at-Law



Personal Property Registry Search Results Report

Page 1 of 249

Search ID #: Z17254999

Transmitting Party

Bennett Jones LLP

4500, 855 2nd Street SW Calgary, AB T2P 4K7

Party Code: 60007906 Phone #: 403 298 3002 Reference #: 88323.6/K. Khalfan

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.



Government of Alberta ■

Personal Property Registry Search Results Report

Page 2 of 249

Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Search ID #: Z17254999 Date of Search: 2024-Apr-12 **Time of Search:** 12:35:09

Registration Number: 17122122841

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Dec-21 Registration Status: Current

Expiry Date: 2024-Dec-21 23:59:59

Exact Match on: Debtor No: 4

Amendments to Registration

18072435406 Amendment 2018-Jul-24

18082431609 Amendment 2018-Aug-24

Debtor(s)

2

Block Status Deleted by 1 18082431609

SEQUOIA OPERATING CORP. SUITE 2900, 605 - 5 AVENUE S.W.

CALGARY, AB T2P 3H5

Block Status Deleted by

ALPHABOW ENERGY LTD. 18082431609 SUITE 2900, 605 - 5 AVENUE S.W.

CALGARY, AB T2P 3H5

Block Status Current by

SEQUOIA OPERATING CORP. 3 18082431609

SUITE 1800, 222 - 3RD AVENUE SW CALGARY, AB T2P 0B4

Block Status Current by

ALPHABOW ENERGY LTD. 18082431609

SUITE 1800, 222 - 3RD AVENUE SW

CALGARY, AB T2P 0B4

Government of Alberta ■

Personal Property Registry Search Results Report

Page 3 of 249

Search ID #: Z17254999

Secured Party / Parties

Block Status Current

1 MERCURIA COMMODITIES CANADA CORPORATION SUITE 600, 326 - 11 AVENUE S.W. CALGARY, AB T2R 0C5

Collateral: General

Block	<u>Description</u>	<u>Status</u>
1	All present and after-acquired personal property of the debtor.	Current

Government of Alberta ■

Personal Property Registry Search Results Report

Page 4 of 249

Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 17122122979

Registration Type: LAND CHARGE

Registration Date: 2017-Dec-21 Registration Status: Current

Registration Term: Infinity

Exact Match on: Debtor No: 4

Amendments to Registration

18072435499 Amendment 2018-Jul-24

18082431677 Amendment 2018-Aug-24

Debtor(s)

1

Block Status
Deleted by

SEQUOIA OPERATING CORP. 18082431677 SUITE 2900, 605 - 5 AVENUE S.W.

CALGARY, AB T2P 3H5

Block Status
Deleted by

2 ALPHABOW ENERGY LTD. 18082431677

CALGARY, AB T2P 3H5

SUITE 2900, 605 - 5 AVENUE S.W.

<u>Status</u>

Current by
3 SEQUOIA OPERATING CORP. 18082431677

SUITE 1800, 222 - 3RD AVENUE SW CALGARY, AB T2P 0B4

Block Status
Current by

4 ALPHABOW ENERGY LTD. 18082431677

SUITE 1800, 222 - 3RD AVENUE SW

CALGARY, AB T2P 0B4

Government of Alberta ■

Personal Property Registry Search Results Report

Page 5 of 249

Search ID #: Z17254999

Secured Party / Parties

Block Status Current

1 MERCURIA COMMODITIES CANADA CORPORATION SUITE 600, 326 - 11 AVENUE S.W. CALGARY, AB T2R 0C5

Personal Property Registry Search Results Report

Page 6 of 249

Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 18031228119

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Mar-12 Registration Status: Current

Expiry Date: 2028-Mar-12 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

19031134079 Amendment 2019-Mar-11

Debtor(s)

Block Status
Current

1 SEQUOIA OPERATING CORP. #2900, 605 - 5 AVENUE SW CALGARY, AB T2P 3H5

Block

2 ALPHABOW ENERGY LTD.

Status
Current by
19031134079

1700, 222 - 3RD AVENUE S.W. CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 BEARSPAW PETROLEUM LTD. #5309, 333 - 96 AVENUE NE CALGARY, AB T3K 0S3

Personal Property Registry Search Results Report

Page 7 of 249

Search ID #: Z17254999

Collateral: General

BlockDescriptionStatus1AS PER THE ATTACHED GENERAL COLLATERALCurrent

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS GOVERNED BY A POOLING, FARMOUT AND OPTION AGREEMENT DATED FEBRUARY 11, 1981, ORIGINALLY BETWEEN ANR PRODUCTION COMPANY, CZAR RESOURCES LTD., PAN NORTHERN PETROLEUM LTD., STAR OIL & GAS LTD. AND TRICENTROL OILS LIMITED, (INCORPORATING A CAPL 1974 OPERATING PROCEDURE) AS AMENDED (THE "OPERATING AGREEMENT") INCLUDING, BUT NOT LIMITED TO THE JOINT LANDS DESCRIBED AS:

SECTION 32, TOWNSHIP 038 RANGE 20 WEST OF THE 4TH MERIDIAN AS TO PETROLEUM AND NATURAL GAS FROM SURFACE TO THE BASE OF THE LEA PARK FORMATION

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT-IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS AND OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

C. ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED INTERESTS IN EQUIPMENT AND PRODUCTION FACILITIES ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY BATTERY. SEPARATOR, COMPRESSOR STATION, GAS PROCESSING PLANT, GATHERING SYSTEM, PIPELINE, PRODUCTION STORAGE FACILITY OR WAREHOUSE, SURFACE AND SUBSURFACE MACHINERY, APPARATUS, FACILITIES AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OR HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, COMPUTERS, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).

Personal Property Registry Search Results Report

Page 8 of 249

Search ID #: Z17254999

D. ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY INTERESTS IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID) AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHIN PIPELINES AND FLOWLINES.

Current

E. PROCEEDS: PROCEEDS IN ANY FORM RESULTING DIRECTLY OR INDIRECTLY FROM THE SALE OF OR OTHER DEALING WITH ANY OF THE COLLATERAL DESCRIBED HEREIN INCLUDING WITHOUT LIMITATION ALL:

- ACCOUNTS,
- CHEQUES,
- CONTRACT RIGHTS,
- CHATTEL PAPER,
- DOCUMENTS OF TITLE,
- INSTRUMENTS,
- INTANGIBLES,
- MONEYS,
- SECURITIES.
- AMOUNTS PAID OR PAYABLE PURSUANT TO POLICIES OF INSURANCE COVERING THE COLLATERAL OR THAT INDEMNIFY OR COMPENSATE FOR LOSS OR DAMAGE TO THE COLLATERAL; AND ANY OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN SUCH COLLATERAL OR PROCEEDS THEREOF ARE SOLD, COLLECTED, DISPOSED, EXCHANGED OR OTHERWISE DEALT WITH AND ALL PROCEEDS OF PROCEEDS, WHETHER OF THE SAME OR OF A DIFFERENT TYPE, CLASS, ITEM OR KIND AS THE ORIGINAL COLLATERAL OR PROCEEDS.

Personal Property Registry Search Results Report

Page 9 of 249

Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 18031228738

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Mar-12 Registration Status: Current

Expiry Date: 2028-Mar-12 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

19031134239 Amendment 2019-Mar-11

Debtor(s)

Block Status
Current

1 SEQUOIA OPERATING CORP. #2900, 605 - 5 AVENUE SW CALGARY, AB T2P 3H5

Block

2 ALPHABOW ENERGY LTD.

Status
Current by
19031134239

1700, 222 - 3RD AVENUE S.W. CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 BEARSPAW PETROLEUM LTD. #5309, 333 - 96 AVENUE NE CALGARY, AB T3K 0S3



Personal Property Registry Search Results Report

Page 10 of 249

Search ID #: Z17254999

Collateral: General

BlockDescriptionStatus1AS PER THE ATTACHED GENERAL COLLATERALCurrent

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS GOVERNED BY A GAS PROCESSING, COMPRESSION, & TRANSPORTATION AGREEMENT DATED JANUARY 1, 2012 ORIGINALLY BETWEEN BEARSPAW PETROLEUM LTD. AND HUSKY OIL OPERATIONS LIMITED, AS AMENDED (THE "OPERATING AGREEMENT") INCLUDING, BUT NOT LIMITED TO THE "WELLS" DESCRIBED AS:

SOURCE NAME U.W.I. FACILITY INLET OWNERSHIP

Avenex 00/01-32-38-20W4M 00/01-32-38-20W4M/0 11-16-39-20W4M 10% Avenex 00/04-32-38-20W4M 00/04-32-38-20W4M/2 11-16-39-20W4M 10% Avenex 00/13-32-38-20W4M 00/13-32-38-20W4M/0 11-16-39-20W4M 10% Avenex 00/16-32-38-20W4M 00/16-32-38-20W4M/0 11-16-39-20W4M 10%

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT-IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS AND OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

C. ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED INTERESTS IN 2 EQUIPMENT AND PRODUCTION FACILITIES ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY BATTERY, SEPARATOR, COMPRESSOR STATION, GAS PROCESSING PLANT, GATHERING SYSTEM, PIPELINE, PRODUCTION STORAGE FACILITY OR WAREHOUSE, SURFACE AND SUBSURFACE MACHINERY, APPARATUS, FACILITIES AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OR HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, COMPUTERS, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).

D. ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY INTERESTS IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID) AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHIN PIPELINES AND FLOWLINES.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

- E. PROCEEDS: PROCEEDS IN ANY FORM RESULTING DIRECTLY OR INDIRECTLY Current FROM THE SALE OF OR OTHER DEALING WITH ANY OF THE COLLATERAL DESCRIBED HEREIN INCLUDING WITHOUT LIMITATION ALL:
 - ACCOUNTS,
 - CHEQUES,
 - CONTRACT RIGHTS,
 - CHATTEL PAPER,
 - DOCUMENTS OF TITLE,
 - INSTRUMENTS,
 - INTANGIBLES,
 - MONEYS,
 - SECURITIES.
 - AMOUNTS PAID OR PAYABLE PURSUANT TO POLICIES OF INSURANCE COVERING THE COLLATERAL OR THAT INDEMNIFY OR COMPENSATE FOR LOSS OR DAMAGE TO THE COLLATERAL; AND ANY OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN SUCH COLLATERAL OR PROCEEDS THEREOF ARE SOLD, COLLECTED, DISPOSED, EXCHANGED OR OTHERWISE DEALT WITH AND ALL PROCEEDS OF PROCEEDS, WHETHER OF THE SAME OR OF A DIFFERENT TYPE, CLASS, ITEM OR KIND AS THE ORIGINAL COLLATERAL OR PROCEEDS.

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031921204

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-19 Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES NORTHERN ALBERTA PARTNERSHIP

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8 Email: jelena.molnar@cnrl.com

Email. Jelena.momai @ciii.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

 Block
 Description
 Status

 1
 ALL RIGHTS, TITLE AND INTEREST, TO THE EXTENT SUCH RIGHT, TITLE AND
 Current

ALL RIGHTS, TITLE AND INTEREST, TO THE EXTENT SUCH RIGHT, TITLE AND INTEREST EXISTS WHICH IS EXPRESSLY DENIED, ON THE DEBTOR'S SHARE OF RESIDUE GAS AND PLANT PRODUCTS SUPPLIED PURSUANT TO THE GALLOWAY AREA GAS TRANSPORTATION AND PROCESSING AGREEMENT DATED JUNE 1, 2001 ORIGINALLY BETWEEN RIO ALTO EXPLORATION AND NCE PETROFUND CORP. INCLUDING, WITHOUT LIMITATION, ALL RESIDUE GAS AND PLANT

PRODUCTS PROCESSED FROM THE FOLLOWING WELLS:

100060505324W500 100130605324W502 100140705324W500 1T1010100101W100

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Search ID #: Z17254999 Date of Search: 2024-Apr-12 **Time of Search:** 12:35:09

Registration Number: 20031921222

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-19 Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: No: 1 Debtor

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

> 2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status Current

2 CANADIAN NATURAL RESOURCES LIMITED

> 2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block **Description Status** ALL RIGHTS, TITLE AND INTEREST, TO THE EXTENT SUCH RIGHT, TITLE AND 1 Current

INTEREST EXISTS WHICH IS EXPRESSLY DENIED, ON THE DEBTOR'S SHARE OF PRODUCER GAS SUPPLIED PURSUANT TO THE EAST WATTS GAS TRANSPORTATION AGREEMENT DATED JUNE 22, 2001 ORIGINALLY BETWEEN

CANADIAN NATURAL RESOURCES AND SENECA ENERGY CANADA INC.

INCLUDING, WITHOUT LIMITATION, ALL PRODUCER GAS PROCESSED FROM THE

FOLLOWING WELLS: 100121503115W400 100122203115W402 100132703115W400

102103003015W400

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031921270

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-19 Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block Description

ALL RIGHTS, TITLE AND INTEREST, TO THE EXTENT SUCH RIGHT, TITLE AND INTEREST EXISTS WHICH IS EXPRESSLY DENIED, ON THE DEBTOR'S SHARE OF PETROLEUM SUBSTANCES SUPPLIED PURSUANT TO THE RACOSTA BATTERY & SWD FACILITIES WELL EFFLUENT PROCESSING AND WATER DISPOSAL AGREEMENT DATED JANUARY 1, 2003 ORIGINALLY BETWEEN CONOCOPHILLIPS CANADA RESOURCES CORP. AND SENECA ENERGY CANADA INC. INCLUDING, WITHOUT LIMITATION, ALL PETROLEUM SUBSTANCES PROCESSED FROM THE FOLLOWING WELLS:

1T1010100101W100

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031921289

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-19 Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES NORTHERN ALBERTA PARTNERSHIP

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8 Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block Description

ALL RIGHTS, TITLE AND INTEREST, TO THE EXTENT SUCH RIGHT, TITLE AND INTEREST EXISTS WHICH IS EXPRESSLY DENIED, ON THE DEBTOR'S SHARE OF PRODUCER INLET SUBSTANCES AND PRODUCER OUTLET SUBSTANCES, AND IN SOURCES, PURSUANT TO THE WASKAHIGAN GAS HANDLING AGREEMENT DATED JUNE 1, 2012 BETWEEN CANADIAN NATURAL RESOURCES NORHTERN ALBERTA PARTNERSHIP AND NAL ENERGY CORPORATION INCLUDING, WITHOUT LIMITATION, ALL PRODUCER INLET SUBSTANCES AND PRODUCER OUTLET SUBSTANCES HANDLED FROM THE FOLLOWING WELLS:

100062606321W502 1T1010100101W100

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031921291

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-19 Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status Current

2 CANADIAN NATURAL RESOURCES LIMITED

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Personal Property Registry Search Results Report

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Search ID #: Z17254999

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	natera	٠.	General

Conateral. General				
Block	<u>Description</u>	<u>Status</u>		
1	ALL RIGHTS, TITLE AND INTEREST, TO THE EXTENT SUCH RIGHT, TITLE AND INTEREST EXISTS WHICH IS EXPRESSLY DENIED, ON THE DEBTOR'S SHARE OF PRODUCER INLET SUBSTANCES, PRODUCER OUTLET SUBSTANCES SUPPLIED PURSUANT TO THE STANMORE AREA GAS HANDLING AGREEMENT EFFECTIVE JULY 1, 2015 BETWEEN CANADIAN NATURAL RESOURCES AND CONA RESOURCES LTD. 100022003012W400 100022302811W400 10002302811W400 100060202911W402 100062502912W400 100070403014W400 100070802811W400 100070802811W400 100072203113W400 100092203113W400 100092203113W400 100090402811W400 10011803113W403 100112602811W400 100112602811W400 100112602811W400 100120502811W400 100120502811W400 100120502811W400 100120502811W400 100121603113W402 100122502912W400 100142502912W400 100142502912W400	Current		

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031921303 Registration Date: 2020-Mar-19 Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status Current

2 CANADIAN NATURAL RESOURCES LIMITED

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Col	lateral	ŀ	General
CUI	ıaıcıa	۱.	General

Block	<u>Description</u>	Status
1	ALL RIGHTS, TITLE AND INTEREST, TO THE EXTENT SUCH RIGHT, TITLE AND INTEREST EXISTS WHICH IS EXPRESSLY DENIED, ON THE DEBTOR'S SHARE OF PRODUCER INLET SUBSTANCES AND PRODUCER OUTLET SUBSTANCES SUPPLIED PURSUANT TO THE BIGSTONE GAS HANDLING AGREEMENT DATED SEPTEMBER 1, 2009 BETWEEN CANADIAN NATURAL RESOURCES AND NAL RESOURCES LIMITED, INCLUDING, WITHOUT LIMITATION, ALL PRODUCER INLET SUBSTANCES AND PRODUCER OUTLET SUBSTANCES HANDLED FROM THE FOLLOWING WELLS: 100042402611W403 100071402611W403 100072602611W403 100091002610W404 100111302611W402 100141402611W403	Current
2	PROCEEDS: GOODS AND ACCESSIONS THERETO, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT ANY	Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031921397

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-19 Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status Current

2 CANADIAN NATURAL RESOURCES LIMITED

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL RIGHTS, TITLE AND INTEREST, TO THE EXTENT SUCH RIGHT, TITLE AND INTEREST EXISTS WHICH IS EXPRESSLY DENIED, ON THE DEBTOR'S SHARE OF PRODUCER INLET SUBSTANCES, PRODUCER OUTLET SUBSTANCES, PURSUANT TO CESSFORD AREA GAS HANDLING AGREEMENT DATED JUNE 1, 2019 AND BETWEEN CANADIAN NATURAL RESOURCES AND CONA RESOURCES LTD. INCLUDING, WITHOUT LIMITATION, ALL PRODUCER INLET SUBSTANCES, PRODUCER OUTLET SUBSTANCES FROM THE FOLLOWING WELLS: 100021602515W400 100060902515W400 100100402616W400 100100402616W400 100100902515W400 100140902515W400 100140902515W400 100140902515W400 100160902515W400 100160902515W400 100160902515W400 100160902515W400 10010000000000000000000000000000000	Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031921412

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-19 Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status Current

2 CANADIAN NATURAL RESOURCES LIMITED

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Collateral: General

Block	<u>Description</u>	Status
1	ALL RIGHTS, TITLE AND INTEREST, TO THE EXTENT SUCH RIGHT, TITLE AND INTEREST EXISTS WHICH IS EXPRESSLY DENIED, ON THE DEBTOR'S SHARE OF PRODUCER INLET SUBSTANCES, PRODUCER OUTLET SUBSTANCES SUPPLIED PURSUANT TO THE HANNA AREA GAS HANDLING AGREEMENT EFFECTIVE JUNE 1, 2017 BETWEEN CANADIAN NATURAL RESOURCES AND PENGROWTH ENERGY CORPORTION INCLUDING, WITHOUT LIMITATION, ALL PRODUCER INLET SUBSTANCES, PRODUCER OUTLET SUBSTANCES PROCESSED FROM THE FOLLOWING WELLS: 100013103311W400 100032703412W400 100032803412W400 100063503312W400 100063503312W400 100063503312W400 100083603312W400 100122203412W400 100133103311W400 100143603312W400 100152203412W400 100163503312W400 100163503311W400	Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Search ID #: Z17254999 Date of Search: 2024-Apr-12 **Time of Search:** 12:35:09

Registration Number: 20031921426

Registration Type: SECURITY AGREEMENT

Registration Status: Current Registration Date: 2020-Mar-19

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: No: 1 Debtor

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

> 2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status Current

2 CANADIAN NATURAL RESOURCES LIMITED

> 2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block **Description Status** 1 ALL RIGHTS, TITLE AND INTEREST, TO THE EXTENT SUCH RIGHT, TITLE AND Current INTEREST EXISTS WHICH IS EXPRESSLY DENIED, ON THE DEBTOR'S SHARE OF PRODUCER INLET SUBSTANCES, PRODUCER OUTLET SUBSTANCES SUPPLIED PURSUANT TO THE HILLSDOWN AREA GAS HANDLING AGREEMENT EFFECTIVE

JUNE 1, 2017 BETWEEN CANADIAN NATURAL RESOURCES AND CONA RESOURCES LTD. INCLUDING, WITHOUT LIMITATION, ALL PRODUCER INLET SUBSTANCES, PRODUCER OUTLET SUBSTANCES PROCESSED FROM THE

FOLLOWING WELLS: 100100603725W402 1P1140403725W400 1T1010100101W100

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031921556 Registration Date: 2020-Mar-19 Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block Description

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SLICH INTERESTS EXIST WHICH IS EXPRESS IN DENIED IN AR CROWN LEASE(S)

SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 107954 GOVERNED BY AND EARNED PURSUANT TO THE FARMOUT AND OPTION AGREEMENT DATED JUNE 25, 1977, ORIGINALLY BETWEEN HUDSON'S BAY OIL AND GAS COMPANY LIMITED AND PETRO-CANADA EXPLORATION INC. (INCORPORATING THE 1974 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS:

TWP 25 RGE 15 W4M: SECTION 10

(THE "JOINT LANDS")

Personal Property Registry Search Results Report

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Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).

