

Clerk's Stamp:



COURT FILE NUMBER  
COURT  
JUDICIAL CENTRE OF

2401-05179  
COURT OF KING'S BENCH OF  
CALGARY

IN THE MATTER OF THE COMPANIES  
CREDITORS ARRANGEMENT ACT, R.S.B.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 March 23, 2026**

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.

2. This Affidavit (the "**Thirteenth Li Affidavit**") should be read in conjunction with the prior Affidavits which I have sworn in this matter, including the Affidavit sworn by me on April 15, 2023 (the "**First Li Affidavit**"), the Supplemental Affidavit sworn by me on April 24, 2023 (the "**Supplemental Li Affidavit**"), the Affidavit sworn by me on July 15, 2024 (the "**Second Li Affidavit**"), the Affidavit sworn by me on August 15, 2024 (the "**Third Li Affidavit**"), the Affidavit sworn by me on September 9, 2024 (the "**Fourth Li Affidavit**"), the Affidavit sworn by me on October 21, 2024 (the "**Fifth Li Affidavit**"), the Affidavit sworn by me on November 12, 2024 (the "**Sixth Li Affidavit**"), the Affidavit sworn by me on November 18, 2024 (the "**Supplement to Sixth Li Affidavit**"), the Affidavit sworn by me on December 9, 2024 (the "**Seventh Li Affidavit**"), the Affidavit sworn by me on January 27, 2025 (the "**Eighth Li Affidavit**"), the Affidavit sworn by me on February 18, 2025 (the "**Ninth Li Affidavit**"), the Affidavit sworn by me on April 28, 2025 (the "**Tenth Li Affidavit**"); and the Affidavit sworn by me on June 17, 2025 (the "**Eleventh Li Affidavit**"), and the Affidavit sworn by me on September 15, 2025 (the "**Twelfth Li Affidavit**").

3. Terms not otherwise defined herein shall bear the meaning ascribed in the First Li Affidavit.

**I. RELIEF SOUGHT**

4. This Affidavit is sworn in support of an application by AlphaBow scheduled for March 30, 2026, for relief under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended, (the "**CCAA**"), and specifically an order declaring service of its Application and supporting materials good and sufficient; and an extension of the stay of proceedings to July 30, 2026 (the "**Stay Extension**").

5. Shortly before the swearing of this Affidavit as is discussed below, AlphaBow received the decision of the Alberta Energy Regulator ("**AER**") regarding AlphaBow's outstanding license transfer applications. AlphaBow intends to proceed with certain of them, which will enable AlphaBow to emerge from these proceedings in accordance with the Reverse Vesting Order ("**RVO**"), granted by the Court on December 19, 2024, upon the posting of

security with the AER by both the purchasers and AlphaBow. Subject to any extensions granted by the AER, security would be required to be posted by April 28, 2026.

6. The extension to July 30, 2026 is sought to enable the Monitor to conclude these proceedings and wrap up the AlphaBow Residual Trust which will replace AlphaBow as a party to these proceedings upon the closing of the Subscription Agreement pursuant to the RVO. Attached hereto as **Exhibit "A"** is a copy of the RVO.
7. Should the transfers not proceed, AlphaBow understands that the Orphan Well Association ("**OWA**") intends to appoint a receiver over AlphaBow.

## **II. BACKGROUND**

8. AlphaBow is an Alberta-headquartered oil and gas company. At the commencement of these proceedings, AlphaBow held licenses for 3,785 wells, 4,038 pipelines, and 321 facilities across Alberta (the "**Licensed Assets**"). Over 1,400 wells held by AlphaBow are abandoned with environmental assessments having been completed. One hundred and thirty three wells were reclaimed and over 300 wells have been submitted for conditional adjustment of reclamation liability.
9. These proceedings commenced following various regulatory challenges including:
  - a) The AER declaring that AlphaBow posed an unreasonable risk in terms of its ability to meet regulatory obligations in part based on AlphaBow being in arrears with certain creditors in July 2022;
  - b) The AER issuing a Reasonable Care and Measures Order directing AlphaBow to, amongst other things, post \$15,374,050 in security in March 2023;
  - c) The AER ordering AlphaBow to suspend its operations when it failed to post security in June 2023; and
  - d) The AER directing that the Orphan Well Association (the "**OWA**") assume care and custody over the Licensed Assets in September 2023. The OWA continues to have care and custody over the assets that have not been transferred by the AER.

10. Following unsuccessful regulatory appeals of certain of the AER's decisions, AlphaBow reached out to the AER on March 5, 2024 in an attempt to resolve the AER's concerns, seeking to resume care and custody over its assets, providing a plan to reactivate its assets, and payment plan which provided for the payment of the security deposit over 3 years, all while meeting manual spend requirements and addressing arrears with other creditors.
11. The AER was ultimately unwilling to agree to the plan which required the resumption of operations and with it, AlphaBow's cash flow in advance of full payment of the security deposit. 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*, (the "NOI") with KSV Restructuring Inc. appointed as Monitor.

### **III. CCAA PROCEEDINGS AND SISP**

12. On April 26, 2024, this Honourable Court granted an Initial Order and ARIO, in addition to approving the Sale and Investment Solicitation Process ("**SISP**").
13. In conjunction with the SISP, AlphaBow met with the AER to discuss the bids received and the transactions it intended to advance.
14. At the request of the AER, the majority of the transactions involving AER licenses were approved at a single court application to ensure that no regulated assets would remain unaddressed. This resulted in some delays given the number of transactions that needed to be advanced and engagement that was required. On December 19, 2024, approval of a number of asset transactions and a corporate transaction was sought. The application was granted.
15. The Corporate Transaction involves the assumption of a significant number of assets and environmental liability by way of a corporate sale of AlphaBow to 2628071 Alberta Ltd. ("**Resurgent Energy**") with certain assets being assumed by way of an asset sale directly to Resurgent Energy. The asset sale with Resurgent Energy is not being advanced at this time, rather those assets will remain with AlphaBow. The result of the Corporate Transaction, if it closes, will be that Resurgent Energy will become the sole shareholder of

AlphaBow and assume all oil and gas assets and environmental obligations that are not assumed through other asset transactions.

16. The only condition to the closing of the Corporate Transaction is the approval of the license transfer application with Cascade Capture Ltd. ("**Cascade**"). Cascade is to jointly own with AlphaBow certain key EOR and CO<sub>2</sub> capture assets. Cascade is better situated to raise capital and has committed to deploying a capital investment into these assets that is anticipated to provide AlphaBow with cash flow needed to meet its annual mandatory spend requirements.
17. On July 10, 2025, the AER issued a conditional approval decision regarding the Cascade license transfer application requiring AlphaBow to post security in the amount of \$20,551,822.60 as a condition of approval. This was in addition to funds sought from Cascade. Just as AlphaBow had lacked the security initially requested by the AER, it lacked the increased amount that the AER was now seeking. In addition to being unable to post the security requested, AlphaBow was also concerned that the payment of any security to the AER would reduce the funds available for its creditors, the largest of which consist of municipalities and landowners.
18. Both AlphaBow and its counsel sought to meet with the AER seeking to have AER rescind its requirement for security from AlphaBow. The AER did not respond to those requests and in September 2025, AlphaBow brought two applications. One sought to amend the Subscription Agreement to include as a retained contract the CO<sub>2</sub> Stream Purchase and Sale Agreement with MEGlobal Canada ULC ("**MEGlobal**"), dated December 1, 2024, as amended, free and clear of any liabilities, which AlphaBow disputed were properly owing. This application was brought following a breakdown in discussions between Cascade and MEGlobal regarding entering into of a new agreement, and after Cascade expressed serious concerns regarding this development on the economics of the transaction. The Court ultimately denied the application to amend the RVO. I understand that Cascade has since determined another option for meeting its near-term CO<sub>2</sub> needs and has been exploring medium-term solutions.

19. The second application sought a declaration from the Court that the AER was stayed from seeking the posting of security from AlphaBow either under the Initial Order or under section 11.1 of the CCAA. The Court declined to grant the declaration sought and on January 22, 2026, AlphaBow sought leave to appeal which was ultimately denied.

#### IV. CURRENT STATUS OF ALPHABOW'S RESTRUCTURING EFFORTS

20. Following this Court's decision that the AER was permitted to require security from AlphaBow, AlphaBow took the following steps in preparation of submitting revised license transfer applications:
  - (a) attended a pre-application meeting with the AER, Resurgent Energy and Cascade to try to address the AER's concerns, clarify the structure of the proposed transaction, and provided updated information regarding AlphaBow's liabilities and Cascade and Resurgent Energy's plans;
  - (b) followed up with Sayer Energy Advisor's to see if a further sales process should be run and what the likely outcomes would be for AlphaBow if the current approved transactions did not proceed;
  - (c) Submitted information requests to the AER to seek to understand their approach to security requirements in other insolvencies, which remain outstanding; and
  - (d) worked with environmental consultants to explore opportunities to correct the AER's records which AlphaBow believes overstates its environmental liabilities.
21. On January 11, 12, and 19, 2026, AlphaBow submitted revised license transfer applications for Rockeast, 2661707 and Cascade, respectively (the "**Revised License Transfer Applications**"). Two applications were submitted in respect of 2661707 as there was some urgency in advancing the transfer of certain of the licenses for 2661707 given plans that they were seeking to advance for which they wished to advance regulatory applications for power generation and AI data centre construction.
22. On January 19, 2026, I wrote to the AER to request that the Revised License Transfer Applications be expedited and reviewed together for the purpose of determining whether

to request security from AlphaBow and to provide comments with regard to the calculation of any security requested. I provided additional information to the AER in support of the Revised License Transfer Applications, including 360 Engineering & Environmental Consulting Ltd.'s ("**360**") updated proposal for an integrated accelerated closure and liability optimization program. 360 advised that it anticipated it could reduce AlphaBow's AER liability by between \$34.15 million and \$53.6 million.