Current

D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).

Current

E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031921596 Registration Date: 2020-Mar-19 Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER.

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

BlockDescriptionStatus1A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S)Current

28283 GOVERNED BY AND EARNED PURSUANT TO THE OPERATING AGREEMENT DATED MARCH 16, 1972, ORIGINALLY BETWEEN ASHLAND OIL CANADA LIMITED AND BOW VALLEY INDUSTRIES LTD. (INCORPORATING THE 1971 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT

LIMITATIONS, LANDS DESCRIBED AS:

TWP 13 RGE 11 W4M: SECTION 27; TWP 13 RGE 11 W4M: SECTIONS 33, 34

(THE "JOINT LANDS")

Personal Property Registry Search Results Report

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Search ID #: Z17254999

- B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current 2 SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.
- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE 3 Current EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED. IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- Current D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL 4 PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION. PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL 5 Current PROPERTY INTERESTS. TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED. IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.
- 6 F. PROCEEDS: GOODS AND ACCESSIONS THERETO, CHATTEL PAPER, Current INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031921603

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-19 Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block Description

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 0478040011 GOVERNED BY AND EARNED PURSUANT TO THE POOLING AND

FARMIN AGREEMENT DATED JUNE 24, 1982, ORIGINALLY BETWEEN OMEGA HYDROCARBONS LTD. AND SUNCOR INC. (INCORPORATING THE 1981

OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS:

TWP 34 RGE 12 W4M: S OF SECTION 13

(THE "JOINT LANDS")

Personal Property Registry Search Results Report

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Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).

Current

E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

F. PROCEEDS: GOODS AND ACCESSIONS THERETO, CHATTEL PAPER,
INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY,
INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY
SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS
THERETO) AND INSURANCE PROCEEDS.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031921613

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-19 Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED, ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

 Block
 Description
 Status

 1
 A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT
 Current

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 14653, 21318 AND FH HEADLEASE DATED DECEMBER 1, 1993 GOVERNED BY AND EARNED PURSUANT TO THE AGREEMENT DATED JUNE 30, 1978, ORIGINALLY AMONG WESTCOAST PETROLEUM LTD., SULPETRO OF CANADA LTD., HUDSON'S BAY OIL AND GAS COMPANY LIMITED AND CANPAR OIL & GAS LTD. INCLUDING,

WITHOUT LIMITATIONS, LANDS DESCRIBED AS:

TWP 31 RGE 13 W4M: NE OF SECTION 18; TWP 31 RGE 13 W4M: SE OF SECTION 18; TWP 31 RGE 13 W4M: W OF SECTION 18

(THE "JOINT LANDS")

Personal Property Registry Search Results Report

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Search ID #: Z17254999

- B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.
- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE 3 Current EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED. IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL Current PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- 5 E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL Current PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.
- 6 F. PROCEEDS: GOODS AND ACCESSIONS THERETO, CHATTEL PAPER, Current INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031921625 Registration Date: 2020-Mar-19 Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

BlockDescriptionStatus1A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT
SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S)Current

SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 6912 GOVERNED BY AND EARNED PURSUANT TO THE OPERATING AGREEMENT DATED APRIL 25, 1974, ORIGINALLY BETWEEN CANADIAN INDUSTRIAL GAS & OIL LTD. AND GREAT NORTHERN OIL, LTD. (INCORPORATING THE 1971 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT

LIMITATIONS, LANDS DESCRIBED AS:

TWP 8 RGE 17 W4M: E OF SECTION 15

(THE "JOINT LANDS")

Personal Property Registry Search Results Report

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Search ID #: Z17254999

- B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current 2 SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.
- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE 3 Current EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED. IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- Current D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL 4 PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION. PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL 5 Current PROPERTY INTERESTS. TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED. IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.
- 6 F. PROCEEDS: GOODS AND ACCESSIONS THERETO, CHATTEL PAPER, Current INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031921654

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-19 Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block Description

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SLICH INTERESTS EXIST WHICH IS EXPRESSLY DENIED IN AR CROWN LEASE(S)

SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 38547 GOVERNED BY AND EARNED PURSUANT TO THE JOINT VENTURE AGREEMENT DATED NOVEMBER 17, 1980, ORIGINALLY BETWEEN DORCHESTER EXPLORATION, INC., MISSION OIL & GAS LTD. AND RAVENNA RESOURCES LTD. (INCORPORATING THE 1974 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS:

TWP 34 RGE 12 W4M: SECTION 22; TWP 34 RGE 12 W4M: SECTION 22

(THE "JOINT LANDS")

Personal Property Registry Search Results Report

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Search ID #: Z17254999

- B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.
- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE 3 Current EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED. IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL Current PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- 5 E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL Current PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.
- 6 F. PROCEEDS: GOODS AND ACCESSIONS THERETO, CHATTEL PAPER, Current INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031921682

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-19 Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block Description

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SLICH INTERESTS EXIST WHICH IS EXPRESS IN DENIED IN AR CROWN LEASE(S)

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 25389A GOVERNED BY AND EARNED PURSUANT TO THE JOINT OPERATING AGREEMENT DATED FEBRUARY 1, 1989, ORIGINALLY BETWEEN COLWYN OIL & GAS LTD. AND SABA ENERGY LTD. (INCORPORATING THE 1981 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT

LIMITATIONS, LANDS DESCRIBED AS: TWP 34 RGE 11 W4M: N OF SECTION 15 TWP 34 RGE 11 W4M: NW OF SECTION 14

Personal Property Registry Search Results Report

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Search ID #: Z17254999

- B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current 2 SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.
- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE 3 Current EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED. IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- Current D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL 4 PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION. PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL 5 Current PROPERTY INTERESTS. TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED. IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.
- 6 F. PROCEEDS: GOODS AND ACCESSIONS THERETO, CHATTEL PAPER, Current INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031921690

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-19 Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block Description

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SLICH INTERESTS EXIST WHICH IS EXPRESSLY DENIED IN AR CROWN LEASE(S)

SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 38547 GOVERNED BY AND EARNED PURSUANT TO THE OVERRIDING ROYALTY AGREEMENT DATED JANUARY 23, 1980, ORIGINALLY AMONG NARAL RESOURCES LTD., ORION CONSTRUCTION LTD. AND RAVENNA RESOURCES LTD. INCLUDING,

WITHOUT LIMITATIONS, LANDS DESCRIBED AS: TWP 34 RGE 12 W4M: SECTION 22;

Personal Property Registry Search Results Report

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Search ID #: Z17254999

- B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current 2 SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.
- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE 3 Current EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED. IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- Current D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL 4 PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION. PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL 5 Current PROPERTY INTERESTS. TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED. IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.
- 6 F. PROCEEDS: GOODS AND ACCESSIONS THERETO, CHATTEL PAPER, Current INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031921703 Registration Date: 2020-Mar-19 Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

BlockDescriptionStatus1A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENTCurrent

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 10896 GOVERNED BY AND EARNED PURSUANT TO THE FARMOUT AGREEMENT DATED FEBRUARY 9, 1988, ORIGINALLY BETWEEN CABRE EXPLORATION LTD. AND SABA ENERGY LTD. (INCORPORATING THE 1981 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS

DESCRIBED AS:

TWP 36 RGE 27 W4M: S + NE OF SECTION 28

Personal Property Registry Search Results Report

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Search ID #: Z17254999

- B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.
- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE 3 Current EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED. IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL Current PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- 5 E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL Current PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.
- 6 F. PROCEEDS: GOODS AND ACCESSIONS THERETO, CHATTEL PAPER, Current INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031921778

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-19 Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status Current

2 CANADIAN NATURAL RESOURCES LIMITED, ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Personal Property Registry Search Results Report

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Search ID #: Z17254999

	Search ID #: 217254999					
Collate	Collateral: General					
Block	<u>Description</u>	Status				
1	A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 29260 GOVERNED BY AND EARNED PURSUANT TO THE FARMOUT AND OPTION AGREEMENT DATED JUNE 24, 1977, ORIGINALLY AMONG SAMEDAN OIL OF CANADA, INC., HUDSON'S BAY OIL AND GAS COMPANY LIMITED, SULPETRO OF CANADA LTD., CANADIAN OCCIDENTAL PETROLEUM LTD. AND SCURRY-RAINBOW OIL LIMITED (INCORPORATING THE 1974 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS: TWP 34 RGE 12 W4M: N OF SECTION 28; TWP 34 RGE 12 W4M: S OF SECTION 28 (THE "JOINT LANDS")	Current				
2	B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.	Current				
3	C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).	Current				
4	D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).	Current				
5	E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.	Current				
6	F. PROCEEDS: GOODS AND ACCESSIONS THERETO, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY	Current				

SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031921788 Registration Date: 2020-Mar-19 Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block Description A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SLICH INTERESTS EXIST WHICH IS EXPRESSLY DENIED IN AB CROWN LEASE(S)

SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 0177110007 AND 0177110006 GOVERNED BY AND EARNED PURSUANT TO THE FARMOUT AGREEMENT DATED MAY 22, 1980, ORIGINALLY BETWEEN BOWRIO RESOURCES LIMITED, RANGER OIL LIMITED AND SAMEDAN OIL OF CANADA, INC. (INCORPORATING THE 1974 OPERATING PROCEDURE) THE "OPERATING

AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS: TWP 33 RGE 12 W4M: SECTION 15;

TWP 33 RGE 12 W4M: SECTION 35, 36

Personal Property Registry Search Results Report

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Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).

Current

E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

F. PROCEEDS: GOODS AND ACCESSIONS THERETO, CHATTEL PAPER,
INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY,
INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY
SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS
THERETO) AND INSURANCE PROCEEDS.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031921949

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-19 Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status Current

2 CANADIAN NATURAL RESOURCES LIMITED, ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Collateral: General					
Block	Description	Status			
1	A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 40813, 0476090131, 107966 AND AB FREEHOLD LEASE(S) DATED SEPTEMBER 11, 1972 GOVERNED BY AND EARNED PURSUANT TO THE AGREEMENT DATED NOVEMBER 3, 1980, ORIGINALLY BETWEEN OCELOT INDUSTRIES LTD. AND PHOENIX RESOURCES COMPANY (INCORPORATING THE 1974 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS: TWP 26 RGE 16 W4M: N OF SECTION 4; TWP 26 RGE 16 W4M: SW PTN OF SECTION 4; (THE "JOINT LANDS")	Current			
2	B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.	Current			
3	C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).	Current			
4	D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).	Current			
5	E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.	Current			
6	F. PROCEEDS: GOODS AND ACCESSIONS THERETO, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.	Current			

THERETO) AND INSURANCE PROCEEDS.

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031921957

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-19 Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER.

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block Description

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SHICH INTERESTS EXIST WHICH IS EXPRESS! Y DENIED IN AB CROWN LEASE(S)

SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 107966 GOVERNED BY AND EARNED PURSUANT TO THE FISH LAKE FARMOUT DATED SEPTEMBER 11, 1973, ORIGINALLY BETWEEN KING RESOURCES COMPANY AND ORIOLE OIL & GAS LTD. (INCORPORATING THE 1990 OPERATING

PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT

LIMITATIONS, LANDS DESCRIBED AS: TWP 26 RGE 16 W4M: N OF SECTION 4 TWP 26 RGE 16 W4M: SECTION 9

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Search ID #: Z17254999

- B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.
- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE 3 Current EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED. IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL Current PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- 5 E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL Current PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.
- F. PROCEEDS: GOODS AND ACCESSIONS THERETO, CHATTEL PAPER, Current INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031921981

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-19 Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status Current

2 CANADIAN NATURAL RESOURCES LIMITED, ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Col	latera	l:	General
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Block	<u>Description</u>	<u>Status</u>
1	A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 20839, 14719, 22520, 21319, 21706, 22518, 22519, 20836 AND AB FREEHOLD LEASE (S) DATED JULY 26, 1978 GOVERNED BY AND EARNED PURSUANT TO THE AGREEMENT DATED JANUARY 9, 1970, ORIGINALLY BETWEEN WESTCOAST PRODUCTION CO. LTD. AND SULPETRO OF CANADA LTD. (INCORPORATING THE 1974 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS: TWP 29 RGE 10 W4M: SECTION 30; TWP 30 RGE 10 W4M: SECTION 18; TWP 30 RGE 11 W4M: SECTION 10; TWP 30 RGE 11 W4M: SECTION 10; TWP 30 RGE 11 W4M: SECTION 16; TWP 31 RGE 13 W4M: SECTION 10; TWP 31 RGE 13 W4M: SECTION 22; TWP 31 RGE 14 W4M: NE OF SECTION 26; TWP 31 RGE 14 W4M: SECTION 25 (THE "JOINT LANDS")	Current
2	B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.	Current
3	C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).	Current
4	D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).	Current
5	E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.	Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

F. PROCEEDS: GOODS AND ACCESSIONS THERETO, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031921998 Registration Date: 2020-Mar-19 Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status Current

2 CANADIAN NATURAL RESOURCES LIMITED, ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Col	latera	l:	General
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<u>Block</u>	<u>Description</u>	<u>Status</u>
1	A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 23377 AND 0480050017 GOVERNED BY AND EARNED PURSUANT TO THE POOLING AGREEMENT DATED OCTOBER 25, 1986, ORIGINALLY AMONG PALOMA PETROLEUM LTD., PRIMARY EXPLORATION LTD., CHARTERHALL OIL CANADA LTD., BANKENO RESOURCES LTD., FIRST DEVONIAN EXPLORATIONS LTD., DOME PETROLEUM LIMITED, HUDSON'S BAY OIL AND GAS COMPANY LIMITED, ASAMERA INC., AND ULTRAMAR OIL AND GAS CANADA LIMITED, PA (INCORPORATING THE 1981 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS: TWP 30 RGE 12 W4M: E OF SECTION 20; TWP 30 RGE 12 W4M: W OF SECTION 20 (THE "JOINT LANDS")	
2	B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.	Current
3	C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).	Current
4	D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).	Current
5	E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS	Current

EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS

PER THE OPERATING AGREEMENT.

Personal Property Registry Search Results Report

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Search ID #: Z17254999

F. PROCEEDS: GOODS AND ACCESSIONS THERETO, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031922007

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-19 Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED, ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

BlockDescriptionStatus1A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT
SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S)Current

0481020130 AND 0481020132 GOVERNED BY AND EARNED PURSUANT TO THE JOINT OPERATING AGREEMENT DATED FEBRUARY 26, 1981, ORIGINALLY AMONG RANGER OIL LIMITED, SAMEDAN OIL OF CANADA, INC., NEOMAR RESOURCES LIMITED, AND SUNCOR INC. (INCORPORATING THE 1974 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT

LIMITATIONS, LANDS DESCRIBED AS: TWP 31 RGE 14 W4M: SECTION 12;

TWP 31 RGE 14 W4M: SECTION 34

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Search ID #: Z17254999

- B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.
- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).

Current

D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).

Current

E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

F. PROCEEDS: GOODS AND ACCESSIONS THERETO, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.

Current

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031922069

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-19 Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block

Description

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB FREEHOLD LEASE (S) DATED JUNE 29, 1994 GOVERNED BY AND EARNED PURSUANT TO THE FARMOUT AND OPTION AGREEMENT DATED JUNE 29, 1994, ORIGINALLY BETWEEN MANNVILLE OIL & GAS LTD. AND PANCANADIAN PETROLEUM LIMITED (INCORPORATING THE 1990 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS: TWP 25 RGE 16 W4M: S PTN+NW PTN OF SECTION 24; (THE "JOINT LANDS")

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Current

Search ID #: Z17254999

- B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.
- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES,

TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER

D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).

COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).

- 5 E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL Current PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.
- 6 F. PROCEEDS: GOODS AND ACCESSIONS THERETO, CHATTEL PAPER, Current INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Search ID #: Z17254999 Date of Search: 2024-Apr-12 **Time of Search:** 12:35:09

Registration Number: 20031922107

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-19 Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

> 2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

> 2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block **Description Status** 1 A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 0480050017 GOVERNED BY AND EARNED PURSUANT TO THE AGREEMENT DATED

MAY 9, 1980, ORIGINALLY AMONG PALOMA PETROLEUM LTD., TURBO RESOURCES LIMITED, SURF OILS LTD. AND DEVONIAN RESOURCES CO. LTD. (INCORPORATING THE 1974 OPERATING PROCEDURE) THE "OPERATING

AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS: TWP 30 RGE 12 W4M: E OF SECTION 20;

Personal Property Registry Search Results Report

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Search ID #: Z17254999

- B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.
- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE 3 Current EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED. IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL Current PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL Current PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.
- 6 F. PROCEEDS: GOODS AND ACCESSIONS THERETO, CHATTEL PAPER, Current INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031922113 Registration Date: 2020-Mar-19 Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status Current

2 CANADIAN NATURAL RESOURCES LIMITED, ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Personal Property Registry Search Results Report

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Search ID #: Z17254999

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Block	<u>Description</u>	<u>Status</u>
1	A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 21707A GOVERNED BY AND EARNED PURSUANT TO THE OPERATING AGREEMENT DATED OCTOBER 31, 1983, ORIGINALLY AMONG HUDSON'S BAY OIL AND GAS COMPANY LIMITED, WESTCOAST PETROLEUM LTD., CANADIAN SUPERIOR OIL LTD., MERLAND EXPLORATIONS LIMITED AND RING PETROLEUM INC. (INCORPORATING THE 1981 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS: TWP 32 RGE 14 W4M: N+SW OF SECTION 2; TWP 32 RGE 14 W4M: SECTION 1; TWP 32 RGE 14 W4M: SECTION 2; (THE "JOINT LANDS")	Current
2	B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.	Current
3	C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).	Current
4	D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).	Current
5	E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS	Current

EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS

PER THE OPERATING AGREEMENT.

Personal Property Registry Search Results Report

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Search ID #: Z17254999

F. PROCEEDS: GOODS AND ACCESSIONS THERETO, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031922161

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-19 Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status Current

2 CANADIAN NATURAL RESOURCES LIMITED, ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Personal Property Registry Search Results Report

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Search ID #: Z17254999

	Search ID #: 217254999						
Collate	Collateral: General						
Block	Description	Status					
1	A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB FREEHOLD LEASE (S) DATED FEBRUARY 19, 1970, JULY 26, 1978 AND JUNE 24, 1992 GOVERNED BY AND EARNED PURSUANT TO THE POOLING AND FARMOUT AGREEMENT DATED JULY 29, 1980, ORIGINALLY AMONG WESTCOAST PETROLEUM LTD., HUDSON'S BAY OIL AND GAS COMPANY LIMITED AND SULPETRO LIMITED (INCORPORATING THE 1974 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS: TWP 30 RGE 11 W4M: E PTN OF SECTION 19; TWP 30 RGE 11 W4M: NE PTN OF SECTION 19; TWP 30 RGE 11 W4M: W OF SECTION 19 (THE "JOINT LANDS")	Current					
2	B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.	Current					
3	C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).	Current					
4	D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).	Current					
5	E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.	Current					
6	F. PROCEEDS: GOODS AND ACCESSIONS THERETO, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY	Current					

SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031922178

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-19 Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

BlockDescriptionStatus1A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENTCurrent

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 20839 AND AB FH HEADLEASE DATED OCTOBER 4, 1990 GOVERNED BY AND EARNED PURSUANT TO THE POOLING AND PARTICIPATION AGREEMENT DATED FEBRUARY 3, 1978, ORIGINALLY BETWEEN HUDSON'S BAY OIL AND GAS COMPANY LIMITED AND WESTCOAST PETROLEUM LTD. (INCORPORATING THE 1974 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING,

WITHOUT LIMITATIONS, LANDS DESCRIBED AS: TWP 30 RGE 11 W4M: SE OF SECTION 16;

TWP 30 RGE 11 W4M: W OF SECTION 16

Personal Property Registry Search Results Report

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Search ID #: Z17254999

- B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.
- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).

Current

D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).

Current

E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

F. PROCEEDS: GOODS AND ACCESSIONS THERETO, CHATTEL PAPER,
INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY,
INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY
SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS
THERETO) AND INSURANCE PROCEEDS.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031922193

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-19 Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block Description

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S)

25685 COVERNED BY AND EARNED BURSHANT TO THE EARNOUT AND OPTION

25685 GOVERNED BY AND EARNED PURSUANT TO THE FARMOUT AND OPTION AGREEMENT DATED JULY 24, 1981, ORIGINALLY AMONG CDC OIL & GAS LIMITED, DORCHESTER EXPLORATION, INC. AND PATHFINDER RESOURCES LTD. (INCORPORATING THE 1974 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS:

TWP 30 RGE 14 W4M: SECTION 4

Personal Property Registry Search Results Report

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Search ID #: Z17254999

- B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.
- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE 3 Current EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED. IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL Current PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- 5 E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL Current PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.
- 6 F. PROCEEDS: GOODS AND ACCESSIONS THERETO, CHATTEL PAPER, Current INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.

Personal Property Registry Search Results Report

Page 77 of 249

Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031922216 Registration Date: 2020-Mar-19 Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block Description

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S)

0489110057 GOVERNED BY AND FARNED PURSUANT TO THE FARMOUT

0489110057 GOVERNED BY AND EARNED PURSUANT TO THE FARMOUT AGREEMENT DATED APRIL 2, 1993, ORIGINALLY BETWEEN OPINAC EXPLORATION LIMITED AND MANNVILLE OIL & GAS LTD. (INCORPORATING THE 1990 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT

PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS:

TWP 26 RGE 15 W4M: SECTION 2;

Personal Property Registry Search Results Report

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Search ID #: Z17254999

- B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.
- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).

Current

D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).

Current

E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

F. PROCEEDS: GOODS AND ACCESSIONS THERETO, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.

Current

Personal Property Registry Search Results Report

Page 79 of 249

Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031922279

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-19 Registration Status: Current

Expiry Date: 2030-Mar-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED, ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

BlockDescriptionStatus1A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S)Current

29933A GOVERNED BY AND EARNED PURSUANT TO THE OPERATING AGREEMENT DATED NOVEMBER 12, 1971, ORIGINALLY AMONG SULPETRO OF CANADA LTD., TRIAD OIL MANITOBA LTD. AND ETHYL DEVELOPMENT

CORPORATION INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS:

TWP 32 RGE 14 W4M: SECTION 20

Personal Property Registry Search Results Report

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Search ID #: Z17254999

- B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.
- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).

Current

D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).

Current

E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

F. PROCEEDS: GOODS AND ACCESSIONS THERETO, CHATTEL PAPER,
INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY,
INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY
SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS
THERETO) AND INSURANCE PROCEEDS.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031929428

Registration Type: LAND CHARGE

Registration Date: 2020-Mar-19 F

Registration Status: Current Registration Term: Infinity

Exact Match on:

Debtor

No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 1900, 520 3 AVE SW CALGARY, AB T2P 0R3

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES NORTHERN ALBERTA PARTNERSHIP

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: Jelena.Molnar@cnrl.com

Block Status Current

2 CANADIAN NATURAL RESOURCES LIMITED, ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: Jelena.Molnar@cnrl.com

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20031929471

Registration Type: LAND CHARGE

Registration Date: 2020-Mar-19 Registration Status: Current

Registration Term: Infinity

Exact Match on: Debtor No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 1900, 520 3 AVE SW CALGARY, AB T2P 0R3

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES LIMITED 2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: Jelena.Molnar@cnrl.com

Personal Property Registry Search Results Report

Page 83 of 249

Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004086

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

 Block
 Description
 Status

 1
 A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT
 Current

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 107954A GOVERNED BY AND EARNED PURSUANT TO THE FARMOUT AGREEMENT DATED SEPTEMBER 8, 1992, ORIGINALLY AMONG CRESTAR ENERGY, NORTHERN ENTERPRISES (CANADA) LTD., MANNVILLE OIL & GAS LTD. AND QUADRON RESOURCES LTD. (INCORPORATING THE 1990 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS

DESCRIBED AS:

TWP 25 RGE 15 W4M: SECTION 9;

Personal Property Registry Search Results Report

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Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004095

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block Description

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SHICH INTERESTS EXIST WHICH IS EXPRESS! Y DENIED IN AB CROWN LEASE(S)

SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 0496120093 GOVERNED BY AND EARNED PURSUANT TO THE FARMOUT HEAD AGREEMENT DATED APRIL 22, 2005, ORIGINALLY BETWEEN CONOCOPHILLIPS CANADA RESOURCES CORP. AND DIAMOND TREE RESOURCES LTD. (INCORPORATING THE 1990 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS:

TWP 32 RGE 11 W4M: SECTION 18

Personal Property Registry Search Results Report

Page 86 of 249

Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004119

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block Description

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 21706 AND HEADLEASE DATED SEPTEMBER 8, 2005 GOVERNED BY AND EARNED PURSUANT TO THE POOLING AGREEMENT DATED SEPTEMBER 8, 2005,

ORIGINALLY BETWEEN CONOCOPHILLIPS CANADA RESOURCES CORP. AND ESPRIT EXPLORATION LTD. (INCORPORATING THE 1990 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT

LIMITATIONS, LANDS DESCRIBED AS: TWP 31 RGE 14 W4M: NE OF SECTION 26;

TWP 31 RGE 14 W4M: S+NW OF SECTION 26;

Personal Property Registry Search Results Report

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Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

Page 89 of 249

Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004123

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED, ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

 Block
 Description
 Status

 1
 A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED IN AB CROWN LEASE(S)
 Current

SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 0499070025 GOVERNED BY AND EARNED PURSUANT TO THE OPERATING AGREEMENT DATED JUNE 1, 2003, ORIGINALLY BETWEEN CONOCOPHILLIPS CANADA ENERGY PARTNERSHIP AND PLAYER RESOURCES LTD.

(INCORPORATING THE 1990 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS:

TWP 26 RGE 14 W4M: SECTION 7

Personal Property Registry Search Results Report

Page 90 of 249

Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004154

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block Description

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current

Current Property Property IN AR CROWN LEAST(S)

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 107963 GOVERNED BY AND EARNED PURSUANT TO THE POOLING AGREEMENT DATED JANUARY 26, 2006, ORIGINALLY BETWEEN CONOCOPHILLIPS WESTERN CANADA PARTNERSHIP AND SENECA ENERGY CANADA INC. (INCORPORATING THE 1990 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING,

WITHOUT LIMITATIONS, LANDS DESCRIBED AS:

TWP 25 RGE 16 W4M: NW OF SECTION 36;

Personal Property Registry Search Results Report

Page 92 of 249

Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

Page 93 of 249

Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Search ID #: Z17254999 Date of Search: 2024-Apr-12 **Time of Search: 12:35:09**

Registration Number: 20032004168

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

> 2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

> 2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block **Description Status** 1 Current

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 0497040390 GOVERNED BY AND EARNED PURSUANT TO THE JOINT OPERATING AGREEMENT DATED NOVEMBER 25, 1997, ORIGINALLY BETWEEN GULF CANADA

RESOURCES LIMITED AND PLAYER PETROLEUM CORPORATION (INCORPORATING THE 1990 OPERATING PROCEDURE) THE "OPERATING

AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS:

TWP 28 RGE 11 W4M: SECTION 23;

Personal Property Registry Search Results Report

Page 94 of 249

Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

Page 95 of 249

Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004178

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

 Block
 Description
 Status

 1
 A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS. TO THE EXTENT
 Current

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB FREEHOLD LEASE (S) DATED JULY 26, 1978 GOVERNED BY AND EARNED PURSUANT TO THE ASSIGNMENT OF GAS LEASE AND GRANT DATED JUNE 15, 1970, ORIGINALLY BETWEEN PAWNEE PETROLEUMS LTD. AND WESTCOAST PRODUCTION CO. LTD.

INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS:

TWP 30 RGE 11 W4M: E PTN OF SECTION 19; TWP 30 RGE 11 W4M: E PTN OF SECTION 19;

Personal Property Registry Search Results Report

Page 96 of 249

Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

Page 97 of 249

Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004181

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

BlockDescriptionStatus1A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S)Current

0490060234 GOVERNED BY AND EARNED PURSUANT TO THE JOINT OPERATING AGREEMENT DATED SEPTEMBER 23, 1992, ORIGINALLY BETWEEN MANNVILLE OIL & GAS LTD. AND QUADRON RESOURCES LTD. (INCORPORATING THE 1990 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT

LIMITATIONS, LANDS DESCRIBED AS: TWP 25 RGE 15 W4M: SECTION 16;

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Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004195

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status Current

2 CANADIAN NATURAL RESOURCES LIMITED, ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com



Personal Property Registry Search Results Report

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Search ID #: Z17254999

Collateral: General

Block Description Status 1 A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 0485090362, 24426, 0484110346, 6 FREEHOLD LEASES DATED AUGUST 16, 2006 AND NOVEMBER 9, 2007, GOVERNED BY AND EARNED PURSUANT TO THE NON CROSS CONVEYED POOLING AGREEMENT DATED APRIL 1, 2008, ORIGINALLY AMONG CANADIAN NATURAL RESOURCES LIMITED, APACHE CANADA LTD., BLADON CONSULTANTS, ENCANA CORPORATION, PAWMARK OILS LTD., SIGNALTA RESOURCES LIMITED, ESPRIT AND PAWMARK (INCORPORATING THE 1990 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS: TWP 38 RGE 23 W4M: NE+SW OF SECTION 20; TWP 38 RGE 23 W4M: NW PTN OF SECTION 20; TWP 38 RGE 23 W4M: SE OF SECTION 20; (THE "JOINT LANDS")

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).

D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).

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Search ID #: Z17254999

E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004207 Registration Date: 2020-Mar-20 Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES NORTHERN ALBERTA PARTNERSHIP

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status Current

2 CANADIAN NATURAL RESOURCES LIMITED, ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com



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Search ID #: Z17254999

Collateral: General

Block Description **Status** 1 A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 0577040031 AND 31700, GOVERNED BY AND EARNED PURSUANT TO THE POOLING AND PARTICIPATION AGREEMENT DATED JANUARY 20, 1998, ORIGINALLY AMONG TALISMAN ENERGY INC., NORCEN ENERGY RESOURCES LIMITED, LODESTAR ENERGY INC. AND TORRINGTON RESOURCES LTD. (INCORPORATING THE 1990 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS: TWP 52 RGE 17 W5M: N OF SECTION 23; TWP 52 RGE 17 W5M: N OF SECTION 23: TWP 52 RGE 17 W5M: SE OF SECTION 23; TWP 52 RGE 17 W5M: SE OF SECTION 23 (THE "JOINT LANDS")

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).

D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).

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Search ID #: Z17254999

E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004213

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES NORTHERN ALBERTA PARTNERSHIP

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8 Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED, ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block Description

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 128281 AND 0581110053 GOVERNED BY AND EARNED PURSUANT TO THE FARMOUT AGREEMENT DATED OCTOBER 27, 1986, ORIGINALLY AMONG BP RESOURCES CANADA LIMITED, SOQUIP ALBERTA INC., OAKWOOD PETROLEUMS LTD., SUNCOR INC. AND WESTBURNE PETROLEUM & MINERALS LTD. (INCORPORATING THE 1981 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS: TWP 72 RGE 4 W6M: E OF SECTION 7; TWP 72 RGE 4 W6M: NW OF SECTION 7;

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Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004228

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES NORTHERN ALBERTA PARTNERSHIP

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8 Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block Description

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 5400100010 GOVERNED BY AND EARNED PURSUANT TO THE OPERATING AGREEMENT DATED OCTOBER 26, 2000, ORIGINALLY BETWEEN BP CANADA ENERGY AND NORTHROCK RESOURCES (INCORPORATING THE 1990 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS:
TWP 53 RGE 24 W5M: SECTIONS 6, 7;
TWP 53 RGE 24 W5M: SECTION 5

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Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004239

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES NORTHERN ALBERTA PARTNERSHIP

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8 Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block Description

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 0587020272 GOVERNED BY AND EARNED PURSUANT TO THE FARMOUT LETTER AGREEMENT DATED JUNE 30, 2006, ORIGINALLY BETWEEN PENGROWTH ENERGY PARTNERSHIP AND ARGENT ENERGY INC. (INCORPORATING THE 1990 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS:

TWP 72 RGE 4 W6M: SECTION 9; (THE "JOINT LANDS")

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Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT CONTROL SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004246

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status Current

2 CANADIAN NATURAL RESOURCES LIMITED, ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com



Personal Property Registry Search Results Report

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Search ID #: Z17254999

Collateral: General

Block Description **Status** 1 A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN THREE AB FREEHOLD LEASE(S) DATED JUNE 18, 1971, JUNE 18, 1971 AND MAY 4, 1970 2014 GOVERNED BY AND EARNED PURSUANT TO THE POOLING AGREEMENT DATED JUNE 28, 1975, ORIGINALLY AMONG KERR-MCGEE CORPORATION, PANCANADIAN PETROLEUM LIMITED, CANADIAN SUPERIOR OIL LTD. AND MURPHY OIL COMPANY LTD. (INCORPORATING THE 1971 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS **DESCRIBED AS:** TWP 45 RGE 27 W4M: NE OF SECTION 7; TWP 45 RGE 27 W4M: NW OF SECTION 7; TWP 45 RGE 27 W4M: SE OF SECTION 7; TWP 45 RGE 27 W4M: SW OF SECTION 7; (THE "JOINT LANDS")

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).

D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).

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Search ID #: Z17254999

E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004251

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES NORTHERN ALBERTA PARTNERSHIP

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block Description

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 0586060221 GOVERNED BY AND EARNED PURSUANT TO THE JOINT OPERATING AGREEMENT DATED JUNE 3, 1982, ORIGINALLY BETWEEN CANADIAN

OCCIDENTAL PETROLEUM LTD. AND MURPHY OIL COMPANY LTD. (INCORPORATING THE 1981 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS:

TWP 72 RGE 4 W6M: SECTION 2;

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Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004262

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES LIMITED 2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block Description

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 0487010220 GOVERNED BY AND EARNED PURSUANT TO THE POOLING AND FARMOUT AGREEMENT DATED MARCH 12, 1987, ORIGINALLY AMONG AGIP CANADA LTD., TINTAGEL ENERGY CORPORATION, ALLARO RESOURCES LTD. AND CONSOLIDATED NOREX RESOURCES CORP. (INCORPORATING THE 1981 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS:

TWP 29 RGE 18 W4M: E OF SECTION 5;

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Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT OF SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004275 Registration Date: 2020-Mar-20 Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES NORTHERN ALBERTA PARTNERSHIP

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status Current

2 CANADIAN NATURAL RESOURCES LIMITED, ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Collateral: General

Block Description **Status** 1 A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 027902A002 AND 027902C002 JANUARY 1, 2014 GOVERNED BY AND EARNED PURSUANT TO THE JOINT OPERATING AGREEMENT DATED MARCH 16, 1976, ORIGINALLY AMONG GULF OIL CANADA LIMITED, CHAMPLIN PETROLEUM COMPANY, UNO-TEX PETROLEUM CORPORATION AND HAMILTON BROTHERS CANADIAN GAS COMPANY LTD. (INCORPORATING THE 1974 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS: TWP 46 RGE 17 W5M: SECTIONS 25, 36; TWP 47 RGE 17 W5M: SECTIONS 11,14, 21, 22, 28, 32, 33; TWP 47 RGE 17 W5M: SECTION 1; (THE "JOINT LANDS") 2 Current

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED. IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY. APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).