23. I also provided a copy of a letter from Sayer Energy Advisors, the sales advisor for AlphaBow's SISP, who advised that "if the Remaining Transactions are not approved and AlphaBow needs to re-market the assets we are certain that a significant amount of AlphaBow's assets will be orphaned as the AlphaBow assets have not been producing for over 2.5 years and a number of AlphaBow's facilities and sites have been severely vandalized." A copy of my letter, with enclosures, dated January 19, 2026, is attached as **Exhibit "B"**.
24. In response, the AER advised that it would not expedite its review of the license transfer applications.
25. Despite the Amended Licence Transfer Requests being outstanding, on January 30, 2026, Tyler Callicott, Director of Enforcement and Orphaning at the AER wrote a letter to Lars DePauw, President of the OWA, cc'ing me. In the letter, Mr. Callicott states that AlphaBow's sites have been inactive for over two years, and, in particular, that the pipelines and wells have been without active flow and inactive, respectively, for over 24 months, requiring abandonment pursuant to AER policies. Mr. Callicott required the OWA to proceed with full suspension, with AlphaBow bearing the full cost. Mr. Callicott incorrectly states that AlphaBow has not made any request or come into compliance with the March or June Orders or requested to regain custody of the Sites. A copy of Mr. Callicott's letter, dated January 30, 2026, is attached as **Exhibit "C"**.
26. On February 5, 2026, Mr. DePauw responded by email, advising that the OWA had put together an initial plan to put AlphaBow sites into compliance. The OWA anticipated starting field operations in April 2026 for around 706 medium risk well suspensions ("**Focus Area #1**"), with an estimated cost of \$30 million.

27. On the same day, Ms. Cameron, counsel for AlphaBow, responded to provide clarification regarding the steps taken by AlphaBow to comply with AER orders and to ask that the AER and the OWA pause their efforts to commence suspension of AlphaBow's sites to provide time for custody over the sites to transfer and for development of a coordinated plan. A copy of Ms. Cameron's letter, dated February 5, 2026, is attached as **Exhibit "D"**.
28. Mr. Callicott did not respond to Ms. Cameron's letter; however he copied me on the AER's response to Mr. DePauw's request to defer operations, which he granted. Attached is a copy of Mr. Callicott's decision, as **Exhibit "E"**. Since then, I have responded to various requests for information from the OWA, while requesting that the OWA minimize costs as much as possible, as any costs incurred would reduce the amount AlphaBow had available as security.
29. On March 9, 2026, Ms. Cameron reached out to the AER and OWA to discuss this application and seek feedback. The next day, Maria Lavelle, counsel for the AER, responded and advised that AER could not comment as to whether or not a further stay extension was warranted in the AlphaBow proceeding, but confirmed that the Revised License Transfer Applications were before the AER. A copy of the email chain is attached as **Exhibit "F"**.
30. AlphaBow received the AER's decision on the Revised License Transfer Applications on March 16, 2026 (the "**Decision**"). Attached as **Exhibit "G"** is a copy of the Decision.
31. Below is a summary of the Decision and how the security requested of AlphaBow has changed from what was previously requested:

<b>Purchaser</b>	<b>Security for License Transfer Application</b>	<b>Security for Revised License Transfer Application</b>
Rockeast Energy Corp.	\$9,885,312.06	\$5,162,028.33 (License Transfer 1960216)
2661707 Alberta Ltd.	\$12,782,223.03	\$6,018,537.06 (License Transfer 1960222)

		\$655,959.96 (License Transfer 1960224)
Cascade Capture Ltd.	\$20,551,822.60	\$9,053,918.64 (License Transfer 1960293)

32. Following receipt of the Decision, I reached out to each of the purchasers to see if they intended to proceed with the transfer, could meet the conditions imposed on them and would consider posting security on AlphaBow's behalf. Following those discussions and consultation with the Monitor, AlphaBow determined that it would seek to proceed with Application No. 1960224 as the purchaser has advised that it will post security on AlphaBow's behalf in the amount of \$655,959.96 and Application No. 1960293 as AlphaBow has sufficient funds to post the \$9,053,918.64 requested. AlphaBow will have 30 days to post security from the acceptance of these conditions. It understands that both 2661707 and Cascade intend to post the security requested of them in respect of these transactions, however as the amount has changed from what was previously requested, Cascade has sought an extension to accept the conditions while they meet with financial partners and review the impact on their development plans.
33. AlphaBow is not in a position to post the security in respect of Application No. 1960216 and 1960222 at this time. Both of these applications relate to transactions that have closed. AlphaBow understands that Resurgent may look to enter into operating agreements with those parties which would provide AlphaBow with another source of revenue going forward. New transfer applications could be submitted in the future.
34. Should the Cascade transaction not be able to proceed within the timeframe provided by the AER, AlphaBow understands that the OWA will seek to appoint a receiver.

#### **V. Cash Flow Forecast**

35. AlphaBow is working with the Monitor to prepare an updated cash flow forecast, a copy of which will be attached to the Thirteenth Report of the Monitor. AlphaBow projects that

it will have sufficient cash to continue these proceedings through to the end of the Stay Extension and pay outstanding post filing obligations.

## **VI. STAY EXTENSION**

36. Activities taken by AlphaBow since the last application have included:
- a. responding to stakeholder inquiries;
  - b. working with purchasers;
  - c. responding to an application to lift the stay of proceedings;
  - d. seeking to understand and address the AER's concerns regarding the outstanding License Transfer Applications;
  - e. conducting work and engaging with consultants to prepare applications to reduce the AER's assessment of AlphaBow's environmental liabilities;
  - f. preparing and submitting the Revised License Transfer Applications;
  - g. responding to multiple requests seeking to lift the stay of proceedings;
  - h. continuing to assist the Monitor with the review of claims under the claims process;
  - i. attending ongoing meetings with the Monitor;
  - j. assisting in the preparation of the cash flow statement; and
  - k. preparing materials for this application.
37. AlphaBow has been acting in good faith and with due diligence and continues to require a stay of proceedings while it continues to work with purchasers and stakeholders to finalize the Corporate Transaction.
38. Without the benefit of an ongoing stay of proceedings, AlphaBow anticipates that one or more of its creditors would seek to advance proceedings which would result in a

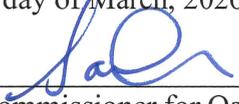
deterioration of funds available for distribution to stakeholders and potentially impede the ability of the remaining transactions to close.

39. In my view, the requested extension is appropriate and will not materially prejudice any of AlphaBow’s creditors. AlphaBow’s cash projection will be included in the Monitor’s Report to be filed in connection with this Application.

**VII. CONCLUSION**

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

SWORN BEFORE ME )  
at the City of Calgary, Alberta, this )  
23<sup>rd</sup> day of March, 2026. )

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

**Sarah Aaron**  
*Barrister & Solicitor*  
A Notary Public/Commissioner for Oaths  
in and for the Province of Alberta  
My Commission expires at the pleasure of  
the Lieutenant Governor in Council

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

This is **Exhibit "A"** referred to in the  
Affidavit of **BEN LI**  
affirmed before me this 23<sup>rd</sup> day of March, 2026.



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A Commissioner for Oaths  
in and for Alberta

**Sarah Aaron**

*Barrister & Solicitor*

A Notary Public/Commissioner for Oaths  
in and for the Province of Alberta

My Commission expires at the pleasure of  
the Lieutenant Governor in Council

CERTIFIED *E. Wheaton*  
by the Court Clerk as a true copy of  
the document digitally filed on Jan  
2, 2025

CLERK'S STAMP



COURT FILE NUMBER: 2401-05179  
COURT COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE 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 **TRANSACTION APPROVAL AND REVERSE  
VESTING ORDER**

ADDRESS FOR SERVICE  
AND CONTACT  
INFORMATION OF  
PARTY FILING THIS  
DOCUMENT:

**BENNETT JONES LLP**  
Suite 4500, 855 – 2<sup>nd</sup> Street S.W.  
Calgary, AB T2P 4K7

Attention: Keely Cameron / Sarah Aaron  
Telephone No.: 403-298-3324/3177  
Fax No.: 403-265-7219  
Client File No.: 88323.6

**DATE ON WHICH ORDER WAS PRONOUNCED:** Thursday, December 19, 2024

**LOCATION OF HEARING OR TRIAL:** Calgary Law Courts, via Webex

**NAME OF JUSTICE WHO MADE THIS ORDER:** The Honourable Justice J. R. Jeffrey

**UPON the application** of AlphaBow Energy Ltd. ("**AlphaBow**" or the "**Applicant**") for an Order approving the sale transaction (the "**Transaction**") contemplated by the Amended and Restated Subscription Agreement dated December 16, 2024 (the "**Subscription Agreement**") between AlphaBow and 2628071 Alberta Ltd. (the "**Purchaser**"); **AND UPON** having read the Affidavit of Ben Li, sworn on December 9, 2024, the Supplemental Affidavit of Ben Li, sworn on December 16, 2024, the Affidavit of Service of Stephanie Dumoulin, and the Monitor's Sixth

Report (the "**Sixth Report**"); **AND UPON hearing** the submissions of counsel for the Applicant, counsel for KSV Restructuring Inc. (the "**Monitor**"), and any other interested parties appearing at the application **AND UPON** the Court being satisfied based on the written submissions that the factors set out in *Harte Gold Corp (Re)*, 2022 ONSC 653 have been met and the transaction has not been structured to override voting on a plan;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

**CAPITALIZED TERMS**

2. Capitalized terms used but not otherwise defined in this Order shall have the meaning given to such terms in the Subscription Agreement.

**APPROVAL OF TRANSACTION**

3. The Subscription Agreement and Transaction are hereby approved, and execution of the Subscription Agreement by the Applicant is hereby authorized and approved, with such amendments as the Applicant and the Purchaser (in consultation with the Monitor) may agree to. The Applicant is hereby authorized and directed to complete the Transaction subject to the terms of the Subscription Agreement, to perform its obligations under the Subscription Agreement and any ancillary documents related thereto, and to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction. In the event of any conflict between the terms of the Subscription Agreement and this Order, this Order shall prevail.
4. Subject to the terms of the Subscription Agreement, this Order shall constitute the only authorization required in respect of the Applicant proceeding with and completing the Transaction.

## REORGANIZATION AND ISSUANCE OF SHARES OF THE COMPANY

5. On the Closing Date, the Applicant is hereby authorized and directed to complete the Transaction, including the Reorganization and issuance of the Purchased Shares to the Purchaser (or its nominee) in consideration of the Purchase Price.
6. The Purchased Shares shall be issued by AlphaBow to the Purchaser (or its nominee) free and clear of and from any Losses or Encumbrances.
7. The Purchaser (or its nominee) and the Applicant, in completing the Transaction, are authorized to:
  - (a) execute and deliver any documents and assurances governing or giving effect to the Transaction as the Purchaser (or its nominee) and/or the Applicant in consultation with the Monitor, may deem to be reasonably necessary or advisable to conclude the Transaction, including the execution of all such ancillary documents as may be contemplated in the Subscription Agreement or necessary or desirable for the completion and implementation of the Transaction, and all such ancillary documents are hereby ratified, approved and confirmed; and
  - (b) take such steps as are, in the opinion of the Monitor, the Purchaser (or its nominee) and/or the Applicant, necessary or incidental to the implementation of the Transaction.
8. The Registrar appointed pursuant to Section 243 of the *Business Corporations Act*, RSA 2000, c B-9, as applicable, shall accept and receive any documents or instruments as may be required to permit or enable and effect the Transaction contemplated in the Subscription Agreement, filed by the Applicant and/or the Monitor.