D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).

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Search ID #: Z17254999

E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

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Current

Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004286

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES LIMITED 2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block Description Status

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 27459 GOVERNED BY AND EARNED PURSUANT TO THE FARMOUT AND OPTION AGREEMENT DATED OCTOBER 14, 1980, ORIGINALLY AMONG BOW VALLEY EXPLORATION, DALCO PETROLEUMS LTD. AND TURBO RESOURCES LIMITED (INCORPORATING THE 1974 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS: TWP 12 RGE 9 W4M: SECTION 33

TVVP 12 RGE 9 VV4IVI. SECTION 3

Personal Property Registry Search Results Report

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Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004309

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES LIMITED 2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block Description

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 0402090368 AND 0497040392 GOVERNED BY AND EARNED PURSUANT TO THE POOLING & JOINT OPERATING AGREEMENT DATED DECEMBER 4, 2002, ORIGINALLY BETWEEN MARATHON CANADA LIMITED AND PLAYER RESOURCES LTD. (INCORPORATING THE 1990 OPERATING PROCEDURE) THE "OPERATING"

AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS:

TWP 28 RGE 17 W4M: SECTION 5; TWP 28 RGE 17 W4M: SECTION 6

Personal Property Registry Search Results Report

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Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004318

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES LIMITED 2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block

Description

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 36244 GOVERNED BY AND EARNED PURSUANT TO THE JOINT OPERATING AGREEMENT DATED OCTOBER 30, 2001, ORIGINALLY BETWEEN MARATHON CANADA LIMITED AND PLAYER RESOURCES LTD. (INCORPORATING THE 1990 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS:
TWP 29 RGE 16 W4M: SECTION 27 (THE "JOINT LANDS")

Personal Property Registry Search Results Report

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Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004323 Registration Date: 2020-Mar-20 Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status Current

2 CANADIAN NATURAL RESOURCES LIMITED, ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Collateral: General

Block	<u>Description</u>	<u>Status</u>
1	A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN 17 AB FREEHOLD LEASES DATED JUNE 18, 1971 GOVERNED BY AND EARNED PURSUANT TO THE FARMOUT AGREEMENT DATED MAY 19, 1971, ORIGINALLY AMONG CENTRAL-DEL RIO OILS LIMITED, BRALORNE PETROLEUMS LTD. AND KERR-MCGEE CORPORATION INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS: TWP 44 RGE 28 W4M: NE OF SECTION 23; TWP 44 RGE 28 W4M: NE OF SECTION 25; TWP 44 RGE 28 W4M: NW OF SECTION 35; TWP 44 RGE 28 W4M: NW OF SECTION 35; TWP 44 RGE 28 W4M: SE OF SECTION 23; TWP 44 RGE 28 W4M: SE OF SECTION 23; TWP 44 RGE 28 W4M: SE OF SECTION 23; TWP 44 RGE 28 W4M: SW OF SECTION 23; TWP 44 RGE 28 W4M: SW OF SECTION 25; TWP 44 RGE 28 W4M: SW OF SECTION 25; TWP 44 RGE 28 W4M: SW OF SECTION 17; TWP 45 RGE 27 W4M: NW OF SECTION 17; TWP 45 RGE 27 W4M: NW OF SECTION 17; TWP 45 RGE 27 W4M: NW OF SECTION 13; TWP 45 RGE 28 W4M: NW OF SECTION 13; TWP 45 RGE 28 W4M: SE OF SECTION 13; TWP 45 RGE 28 W4M: SW OF SECTION 13; TWP 45 RGE 28 W4M: SW OF SECTION 13; TWP 45 RGE 28 W4M: SW OF SECTION 13; TWP 45 RGE 28 W4M: SW OF SECTION 13; TWP 45 RGE 28 W4M: SW OF SECTION 13; TWP 45 RGE 28 W4M: SW OF SECTION 13; TWP 45 RGE 28 W4M: SW OF SECTION 13; TWP 45 RGE 28 W4M: SW OF SECTION 13; TWP 45 RGE 28 W4M: SW OF SECTION 13; TWP 45 RGE 28 W4M: SW OF SECTION 13; TWP 45 RGE 28 W4M: SW OF SECTION 13; TWP 45 RGE 28 W4M: SW OF SECTION 13;	Current
	(THE "JOINT LANDS")	

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).

D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).

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E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004337

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES LIMITED 2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block

Description

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 4429A GOVERNED BY AND EARNED PURSUANT TO THE FARMOUT REQUEST DATED NOVEMBER 13, 1981, ORIGINALLY BETWEEN ATLAS YELLOWKNIFE RESOURCES LIMITED AND MAYNARD ENERGY INC. (INCORPORATING THE 1974 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS:
TWP 28 RGE 17 W4M: SECTION 28;
(THE "JOINT LANDS")

Personal Property Registry Search Results Report

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Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT C SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004348

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES LIMITED 2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block Description

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 0499080207 GOVERNED BY AND EARNED PURSUANT TO THE JOINT OPERATING AGREEMENT DATED MARCH 12, 2003, ORIGINALLY AMONG PROMAX ENERGY INC., GRANDIR RESOURCES LTD., CARP ENERGY LTD., CONSTAR RESOURCES

LTD., GEODYNE ENERGY PRODUCTION INC. AND BONAVISTA PETROLEUM LTD. (INCORPORATING THE 1990 OPERATING PROCEDURE) THE "OPERATING

AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS: TWP 26 RGE 8 W4M: SECTION 6

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Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004356 Registration Date: 2020-Mar-20 Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES LIMITED 2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block

Description

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 0400120024 GOVERNED BY AND EARNED PURSUANT TO THE POOLING AGREEMENT DATED AUGUST 16, 2004, ORIGINALLY BETWEEN EOG RESOURCES CANADA AND TRIFECTA RESOURCES CORP. (INCORPORATING THE 1990 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS: TWP 26 RGE 8 W4M: SECTION 5 (THE "JOINT LANDS")

Personal Property Registry Search Results Report

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Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004383

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES LIMITED 2100, 855 - 2 STREET SW

CALGARY, AB T2P 4J8
Email: jelena.molnar@cnrl.com

Collateral: General

BlockDescriptionStatus1A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S)Current

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 0404030079, 0404030078, 0404030080 AND HEADLEASE DATED APRIL 1, 2004 GOVERNED BY AND EARNED PURSUANT TO THE POOLING AGREEMENT DATED APRIL 2, 2004, ORIGINALLY BETWEEN RESOLUTE ENERGY INC. AND TEAGUE EXPLORATION INC. (INCORPORATING THE 1990 OPERATING PROCEDURE) THE "OPERATION AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS

DESCRIBED AS: TWP 32 RGE 11 W4M: NE OF SECTION 15:

TWP 32 RGE 11 W4M: NW OF SECTION 15;

TWP 32 RGE 11 W4M: SE OF SECTION 15;

TWP 32 RGE 11 W4M: SW OF SECTION 15;

Personal Property Registry Search Results Report

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Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004425

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES LIMITED 2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block Description

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN FOUR (4) AB FREEHOLD LEASE(S) ALL DATED MAY 13, 1971 GOVERNED BY AND EARNED PURSUANT TO THE OPERATING AGREEMENT DATED JANUARY 1, 1985, ORIGINALLY BETWEEN WESTMIN RESOURCES LIMITED AND SOQUIP ALBERTA INC. (INCORPORATING THE 1981 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS: TWP 29 RGE 12 W4M: SECTION 25; (THE "JOINT LANDS")

Personal Property Registry Search Results Report

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Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004441

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status Current

2 CANADIAN NATURAL RESOURCES LIMITED, ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Collateral: General

Block	<u>Description</u>	<u>Status</u>
1	A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 28489, 28479, 28477, 14316, 28485, 28487, 28488 AND AB FREEHOLD LEASE(S) DATED FEBRUARY 27, 1971, FEBRUARY 22, 1971, FEBRUARY 22, 1971, FEBRUARY 11, 1971, FEBRUARY 15, 1971, FEBRUARY 11, 1971 AND MARCH 1, 1971, GOVERNED BY AND EARNED PURSUANT TO THE FARMOUT AGREEMENT DATED MARCH 17, 1971, ORIGINALLY BETWEEN KERR-MCGEE CORPORATION AND BRALORNE PETROLEUMS LTD. INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS: TWP 44 RGE 27 W4M: SECTION 31; TWP 44 RGE 27 W4M: SECTION 19; TWP 44 RGE 27 W4M: SECTION 19; TWP 44 RGE 27 W4M: SECTION 26; TWP 44 RGE 28 W4M: SECTION 26; TWP 44 RGE 28 W4M: SECTION 14; TWP 44 RGE 28 W4M: SECTION 24; TWP 44 RGE 28 W4M: SECTION 34; TWP 44 RGE 28 W4M: SECTION 36; TWP 45 RGE 27 W4M: SECTION 18; TWP 45 RGE 27 W4M: SECTION 18; TWP 45 RGE 27 W4M: SECTION 17; TWP 45 RGE 28 W4M: SECTION 11; TWP 45 RGE 28 W4M: SECTION 12; TWP 45 RGE 28 W4M: SECTION 22; TWP 45 RGE 28 W4M: SECTION 12; TWP 45 RGE 28 W4M: SECTION 12; TWP 45 RGE 28 W4M: SECTION 22;	Current

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Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT C SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004466

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES LIMITED 2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

 Block
 Description
 Status

 1
 A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT
 Current

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 26807 GOVERNED BY AND EARNED PURSUANT TO THE POOLING & FARMOUT AGREEMENT DATED NOVEMBER 1, 1990, ORIGINALLY AMONG INVERNESS PETROLEUM LTD. WAINOCO OIL CORPORATION, AZTEC RESOURCES LTD. AND CUBE ENERGY CORP. (INCORPORATING THE 1981 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS:

TWP 27 RGE 11 W4M: SECTION 31

Personal Property Registry Search Results Report

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Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004477

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES LIMITED 2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block

Description

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 0476100009 GOVERNED BY AND EARNED PURSUANT TO THE DRILLING OPTION DATED JUNE 12, 1979, ORIGINALLY BETWEEN BOW VALLEY INDUSTRIES LTD. AND EAGLE EXPLORATIONS LTD. (INCORPORATING THE 1974 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS:
TWP 28 RGE 10 W4M: SECTION 29;
(THE "JOINT LANDS")

Personal Property Registry Search Results Report

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Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

Page 147 of 249

Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004481

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

 Block
 Description
 Status

 1
 A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT
 Current

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN THE AB CROWN LEASE(S) 0483020012 AND 0484090012 GOVERNED BY AND EARNED PURSUANT TO THE POOLING AND JOINT OPERATING AGREEMENT DATED APRIL 1, 1992, ORIGINALLY AMONG SCEPTRE RESOURCES LIMITED, CANADA NORTHWEST ENERGY LIMITED AND ARCHER RESOURCES LTD. (INCORPORATING THE 1981 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT

LIMITATIONS, LANDS DESCRIBED AS: TWP 29 RGE 12 W4M: SECTION 36

Personal Property Registry Search Results Report

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Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004498

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Description

Block

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 16649 AND 0487020026 GOVERNED BY AND EARNED PURSUANT TO FARM OUT AGREEMENT DATED OCTOBER 1, 1978, ORIGINALLY AMONG CANADIAN OBAS OIL LIMITED, NORTHSTAR RESOURCES LTD., PUBCO CANADIAN PETROLEUM CORPORATION AND MESA PETROLEUM (N.A.) CO. (INCORPORATING THE 1974 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT

LIMITATIONS, LANDS DESCRIBED AS: TWP 29 RGE 11 W4M: SECTION 2;

(THE "JOINT LANDS")

Status Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

Page 151 of 249

Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004507

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

BlockDescriptionStatus1A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S)Current

SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 27547, GOVERNED BY AND EARNED PURSUANT TO THE JOINT OPERATING AND AGREEMENT DATED MARCH 1, 1993, ORIGINALLY BETWEEN BOW VALLEY INDUSTRIES LTD., OLIVER EXPLORATION INC. AND ARCHER RESOURCES LTD. (INCORPORATING THE 1990 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS:

TWP 29 RGE 10 W4M: SECTION 6;

(THE "JOINT LANDS")

Personal Property Registry Search Results Report

Page 152 of 249

Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

Page 153 of 249

Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004514

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES NORTHERN ALBERTA PARTNERSHIP

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status Current

2 CANADIAN NATURAL RESOURCES LIMITED, ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Personal Property Registry Search Results Report

Page 154 of 249

Search ID #: Z17254999

Col	latera	ŀ	General
CU	ıaıcıa	۱.	General

Block Description **Status** A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 0585080383 GOVERNED BY AND EARNED PURSUANT TO THE WASKAHIGAN AREA JOINT OPERATING AGREEMENT DATED MARCH 1, 1988, ORIGINALLY AMONG HUDSON'S BAY OIL AND GAS COMPANY LIMITED, ENCOR ENERGY CORPORATION INC., AEC OIL AND GAS COMPANY A DIVISION OF ALBERTA ENERGY COMPANY LTD., HOME OIL COMPANY LIMITED AND SCURRY- RAINBOW OIL LIMITED (INCORPORATING THE 1981 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS: TWP 63 RGE 22 W5M: SECTION 29; TWP 63 RGE 22 W5M: SECTION 32; (THE "JOINT LANDS")

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT 2 SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY. APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).

D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).

E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL 3 PROPERTY INTERESTS. TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004528

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block

Description

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 16113B, GOVERNED BY AND EARNED PURSUANT TO THE FARM-IN AND OPTION AGREEMENT DATED APRIL 11, 1995, ORIGINALLY BETWEEN ARCHER RESOURCES LTD. AND WAINCO OIL CORPORATION (INCORPORATING THE 1990 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS: TWP 28 RGE 11 W4M: SECTION 10; (THE "JOINT LANDS")

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Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004538

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status Current

2 CANADIAN NATURAL RESOURCES LIMITED, ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com



Personal Property Registry Search Results Report

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Search ID #: Z17254999

Collateral: General

Block Description **Status** 1 A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN FOUR AB FREEHOLD LEASE(S) DATED MARCH 27, 1998 GOVERNED BY AND EARNED PURSUANT TO THE FARMOUT AGREEMENT DATED NOVEMBER 1, 1979, ORIGINALLY AMONG NORCEN ENERGY RESOURCES LIMITED, TRECO DEVEPOLMENT LTD. AND D.A.S. RESOURCES LTD. (INCORPORATING THE 1974 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS **DESCRIBED AS:** TWP 10 RGE 19 W4M: NE OF SECTION 19; TWP 10 RGE 19 W4M: NW OF SECTION 19; TWP 10 RGE 19 W4M: SE OF SECTION 19; TWP 10 RGE 19 W4M: SW OF SECTION 19; (THE "JOINT LANDS")

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).

D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).

Personal Property Registry Search Results Report

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Search ID #: Z17254999

E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004543

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES LIMITED 2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block Status Description A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 17717 GOVERNED BY AND EARNED PURSUANT TO THE RETROSPECTIVE JOINT OPERATING AGREEMENT DATED JUNE 1, 2001, ORIGINALLY AMONG CANNAT RESOURCES INC., EQUATORIAL ENERGY INC., OLIVER EXPLORATION INC., STEEN RESOURCES LTD., FIRST CALGARY PETROLEUMS LTD., DAUBE EXPLORATION COMPANY, MARY H. JONES, EXECUTRIX OF THE ESTATE OF M. TROY JONES, R.A. RUDKIN CONSULTANTS LIMITED AND IMPERIAL O (INCORPORATING THE 1990 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS: TWP 29 RGE 10 W4M: SECTION 18; (THE "JOINT LANDS")

Personal Property Registry Search Results Report

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Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT OF SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Search ID #: Z17254999 Date of Search: 2024-Apr-12 **Time of Search:** 12:35:09

Registration Number: 20032004553 Registration Date: 2020-Mar-20

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: No: 1 Debtor

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

CANADIAN NATURAL RESOURCES NORTHERN ALBERTA PARTNERSHIP 1

> 2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8 Email: jelena.molnar@cnrl.com

Block Status Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

> 2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block **Description Status** 1 A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S)

059207A411 GOVERNED BY AND EARNED PURSUANT TO THE POOLING AND JOINT OPERATING AGREEMENT DATED FEBRUARY 1, 1989, ORIGINALLY BETWEEN PANCANADIAN PETROLEUM LIMITED AND WAINOCO OIL CORPORATION (INCORPORATING THE 1981 OPERATING PROCEDURE) THE

"OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS

DESCRIBED AS:

TWP 63 RGE 21 W5M: SECTION 26;

(THE "JOINT LANDS")

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Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004565 Registration Date: 2020-Mar-20 Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status Current

2 CANADIAN NATURAL RESOURCES LIMITED, ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Col	latera	l: G	eneral
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Block Description **Status** A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT Current SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN THE AB CROWN LEASE(S) 36770 GOVERNED BY AND EARNED PURSUANT TO THE JOINT OPERATING AGREEMENT DATED JUNE 28, 1980, ORIGINALLY AMONG WESTCOAST PETROLEUM LTD., BP RESOURCES CANADA LIMITED AND PASSBURG PETROLEUMS LTD. (INCORPORATING THE 1981 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS: TWP 32 RGE 12 W4M: NE OF SECTION 26; TWP 32 RGE 12 W4M: SW OF SECTION 36; TWP 32 RGE 12 W4M: SECTION 24; (THE "JOINT LANDS") B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT 2 Current SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING,

- WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.
 - C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY. APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
 - D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL 3 PROPERTY INTERESTS. TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004572

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES NORTHERN ALBERTA PARTNERSHIP

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8 Email: jelena.molnar@cnrl.com

Block Status Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

 Block
 Description
 Status

 1
 A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT
 Current

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 0500080138 AND 30564 GOVERNED BY AND EARNED PURSUANT TO THE (NON-CROSS CONVEYED) POOLING AND EQUALIZATION AGREEMENT DATED MAY 18, 2004, ORIGINALLY AMONG ADDISON ENERGY INC., CANADIAN NATURAL RESOURCES LIMITED AND TALISMAN ENERGY CANADA (INCORPORATING THE 1990 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS DESCRIBED AS:

TWP 52 RGE 18 W5M: SECTION 1;

(THE "JOINT LANDS")

Personal Property Registry Search Results Report

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Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT OF SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004583

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES NORTHERN ALBERTA PARTNERSHIP

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

 Block
 Description
 Status

 1
 A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED IN AB CROWN LEASE(S)
 Current

SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 0585070355 GOVERNED BY AND EARNED PURSUANT TO THE FARMOUT AND OPTION AGREEMENT DATED JULY 15, 1988, ORIGINALLY AMONG HPIL RESOURCES LTD., WILSHIRE OIL OF CANADA, LTD. AND MLC OIL & GAS LTD, OPINAC EXPLORATION LIMITED (INCORPORATING THE 1981 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT

LIMITATIONS, LANDS DESCRIBED AS: TWP 65 RGE 20 W5M: SECTION 19; TWP 65 RGE 20 W5M: SECTION 30:

(THE "JOINT LANDS")

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Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032004615

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-20 Registration Status: Current

Expiry Date: 2030-Mar-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

 Block
 Description
 Status

 1
 A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT
 Current

A. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AB CROWN LEASE(S) 28238A, 0404030675 AND 0402040033 GOVERNED BY AND EARNED PURSUANT TO THE NON CROSS CONVEYED POOLING AGREEMENT DATED MARCH 10, 2005, ORIGINALLY AMONG CANADIAN NATURAL RESOURCES LIMITED, HUSKY OIL OPERATIONS LIMITED, APACHE CANADA LTD.; ESPIRIT EXPLORATION LTD. AND ENCANA CORPORATION (INCORPORATING THE 1990 OPERATING PROCEDURE) THE "OPERATING AGREEMENT" INCLUDING, WITHOUT LIMITATIONS, LANDS

DESCRIBED AS: TWP 33 RGE 20 W4M: SECTION 20;

(THE "JOINT LANDS")

Personal Property Registry Search Results Report

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Search ID #: Z17254999

B. ALL OF THE DEBTOR'S PERSONAL PROPERTY INTERESTS, TO THE EXTENT C SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN WELLS (INCLUDING BUT NOT LIMITED TO ABANDONED, SHUT IN, SUSPENDED, CAPPED, PRODUCING, WATER INJECTION, WATER SOURCE, WASTE DISPOSAL, OIL OR GAS WELLS AND ANY OTHER WELLS) LOCATED ON THE JOINT LANDS, INCLUDING THE WELL BORES, WELLHEAD, AND ALL MATERIALS AND EQUIPMENT IN THE WELLBORE.

Current

- C. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN EQUIPMENT ON THE JOINT LANDS OR LOCATED ELSEWHERE BUT SERVING OR INTENDED TO SERVE ANY WELL OR WELLS LOCATED ON THE JOINT LANDS (INCLUDING WITHOUT LIMITATION ANY SURFACE AND SUBSURFACE MACHINERY, APPARATUS, AND OTHER PROPERTY AND ASSETS OF WHATSOEVER NATURE AND KIND FOR THE PRODUCTION, TREATMENT, STORAGE OR TRANSPORTATION OF HYDROCARBONS, CASING, TUBING, RODS, PUMPS AND PUMPING EQUIPMENT, SEPARATORS, FLOW LINES, TANKS, TREATERS, HEATERS, COMPRESSORS, PLANTS AND SYSTEMS TO TREAT, DISPOSE OF OR INJECT WATER OR OTHER SUBSTANCES, POWER PLANTS, POLES, LINES, TRANSFORMERS, STARTERS, CONTROLLERS, MACHINE SHOPS, TOOLS, SPARE PARTS AND SPARE EQUIPMENT, TELEGRAPH, TELEPHONE, RADIO AND OTHER COMMUNICATION EQUIPMENT, RACKS AND STORAGE FACILITIES).
- D. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN PETROLEUM SUBSTANCES PRODUCED OR RECOVERABLE FROM THE JOINT LANDS (INCLUDING WITHOUT LIMITATION, PETROLEUM, OIL, NATURAL GAS, NATURAL GAS LIQUIDS, METHANE, ETHANE, BUTANE, PROPANE, PENTANES PLUS, CONDENSATE, AND ALL OTHER SUBSTANCES WHETHER LIQUID OR SOLID AND WHETHER HYDROCARBONS OR NOT PRODUCED IN ASSOCIATION THEREWITH INCLUDING ANY SUBSTANCES WITHOUT PIPELINES AND FLOWLINES).
- E. ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INTERESTS, TO THE EXTENT SUCH INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN ANY OTHER JOINT PROPERTY ON THE JOINT LANDS AS PER THE OPERATING AGREEMENT.

Current

Personal Property Registry Search Results Report

Page 172 of 249

Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Search ID #: Z17254999 Date of Search: 2024-Apr-12 **Time of Search: 12:35:09**

Registration Number: 20032006460

Registration Type: LAND CHARGE

Registration Date: 2020-Mar-20

Registration Status: Current Registration Term: Infinity

Exact Match on:

Debtor

No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 1900, 520 3 AVE SW

CALGARY, AB T2P 0R3

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

> 2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: Jelena.Molnar@cnrl.com

Block Status Current

CANADIAN NATURAL RESOURCES LIMITED, ACTING AS GENERAL PARTNER 2

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: Jelena.Molnar@cnrl.com

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032321508

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-23 Registration Status: Current

Expiry Date: 2030-Mar-23 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES NORTHERN ALBERTA PARTNERSHIP

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8 Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block Description

ALL RIGHTS, TITLE AND INTEREST, TO THE EXTENT SUCH RIGHTS, TITLE AND Current INTEREST EXIST WHICH IS EXPRESSLY DENIED, IN AND TO THE DEBTOR'S SHARE OF RESIDUE GAS AND NGLS PURSUANT TO THE AGREEMENT FOR THE CONSTRUCTION, OWNERSHIP AND OPERATION OF THE KAYBOB COMPRESSOR FACILITY EFFECTIVE OCTOBER 1, 1990 AMONG CANADIAN NATURAL RESOURCES NORTHERN ALBERTA PARTNERSHIP, NAL RESOURCES LTD., PARR EXPLORATION & CONSULTING LTD., JEAN L. SCHULTE, AND CONA RESOURCES LTD.

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032321544

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-23 Registration Status: Current

Expiry Date: 2030-Mar-23 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED, ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block Description

ALL RIGHTS, TITLE AND INTEREST, TO THE EXTENT SUCH RIGHTS, TITLE AND INTERESTS EXIST WHICH IS EXPRESSLY DENIED, IN AND TO THE DEBTOR'S FUNCTIONAL UNIT PARTICIPATIONS IN THE FACILITY AND THE DEBTOR'S SHARE OF FACILITY PRODUCTS PURSUANT TO THE AGREEMENT FOR THE CONSTRUCTION, OWNERSHIP AND OPERATION OF THE EAST WATTS 2-4-31-15W4M GAS PLANT EFFECTIVE JANUARY 1, 2003, BETWEEN CANADIAN NATURAL RESOURCES AND CONA RESOURCES LTD.

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Search ID #: Z17254999

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032321557 Registration Date: 2020-Mar-23 Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2030-Mar-23 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block Description

ALL DEBTOR'S RIGHTS, TITLE AND INTEREST, TO THE EXTENT SUCH RIGHTS,
TITLE AND INTEREST EXIST WHICH IS EXPRESSLY DENIED, IN THE PLANT, IN ANY
UNSOLD RESIDUE GAS AND PLANT PRODUCTS, AND IN THE PROCEEDS OF THE
SALE OF ANY RESIDUE GAS AND PLANT PRODUCTS PURSUANT TO THE
AGREEMENT FOR THE OWNERSHIP AND OPERATION OF THE STANMORE GAS
PLANT EFFECTIVE JANUARY 1, 1977, BETWEEN CANADIAN NATURAL RESOURCES
AND CONA RESOURCES LTD.

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Search ID #: Z17254999

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032321582

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-23 Registration Status: Current

Expiry Date: 2030-Mar-23 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

 Block
 Description
 Status

 1
 ALL RIGHTS, TITLE AND INTEREST, TO THE EXTENT SUCH RIGHTS, TITLE AND INTEREST EXIST WHICH IS EXPRESSLY DENIED IN AND TO THE DEBTOR'S
 Current

INTEREST EXIST WHICH IS EXPRESSLY DENIED, IN AND TO THE DEBTOR'S SHARE OF NATURAL GAS OR RESIDUE GAS, LIQUID PRODUCTS OR SULPHUR DERIVED THEREFROM IN THE PLANT PURSUANT TO THE AGREEMENT FOR THE OWNERSHIP AND OPERATION OF THE STANMORE GAS GATHERING FACILITIES EFFECTIVE JANUARY 1, 1977 AMONG CANADIAN NATURAL RESOURCES, CONA RESOURCES LTD., SUNOMA ENERGY, AND PARAMOUNT RESOURCES LTD.

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032321655 Registration Date: 2020-Mar-23 Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2030-Mar-23 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED, ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

RESOURCES AND CONA RESOURCES LTD.

Collateral: General

Block Description

ALL RIGHTS, TITLE AND INTEREST, TO THE EXTENT SUCH RIGHTS, TITLE AND INTEREST EXIST WHICH IS EXPRESSLY DENIED, IN AND TO THE DEBTOR'S FUNCTIONAL UNIT PARTICIPATIONS IN THE FACILITY AND THE DEBTOR'S SHARE OF FACILITY PRODUCTS PURSUANT TO THE AGREEMENT FOR THE CONSTRUCTION, OWNERSHIP AND OPERATION OF THE STANMORE 07-09-030-11W4M GAS PLANT DATED JULY 1, 2016 BETWEEN CANADIAN NATURAL

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Search ID #: Z17254999

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032321748 Registration Date: 2020-Mar-23 Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2030-Mar-23 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block Description

ALL RIGHTS, TITLE AND INTEREST, TO THE EXTENT SUCH RIGHTS, TITLE AND INTEREST EXIST WHICH IS EXPRESSLY DENIED, IN AND TO THE DEBTOR'S FUNCTIONAL UNIT PARTICIPATIONS IN THE FACILITY AND THE DEBTOR'S SHARE OF FACILITY PRODUCTS PURSUANT TO THE AGREEMENT FOR THE CONSTRUCTION, OWNERSHIP AND OPERATION OF THE HANNA GAS GATHERING SYSTEM DATED NOVEMBER 1, 1994 AMONG CANADIAN NATURAL RESOURCES, CONA RESOURCES LTD., AND TAQA NORTH.

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Search ID #: Z17254999

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032321757 Registration Date: 2020-Mar-23 Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2030-Mar-23 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

Block Description

ALL DEBTOR'S RIGHTS, TITLE AND INTEREST, TO THE EXTENT SUCH RIGHTS,
TITLE AND INTEREST EXIST WHICH IS EXPRESSLY DENIED, IN AND TO THE
SALEABLE PRODUCTS RECOVERED FROM ITS GAS AND THE PROCEEDS OF THE
SALE OF SUCH SALEABLE PRODUCTS RECOVERED FROM SUCH GAS PURSUANT
TO THE AGREEMENT FOR THE CONSTRUCTION, OWNERSHIP AND OPERATION
OF THE STANMORE GAS GATHERING SYSTEM T 29-31, R 10-12 W4M DATED
JANUARY 1, 1996 BETWEEN CANADIAN NATURAL RESOURCES AND CONA
RESOURCES LTD.

Personal Property Registry Search Results Report

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Search ID #: Z17254999

PROCEEDS: GOODS AND ACCESSIONS THERETO, CHATTEL PAPER, INVESTMENT Current PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.

Personal Property Registry Search Results Report

Page 187 of 249

Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032321764

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-23 Registration Status: Current

Expiry Date: 2030-Mar-23 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 CANADIAN NATURAL RESOURCES

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Block Status
Current

2 CANADIAN NATURAL RESOURCES LIMITED. ACTING AS GENERAL PARTNER

2100, 855 - 2 STREET SW CALGARY, AB T2P 4J8

Email: jelena.molnar@cnrl.com

Collateral: General

BlockDescriptionStatus1ALL DEBTOR'S RIGHTS, TITLE AND INTEREST, TO THE EXTENT SUCH RIGHTS,
TITLE AND INTEREST EXIST WHICH IS EXPRESSLY DENIED, IN AND TO THECurrent

TITLE AND INTEREST EXIST WHICH IS EXPRESSLY DENIED, IN AND TO THE DEBTOR'S SHARE OF RESIDUE GAS AND CONDENSATE PURSUANT TO THE AGREEMENT FOR THE CONSTRUCTION, OWNERSHIP AND OPERATION OF THE HANNA GAS PLANT DATED JUNE 1, 1981 AMONG CANADIAN NATURAL RESOURCES, CONA RESOURCES LTD., SIGNALTA RESOURCES LIMITED, BELLATRIX EXPLORATION LTD., ADVOCATE OIL & GAS LTD. AND HARVEST OPERATIONS CORP.

Personal Property Registry Search Results Report

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Search ID #: Z17254999

PROCEEDS: GOODS AND ACCESSIONS THERETO, CHATTEL PAPER, INVESTMENT Current PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032801309

Registration Type: LAND CHARGE

Registration Date: 2020-Mar-28 Registration Status: Current

Registration Term: Infinity

Exact Match on: Debtor No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 1700, 222 - 3RD AVENUE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 PARAMOUNT RESOURCES LTD. 2800, 421 7TH AVENUE SW CALGARY, AB T2P 4K9

Email: Mitch.Shier@paramountres.com

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20032801313

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Mar-28 Registration Status: Current

Expiry Date: 2025-Mar-28 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 1700, 222 3RD AVENUE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 PARAMOUNT RESOURCES LTD. 2800, 421 7TH AVENUE SW CALGARY, AB T2P 4K9

Email: Mitch.Shier@paramountres.com

Collateral: General

Block	<u>Description</u>	<u>Status</u>
1	A) All of the Debtor's present and after acquired personal property interests in and to the Kaybob Gas Plant (the "Plant") located on Section 9, Township 64, Range 19, West of the 5th Meridian, all functional units thereof, and all related assets and property, including equipment, machinery, fixtures, materials, pipes, pipelines, valves, fittings, inventory, buildings, foundations and structures;	Current
2	B) All rights, powers and interests of the Debtor arising under the Agreement for the Ownership and Operation of the Plant effective November 1, 1983;	Current
3	C) All of the Debtor's present and after acquired personal property interests in and to: (1) that portion of the Debtor's natural gas or solution gas delivered to the Plant which, after conditioning, is comprised essentially of methane; and (2) all substances recovered from Debtor's natural gas or solution gas and available for delivery from the Plant, including but not limited to ethane, propane, butane, pentanes plus and/or any mixture thereof; and	Current
4	D) All proceeds in any form arising in connection with the collateral described in paragraphs A, B or C above.	Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20061214038

Registration Type: LAND CHARGE

Registration Date: 2020-Jun-12 Registration

Registration Status: Current Registration Term: Infinity

Exact Match on:

Debtor

No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. #1700, 222 - 3RD AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 PRAIRIE PROVIDENT RESOURCES CANADA LTD. 1100, 640 - 5TH STREET SW CALGARY, AB T2P 3G4

Email: jdunne@ppr.ca

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20080628846

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Aug-06 Registration Status: Current

Registration Term: Infinity

Exact Match on: Debtor No: 2

Amendments to Registration

20080633586 Amendment 2020-Aug-06

20081037208 Amendment 2020-Aug-10

20120217852 Amendment 2020-Dec-02

Debtor(s)

1

Block Status

ALPHABOW ENERGY LTD. Deleted by 20080633586

1700,222 3RD AVE SW CALGARY, AB T3P 0B4

CALGARY, AB T2P 0B4

CALGARY, AB T2P 5H1

Block Status
Current by

2 ALPHABOW ENERGY LTD. 20080633586 1700,222 3RD AVE SW

Secured Party / Parties

Block Status
Deleted by

Deleted by

1 SEMCAMS ULD MIDSTREAM 20080633586

2500, 450 1ST STREET SW

Email: brianna.geunther@energytransfer.com

Block Status
Deleted by

Deleted by
2 SEMCAMS ULC MIDSTREAM 20081037208
2500, 450 1ST STREET SW

CALGARY, AB T2P 5H1
Email: brianna.geunther@energytransfer.com



Personal Property Registry Search Results Report

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Current By 20081037208

Search ID #: Z17254999

Block		Status
3	SEMCAMS MIDSTREAM ULC 700-520 3 AVE SW CALGARY, AB T2P 0R3	Deleted by 20120217852
	Email: brianna.guenther@energytransfer.com	
Block 4	ENERGY TRANSFER CANADA ULC SUITE 700, 520 3RD AVENUE SW CALGARY, AB T2P 0R3	Status Current by 20120217852
	Email: Brianna.Guenther@energytransfer.com	
Collate Block	ral: General Description	Status
1	First lien and charge on Debtor's share of residue gas and plant products (as such terms are defined in the Kaybob South No. 3 Gas Processing Agreement, contract# 161107, dated July 12,2012)	Deleted By 20081037208
2	First lien and charge on Debtor's share of residue gas and plant products (such as terms are defined in the Kaybob South Amalgamated Plant No.'s 1 and 2 Gas Processing Agreement, contract# 161105, dated July 12, 2012)	Deleted By 20081037208
3	First lien and charge on Debtor's share of residue gas and plant products (as such terms are defined in the Kaybob South No. 3 Gas Processing Agreement, contract# 161107, dated July 1, 2012)	Current By 20081037208
4	First lien and charge on Debtor's share of residue gas and plant products (such as terms are defined in the Kaybob South Amalgamated Plant No.'s 1 and 2 Gas Processing Agreement, contract# 161105, dated July 1, 2012)	Current By 20081037208
<u>Particu</u>	<u>lars</u>	
<u>Block</u>	Additional Information	<u>Status</u>
1	First charge and lien rising pursuant to contract between predecessor to Creditor and predecessor to Debtor	Deleted By 20081037208
<u>Block</u>	Additional Information	<u>Status</u>
2	First charge and lien rising pursuant to contract between predecessor to Creditor and predecessor to Debtor	Deleted By 20081037208
<u>Block</u>	Additional Information	<u>Status</u>
3	First charge and lien arising pursuant to contract between predecessor to Creditor and predecessor to Debtor	Current By 20081037208
<u>Block</u>	Additional Information	<u>Status</u>

First charge and lien arising pursuant to contract between predecessor to Creditor and

predecessor to Debtor

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Search ID #: Z17254999 Date of Search: 2024-Apr-12 **Time of Search: 12:35:09**

Registration Number: 20080727862

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Aug-07 Registration Status: Current

Expiry Date: 2025-Aug-07 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

20080732215 Amendment 2020-Aug-07

2021-Jun-09 21060917586 Amendment

Debtor(s)