## VESTING OF ASSETS AND LIABILITIES

9. Subject to the terms of the Subscription Agreement, upon delivery of the Monitor's certificate to the Purchaser substantially in the form set out in Schedule "A" hereto (the "**Monitor's Certificate**"), the following shall occur and be deemed to occur

commencing at the time of delivery of the Monitor's Certificate (the "**Effective Time**") in the following sequence:

- (a) all right, title and interest of AlphaBow in and to the Transferred Assets shall be transferred to and shall vest absolutely and exclusively, without recourse, in the Creditor Trust and all Losses and Encumbrances attached to the Transferred Assets (other than the Retained Liabilities) shall continue to attach to the Transferred Assets with the same nature and priority as they had immediately prior to their transfer. For greater certainty, the O&G Assets, Abandonment and Reclamation Obligations, and Environmental Liabilities, as defined in the Subscription Agreement, shall not constitute Transferred Assets and form part of the Creditor Trust.
- (b) all Losses and Encumbrances in respect of the Company (including the "Transferred Liabilities" as defined in Schedule "B" to the Subscription Agreement), other than the Retained Liabilities, shall be transferred to and assumed by and shall vest absolutely and exclusively without recourse in the Creditor Trust, and shall no longer be liabilities of the Company, and such Losses and Encumbrances (including the Transferred Liabilities) shall continue to attach to the Transferred Assets with the same nature and priority as they had immediately prior to the Effective Time, as if the Transferred Assets had not been conveyed and had remained in the possession or control of the person having that possession or control immediately prior to the transfer;
- (c) all Losses and Encumbrances (including without limitation, the Transferred Liabilities) other than the Retained Liabilities shall be irrevocably and forever expunged, released and discharged as against the Company, the Purchaser (or its nominee), the Purchased Shares and the Retained Assets;
- (d) without limiting subparagraph 9(c), any and all security registrations against AlphaBow shall be and are hereby forever released and discharged as against AlphaBow, and all such security registrations shall attach to the Transferred Assets vested in the Creditor Trust and maintain the same attributes, rights, nature,

perfection and priority as they had immediately prior to the Effective Time, as if the Transferred Assets had not been conveyed and remained in the possession or control of the person having that possession or control immediately prior to the transfer, and no financing change statements in any applicable personal property or other registry system are required to reflect the transfer of and assumption by the Creditor Trust of such security registrations; and

- (e) the Company shall cease to be a Party in this Action and shall be released from the purview of the Amended and Restated Initial Order ("**ARIO**") and all other orders of this Court granted in these proceedings.

10. As of the Effective Time:

- (a) AlphaBow shall continue to hold all right, title and interest in and to the Retained Assets, free and clear of all Losses and Encumbrances other than the Retained Liabilities; and
- (b) AlphaBow shall be deemed to have disposed of the Transferred Assets and shall have no right, title or interest in or to the Transferred Assets.

11. For greater certainty, any person that, prior to the Effective Time, had a Loss or Encumbrance (other than a Retained Liability) against AlphaBow or its assets, properties or undertakings shall, as of the Effective Time, no longer have any such Loss or Encumbrance against or in respect of AlphaBow or the Retained Assets, but shall have an equivalent Loss or Encumbrance, as applicable, against the Transferred Assets to be administered by the Creditor Trust from and after the Effective Time, with the same attributes, rights, security, nature and priority as such Loss or Encumbrance had immediately prior to its transfer to the Creditor Trust, and nothing in this Order limits, lessens, modifies (other than by change in debtor) or extinguishes the Loss or Encumbrance of any Person as against the Transferred Assets to be administered by the Creditor Trust.

12. From and after the Effective Time, the Purchaser (or its nominee) and/or AlphaBow (or the Monitor on its behalf) shall be authorized to take all steps as may be necessary to effect

the discharge and release as against AlphaBow and the Retained Assets of the Losses and Encumbrances that are transferred to and vested in the Creditor Trust.

13. From and after the Effective Time:
  - (a) any and all contractual defaults in the Retained Contracts triggered as a result of these CCAA Proceeding shall be deemed to have been cured.
  
14. This Order is without prejudice to:
  - (a) the issues raised by NOVA Chemicals Corporation ("**NOVA**") in the "Application for Reconsideration and Revocation of Decision Approving Pipeline Licence Transfer" dated September 9, 2022 and NOVA's position that AlphaBow does not own and has no legal interest in or contractual right to use or operate the pipeline covered by License 46189 and accordingly no working interest or right convey to the Purchaser; and
  - (b) the issues raised by NOVA in the Originating Application filed in the Court of King's Bench of Alberta in Action No. 2301-10083 and NOVA's position that AlphaBow does not own and has no legal interest in or contractual right to use or operate the pipeline covered by License 47468 and accordingly no working interest or right convey to the Purchaser.
  
15. Notwithstanding this Order, NOVA will maintain and be entitled to advance all of its defences to AlphaBow's counterclaim in Court of King's Bench Action No. 2001-11322, including NOVA's defence that AlphaBow does not own and has no legal interest in or contractual right to use or operate the Delivery Facilities (as defined in the CO2 Sales Agreement) and accordingly no working interest or right to convey to the Purchaser.
  
16. This Order is without prejudice to the Amended Statement of Claim filed by Canadian Natural Resources Limited ("**Canadian Natural**") in Alberta Court of King's Bench Action No. 1901-15627 including, without limitation, Canadian Natural's position that as a result of Canadian Natural's withholding of consent to the transaction between

Pengrowth Energy Corporation and AlphaBow, AlphaBow did not acquire, and does not hold, any right, title or interest to the assets purportedly conveyed thereunder.

17. Upon the delivery of the Monitor's Certificate, and upon filing a certified copy of this Order, together with any applicable registration fees, all governmental authorities and any other applicable registrar or government ministries or authorities exercising jurisdiction with respect to the Company, the Retained Assets or the Transferred Assets, including but not limited to the Alberta Energy Registry, Alberta Personal Property Registry or the Alberta Land Titles Office (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Monitor's Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to give effect to the terms of this Order and the completion of the Transaction and to discharge and release all Losses and Encumbrances other than Retained Liabilities against or in respect of the Company and the Retained Assets, and presentment of this Order and the Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to do so.
18. Without limiting the generality of the foregoing paragraph, the Registrar of the Alberta Personal Property Registry shall and is hereby directed to forthwith terminate and reissue all registrations associated with the Retained Liabilities and Retained Assets.

## **RELEASES**

19. From and after the Effective Time to and including Closing, each of the Monitor, the Purchaser (or its nominee), AlphaBow and its current and former directors, officers, employees, contractors, executive team, agents, representatives, and all of their respective advisors, including financial advisors and legal counsel, (the "**Released Parties**") are hereby released, remised and forever discharged from any and all rights, actions, causes of action, suits, demands, debts, covenants, or claims of any nature whatsoever, whether contractual, extra-contractual, in law or in equity or otherwise, past, present or future, direct or indirect, whether known or unknown (collectively, the "**Released Claims**") against any of the Released Parties; save and except for any and all Released Claims arising out of or

in connection with any fraud, gross negligence or willful misconduct, on the part of the Released Parties, or any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA.

20. From and after the Effective Time to and including Closing, all Persons shall be absolutely and forever barred, estopped, foreclosed and permanently enjoined from pursuing, asserting, exercising, enforcing, issuing or continuing any steps or proceedings, or relying on any rights, remedies, claims or benefits in respect of or against the Monitor, AlphaBow, the Purchaser (or its nominee) or the Retained Assets, in any way relating to, arising from or in respect of:
  - (a) the Transferred Assets;
  - (b) any and all Losses or Encumbrances other than the Retained Liabilities against or relating to AlphaBow, the Transferred Assets or the Retained Assets existing immediately prior to the Effective Time;
  - (c) the insolvency of AlphaBow prior to the Effective Time;
  - (d) the commencement or existence of these CCAA proceedings; or
  - (e) the completion of the Transaction.
  
21. Any party asserting an entitlement to Cure Costs (as defined in the Sale Agreement), whose claim has not been barred pursuant to the Claims Process Order shall have 10 days from the issuance of this Order to make an adjustment to the Cure Cost Claim failing which the amount set out in the Proof of Claim will be deemed final, subject only to such revisions or disallowance as determined by the Monitor or the Court in accordance with the Claims Process Order.

#### **CREDITOR TRUST**

22. The Creditor Trust created pursuant to this Order shall be named the "AlphaBow Residual Trust". The Creditor Trust shall be instituted and administered in accordance with the Creditor Trust Settlement attached as Schedule "B" hereto.

23. At the Effective Time, the Creditor Trust shall be substituted as a Party in these proceedings in place of AlphaBow and the style of cause for these proceedings shall be changed by deleting AlphaBow as a Party, and replacing it with the Creditor Trust as a Party.
24. The Creditor Trust, and the Monitor as Trustee of the Creditor Trust, shall enjoy the benefits of the indemnity and release provided by Sections 6.1, 7.1 and 8.1 of the Subscription Agreement and any other provision of the Subscription Agreement that is for the benefit of either the Creditor Trust or the Monitor as Trustee of the Creditor Trust, notwithstanding the fact that neither are parties to the Subscription Agreement.
25. The administration of the Creditor Trust shall remain subject to this Court's oversight and these proceedings.
26. In addition to and without limiting the rights and protections afforded to AlphaBow and the Monitor pursuant to the ARIO, AlphaBow, the Monitor and their respective employees, consultants and representatives shall not incur any liability as a result of acting in accordance with this Order or administering the Creditor Trust, save and except for any gross negligence or willful misconduct on the part of any such parties. All protections afforded to the Applicant and the Monitor pursuant to the ARIO or any further order granted in these proceedings or the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "BIA") shall continue to apply.

#### MISCELLANEOUS MATTERS

27. The Purchaser shall notify Direct Energy Marketing Limited in writing of all sites included in the Transaction to which energy service is restored within 1 year from the date of closing of the Transaction ("**Activated Sites**"). The Purchaser shall pay to Direct Energy all flow-through idle service charges levied by ATCO Electric Ltd. and incurred by Direct Energy for the Activated Sites, for the period from April 26, 2024, to the date of reconnection of energy service.
28. The Monitor is directed to file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

29. 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 BIA, in respect of AlphaBow, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of AlphaBow; and
- (d) the provisions of any federal or provincial statute:

the execution of the Subscription Agreement and the implementation of the Transaction shall be binding on any trustee or other administrator in respect of the Creditor Trust and any trustee in bankruptcy or receiver that may be appointed in respect 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 or at common law, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

30. Notwithstanding this Order, AlphaBow and the Purchaser (or its nominee) shall be entitled to make incremental changes to the Subscription Agreement.

31. The Monitor, 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.

32. This Court shall retain exclusive jurisdiction to, among other things, interpret, implement and enforce the terms and provisions of this Order, the Subscription Agreement and all amendments thereto, in connection with any dispute involving AlphaBow or the Creditor Trust, and to adjudicate, if necessary, any disputes concerning AlphaBow or the Creditor Trust related in any way to the Transaction.

33. 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 the Monitor 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 the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.
34. 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.
35. 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**

CLERK'S STAMP

**COURT FILE NUMBER:** 2401-05179

**COURT** COURT OF KING'S BENCH OF ALBERTA

**JUDICIAL CENTRE** 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**

**MONITOR'S CERTIFICATE**

**ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT:**

**BENNETT JONES LLP**  
Suite 4500, 855 – 2<sup>nd</sup> Street S.W.  
Calgary, AB T2P 4K7

Attention: Keely Cameron / Sarah Aaron  
Telephone No.: 403-298-3324/3177  
Fax No.: 403-265-7219  
Client File No.: 88323.6

**RECITALS**

- A. AlphaBow Energy Ltd. (the "**Company**") commenced proceedings (the "**CCAA Proceedings**") in the Court of King's Bench of Alberta in the Judicial District of Calgary, Alberta (the "**Court**") under the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36 (the "**CCAA**") and on April 26, 2024, the Company was granted creditor protection pursuant to an initial order granted by the Court under the CCAA (the "**Initial Order**");
- B. pursuant to the Initial Order, among other things, KSV Restructuring Inc. ("**KSV**") was appointed as monitor of the Company;
- C. on April 26, 2024, the Court granted an amended and restated order (the "**ARIO**");
- D. pursuant to an Order of the Court granted December 19, 2024, the Court granted a Reverse Vesting Order approving the transaction contemplated by the Subscription Agreement

made as of December 9, 2024, as the same may be amended from time to time (the "**Subscription Agreement**") between AlphaBow and Cascade Capture Ltd. (the "**Purchaser**").

- E. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Subscription Agreement.

**THE MONITOR CERTIFIES** the following:

1. The Purchaser has paid and the Monitor has received the Purchase Price for the Purchased Shares payable on the Closing Date pursuant to the Subscription Agreement;
2. The conditions to closing as set out in the Subscription Agreement have been satisfied or waived by the Debtors and the Purchaser; and
3. The Transaction contemplated by the Subscription Agreement has been completed to the satisfaction of the Monitor.
4. This Certificate was delivered by the Monitor at [Time] on [Date].

**KSV Restructuring Inc., in its capacity as Monitor of AlphaBow Energy Inc., and not in its personal capacity.**

**Per:** \_\_\_\_\_  
**Name: Andrew Basi**

## SCHEDULE "B"

### Creditor Trust Settlement

#### AlphaBow Residual Trust

#### RECITALS

- A. AlphaBow Energy Ltd. (the "**Company**") commenced proceedings (the "**CCAA Proceedings**") in the Court of King's Bench of Alberta in the Judicial District of Calgary, Alberta (the "**Court**") under the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36 (the "**CCAA**") and on April 26, 2024, the Company was granted creditor protection pursuant to an initial order granted by the Court under the CCAA (the "**Initial Order**");
- B. pursuant to the Initial Order, among other things, KSV Restructuring Inc. ("**KSV**") was appointed as monitor of the Company;
- C. on April 26, 2024, the Court granted an amended and restated order (the "**ARIO**");
- D. pursuant to an Order of the Court granted December 19, 2024, the Court granted a Reverse Vesting Order approving the transaction contemplated by the Amended and Restated Subscription Agreement made as of December 9, 2024, as amended (the "**Subscription Agreement**") between AlphaBow and Cascade Capture Ltd. (the "**Purchaser**").
- C. The Subscription Agreement contemplates a transaction (the "**RVO Transaction**") which includes, among other things: (i) the establishment of a trust for the benefit of the creditors of the Company (the "**Creditor Trust**"); (ii) the transfer to the Creditor Trust of certain liabilities of the Company (the "**Transferred Liabilities**"); (iii) the transfer to the Creditor Trust of certain assets of the Company (the "**Transferred Assets**"); (iv) the payment by the Purchaser of the Purchase Price payable under the Subscription Agreement (the "**RVO Payment**"); and (v) the retention by the Company of certain liabilities associated with the assets and contracts being retained by the Company (the "**Retained Liabilities**" and the "**Retained Assets**", respectively).

This Creditor Trust Settlement is intended to be appended to and form part of the RVO, for the purpose of furthering the RVO Transaction, including but not limited to governing the manner in which the Creditor Trust shall be established, effective on the closing of the RVO Transaction, and administered thereafter. Capitalized words and phrases used in this Creditor Trust Settlement but not otherwise defined herein shall have the meanings given to them in the Subscription Agreement.

## **ARTICLE 1 ESTABLISHMENT OF THE CREDITOR TRUST**

### **1.1 Settling the Creditor Trust**

The Creditor Trust shall be named the "AlphaBow Residual Trust" and shall be settled by the delivery by the Purchaser of the RVO Payment, in the amount of the Purchase Price (the "**Settlement Funds**") to the Trustee.

### **1.2 Appointment of the Trustee**

KSV Restructuring Inc. in its capacity as the Court-appointed monitor of the Company shall be the trustee of the Creditor Trust (the "**Trustee**") and shall hold the Settlement Funds in trust for the creditors of the Company (the "**Creditor Trust Beneficiaries**"), subject to the terms of this Creditor Trust Settlement. The Trustee shall have all the rights, powers and duties set forth herein and pursuant to applicable law for accomplishing the purposes of the Creditor Trust.

### **1.3 Purpose of the Creditor Trust**

The purpose of the Creditor Trust is for the Trustee to hold the Settlement Funds and the Transferred Assets, assume the Transferred Liabilities, and to distribute the Settlement Funds and Transferred Assets to the Creditor Trust Beneficiaries, in accordance with their respective priorities, rights and entitlements as against the Company or Transferred Assets.

## **ARTICLE 2 THE TRUSTEE**

### **2.1 Authority of Trustee**

The Trustee shall have all powers and authorities necessary to carry out the purpose of the Creditor Trust as set out in Article 1.3. The Trustee may from time to time apply to the Court for advice and directions as to the discharge of its powers and duties hereunder.

### **2.2 Compensation of the Trustee**

The Trustee shall be compensated for its services, and reimbursed for its expenses, including the reasonable costs and expenses of its legal counsel from the Settlement Funds.

### **2.3 Standard of Care; Exculpation**

In addition to the rights and protections afforded to the Trustee under the CCAA or as an Officer of the Court, the Trustee shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Creditor Trust Settlement, save and except for any gross negligence or willful misconduct on its part. Nothing in this Creditor Trust Settlement shall derogate from the protections afforded to the Trustee by the CCAA or any applicable legislation, or the ARIIO.

**ARTICLE 3  
INDEMNIFICATION**

**3.1 Indemnification of Trustee and others**

To the fullest extent permitted by law, the Creditor Trust, to the extent of its assets legally available for that purpose, shall indemnify and hold harmless the Trustee, and each of its respective directors, members, shareholders, partners, officers, agents, employees, counsel and other professionals (collectively, the "**Indemnified Persons**") from and against any and all losses, costs, damages, reasonable and documented out-of-pocket expenses (including reasonable fees and expenses of counsel and other advisors and any court costs incurred by any Indemnified Person) or liability by reason of anything any Indemnified Person did, does, or refrains from doing for the business or affairs of the Creditor Trust, except to the extent that the loss, cost, damage, expense or liability resulted from the Indemnified Person's gross negligence or willful misconduct.

**ARTICLE 4  
TERM; TERMINATION OF THE CREDITOR TRUST**

**4.1 Term; Termination of the Creditor Trust**

(a) The Creditor Trust shall commence on the date that the RVO Transaction closes, and shall terminate no later than six months thereafter; provided, however, that, on or prior to the date that is 30 days prior to such termination, the Trustee may extend the term of the Creditor Trust if it is necessary to the efficient and proper administration of the Creditor Trust in accordance with the purposes and terms of this Creditor Trust Settlement, by filing a notice of such extension with the Court, and serving such notice on interested parties.

(b) The Creditor Trust may be terminated by the Trustee earlier than its scheduled termination if the Trustee has distributed all Settlement Funds and performed all other duties required by this Creditor Trust Settlement.

**ARTICLE 5  
AMENDMENT AND WAIVER**

**5.1 Amendment and Waiver**

The Trustee may amend, supplement or waive any provision of this Creditor Trust Settlement, without notice to or the consent of the Creditor Trust Beneficiaries or the approval of the Court: (i) to cure any ambiguity, omission, defect or inconsistency in this Creditor Trust Settlement; (ii) to comply with any legal (including tax) requirements; and (iii) to achieve any other purpose that is not inconsistent with the purpose and intention of this Creditor Trust Settlement.

**ARTICLE 6  
MISCELLANEOUS PROVISIONS**

**6.1 Laws as to Construction**

This Creditor Trust Settlement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to whether any conflicts of law would require the application of the law of another jurisdiction.

**6.2 Jurisdiction**

Without limiting any Person's right to appeal any order of the Court with regard to any matter, (i) the Court shall retain exclusive jurisdiction to enforce the terms of this Creditor Trust Settlement and to decide any claims or disputes which may arise or result from, or be connected with, this Creditor Trust Settlement, or the matters contemplated hereby, and (ii) any and all actions related to the foregoing shall be filed and maintained only in the Court.