1

2

Block Status

Deleted by 21060917586

21060917586

ALPHABOW ENERGY LTD. 1700, 222 - 3RD AVENUE SW

CALGARY, AB T2B 0V4

Block Status Current by

ALPHABOW ENERGY LTD. SUITE 300, 708 11TH AVENUE SW

CALGARY, AB T2R 0E4

Secured Party / Parties

Block Status Current

ADVANCE DRILLING LTD. 1 1001, 505 - 3RD STREET SW CALGARY, AB T2P 3E6

Email: rlang@gwdc.ca

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Collateral: General

Block Description **Status** 1 All of the Debtors personal and after acquired personal property interest in all petroleum Deleted By substances produced sold or recoverable from the Debtor's working interest in the Royalty 20080732215 Lands, as defined in and forming Schedule "A", as may be amended from time to time, to a Gross Overriding Royalty Agreement dated November 23, 2018 between the Debtor and the Secured Party (the "GORR"), including without limitation all crude oil, natural gas, natural gas liquids and other related hydrocarbons and all other substances related to any of the foregoing, whether liquid, solid or gaseous, and whether hydrocarbons or not, including sulphur and coalbed methane at the well head, battery, in pipelines or flowlines, or elsewhere (the "Collateral") charged and secured to the Secured Party under and by virtue of the GORR to secure the payment of all amounts due and owing, or that may become due and owing, whether under a payment schedule or not, from time to time and which the Secured Party promised to pay to the Debtor for services performed by the Secured Party for the Debtor under a Master Services and Drilling Agreement dated November 23, 2018 between the Debtor and the Secured Party. 2 Proceeds: proceeds in any form resulting directly or indirectly from the sale or handling of Deleted By the Collateral described herein, including without limitation all: goods and accessions 21060917586 thereto, accounts, cheques, chattel paper, money, intangibles, goods, documents of title, instruments, investment property (all as defined in the Personal Property Security Act (Alberta), any Regulations thereunder and any amendments thereto) and insurance proceeds covering the Collateral or that compensate for loss or damage to the Collateral. 3 All of the Debtors personal and after acquired personal property interest in all petroleum Deleted By substances produced sold or recoverable from the Debtor's working interest in the Royalty 21060917586 Lands, as defined in and forming Schedule "A", as may be amended from time to time, to a Gross Overriding Royalty Agreement dated November 23, 2018 between the Debtor and the Secured Party (the "GORR"), including without limitation all crude oil, natural gas, natural gas liquids and other related hydrocarbons and all other substances related to any of the foregoing, whether liquid, solid or gaseous, and whether hydrocarbons or not, including sulphur and coalbed methane at the well head, battery, in pipelines or flowlines, or elsewhere (the "Collateral") charged and secured to the Secured Party under and by virtue of the GORR to secure the payment of all amounts due and owing, or that may become due and owing, whether under a payment schedule or not, from time to time and which the Debtor promised to pay to the Secured Party for services performed by the Secured Party for the Debtor under a Master Services and Drilling Agreement dated November 23, 2018 between the Debtor and the Secured Party.

All of the Debtors personal and after acquired personal property interest in all petroleum substances produced sold or recoverable from the Debtor's working interest in the Royalty Lands, as defined in and forming Schedule "A", as may be amended from time to time, to a Gross Overriding Royalty Agreement dated November 23, 2018 between the Debtor and the Secured Party (the "GORR"), including without limitation all crude oil, natural gas, natural gas liquids and other related hydrocarbons and all other substances related to any of the foregoing, whether liquid, solid or gaseous, and whether hydrocarbons or not, including sulphur and coalbed methane at the well head, battery, in pipelines or flowlines, or elsewhere (the "Collateral") charged and secured to the Secured Party under and by virtue of the GORR to secure the payment of all amounts due and owing, or that may become due and owing, whether under a payment schedule or not, from time to time and which the Debtor promised to pay to the Secured Party for services performed by the Secured Party for the Debtor under a Master Drilling and Completion Contract dated November 23, 2018 between the Debtor and the Secured Party.

Current By 21060917586

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Proceeds: proceeds in any form resulting directly or indirectly from the sale or handling of the Collateral described herein, including without limitation all: goods and accessions thereto, accounts, cheques, chattel paper, money, intangibles, goods, documents of title, instruments, investment property (all as defined in the Personal Property Security Act (Alberta), any Regulations thereunder and any amendments thereto) and insurance proceeds covering the Collateral or that compensate for loss or damage to the Collateral.

Current By 21060917586

Personal Property Registry Search Results Report

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21111627711

Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Search ID #: Z17254999 Date of Search: 2024-Apr-12 **Time of Search: 12:35:09**

Registration Number: 20080727892

Registration Type: LAND CHARGE

Registration Date: 2020-Aug-07

Registration Status: Current Registration Term: Infinity

Exact Match on:

Debtor

No: 2

Amendments to Registration

21111627711 2021-Nov-16 Amendment

Debtor(s)

Block Status Deleted by

1 ALPHABOW ENERGY LTD. 1700, 222 - 3RD AVENUE SW

CALGARY, AB T2B 0V4

Block Status Current by 21111627711

2 ALPHABOW ENERGY LTD.

SUITE 300, 708 - 11TH AVENUE SW

CALGARY, AB T2R 0E4

Secured Party / Parties

Block Status Current

1 ADVANCE DRILLING LTD. 1001, 505 - 3RD STREET SW CALGARY, AB T2P 3E6

Email: rlang@gwdc.ca

Personal Property Registry Search Results Report

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Current

Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20111223910

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Nov-12 Registration Status: Current

Registration Term: Infinity

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 222 3 AVE SW, SUITE 1700 CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 2290770 ALBERTA CORP. 18 DISCOVERY RIDGE VIEW SW CALGARY, AB T3H 4P9

Email: calgarygreenenergy@gmail.com

Collateral: General

Block Description Status

All present and after-acquired personal property and real property of the Debtor of whatever kind and wherever situate, together with all documents, writings, papers, books of account and records relating to the foregoing and all rights and interests therein, including without limitation, that property specifically set forth in Schedule "A" hereto and all right, title and interest that the Debtor now has, may be possessed of, entitled to, or acquire, by way of amalgamation or otherwise, now or hereafter or may hereafter have in all property of the following kinds:

Accounts Receivable, Inventory, Equipment, Chattel Paper, Documents of Title, Investment, Property and Instruments, Intangibles, Money, Books, Records, Etc. Transferable Rights, Leases and Licenses, P&NG Interests, Petroleum Substances, Tangible Interests, Miscellaneous Interests, Substitutions, Etc., Proceeds, Real Property.

but shall not include the last day of any term reserved by any lease, verbal or written, or any agreement therefor now or hereafter held by the Debtor, it being the intention that the Debtor shall stand possessed of the reversion remaining in respect of any leasehold interest forming part of the Collateral upon trust to assign and dispose thereof as the Secured Party may after default direct, or consumer goods.

Personal Property Registry Search Results Report

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Current

Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20112424755

Registration Type: LAND CHARGE

Registration Date: 2020-Nov-24 Registration Status: Current

Registration Term: Infinity

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 222 3 AVE SW, SUITE 1700 CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 2290770 ALBERTA CORP. 18 DISCOVERY RIDGE VIEW SW CALGARY, AB T3H 4P9

Email: calgarygreenenergy@gmail.com

Particulars

Block Additional Information Status

By way of agreement between Alphabow Energy Ltd. and 2290770 Alberta Corp., the interests of 2290770 Alberta Ltd. in relation to any of the present and after-acquired property of the debtor, Alphabow Energy Ltd.

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20112710097

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Nov-27 Registration Status: Current

Expiry Date: 2026-Nov-27 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

21112524495 Renewal 2021-Nov-25

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 222 3 AVENUE SW, #1700 CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 2254651 ALBERTA LTD. 1900-520 3 AVENUE SW CALGARY, AB T2P 0R3

Email: michaellam87@gmail.com

Collateral: General

BlockDescriptionStatus1All present and after-acquired personal property of the debtor.Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20112710147

Registration Type: LAND CHARGE

Registration Date: 2020-Nov-27 Registration Status: Current

Registration Term: Infinity

Exact Match on: Debtor No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 222 3 AVENUE SW, #1700 CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 2254651 ALBERTA LTD. 1900-520 3 AVENUE SW CALGARY, AB T2P 0R3

Email: michaellam87@gmail.com

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20121118588

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Dec-11 Registration Status: Current

Expiry Date: 2025-Dec-11 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 3RD AVENUE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status
Current

1 QINGDAO SINOENERGY GROUP CORPORATION 7TH FLOOR, OFFICE BUILDING W2, ORIENTAL BEIJING, CHINA, XX

Email: hu.yj@snencn.cn

Collateral: General

BlockDescriptionStatus1All present and after-acquired personal property of the debtor.Current

All present and after-acquired personal property of the debtor.

Other: Proceeds: Goods, Chattel Paper, Investment Property, Documents of Title, Instruments, Money, Intangibles and Insurance Proceeds.

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 20121118659

Registration Type: LAND CHARGE

Registration Date: 2020-Dec-11 Registration Status: Current

Registration Term: Infinity

Exact Match on: Debtor No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 1700, 222 3RD AVENUE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 QINGDAO SINOENERGY GROUP CORPORATION 7TH FLOOR, OFFICE BUILDING W2, ORIENTAL BEIJING, CHINA, XX

Email: hu.yj@snencn.cn

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 21010621080

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Jan-06 Registration Status: Current

Expiry Date: 2031-Jan-06 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1700, 222 - 3 AVE SW CALGARY, AB T2P 0B4

Secured Party / Parties

Block Status Current

1 STETTLER ENERGY LTD. 251 ALANDALE PLACE SW CALGARY, AB T3Z 3L9

Email: land.champagne@gmail.com

Collateral: General

Block Description Status

OPERATORS LIEN FURTHER TO ONGOING ROYALTY PAYMENTS FROM FARMIN Current AGREEMENT DATED MARCH 2, 2004 COVERING THE FOLLOWING LANDS: TWP 34; RGE 10 W4: SECTIONS 3,7,9,11,12,14,15, S/2 20, S/2 21, S/2 22, 23, 24 TWP 34, RGE 11 W4: SECTIONS S & NE 14,23

Personal Property Registry Search Results Report

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Current

Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 21060919401

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Jun-09 Registration Status: Current

Expiry Date: 2026-Jun-09 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. SUITE 300, 708 - 11TH AVENUE SW CALGARY, AB T2R 0E4

Secured Party / Parties

Block Status Current

1 ADVANCE DRILLING LTD. 1001, 505 - 3RD STREET SW CALGARY, AB T2P 3E6 Email: rlang@gwdc.ca

Collateral: General

Block Description Status

1 All of the Debtors personal and after acquired personal property interest in the net proceeds of sale of Carbon Offset Credits from CO2 captured at the Debtors Joffre facilities (located adjacent to the Nova Chemicals Joffre Ethylene and Polyethylene manufacturing facilities) and sequestered within the Chigwell Viking B, Pool and 50% of the net sale proceeds of the sale of any of the Debtors assets where the purchase price is greater than \$1,000,000.00 (the "Collateral") charged, secured and committed to the Secured Party under and by virtue of a July 9, 2020 Letter Agreement (the "Letter Agreement") between the Debtor and the Secured Party to secure the payment of all amounts due and owing, or that may become due and owing, whether under a payment schedule or not, from time to time and which the Debtor promised to pay to the Secured Party under the Letter Agreement for services performed by the Secured Party for the Debtor under a Master Services Agreement dated December 15, 2016 between the Debtor and Green Horizon Energy Services Inc, (predecessor to the Secured Party) and a November 23, 2018 Master Drilling and Completion Contract dated November 23, 2018 between the Debtor and the Secured Party.

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Proceeds: proceeds in any form resulting directly or indirectly from the sale or handling of the Collateral described herein, including without limitation all: goods and accessions thereto, accounts, cheques, chattel paper, money, intangibles, goods, documents of title, instruments, investment property (all as defined in the Personal Property Security Act (Alberta), any Regulations thereunder and any amendments thereto) and insurance proceeds covering the Collateral or that compensate for loss or damage to the Collateral.

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 21111627466

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Nov-16 Registration Status: Current

Expiry Date: 2026-Nov-16 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. SUITE 300, 708 - 11TH AVENUE SW CALGARY, AB T2R 0E4

Secured Party / Parties

Block Status
Current

1 ADVANCE DRILLING LTD. 1001, 505 - 3RD STREET SW CALGARY, AB T2P 3E6

Email: fanjiang@gwdc.ca

Collateral: General

Block Description Status

All of the Debtors personal and after acquired personal property interest in all petroleum substances produced sold or recoverable from the Debtor's working interest in the Royalty Lands, as defined in and forming Schedule "A", as may be amended from time to time, to a Royalty Agreement dated October 28, 2021 between the Debtor and the Secured Party (the "Royalty Agreement"), including without limitation all crude oil, natural gas, natural gas liquids and other related hydrocarbons and all other substances related to any of the foregoing, whether liquid, solid or gaseous, and whether hydrocarbons or not, including sulphur and coalbed methane at the well head, battery, in pipelines or flowlines, or elsewhere and all wells and tangible equipment used in the production of same (the "Collateral") charged and secured to the Secured Party under and by virtue of the Royalty Agreement to secure the payment of the royalty payable under the Royalty Agreement.

Proceeds: proceeds in any form resulting directly or indirectly from the sale or handling of the Collateral described herein, including without limitation all: goods and accessions thereto, accounts, cheques, chattel paper, money, intangibles, goods, documents of title, instruments, investment property (all as defined in the Personal Property Security Act (Alberta), any Regulations thereunder and any amendments thereto) and insurance proceeds covering the Collateral or that compensate for loss or damage to the Collateral.

Current

Personal Property Registry Search Results Report

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Current

Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 21121412505

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Dec-14 Registration Status: Current

Expiry Date: 2026-Dec-14 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. SUITE 300, 708 11TH AVENUE CALGARY, AB T2R 0E4

Secured Party / Parties

Block Status
Current

1 ADVANCE DRILLING LTD. 1001, 505 - 3RD STREET SW CALGARY, AB T2P 3E6 Email: fanjiang@gwdc.ca

Collateral: General

Block Description Status

All present and after-acquired Carbon Dioxide ("Co2"), up to an amount of, but not to 1 exceed, 400,000 tons of Co₂, obtained, used or received by the Debtor and relating to, located upon, or used in connection with and/or the operation of the Viking B Phase I EOR Project (Alberta Energy Regulator Approval No. 12951) as described in the Offset Project Plan dated April 19, 2021 (the "EOR Project"), including any Carbon Credits generated from the use or sequestration of the Co2 by the Debtor, or to the account of the Debtor, under and by virtue of the EOR Project (the "Collateral") charged, secured and committed to the Secured Party under and by virtue of a November 12, 2021 Settlement Agreement (the "Settlement Agreement") between the Debtor and the Secured Party to secure the payment of all amounts due and owing, or that may become due and owing, whether under a payment schedule or not, from time to time and which the Debtor promised to pay to the Secured Party under the Settlement Agreement for services performed by the Secured Party for the Debtor under a Master Services Agreement dated December 15, 2016 between the Debtor and Green Horizon Energy Services Inc., (predecessor to the Secured Party) and a Master Drilling and Completion Contract dated November 23, 2018 between the Debtor and the Secured Party.

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Proceeds: proceeds in any form resulting directly or indirectly from the sale or handling of the Collateral described herein, including without limitation all: goods and accessions thereto, accounts, cheques, chattel paper, money, intangibles, goods, documents of title, instruments, investment property (all as defined in the Personal Property Security Act (Alberta), any Regulations thereunder and any amendments thereto) and insurance proceeds covering the Collateral or that compensate for loss or damage to the Collateral.



Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 22010607095

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2022-Jan-06 Registration Status: Current

Expiry Date: 2026-Jan-03 23:59:59

Issued in Calgary Judicial Centre

Court File Number is 2101-07914

Judgment Date is 2021-Nov-17

This Writ was issued on 2021-Dec-13

Type of Judgment is Other

Original Judgment Amount: \$12,944,339.21

1 Costs Are: \$7,865.00

Post Judgment Interest: \$0.00 Current Amount Owing: \$12,624,858.64

Exact Match on: Debtor No: 1

Amendments to Registration		
22050227609	Amendment	2022-May-02
22052640436	Distribution	2022-May-26
22052640456	Distribution	2022-May-26
22052640476	Distribution	2022-May-26
22052640496	Distribution	2022-May-26
22052640516	Distribution	2022-May-26
22052640536	Distribution	2022-May-26
22052640566	Distribution	2022-May-26
22052640597	Distribution	2022-May-26
24010333479	Renewal	2024-Jan-03

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Solicitor / Agent

DENTONS CANADA LLP ATTENTION: SEAN FAIRHURST 15 FLOOR, 850 - 2 STREET SW CALGARY, AB T2P 0R8

Phone #: 403 268 6803 Fax #: 403 268 3100 Reference #: 571893-1

Email: SEAN.FAIRHURST@DENTONS.COM

Debtor(s)

Block

ALPHABOW ENERGY LTD.
C/O 702, 1816 CROWCHILD TRAIL NW

Creditor(s)

Block Status Current

1 ADVANCE DRILLING LTD.
C/O DENTONS CANADA LLP, 15 FLOOR, 850 CALGARY, AB T2P 0R8

CALGARY, AB T2M 0M5

Email: SEAN.FAIRHURST@DENTONS.COM

Particulars

Block Additional Information Status 1 THE COMPLETE ADDRESS FOR CREDITOR BLOCK ONE IS: C/O DENTONS CANADA Current LLP, 15 FLOOR, 850 - 2 STREET SW CALGARY, AB T2P 0R8

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 22011109950 Registration Date: 2022-Jan-11 Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2027-Jan-11 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 300, 708 - 11 AVENUE SW CALGARY, AB T2R 0E4

Secured Party / Parties

Block Status Current

1 CLEO ENERGY CORP 200, 117 - 8 AVENUE SW CALGARY, AB T2P 1B4

Email: kdhondt@cleoenergy.com

Collateral: General

Block Description

All of the debtor's right, title and interest in the joint lands, wells, equipment and share of petroleum substances arising from:

Current

- (a) Seismic Option Agreement dated November 20, 1979 (as amended and supplemented from time to time) and originally made between Ranchmen's Resources (1976) Ltd. and Corvette Resources Limited: and
- (b) Provost Farmout and Option Agreement dated May 2, 1988 and originally made between Eagle Resources Ltd. and Morrison Petroleums Ltd. Proceeds: all present and after acquired personal property.