**6.3 Irrevocability**

The Creditor Trust is irrevocable, but is subject to amendment and waiver as provided for in this Agreement.

This is **Exhibit "B"** referred to in the  
Affidavit of **BEN LI**  
affirmed before me this 23<sup>rd</sup> day of March, 2026.



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A Commissioner for Oaths  
in and for Alberta

**Sarah Aaron**

*Barrister & Solicitor*

A Notary Public/Commissioner for Oaths  
in and for the Province of Alberta

My Commission expires at the pleasure of  
the Lieutenant Governor in Council

January 19, 2026

Alberta Energy Regulator  
Suite 1000  
250 - 5th St SW  
Calgary, AB T2P 0R4

Dear Sir or Madam:

**Re: AlphaBow Energy Ltd. ("AlphaBow") Transfer Application Nos. 1960222, 1960216, 1960224, 1960293**

Please accept this letter as part of the above noted transfer applications. This letter is provided to request that the Alberta Energy Regulator ("AER") expedite its review of these transfer applications and review them together for the purpose of determining whether to request security from AlphaBow and to provide comments with regard to the calculation of any security requested.

### **Request for Expedited**

Public notice of these transfer applications has previously been provided by virtue of previous license transfer applications (AER License Transfer Application Nos. 1956989, 1959490, 19594497, and 1957129), and notice of the underlying transactions was provided through the court application where approval was sought and obtained. As no statement of concerns were filed, we ask that the AER render its decision on the transfer applications on an expedited basis in accordance with Rule 5.2(2)(d) of the AER Rules of Practice.

As the AER is aware, AlphaBow is in insolvency proceedings. Besides the ongoing administration costs associated with these proceedings, each delay results in further degradation of the assets and a risk that the purchasers of the assets will no longer be prepared to proceed to close the transactions. As set out in the letter attached as Schedule A from Sayer Energy Advisors ("**Sayer**"), who is the independent court approved sale advisor who has conducted the extensive and ongoing marketing of AlphaBow's assets, should these transactions not proceed to close, it is likely that the majority of AlphaBow's remaining assets will remain with the Orphan Well Association ("**OWA**"). Sayer estimates that 90% of the assets would remain with the OWA.

This is not in the public interest and is contrary to a core tenet of the AER's mandate, being the orderly and responsible development of Alberta's resources. Further, the OWA has always be intended to be a last resort. These parties, who are all third parties to AlphaBow should be given an opportunity to operate and demonstrate that they can be responsible operators.

The current status quo under the AER's orders has resulted in a loss of jobs, less oversight over the assets under the care of the OWA, who has less of a field presence than AlphaBow had and which has

resulted in significant vandalism eroding value in the assets, and lack of payment to landowners, municipalities and the province. In contrast and as discussed below, each of the transactions proposed, all of which have been approved by the Court for over 1 year with no stakeholder objections, will result in resumption of production, payment of cure costs and we understand payment by the *purchasers* of security to the AER.

## **Background**

Following the AER requesting over \$15 million in security from AlphaBow to purportedly protect the OWA in March, 2023, the AER proceeded to direct the suspension and orphaning of AlphaBow's assets when it was unable to provide the requested security within the time period sought. After causing the very harm the security request was to prevent, AlphaBow was ultimately required to commence insolvency proceedings on April 1, 2024.

Rather than walk away from its obligations, consistent with the requests of the AER and OWA, AlphaBow, Sayer and the Monitor structured a sales process approved by the Court, which both the AER and OWA had notice of, to find purchasers for AlphaBow's assets. Numerous purchasers were ultimately located for the assets and the proposed transactions were discussed with the AER's insolvency group and other than requesting the delay of Court- approval of the transactions, as further set out below, no concerns were raised.

At the request of the AER, AlphaBow delayed Court approval of the majority of the transactions until it was in a position to seek approval of transactions that would ensure all environmental obligations of AlphaBow would be assumed. This delay resulted in the loss of at least one transaction, resulting in additional assets needing to be assumed or purchased by one or more other purchasers.

AlphaBow was ultimately able to comply with this request, and on December 19, 2024, the transactions were approved by the Court. The AER was in attendance at the December 19 Court appearance, and did not object to any of the transactions nor advise that the transactions would necessitate AlphaBow posting security (including posting security in amounts it knew AlphaBow did not have). In fact, consistent with AlphaBow's understanding, a number of transactions that were approved by the Court on December 19, 2024 resulted in the AER completing license transfers from AlphaBow to purchasers with no security being required from AlphaBow.

It was not until AlphaBow was down to the final three transfer applications that need to be completed for AlphaBow to complete its insolvency proceedings that the AER requested security from AlphaBow, seeking:

- \$20,551,822.60 (pursuant to Application No. 1957129)
- \$9,885,312.06 (pursuant to Application No. 195490)
- \$12,782,223.03 (pursuant to Application No. 1954497)
- **\$43,219,357.70**

This amount is almost three times the amount of security sought from AlphaBow in 2023, and is almost double the amount of security collected by the AER on all license transfer applications in 2024.<sup>1</sup>

Not only does AlphaBow lack the funds to provide the security sought (which the AER is aware of due to cash flow statements provided by the Court-appointed monitor<sup>2</sup>), but AlphaBow is not in a position to obtain funding from other sources to address these amounts. Its assets have been sold, as has its shares. Short of resuming production of the assets and producing for an extended period of time, which is not permitted by the AER's June 2023 order suspending AlphaBow's licenses and sites, and would impede the transactions, it is not in a position to generate funds beyond what it has.

AlphaBow has asked its purchasers to post the security, but not only is it not a term of the agreements, as they already have to post security for the assets they are assuming, are already assuming assets which will require additional funds to bring them back into compliance and into operation, they are not prepared to increase their purchase prices.

In any event, as the intent of the security is to protect the OWA and the assets are already with the OWA, the best mechanism to achieve the AER's goal of protecting the OWA would be to permit the transactions and license transfers to proceed.

The transaction with RockEast Energy Corp. ("**RockEast**"), an existing operator has already closed and RockEast has assumed all interests except for the licenses which the AER has not transferred. It has also become the operator of the Hughenden Unit. AlphaBow's assets in this area had to be marketed multiple times, and no other party was prepared to assume as much liability as RockEast for AlphaBow's assets in this area.

The transaction with 2661707 Alberta Ltd. involves assets with which were also marketed multiple times as previous offers fell through. No better offer is expected and if the transaction is approved further funds will be paid into the estate between \$50,000 - \$120,000, as the purchase price is subject to adjustment based on the cure costs required to be paid. 2661707 Alberta Ltd, is not related to any of the other purchasers.

The transaction with 2628069 Alberta Ltd. and its nominee, Cascade Capture Ltd. ("**Cascade**") is for certain licenses and partial working interests in key assets of AlphaBow, namely certain carbon and Enhanced Oil Recovery assets. The closing of this transaction will trigger a corporate transaction of AlphaBow, resulting in the acquisition of all of the shares of Alberta by a third party, 2628071 Alberta Ltd. by way of a Reverse Vesting Order, which was also approved by the Court on December 19, 2024.

Cascade and 2628071 Alberta Ltd. have different management and ownership, though we understand that the two entities intend to cooperate. This cooperation is built into the purchase agreements which have Cascade farming in to certain AlphaBow assets and assuming only a 45% working interest in

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<sup>1</sup> <https://www.aer.ca/data-and-performance-reports/industry-performance/liability-management-performance-report/estimated-liability-and-licensee-capability>

<sup>2</sup> [https://www.ksvadvisory.com/docs/default-source/insolvency-case-documents/alphabow/ccaa-proceedings/reports/eleventh-report-of-the-monitor-\(cassels\)-filed-september-18-2025.pdf?sfvrsn=1a9a1782\\_1](https://www.ksvadvisory.com/docs/default-source/insolvency-case-documents/alphabow/ccaa-proceedings/reports/eleventh-report-of-the-monitor-(cassels)-filed-september-18-2025.pdf?sfvrsn=1a9a1782_1)

certain key facilities. This will ensure that AlphaBow continues to hold an interest in valuable assets and have the cash flow necessary to meet its obligations. At the pre-application meeting, Cascade advised that it would be contributing \$10 million to AlphaBow for closure work.

Pursuant to the Reverse Vesting Order, AlphaBow will emerge from its insolvency proceedings free and clear from its debt. Resurgent, as AlphaBow's new shareholder, will assume all of AlphaBow's remaining licensed assets.

If these transactions are not able to proceed, these assets will continue to be held by the OWA, and any subsequent sales process run by the OWA will not only result in the diversion of resources from true orphans (including \$70,000 per month received from AlphaBow to monitor AlphaBow's sites, but as set out Sayer's letter at Schedule A, the majority of these assets will nevertheless likely remain in the OWA's care instead of with industry proponents.

### **Security Requests from AlphaBow**

The security requests to date have failed to adequately consider:

1. the cumulative effect of these transfer applications in reducing AlphaBow's overall environmental liabilities;
2. the actual deemed liabilities that would remain post transfer are significantly less than what shows up in the AER records. Approximately 1252 of AlphaBow's abandoned wells have phase I assessments completed and the sites having been reclaimed with vegetation re-established. In addition to AlphaBow's liability being overstated by approximately \$34 million on this basis alone, it is also further overstated due to overlapping pads, base groundwater protection overrides, improper paper batteries, and AER deemed liability assessments (see the letter attached as Schedule B from 360 Engineering & Environmental Consulting);
3. the actual value of AlphaBow's remaining inventory post-transfer cannot be calculated simply based on what sites will remain that were previously producing; such an approach ignores that AlphaBow had not fully ramped up production following the pandemic, that AlphaBow has structured the transaction with Cascade and Resurgent so that AlphaBow will receive continued cash flow from the assets being sold to Cascade and that the business plans of the purchasers are not simply to produce the wells but also to utilize the sites for power generation and CCUS;
4. that AlphaBow's sites are not inactive in the traditional sense that the AER is concerned with (i.e., they are not shut-in due to lack of value), but rather due to the AER's order that directed suspension due to the inability to post security. As such, it is unfair to consider all of AlphaBow's liability as being inactive;
5. that AlphaBow will have no debt post-transfer as a result of the liabilities being vested off and will no longer be insolvent;

January 19, 2026

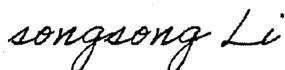
Page 5

6. AlphaBow will have new ownership and management following approval of the Cascade transfer. The AER has already granted 2628071 Alberta Ltd. (the purchaser of AlphaBow's shares) license eligibility and the AER will get to complete a new assessment of AlphaBow under its new ownership pursuant to Directive 067; and
7. that AlphaBow, while in insolvency proceedings and subject to existing AER orders, has had and continues to have no ability to generate additional funds to post security.