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 22011110185

Registration Type: LAND CHARGE

Registration Date: 2022-Jan-11

Registration Status: Current Registration Term: Infinity

Exact Match on: Debtor No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 300, 708 - 11 AVENUE SW CALGARY, AB T2R 0E4

Secured Party / Parties

Block Status Current

1 CLEO ENERGY CORP. 200, 117 - 8 AVENUE SW CALGARY, AB T2P 1B4

Email: kdhondt@cleoenergy.com

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 22030730924

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2022-Mar-07 R

Registration Status: Current

Expiry Date: 2026-Feb-07 23:59:59

Costs Are: \$0.00

Issued in Wetaskiwin Judicial Centre

Court File Number is 2012 00414

Judgment Date is 2021-Oct-20

This Writ was issued on 2022-Mar-04

Type of Judgment is Other

Original Judgment Amount: \$2,901,825.84

Post Judgment Interest: \$117,233.76 Current Amount Owing: \$3,019,059.60

Exact Match on: Debtor No: 1

Amendments to Registration

22052640546	Distribution	2022-May-26
22052640576	Distribution	2022-May-26
22052640607	Distribution	2022-May-26
24020726424	Amendment And Renewal	2024-Feb-07

Solicitor / Agent

BROWNLEE LLP - GREGORY PLESTER 2200, 10155-102 STREET NW EDMONTON, AB T5J 4G8

Phone #: 780 497 4800 Fax #: 780 424 3254 Reference #: 71109-0215

Email: GPLESTER@BROWNLEELAW.COM

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 1250-639 5TH AVE SW CALGARY, AB T2P 0M9

Creditor(s)

Block Status Current

1 FLAGSTAFF COUNTY C/O 2200, 10155 - 102 STREET NW EDMONTON, AB T5J 4G8

Email: GPLESTER@BROWNLEELAW.COM

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 22060609056

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Jun-06 Registration Status: Current

Expiry Date: 2027-Jun-06 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

22061016991 Renewal 2022-Jun-10

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD 300, 708 11 AVENUE SW CALGARY, AB T2R 0E4

Secured Party / Parties

Block Status Current

1 MERIDIAN ONECAP CREDIT CORP. SUITE 1500, 4710 KINGSWAY BURNABY, BC V5H 4M2

Email: absecparties@avssystems.ca

Collateral: General

 Block
 Description
 Status

 1
 COPIER (S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS
 Current

COPIER (S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 23020922905

Registration Type: STATUTORY CHARGE

Registration Date: 2023-Feb-09 Registration Status: Current

Registration Term: Infinity

The Statutory Charge Amount is \$40,119.93

Exact Match on:

Debtor

No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. C/O 300, 708 11 AVENUE SW CALGARY, AB T2R 0E4

Secured Party / Parties

Block Status
Current

1 KNEEHILL COUNTY C/O #3200, 10180 101 ST NW EDMONTON, AB T5J 3W8

Email: appres@rmrf.com

Collateral: General

Block Description Status

All assessable personal property of the debtor in or on land in the municipality of Kneehill County as determined by the Municipal Government Act, RSA 2000, c M-26, including oil and gas machinery and equipment as determined by the Matters Relating to Assessment and Taxation Regulation, 2018, Alta Reg 203/2017, and any assessable improvements to that property by virtue of sections 348 and 348.1 of the Municipal Government Act as it pertains to outstanding property taxes owing to the municipality of Kneehill County.

Particulars

1

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>

Pursuant to sections 348 and 348.1 of the Municipal Government Act.

Current

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 23030724704

Registration Type: STATUTORY CHARGE

Registration Date: 2023-Mar-07 Registration Status: Current

Registration Term: Infinity

The Statutory Charge Amount is \$6,277,728.65

Exact Match on:

Debtor

No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 1250-639 5TH AVENUE SW CALGARY, AB T2P 0M9

Secured Party / Parties

Block Status
Current

1 FLAGSTAFF COUNTY

C/O 2200, 10155 102 STREET NW

EDMONTON, AB T5J 4G8

Email: gplester@brownleelaw.com

Block Status
Current

2 BROWNLEE LLP, ATTN: GREG PLESTER

2200, 10155 102 STREET NW EDMONTON, AB T5J 4G8

Email: gplester@brownleelaw.com

Collateral: General

Block Description Status

Special lien for unpaid taxes, pursuant to s. 348.1 of the Municipal Government Act, RSA 2000, c M-26, which I applies to: ... all the debtor's assessable property located within the municipality, including any assessable improvements to that property

Current

Personal Property Registry Search Results Report

Page 219 of 249

Search ID #: Z17254999

Particulars

Block Additional Information

Status

Special lien for unpaid taxes, pursuant to s. 348.1 of the Municipal Government Act, RSA 2000, c M-26, which I applies to: ... all the debtor's assessable property located within the municipality, including any assessable improvements to that property

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 23070536019

Registration Type: STATUTORY CHARGE

Registration Date: 2023-Jul-05

Registration Status: Current Registration Term: Infinity

The Statutory Charge Amount is \$4,150.87

Exact Match on:

Debtor

No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 300-708 11 AVE SW CALGARY, AB T2R 0E4

Secured Party / Parties

Block Status
Current

1 CITY OF LETHBRIDGE

910 4 AVE S LETHBRIDGE, AB T1J 0P6 Phone #: 403 320 3951

Email: tax@lethbridge.ca

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	DIPAUID: 2033599 PROPERTY DESCRIPTION: 0237832 SURFACE LOCATION: 03-15-008-21 W4 - GAS WELL	Current
2	DIPAUID: 1232023 PROPERTY DESCRIPTION: 34200-37 FROM ADDRESS WE/03-15-008-21 W4 TO PL/2-10-008-21 W4 - STEEL - P3	Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Particulars

<u>Block</u>	Additional Information	<u>Status</u>
1	LINEAR MGA 348.1 SPECIAL PROPERTY LIEN FOR MUNICIPAL TAX DEBT ON LINEAR PROPERTY 2033599 0237832 SURFACE LOCATION: 03-15-008-21 W4 - GAS WELL 1232023 34200-37 FROM ADDRESS: WE/03-15-008-21 W4 TO PL/2-10-008-21 W4 STEEL PIPE	Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 23072627037

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jul-26 Registration Status: Current

Expiry Date: 2028-Jul-26 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 300, 708 11 AVE SW CALGARY, AB T2R 0E4

Secured Party / Parties

Block Status
Current

1 TAMARACK VALLEY ENERGY LTD. 3300, 308 4TH AVE. SW CALGARY, AB T2P 0H7

Email: land@tamarackvalley.ca

Collateral: General

Block Description Status

The creditor's rights in the debtor's property as described in a Pooling Agreement dated May 31, 1999, as amended and assigned, relating to petroleum and natural gas rights in Twps 9-10, Ranges 21-22 W4M Lethbridge (Keho) area, including the 1990 CAPL Operating Procedure and 1988 PASC Accounting Procedure, as amended, and incorporated therein.

Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 23082123243 Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2023-Aug-21 Registration Status: Current

Expiry Date: 2025-Aug-21 23:59:59

Issued in Calgary Judicial Centre

Court File Number is 2201 00016

Judgment Date is 2023-Jul-05

This Writ was issued on 2023-Jul-13

Type of Judgment is Other

Original Judgment Amount: \$190,521.00 Costs Are: \$0.00

Post Judgment Interest: \$0.00 Current Amount Owing: \$87,322.94

Exact Match on: Debtor No: 1

Solicitor / Agent

ADMIRAL LAW 301, 522 11 AVENUE SW CALGARY, AB T2R 0C8

Phone #: 403 444 1163 Fax #: 844 398 3535

Email: TRINA@ADMIRALLAW.CA

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 300, 708 11 AVENUE SW CALGARY, AB T2R 0E4

CALGARY, AB T2G 3A5

Creditor(s)

Block Status Current

1 GLOBAL RAYMAC SURVEYS INC. 110, 4129 8 STREET SE



Personal Property Registry Search Results Report

Page 224 of 249

Search ID #: Z17254999

Email: TRINA@ADMIRALLAW.CA

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 23091516848

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2023-Sep-15 Registration Status: Current

Expiry Date: 2025-Sep-15 23:59:59

Costs Are: \$2,100.00

Issued in Calgary Judicial Centre

Court File Number is 2301-05389

Judgment Date is 2023-Aug-10

This Writ was issued on 2023-Sep-15

Type of Judgment is Other

Original Judgment Amount: \$10,389.54

Post Judgment Interest: \$0.00 Current Amount Owing: \$12,489.54

Exact Match on: Debtor No: 1

Solicitor / Agent

JAMES & MCCALL ATTN: KYLE SHEWCHUK 405, 500 - 4 AVENUE SW

CALGARY, AB T2P 2V6

Phone #: 403 221 8333 Fax #: 403 221 8339 Reference #: 10656/mxj

Email: kshewchuk@jmbarristers.com

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 708-11 AVENUE SW, #300 CALGARY, AB T2R 0E4

CALGARY, AB T2P 2V6

Creditor(s)

Block Status Current

SELECT ENERGY SYSTEMS LTD.
405, 500 - 4 AVENUE SW



Personal Property Registry Search Results Report

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Search ID #: Z17254999

Email: kshewchuk@jmbarristers.com

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 23092916250 Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2023-Sep-29 Registration Status: Current

Expiry Date: 2025-Sep-29 23:59:59

Issued in Edmonton Judicial Centre

Court File Number is 2303 17640

Judgment Date is 2023-Jun-20

This Writ was issued on 2023-Sep-29

Type of Judgment is Other

Original Judgment Amount: \$15,167.11 Costs Are: \$0.00

Post Judgment Interest: \$0.00 Current Amount Owing: \$15,167.11

Exact Match on: Debtor No: 1

Solicitor / Agent

SB LLP 209,2920 CALGARY TRAIL EDMONTON, AB T6J 2G8

Phone #: 780 438 5281 Fax #: 780 438 5296 Reference #: 8589-004

SKD/nk

Email: sdhir@sb-llp.com

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. SUITE 300,708 - 11TH AVENUE CALGARY, AB T2R 0E4

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Creditor(s)

Block Status Current

1 XTREME OILFIELD TECHNOLOGY LTD. C/O SB LLP, 209 - 2920 CALGARY TRAIL NW EDMONTON, AB T6J 2G8

Email: sdhir@sb-llp.com

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 23100227975 Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2023-Oct-02 Registration Status: Current

Expiry Date: 2025-Oct-02 23:59:59

Issued in Calgary Judicial Centre

Court File Number is 2301-07900 Judgment Date is 2023-Sep-22

This Writ was issued on 2023-Oct-02

Type of Judgment is Other

Original Judgment Amount: \$126,753.51 Costs Are: \$2,565.00

Post Judgment Interest: \$0.00 Current Amount Owing: \$129,318.51

Exact Match on: Debtor No: 1

Solicitor / Agent

CARSCALLEN LLP #900, 332 - 6TH AVENUE SW CALGARY, AB T2P 0B2

Phone #: 403 262 3775 Fax #: 403 262 2952 Reference #: 28945.019/WS

Email: SPENCER@CARSCALLEN.COM

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. #300, 708 - 11AVENUE SW CALGARY, AB T2R 0E4

Creditor(s)

Block Status Current

1 FREEHOLD ROYALTIES PARTNERSHIP C/O #900, 332 - 6TH AVENUE SW CALGARY, AB T2P 0B2



Personal Property Registry Search Results Report

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Search ID #: Z17254999

Email: SPENCER@CARSCALLEN.COM

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 23101115388

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Oct-11 Registration Status: Current

Expiry Date: 2028-Oct-11 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 300, 708 11 AVENUE SW CALGARY, AB T2R 0E4

Secured Party / Parties

Block Status
Current

1 TAQA NORTH, AN ALBERTA PARTNERSHIP, BY IT'S MANAGING PARTNER TAQA NORTH LTD.

2100, 308 4 AVENUE SW CALGARY, AB T2P 0H7 Email: LEGAL@TAQA.CA

Collateral: General

Block Description

"All of the Debtor's interest in the joint lands and in production, wells and equipment therefrom and thereon in an under a General Conveyance Agreement dated January 15, 1991, and the following title documents:

-Alberta Crown Petroleum and Natural Gas lease # 10896 dated June 15, 1987
-Alberta Crown Petroleum and natural Gas lease # 126027 dated May 16, 1962

(collectively, the 'll eases') including the petroleum natural gas and every other mineral or

-Alberta Crown Petroleum and natural Gas lease # 126027 dated May 16, 1962 (collectively, the 'Leases'), including, the petroleum, natural gas and every other mineral or substances, or any of them, to the extent granted or acquired under the Leases, and all renewals and extension thereof or further documents of title issued pursuant to the Leases Proceeds: goods, investment property, documents of title, chattel paper, instruments, money, intangibles and including, without limitation, insurance proceeds."

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Search ID #: Z17254999 Date of Search: 2024-Apr-12 **Time of Search:** 12:35:09

Registration Number: 23101115837

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Oct-11 Registration Status: Current

Expiry Date: 2028-Oct-11 23:59:59

Exact Match on: No: 1 Debtor

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 300, 708 11 AVENUE SW CALGARY, AB T2R 0E4

Secured Party / Parties

Block Status Current

TAQA NORTH, AN ALBERTA PARTNERSHIP, BY IT'S MANAGING PARTNER TAQA 1 NORTH LTD.

> 2100, 308 4 AVENUE SW CALGARY, AB T2P 0H7 Email: LEGAL@TAQA.CA

Collateral: General

Block Description **Status** 1

"All of the Debtor's interest in the joint lands and in production, wells and equipment therefrom and thereon in an under an Operating Agreement dated November 15, 1983, and the following title documents:

Current

- -Alberta Crown Petroleum and Natural Gas lease # 10896 dated June 15, 1987
- -Alberta Crown Petroleum and natural Gas lease # 126027 dated May 16, 1962

(collectively, the 'Leases'), including, the petroleum, natural gas and every other mineral or substances, or any of them, to the extent granted or acquired under the Leases, and all renewals and extension thereof or further documents of title issued pursuant to the Leases

Proceeds: goods, investment property, documents of title, chattel paper, instruments, money, intangibles and including, without limitation, insurance proceeds."

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 23101230922 Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2023-Oct-12 Registration Status: Current

Expiry Date: 2025-Oct-12 23:59:59

Issued in Red Deer Judicial Centre

Court File Number is 2310 01044

Judgment Date is 2023-Oct-11

This Writ was issued on 2023-Oct-12

Type of Judgment is Other

Original Judgment Amount: \$43,890.70 Costs Are: \$1,600.00

Post Judgment Interest: \$0.00 Current Amount Owing: \$45,490.69

Exact Match on: Debtor No: 1

Solicitor / Agent

WARREN SINCLAIR LLP 600, 4911 51 STREET RED DEER, AB T4N 6V4

Phone #: 403 343 3320 Fax #: 403 343 6069 Reference #: 133396KLL

Email: klavery@warrensinclair.com

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 300, 708 11TH AVENUE SW CALGARY, AB T2R 0E4

Creditor(s)

Block Status Current

1 24/7 COMPRESSION LTD. 136 QUEENSLAND CRESCENT RED DEER, AB T4P 2P6

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Email: kathy@247compression.com

Personal Property Registry Search Results Report

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Current

Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 23101327916 Registration Type: WORKERS' COMPENSATION BOARD CHARGE

Registration Date: 2023-Oct-13 Registration Status: Current

Registration Term: Infinity

The WCB Charge Amount is \$11,685.92

Exact Match on: Debtor No: 1

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. 300-708 11 AVE SW CALGARY, AB T2R 0E4

Secured Party / Parties

Block Status
Current

1 WORKERS' COMPENSATION BOARD/COLLECTION UNIT

9912 107 STREET

EDMONTON, AB T5K 1G5

Phone #: 780 509 1395 Fax #: 780 498 7999

Collateral: General

Block Description Status

1 ALL PRESENT AND AFTER-AQUIRED PROPERTY AND ALL PROPERTY USED IN

CONNECTION, PURSUANT TO WCB ACT S129

Particulars

Block Additional Information Status

1 WCB ACCOUNT #8573457 Current

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 23111415919
Registration Date: 2023-Nov-14

Registration Type: WRIT OF ENFORCEMENT

Registration Status: Current

Expiry Date: 2025-Nov-14 23:59:59

Issued in Calgary Judicial Centre

Court File Number is 2301-15015

Judgment Date is 2023-Oct-23

This Writ was issued on 2023-Nov-14

Type of Judgment is Other

Original Judgment Amount: \$16,599.63

Costs Are: \$500.00

Post Judgment Interest: \$0.00

Current Amount Owing: \$17,099.63

Exact Match on:

No: 1

Solicitor / Agent

WEST ENVIRONMENTAL LTD. 2875 107 AVE SE CALGARY, AB T2Z4S8

Debtor

Phone #: 403 269 8887 Reference #: ALPHABOW

Email: INFO@WESTX.COM

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 300-708 11 AVENUE SW CALGARY, AB T2R 0E4

Creditor(s)

Block Status Current

1 WEST ENVIRONMENTAL LTD. 2875 107 AVE SE CALGARY, AB T2Z4S8



Personal Property Registry Search Results Report

Page 237 of 249

Search ID #: Z17254999

Phone #: 403 269 8887 Email: INFO@WESTX.COM

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 23112808082 Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2023-Nov-28 Registration Status: Current

Expiry Date: 2025-Nov-28 23:59:59

Issued in Calgary Judicial Centre

Court File Number is 2101-04406

Judgment Date is 2021-May-12

This Writ was issued on 2023-Nov-27

Type of Judgment is Other

Original Judgment Amount: \$1,005,726.53 Costs Are: \$2,156.00

Post Judgment Interest: \$0.00 Current Amount Owing: \$253,945.19

Exact Match on: Debtor No: 1

Solicitor / Agent

ENMAX CORPORATION, ATTENTION: DESI KLEIN, COLLECTIONS AND LITIGATION PARALEGAL

141 - 50 AVENUE SE CALGARY, AB T2G 4S7

Phone #: 403 514 1633 Fax #: 403 385 1922 Reference #: 0900572/DK

Email: DKLEIN@ENMAX.COM

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 300, 708 - 11 AVENUE SW CALGARY, AB T2R 0E4

Personal Property Registry Search Results Report

Page 239 of 249

Search ID #: Z17254999

Creditor(s)

Block Status Current

1 ENMAX ENERGY CORPORATION 141 - 50 AVENUE SE CALGARY, AB T2G 4S7

Email: LITIGATION@ENMAX.COM

Personal Property Registry Search Results Report

Page 240 of 249

Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 23112818497

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2023-Nov-28 Registration Status: Current

Expiry Date: 2025-Nov-28 23:59:59

Issued in Calgary Judicial Centre

Court File Number is 2301-14593

Judgment Date is 2023-Aug-31

This Writ was issued on 2023-Nov-25

Type of Judgment is Other

Original Judgment Amount: \$11,711.32

Costs Are: \$200.00

Post Judgment Interest: \$0.00 Current Amount Owing: \$11,911.32

Exact Match on: Debtor No: 1

Solicitor / Agent

TIFFANY CLARK 800, 525 - 8TH AVENUE SW CALGARY, AB T2P 1G1

Phone #: 403 716 4631

Email: TIFFANY.CLARK@PRECISIONDRILLING.COM

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. SUITE 300, 708 - 11TH AVENUE CALGARY, AB T2E 0E4

Creditor(s)

Block Status Current

PRECISION WELL SERVICING A DIVISION OF PRECISION LIMITED PARTNERSHIP 800, 525 - 8TH AVENUE SW CALGARY, AB T2P 1G1



Personal Property Registry Search Results Report

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Search ID #: Z17254999

Email: TIFFANY.CLARK@PRECISIONDRILLING.COM

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Search ID #: Z17254999 Date of Search: 2024-Apr-12 **Time of Search:** 12:35:09

Registration Number: 23120714323 Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2023-Dec-07 Registration Status: Current

Expiry Date: 2025-Dec-07 23:59:59

Issued in Calgary Judicial Centre

Court File Number is 2301-07500

Judgment Date is 2023-Nov-29

This Writ was issued on 2023-Dec-07

Type of Judgment is Other

Original Judgment Amount: \$53,278.52 Costs Are: \$18,057.15

Post Judgment Interest: \$0.00 Current Amount Owing: \$71,335.67

Debtor Exact Match on: No: 1

Solicitor / Agent

COURTNEY KACHUR, ROSE LLP 2100, 440-2ND AVENUE SW CALGARY, AB T2P 5E9

Phone #: 403 776 0527 Fax #: 403 776 0501 Reference #: 10459-046

Email: COURTNEY.KACHUR@ROSELLP.COM

Debtor(s)

Block Status Current

1 ALPHABOW ENERGY LTD. SUITE 300, 708 - 11TH AVE SW CALGARY, AB T2R 0E4

Creditor(s)

Block Status

Current ALBERTA TUBULAR PRODUCTS LTD.