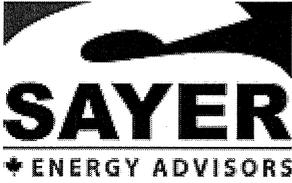
While AlphaBow has no way to provide the AER with over \$43 million in security, it is prepared to provide to the AER, as security, the funds that it will have available should the Cascade transfer application be able to proceed such that the share transaction is triggered as it understands that the municipalities that would otherwise be entitled to these funds do not object. Alternatively, it would be prepared to pay funds in trust to 360 Engineering & Environmental Consulting to complete all or some of the work set out in the proposal attached as Schedule C which is anticipated to result in reductions in AlphaBow's liability of at least \$54 million generating significantly more value to all stakeholders than simply holding the funds would.

It continues to be AlphaBow's goal to ensure that its environmental obligations are addressed. These security requests seeking funds which AlphaBow does not have impair AlphaBow's ability to achieve this goal. These transactions have gone through significant scrutiny, have been approved by the Court, and are the best options available. We ask that the AER exercise its discretion in a manner that enables them to proceed.

Yours truly,



Ben Li



**\*STRICTLY CONFIDENTIAL\***

January 14, 2026

**Bennett Jones LLP**

Suite 4500 Bankers Hall East, 855 – 2<sup>nd</sup> Street SW  
Calgary, Alberta T2P 4K7

Attention: **Ms. Keely Cameron**  
**Partner**

Dear Keely:

RE: **AlphaBow Energy Ltd.**  
**CCAA Sale Process**

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Further to our recent discussions wherein Sayer Energy Advisors ("Sayer") in 2024 publicly marketed the oil and natural gas interests (the "Properties") held by AlphaBow Energy Ltd. ("AlphaBow" or the "Company") for KSV Restructuring Inc., in its capacity as court-appointed monitor of AlphaBow and not in its personal capacity ("KSV" or the "Monitor"), Sayer is pleased to present you with this summary of the marketing process and if a new sale process was initiated for the remaining Properties how successful we anticipate that it would be.

**Background of Sayer:**

Sayer has provided a number of corporate advisory and merger and acquisition services to the oil and natural gas community for over thirty-eight years. These services have included but are not limited to the following: corporate sales; oil and natural gas property sales; advice to corporations involved in mergers and/or sales transactions; fairness opinions; private and public valuation opinions; oil and natural gas transaction analysis and oil and natural gas acquisition services.

In addition to the aforementioned services, our research team prepares a quarterly review and analysis of all oil and natural gas transactions concluded in Canada. This keeps us up to date at all times with not only the market price of assets, but also which parties are currently active in the acquisitions and divestitures marketplace.

Recently, Sayer has been specializing in providing quality services to the companies involved in modestly sized transactions. We feel that the market niche for these transactions is one that has not historically been adequately served despite the large number of smaller companies in the business and we believe that we are well positioned to service this niche.

We have developed an extensive contact base of potential parties seeking to purchase properties or corporations worth between \$1 million and \$200 million. Our approach to servicing property or corporate transactions in this size range is to use our technical expertise to develop a thorough understanding of the assets or corporation that we are marketing, and to effectively communicate this knowledge and understanding to the target audience. Through a combination of understanding the true value of the assets and effective marketing we are able to deliver premium



results in a manner that is second to none. A more detailed summary of our services and personnel is found on our website at [www.sayeradvisors.com](http://www.sayeradvisors.com).

**Marketing:**

Public marketing of the Properties commenced on May 28, 2024. At that time an information brochure summarizing the Properties was mailed to approximately 400 contacts.

On May 28, 2024, a copy of the information brochure along with corresponding maps and summary information for each area was placed on the Sayer website, [www.sayeradvisors.com](http://www.sayeradvisors.com). The detailed information was consolidated into one document which was available for visitors to download from the webpage. Statistics from our internet provider show that, throughout the marketing process, this document was downloaded a total of 377 times. This is a high number of downloads for an offering of this nature.

Subsequent to the mailing, on May 29, 2024 approximately 2,250 parties from a separate distribution list received an electronic copy of the brochure by email. Copies of the information brochure and the email are attached.

On May 29, 2024 and May 30, 2024 an advertisement was placed in the Daily Oil Bulletin (“DOB”) announcing the divestiture. A copy of the advertisement is attached. Statistics from the DOB show that the advertisement was viewed a total of 154 times.

We placed an advertisement in the BOE Report on May 29, 2024. A copy of the advertisement is attached. Statistics from the *BOE Report* show that the advertisement was viewed a total of 1,746 times.

We also placed advertisements relating to the opportunity in A&D Watch and Energy Advisors Group, in an attempt to reach new parties not currently on our mail or email distribution lists in Canada and the U.S.

In addition, an advertisement announcing the divestiture was placed in Sayer’s Canadian Oil Industry Asset Sale Listing during the entire marketing period.

A physical Data Room was made available in the Sayer office during the marketing process. The Data Room was made available from the week of May 27, 2024 through to the bid deadline on July 4, 2024.

Throughout the marketing period, which ended with the receipt of offers to purchase by noon on July 4, 2024, the principals of Sayer followed up the initial marketing by contacting a number of potential candidates that we felt would be interested in the opportunity.

**Confidentiality Agreements:**

During the public marketing process a total of 124 confidentiality agreements (“CAs”) were received. This is a high number of CAs for a divestiture of this nature. Each party signing a CA was provided with access to a virtual data room which contained confidential information relating to the Properties.

**Physical Data Room Visits:**

All of the parties that signed a CA were given access to the virtual data room and encouraged to come to the physical data room which was made available during the marketing process. No companies attended the physical data room. This is not unexpected for an offering of this nature

as extensive information was found in the virtual data room for prospective purchasers to evaluate the opportunity.

**Offers Received:**

A total of 58 companies submitted 75 offers *or expressions of interest* prior to the bid deadline of 12:00 PM on July 4, 2024. The ratio of bids to CAs received (75/124 or 60%) is high compared to other similar divestiture assignments Sayer has recently managed.

**Transactions Completed:**

Subsequent to the receipt of the offers on July 4, 2024 AlphaBow closed transactions with 15 companies. AlphaBow is still working on closing three remaining transactions with 2628069 Alberta Ltd., 2628071 Alberta Ltd. and 2661707 Alberta Ltd. which encompass all of the remaining assets held by AlphaBow (the "Remaining Transactions"). It should be noted that we have had a minimal number of inquiries relating to AlphaBow's assets since early 2025 for a handful of wells but nothing of the scope found in the Remaining Transactions.

**Ramifications of Not Receiving Approval For the Remaining Transactions:**

As the Remaining Transactions encompass all of the remaining assets of AlphaBow we strongly believe that approval of the Remaining Transactions is in the best interests of all stakeholders as none of AlphaBow assets will be orphaned. In addition, if the Remaining Transactions are not approved and AlphaBow needs to re-market the assets we are certain that a significant amount of AlphaBow's assets will be orphaned as the AlphaBow assets have not been producing for over 2.5 years and a number of AlphaBow's facilities and sites have been severely vandalized. If the Remaining Transactions are not approved we estimate that over 90% of the interests associated with the Remaining Transactions will be orphaned based on the offers we received during the marketing process.

**Conclusion:**

In conclusion, it is highly unlikely any superior offers would be received in a remarketing of the remaining AlphaBow oil and natural gas interests. A remarketing process would also lead to more costs and delays with a significantly worse outcome. Our strong recommendation is that approval be granted for the Remaining Transactions as this would be in the best interests for all stakeholders involved.

Yours truly,

**SAYER ENERGY ADVISORS**



Tom Pavic, CFA  
President

## Schedule "B"



# Accelerated Closure & Liability Optimization Services

*Prepared for Bennett Jones LLP*

January 13, 2026

Rates valid through December 31, 2026

**360 Engineering & Environmental Consulting Ltd.**

1600, 202 6 Ave SW, Calgary, AB T2P 2R9

403.454.3600 | [info@360eec.com](mailto:info@360eec.com)



## Accelerated Closure & Liability Optimization Services

Prepared for Bennett Jones LLP

January 13, 2026  
Keely Cameron, Partner  
**Bennett Jones LLP**  
855 2 Street SW  
Calgary, AB, T2P 4J8

**Re:** Proposal for Accelerated Closure & Liability Optimization Services

Dear Keely Cameron,

360 Engineering & Environmental Consulting Ltd. (360) is pleased to submit this scope of work to Bennett Jones, on behalf of AlphaBow Energy, for an integrated Accelerated Closure and Liability Optimization Program designed to strategically deploy approximately \$10,000,000 in closure capital while maximizing full site closure, liability reduction, and regulatory efficiency.

This program combines 360's liability analysis expertise, well abandonment execution, and regulatory support to materially reduce AlphaBow's long-term environmental and financial liabilities.

Please refer to our [Terms & Conditions](#) section for information regarding 360's standard terms and conditions and payment terms. If this proposal meets your satisfaction, please sign the [Terms & Conditions Acknowledgement](#) page and return the full document to the email address listed below. Should you have any questions, please feel free to reach out to me for additional information or clarification. We appreciate your consideration and are eager to discuss how we can contribute to the success of this project.

Sincerely,

**Graeme Hawkins**  
Director, Asset Retirement Obligations  
360 Engineering & Environmental Consulting Ltd.  
P: 403-629-9799  
E: [ghawkins@360eec.com](mailto:ghawkins@360eec.com)

Shaping a  
Better Future

**5,732 +**  
sites abandoned

**27,953 +**  
environmental closure  
activities executed

**162,408 +**  
idle or inactive sites  
reviewed

**\$30 billion**  
in asset retirement  
obligations assessed



# Accelerated Closure & Liability Optimization Services

*Prepared for Bennett Jones LLP*

## SCOPE OF WORK – ACCELERATED CLOSURE & LIABILITY OPTIMIZATION PROGRAM

360 will deliver the program through a phased assessment-to-execution framework, ensuring that closure dollars are directed toward assets that achieve full closure outcomes and remove liability and risk to the public and environment.