1100, 500 - 4TH AVENUE SW CALGARY, AB T2P 2V6



Personal Property Registry Search Results Report

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Search ID #: Z17254999

Email: JESSONM@ALBERTATUBULAR.COM

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 24010431895 Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2024-Jan-04 Registration Status: Current

Expiry Date: 2026-Jan-04 23:59:59

Issued in Red Deer Judicial Centre

Court File Number is 2310 00708

Judgment Date is 2023-Dec-12

This Writ was issued on 2024-Jan-04

Type of Judgment is Other

Original Judgment Amount: \$73,153.24 Costs Are: \$5,195.81

Post Judgment Interest: \$0.00 Current Amount Owing: \$78,349.05

Exact Match on: Debtor No: 1

Solicitor / Agent

WARREN SINCLAIR LLP 600, 4911 51 STREET RED DEER, AB T4N 6V4

Phone #: 403 343 3320 Fax #: 403 343 6069 Reference #: 131444KLL

Email: klavery@warrensinclair.com

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 30, 708-11TH AVENUE SW CALGARY, AB T2R 0E4

Creditor(s)

Block Status Current

TEAM SNUBBING SERVICES INC.
PO BOX 1439
BLACKFALDS, AB TOM 0J0



Personal Property Registry Search Results Report

Page 245 of 249

Search ID #: Z17254999

Email: amacdonald@teamsnubbing.com

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 24032728918 Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2024-Mar-27 Registration Status: Current

Expiry Date: 2026-Mar-27 23:59:59

Issued in Edmonton Judicial Centre

Court File Number is 230321204

Judgment Date is 2024-Mar-26

This Writ was issued on 2024-Mar-27

Type of Judgment is Other

Original Judgment Amount: \$585,382.99 Costs Are: \$7,357.39

Post Judgment Interest: \$0.00 Current Amount Owing: \$592,740.38

Exact Match on: Debtor No: 1

Solicitor / Agent

SB LLP

209, 2920 CALGARY TRAIL EDMONTON, AB T6J 2G8

Phone #: 780 438 5281 Fax #: 780 438 5296 Reference #: 6573-020

KWT/ab

Email: kthompson@sb-llp.com

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. 300,708 - 11 AVE SW CALGARY, AB T2R 0E4

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Creditor(s)

Block Status Current

1 EPCOR ENERGY ALBERTA GP INC. C/O SB LLP, 209 - 2920 CALGARY TRAIL NW EDMONTON, AB T6J 2G8

Email: kthompson@sb-llp.com

Personal Property Registry Search Results Report

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Search ID #: Z17254999

Business Debtor Search For:

ALPHABOW ENERGY LTD.

Registration Number: 24040508803 Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2024-Apr-05 Registration Status: Current

Expiry Date: 2026-Apr-05 23:59:59

Issued in Grande Prairie Judicial Centre

Court File Number is 2404 00186

Judgment Date is 2024-Apr-04

This Writ was issued on 2024-Apr-04

Type of Judgment is Other

Original Judgment Amount: \$37,811.40 Costs Are: \$936.05

Post Judgment Interest: \$0.00 Current Amount Owing: \$38,747.45

Exact Match on: Debtor No: 1

Solicitor / Agent

STRINGAM LLP 102, 10126 - 97TH AVENUE GRANDE PRAIRIE, AB T8V 7X6

Phone #: 780 513 6883 Fax #: 780 513 6884 Reference #: 121266-0017

PB/CLL

Email: PBRIDEAU@STRINGAM.CA

Debtor(s)

Block Status
Current

1 ALPHABOW ENERGY LTD. SUITE 300, 708 - 11 AVENUE SW CALGARY, AB T2P 0C1

Personal Property Registry Search Results Report

Page 249 of 249

Search ID #: Z17254999

Creditor(s)

Block Status Current

1 FLUID PRO OILFIELD SERVICES LTD. C/O STRINGAM LLP 102, 10126 - 97 AVENUE GRANDE PRAIRIE, AB T8V 7X6

Email: PBRIDEAU@STRINGAM.CA

Result Complete

This is **Exhibit "E"** referred to in the Affidavit of Ben Li sworn before me this 15th day of April, 2024

A Commissioner for Oaths in and for Alberta

Kaamil Khalfan Student-at-Law



District of Alberta

Division No. 02 - Calgary Court No. 25-3062078 Estate No. 25-3062078

In the Matter of the Notice of Intention to make a proposal of:

AlphaBow Energy Ltd.

Insolvent Person

KSV RESTRUCTURING INC.

Licensed Insolvency Trustee

Date of the Notice of Intention:

March 28, 2024

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforenamed insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforenamed insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: March 28, 2024, 16:18

E-File/Dépôt Electronique

Official Receiver

Harry Hays Building, 220 - 4th Ave SE, Suite 478, Calgary, Alberta, Canada, T2G4X3, (877)376-9902



This is **Exhibit** "F" referred to in the Affidavit of Ben Li sworn before me this 15^{th} day of April, 2024

A Commissioner for Oaths in and for Alberta

aamil Khalfan Student-at-Law Kaamil Khalfan Student-at-Law

ALPHABOW ENERGY LTD. - and -CASCADE CAPTURE LTD. ASSET PURCHASE AND SALE AGREEMENT **April 15, 2024**

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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

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is dated as of April 15, 2024,

BETWEEN:

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

- and -

CASCADE CAPTURE 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 expects to be 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") will be appointed as monitor of the Vendor;
- C. on April 26, the Vendor also anticipates that the Court will grant an amended and restated order (the "ARIO"); and
- D. 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 Lands, 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 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);
 - (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 Vendor and Purchaser 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 and only to the extent arising or accruing on or after the Closing Date, all amounts, required to be paid 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;
- (v) "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;
- (w) "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);
- (x) "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;
- (y) "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;

- (z) "Facilities" means the Vendor's Interest in and to Functional Units II and III of the Glencoe CO₂ Production Facility as further described in Schedule A;
- (aa) "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;
- (bb) "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;
- (cc) "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;

- (dd) "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;
- (ee) "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;
- (ff) "Initial Order" has the meaning ascribed to that term in the recitals hereto;
- (gg) "KSV" has the meaning ascribed to that term in the recitals hereto;
- (hh) "Lands" means the lands set out and described in Schedule A under the heading entitled "Facility Lands" (for clarity pertaining to Functional Units II and III of the Glencoe CO2 Production Facility only);
- (ii) "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;
- "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);
- (kk) "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 used solely in connection with the Lands or the Tangibles, including any and all of the following:
 - (i) all contracts relating to the Lands or the Tangibles, or either of them (including the Title Documents);
 - (ii) all warranties, guarantees and similar rights relating to the Lands or 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 Lands or 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 issued by the AER;

- (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 Lands and the Tangibles, or either of them;
- (v) all records, books, documents, licences, reports and data which relate to the Lands 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;

- (ll) "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;
- (mm) "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;
- (nn) "Monitor's Solicitors" means such 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;
- (oo) "Notice Period" has the meaning ascribed to that term in Section 8.2(b);
- (pp) "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);
- (qq) "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;
- (rr) "Outstanding ROFR Assets" has the meaning set forth in Section 10.2(e)(ii);
- (ss) "Outstanding ROFRs" has the meaning set forth in Section 10.2(e);
- (tt) "Parties" means, collectively, the Purchaser and the Vendor, and "Party" means any one of them;

(uu) "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) agreements for the sale, processing, transmission or transportation of Petroleum Substances entered into by the Vendor subsequent to the date of this Agreement;
- (vi) any obligation of the Vendor to hold any portion of their interest in and to any of the Assets in trust for Third Parties:
- (vii) 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;
- (viii) 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;
- (ix) 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;
- (x) provisions for penalties and forfeitures under Title Documents as a consequence of non-participation in operations;
- (xi) any requirement to post or maintain any deposits or other form of security required by any Governmental Authority; and
- (xii) 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;

- (vv) "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;
- (ww) "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;
- (xx) "Purchase Price" has the meaning ascribed to that term in Section 3.1;
- (yy) "Purchaser" has the meaning ascribed to that term in the preamble hereto;
- (zz) "Purchaser Solicitor" to be determined;
- (aaa) "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:
- (bbb) "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;
- (ccc) "Side Letter Agreement" means a side letter agreement between the Purchaser and the Vendor with respect to the "Special Default Provisions" which are identified in Section 7 of the letter of intent between the Purchaser and the Vendor dated April 10, 2024, and which side letter agreement shall be on terms mutually satisfactory to the Purchaser and the Vendor, each acting reasonably;
- (ddd) "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);
- (eee) "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, for clarity pertaining to Functional Units II and III of the Glencoe CO2 Production Facility only;
- (fff) "Third Party" means any Person who is not a Party or an Affiliate of a Party;
- (ggg) "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;
- (hhh) "**Title Documents**" means the agreement relating to the construction, ownership and operation of the Glencoe CO₂ Production Facility as listed and more particularly described in Schedule A, and amendments, schedules and attachments relating thereto;

- (iii) "**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;
- "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;
- (kkk) "Vendor" has the meaning ascribed to that term in the preamble hereto;
- (III) "Vendor's Interest" means, when used in relation to the Assets, 15% of the aggregate right, title and interest of the Vendor, as applicable, therein;
- (mmm) "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
- (nnn) "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 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

- (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.

2.4 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;
 - (ii) to the extent applicable, 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;
 - (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.
- (c) Following closing, the Vendor shall submit updates through the AER's Onestop system to reflect the change in the working interests for the Assets.

2.5 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 "Purchase Price"). The Purchase Price shall be satisfied in accordance with Section 3.3 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 Petroleum and Natural Gas Rights, \$nil;
- (b) to the Tangibles, 100% less \$10.00; and

(c) to the Miscellaneous Interests, \$10.00.

3.3 Satisfaction of Purchase Price

(a) At Closing, the Purchase Price along with any additional amounts owing in respect of applicable GST, shall be paid by the Purchaser to the Vendor by electronic wire transfer.

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) 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 73665 8725 RT0001.

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) 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 745377101 RT0001:
- (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 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
 - (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.

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 so arising or accruing on or after the Closing Date thereunder; 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, its 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) 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, regulatory authorization (as required) 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 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 substantially the form of Schedule E (the "Conditions Certificates"). Upon receipt by the Monitor of: (i) payment in full of the Purchase Price to be paid on Closing; (ii) the applicable Transfer Taxes to be paid on Closing (or evidence of payment of, or 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) the General Conveyance, Assignment and Assumption Agreement duly executed by the Vendor;
- (d) the Side Letter 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:

- (f) the Side Letter Agreement duly executed by the Vendor; and
- (g) 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, AER 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 (Specific Conveyances), Section 2.4 (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 will not be unreasonably withheld. 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, 708-11th Avenue S.W. Calgary, AB T2R OE4

Attention: Ben Li

Email: benli@alphabowenergy.com

With a copy to the Vendor's Solicitors:

Bennett Jones LLP 4500, 855 - 2nd 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:

Cascade Capture Ltd. 113 Waskatenau Crescent S.W. Calgary, Alberta T3C 2X7

Attention: Tony Kinnon

Email: tonykinnon@icloud.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	s of the	date	first
above written.										

ALPHABOW ENERGY LTD.

Per:	
	Name: Ben Li
	Title: Chief Executive Officer
CAS	CADE CAPTURE LTD.
0120	
Per:	
	NI TO IX:
	Name: Tony Kinnon

SCHEDULE A

Assets Listing

Facility Lands:

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

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

Wells:

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

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

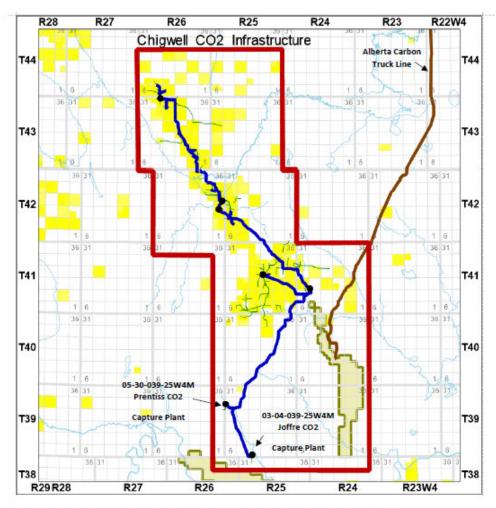
Facilities and Pipelines:

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

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

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

Attachment I FACILITY SCHEMATIC



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

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

MICT 82

Functional Unit 3: Pipelines License 45480 Line 1, 45481 Line 1, 45824 Line 1

Pipelines License 57388 Lines 1 to 11

Pipelines License 61850 Line 1, 61356 Line 2, 61820 Line 1

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

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

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

SCHEDULE B

Form of Approval and Vesting Order

COURT FILE NUMBER

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 <u>SALE AND VESTING ORDER</u>

ADDRESS FOR SERVICE AND BENNETT JONES LLP

CONTACT INFORMATION OF Barristers and Solicitors

4500 Bankers Hall East

PARTY FILING THIS 855 – 2 Street SW

Calgary, Alberta T2P 4K7

DOCUMENT

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:

LOCATION WHERE ORDER WAS Calgary Courts Centre

PRONOUNCED:

NAME OF JUSTICE WHO MADE THIS ORDER:

UPON the application of AlphaBow Energy Ltd. (the "Applicant" or "AlphaBow"); AND UPON having read the Application for an Amended and Restated Initial Order, the Affidavit of Ben Li sworn on April 15, 2024 (the "Li Affidavit"), the Affidavit of Service of Stephanie Dumoulin sworn April [●], 2024, the Proposal Trustee and Proposed Monitor's Report; AND UPON hearing counsel for the Applicant, and any other interested parties appearing at the application;

IT IS HEREBY ORDERED AND DECLARED THAT:

Wet Ecolt \000222\0000\27540072 2

- (a) Capitalized terms used but not defined herein shall bear their meanings as defined in the Initial Order granted in this Action by the Honourable Justice M. J. Lema on April 26, 2024.
- (b) 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 to the Purchaser.
- Upon the delivery of a Monitor's Certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "Monitor's Certificate"), all of AlphaBow's right, title and interest in and to the Assets described in the Sale Agreement 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:
 - (i) 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);
 - (ii) 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
 - (iii) those Claims listed in Schedule "B" hereto;

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

- (d) 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.
- (e) For the purposes of determining the nature and priority of Claims, the net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account) shall stand in the place and stead

of the Purchased Assets from and after delivery of the Monitor's Closing Certificate and all Claims (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), no distributions shall be made to creditors of net proceeds from sale of the Purchased Assets without further order of this Court.

- (f) 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.
- Upon completion of the Transaction, the AlphaBow and all persons who claim by, through or under the AlphaBow in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
- (h) 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.
- (i) 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

- 1. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;

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

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.

- 2. The AlphaBow, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
- 3. 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.
- 4. 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.

5. 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" Form of Monitor's Certificate

COURT FILE NUMBER

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 BENNETT JONES LLP

CONTACT INFORMATION OF Barristers and Solicitors

4500 Bankers Hall East

PARTY FILING THIS 855 – 2 Street SW

Calgary, Alberta T2P 4K7

DOCUMENT

Attention: Keely Cameron/ Sarah Aaron

Telephone No.: 403-298-3324/3177

Fax No.: 403-265-7219 Client File No.: 88323.6

RECITALS

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

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B. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Purchaser (or its nominee) has paid the Purchase Price for the Purchased Assets payable

on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing of the Sale Agreement have been satisfied or waived by AlphaBow

and the Purchaser (or its nominee); and

3. The Transaction has been completed to the satisfaction of the Monitor.

4. This Certificate was delivered by the Receiver at [Time] on [Date].

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

Per:	
------	--

Name: Andrew Basi

SCHEDULE "B"

Claims

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 $[\bullet]$ day of $[\bullet]$, $[\bullet]$.

AMONG:

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

- and -

CASCADE CAPTURE LTD., a corporation existing under the laws of the Province 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.
- (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.

Per:

ALPHABOW	ENERGY LTD.	

Per:					
	Name:	Ben Li			
	Title:	Chief Executive Officer			
CASCADE CAPTURE LTD.					

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 April [●], 2024 (the "Purchase Agreement") between ALPHABOW ENERGY LTD. (the "Vendor") and CASCADE CAPTURE LTD. (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: Ben Li

Title: Chief Executive Officer

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 April [●], 2024 (the "Purchase Agreement") between ALPHABOW ENERGY LTD. (the "Vendor") and CASCADE CAPTURE LTD. (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;
- 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.

CASCADE CAPTURE LTD.

Per:	

Name: Tony Kinnon Title: Director