### PHASE 1 – REGULATORY REVIEW AND LIABILITY REDUCTION

#### 1.1 Multi-well Pad Reductions

##### *KEY AER REQUIREMENTS / CONDITIONS*

- Eligibility: more than one well on a single surface lease.
- Control: both the well licences and the surface lease must be held by the same licensee.
- Submission: to obtain the reduction, the licensee must submit a multi-well pad notification electronically through the AER's OneStop system via the Multi Licence Pad (MLP) subsystem

##### *SCOPE*

- Geographic area assignment & unique pad identification: Groups wells by surface context to identify likely shared-disturbance candidates efficiently.
- Satellite imagery review & disturbance area validation: Used to confirm whether wells are on a shared disturbance or single lease footprint and to support the internal evidence package for MWP reduction submission.
- Pad eligibility register & submission control: Produces an auditable list of candidate pads and ensures that the MLP submissions are targeted to the wells that meet AER criteria.

##### *SUMMARY*

360 notes that overlapping reductions have been applied on some assets, however based on some public data pulls and review there seems to be further sites that may qualify for reclamation reductions of up to 90% of applicable wells.

##### *POTENTIAL LIABILITY REDUCTION*

360 estimates the potential liability reduction to be \$1.1MM, subject to change.



## 1.2 Base of Ground Water Protection (“BGWP”) Adjustments

### KEY AER REQUIREMENTS / CONDITIONS

- The BGWP liability is only removed after AER review of the submitted cementing information, and only “if appropriate” (i.e., the submitted information supports coverage to the base of groundwater protection).
- The mechanism is data-driven: it is not an elective “override”; it is a correction of the AER’s assumptions based on submitted primary cementing information.

### SCOPE

- Wellbore stratification (depth, vintage, construction, abandonment complexity). Flags wells that carry BGWP deemed liability and identify likely candidates where cementing information is missing vs. truly absent/insufficient.
- Review completions logs/records to identify cementing information
- Submission packaging: ensures that each BGWP adjustment request is supported by a clear, well-specific rationale aligned to the AER’s stated criteria.

### SUMMARY

Directive 011 is explicit that BGWP reductions are obtained by submitting missing primary cementing information and having the AER remove the add-on after review. 360’s workflow is designed to identify candidates, assemble the evidence, and manage submissions at scale.

### POTENTIAL LIABILITY REDUCTION

Conservative expectation (historically achievable where records are recoverable) is 25%–60% of BGWP liability reduction, i.e., ~5.8MM–\$13.8MM reduction potential out of the current \$23MM BGWP total, subject to change based on available records.

## 1.3 Well Abandonment Scenario Adjustments

### KEY AER REQUIREMENTS / CONDITIONS

- To change the scenario, the licensee must submit an “Adjustment to Well Scenario” form, follow its instructions, and provide the required declaration documentation.
- The AER’s declaration document indicates:
  - Only the licensee of record can submit for its wells; and
  - The declaration must be completed by a senior corporate officer (e.g., CEO/COO/CFO/President), and the information is used to recalculate estimated well abandonment costs.



# Accelerated Closure & Liability Optimization Services

Prepared for Bennett Jones LLP

## SCOPE

- 360 abandonment modelling: reconstructs well-specific abandonment scenarios grounded in engineering execution logic (what is actually required to abandon) and identifies where AER assumptions can be corrected (e.g., downhole completion scenario inputs).
- Directive 011 characterization review integration: uses the updated Directive 011 scenario framework as the baseline, then identifies where a scenario correction is supported by evidence and should be advanced via the AER's established adjustment process (form & declaration).
- Assurance & officer declaration support: prepares the technical backup so the licensee can confidently execute the senior-officer declaration required by the AER.

## SUMMARY

The AER mechanism is procedural (form & declaration) and evidentiary. 360's methodology provides the engineered scenario logic, traceability, and documentation needed to support any applicable adjustment in a way that can withstand audit or regulator scrutiny.

## POTENTIAL LIABILITY REDUCTION

Approximately \$3-10MM, based on availability of data, and subject to change.

### 1.4 Conditional Adjustment of Reclamation Liability

#### KEY AER REQUIREMENTS / CONDITIONS

- Eligibility scope: wells/facilities licensed under Directive 056, excluding sites with EPEA approvals or sites with a site-specific liability assessment (SSLA).
- Conditions: all required abandonment, remediation, and reclamation work is completed; re-establishing vegetative cover is the only remaining activity to obtain certification.
- Submission: request submitted through OneStop.
- Audit / enforcement: AER may audit; if the licensee fails to provide satisfactory verification, AER may reinstate full liability and take other regulatory actions.

## SCOPE

- Reclamation Characteristic Assignment: determines whether a site is cultivated vs. other land type (directly relevant to the \$5k/\$9k CARL outcome).
- Work-in-progress (WIP) and Historical Closure Review: validates that the CARL precondition is met—i.e., abandonment/remediation/reclamation are substantively complete and only revegetation remains.
- OneStop evidence linkage: compiles and cross-references the required OneStop submissions and dates (ESAs, RoSC, remediation records, etc.) so the CARL request is complete and audit ready.



# Accelerated Closure & Liability Optimization Services

*Prepared for Bennett Jones LLP*

## *SUMMARY*

360's approach is designed to convert "closure progress" into a defensible CARL package with the dates, records, and declarations the AER expects.

## *POTENTIAL LIABILITY REDUCTION*

Approximately \$500,000 to \$1.3MM, dependent on advancement of closure since environmental site assessments, subject to change.

## **PHASE 2 - WELL ABANDONMENT EXECUTION**

360 will begin the field execution strategy with the completion of a Directive 011 well abandonment cost review for AlphaBow's portfolio using its proprietary, field-validated ARO cost model, developed from direct abandonment execution experience and a per site, cost estimate ready, quantum of service methodology. This scope is intended to ensure that abandonment planning, regulatory cost benchmarking, and closure prioritization are based on realistic execution scenarios, rather than conservative or generalized deemed liability assumptions and assist in the site selection of the best down hole abandonment candidates. Once closure candidates have been secured, 360 will engineer, manage, mobilize, and execute downhole abandonment activities.

## *SCOPE*

### **2.1 Closure High-Grading Analysis**

- Rank assets based on:
  - Cost-to-closure vs deemed liability
  - Ability to reach reclamation certification
  - Regulatory efficiency and approval risk
  - Opportunities for scope consolidation

Ensure closure spend achieves maximum full-closure conversion and liability reduction per dollar. Accelerate closure timelines while minimizing internal burden on AlphaBow and its legal advisors based on high-grade analysis and assessment of optimal closure candidates.

### **2.2 Execution**

360 will act as closure program manager, completing:

- Engineering
- Closure sequencing and scheduling
- Integration of 360's execution groups
- Vendor coordination and oversight



# Accelerated Closure & Liability Optimization Services

Prepared for Bennett Jones LLP

- Field supervision and progress tracking
- Cost control and invoice validation
- Regulatory reporting and submission tracking

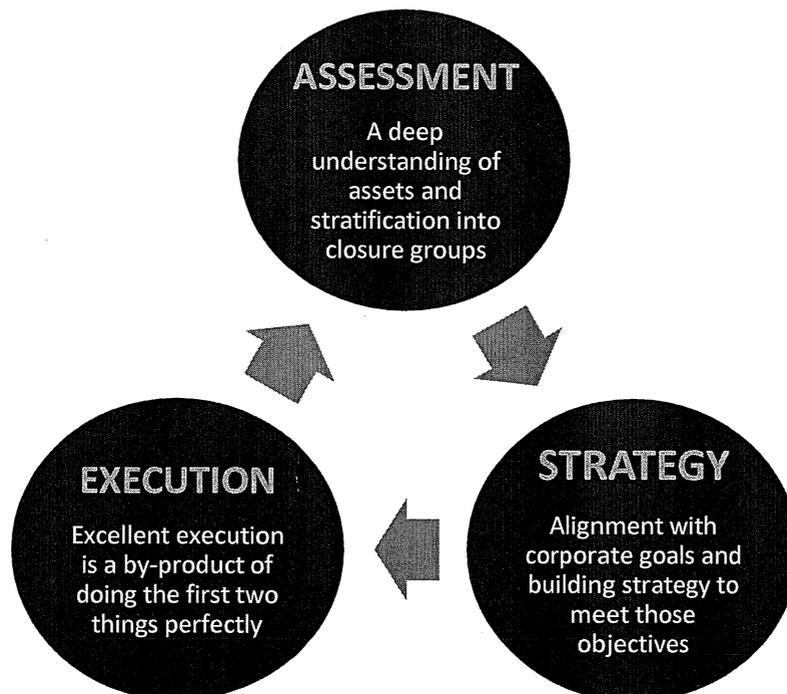
## SUMMARY

360 will complete a site selection of closure candidates using its proprietary, field-validated ARO cost model, developed from direct abandonment execution experience and an engineering-based quantum of service methodology.

This scope is intended to ensure that abandonment planning, regulatory benchmarking, and closure prioritization are based on realistic execution scenarios, rather than conservative or generalized deemed liability assumptions. The completion of the high-grading and full closure targeting analysis will achieve site selection for well abandonment candidates to be executed by 360.

## POTENTIAL LIABILITY REDUCTION

Through proper review, analysis, and completion of the steps contained herein, 360 estimates achievement of a 1 to 2.5-3 closure spend vs. liability reduction respectively. Therefore, execution of a \$9.5MM abandonment program would achieve closure and liability reduction of approximately \$28.5MM.





# Accelerated Closure & Liability Optimization Services

Prepared for Bennett Jones LLP

## FEES

The fees associated with all phases benchmarked against potential liability reductions are detailed below:

TASK	FEE (\$)	AER LIABILITY REDUCTION (\$)
1.1 Multi-well Pad Reductions	\$55,000	~\$1.1MM
1.2 Base of Ground Water Protection ("BGWP") Adjustments	\$95,000	~\$5.8MM-\$13.8MM
1.3 Well Abandonment Scenario Adjustments	\$70,000	~\$3-10MM
1.4 Conditional Adjustment of Reclamation Liability	\$65,000	~\$0.5MM - \$1.3MM
2.1 Closure High-Grading Analysis	\$15,000	-
2.2 Execution	\$9,500,000	~\$23.75MM - \$28.5MM
Contingency	\$200,000	-
<b>Grand Total</b>	<b>\$10,000,000</b>	<b>~\$34.15MM - \$53.6MM</b>



# Accelerated Closure & Liability Optimization Services

*Prepared for Bennett Jones LLP*

## TERMS & CONDITIONS ACKNOWLEDGEMENT

This proposal is governed by 360's standard terms and conditions, unless superseded by a duly executed Master Services Agreement (MSA). The rates included in this proposal are valid through **December 31, 2026**. Our standard payment terms are Net 30 days. For detailed terms and conditions, please refer to the following hyperlink: [Standard Terms](#). By signing below, you agree to the terms and conditions outlined in this proposal and the linked document. Any amendments or modifications to these terms must be agreed upon in writing by both parties.

**360 Engineering & Environmental Consulting Ltd.**

\_\_\_\_\_  
Signature of authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Bennett Jones LLP**

\_\_\_\_\_  
Signature of authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Our Services



## WHY 360

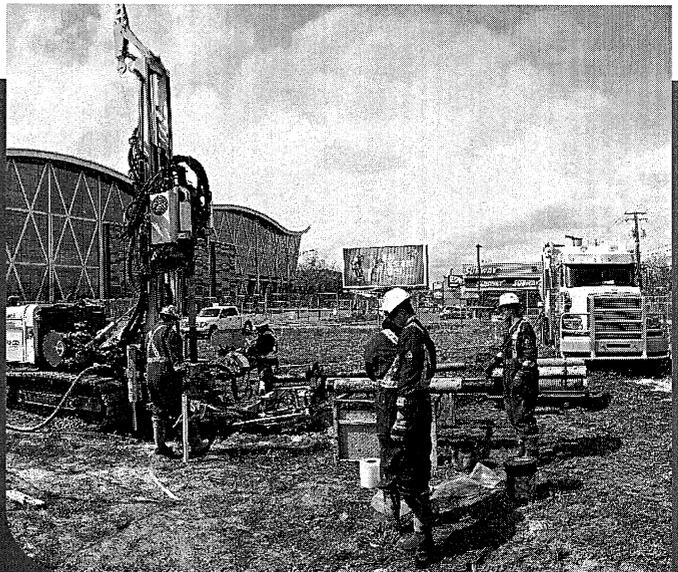
360 partners with our clients to make complex engineering and environmental projects simple. We are client obsessed, problem-solving experts and strategists.

We believe that your project can be done effectively, efficiently, and with a measurable return on investment that allows you to continue development and build momentum towards the future. We take time to collaborate with our clients to understand their needs, unearth their value, and deliver new insights. Together, we're **Shaping a Better Future** one project at a time.

 WATCH OUR VIDEO

## OUR SERVICES

- Asset Retirement Obligations ↓
- Engineering ↓
- Environmental Services ↓
- Emissions Services ↓
- Risk Assessment ↓
- Planning & Permitting ↓
- Spill Response ↓

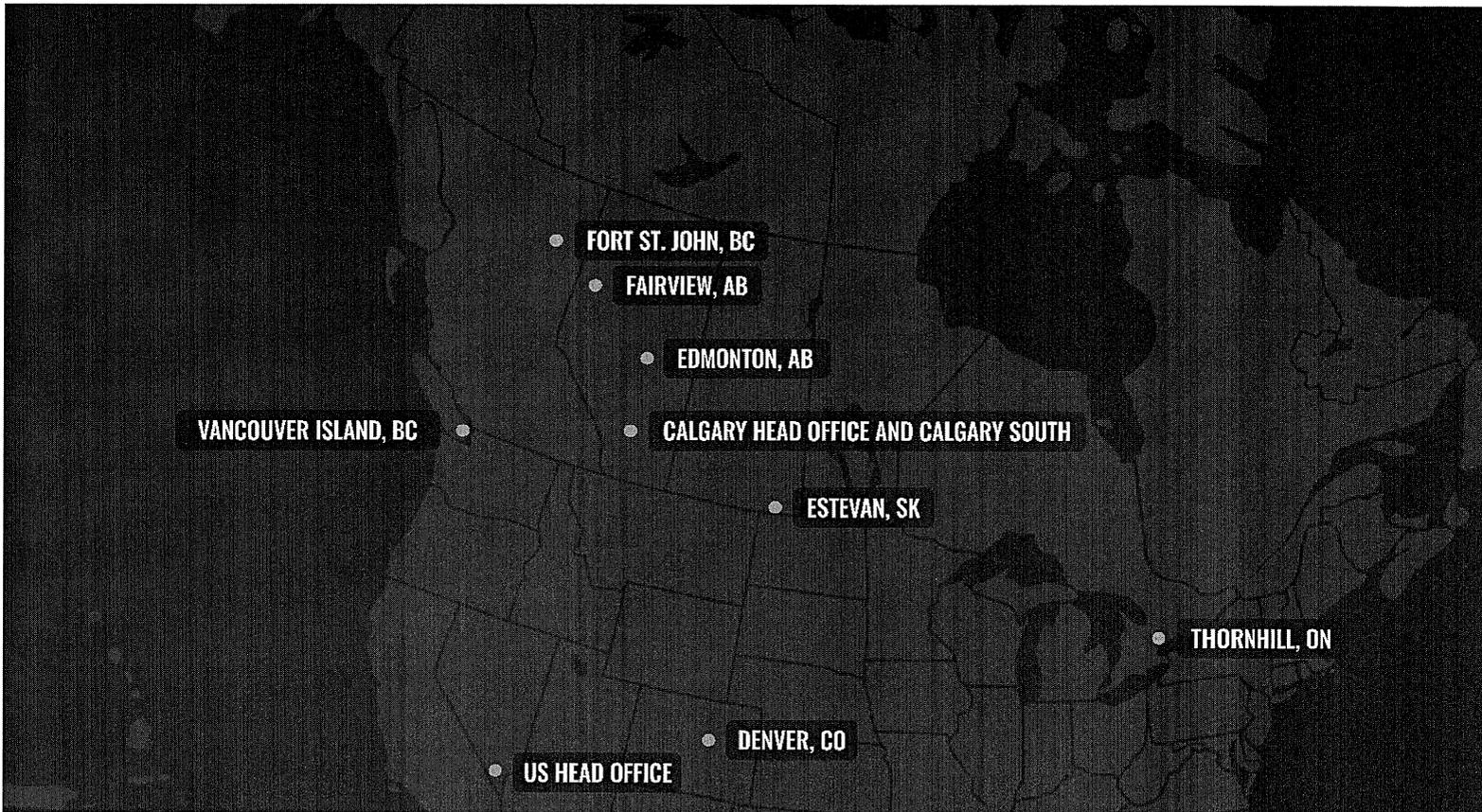


## SECTORS

While our early roots were in Upstream Oil & Gas, we have since grown into several sectors across Canada, the US and beyond. This expansion has not only allowed us to broaden our expertise but has enabled us to offer comprehensive solutions tailored to the unique needs of each sector.

- Energy ↓
- Government ↓
- Mining ↓
- Property & Commercial Development ↓
- Forestry ↓
- Agriculture ↓

# Locations



## CALGARY HEAD OFFICE

Suite 1600, 202 6 Ave SW  
Calgary, AB T2P 2R9

## FAIRVIEW, AB

PO Box 319  
Fairview, AB T0H 1L0

## ESTEVAN, SK

PO Box 1614, Stn. Main  
Estevan, SK S4A 2L7

## DENVER, CO

600 17 Street, Suite 2800  
Denver, CO 80202

## CALGARY SOUTH

Unit 312, 4000 4 Street SE  
Calgary, AB T2G 2W3

## FORT ST. JOHN, BC

10511 – 100<sup>th</sup> Avenue  
Fort St. John, BC V1J 1Z1

## THORNHILL, ON

6D – 7398 Yonge St  
Thornhill, ON L4J 8J2

## EDMONTON, AB

7331 18 St NW  
Edmonton, AB T6P 1P9

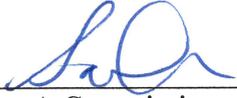
## VANCOUVER ISLAND, BC

1112 Fairbanks Rd.  
Cowichan Bay, BC V0R 1N2

## US HEAD OFFICE

3909 S Maryland Pkwy, Ste 314 PMB 120  
Las Vegas, NV 89119

This is **Exhibit "C"** referred to in the  
Affidavit of **BEN LI**  
affirmed before me this 23<sup>rd</sup> day of March, 2026.



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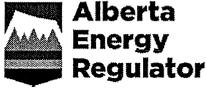
A Commissioner for Oaths  
in and for Alberta

**Sarah Aaron**

*Barrister & Solicitor*

A Notary Public/Commissioner for Oaths  
in and for the Province of Alberta

My Commission expires at the pleasure of  
the Lieutenant Governor in Council



## Calgary Head Office

Suite 1000, 250 – 5 Street SW  
Calgary, Alberta T2P 0R4

tel 403-297-8311

aer.ca

January 30, 2026

By email only: [lars.depauw@orphanwell.ca](mailto:lars.depauw@orphanwell.ca)

Lars DePauw, President  
**Orphan Well Association (OWA)**  
2100, 715 – 5<sup>th</sup> Avenue  
Calgary, AB, T2P 0R8

### **Alberta Energy Regulator (AER) Direction to OWA re AlphaBow Energy Ltd. (A7H2) Sites**

Dear Lars DePauw

On September 6, 2023, the AER directed the OWA through a letter of authorization to exercise the AER's powers, duties and functions per section 105 of the *Oil and Gas Conservation Act (OGCA)* for the purposes of compliance with the orders issued to AlphaBow on March 30, 2023 (the March Order) and June 5, 2023 (the June Order). Specifically, the OWA was directed to provide reasonable care and measures, including emergency response, and to suspend the sites listed in Appendix 1 of the March and June Orders (the Sites). The AER understands that the OWA took actions to ensure the Sites were left in a safe and secure state.

On April 1, 2024, AlphaBow filed a Notice of Intent under the Bankruptcy and Insolvency Act and transitioned to formal restructuring under the Companies' Creditors Arrangement Act (CCAA) on April 26, 2024. To date, AlphaBow has not emerged from the restructuring process.

The AER is aware that AlphaBow's Sites have been inactive for over two years. In particular, AlphaBow's pipelines have been without active flow for over 24 months and are now required to be discontinued, abandoned, or returned to active flow per section 71 of the *Pipeline Rules* and AlphaBow's wells have been inactive for over 24 months and are now required to be suspended per section 2 of *Directive 013, Suspension Requirements for Wells (February 2025)*.

Due to the unexpected length of this process, the AER now requires the OWA to proceed with full suspension as required under *Directive 013: Suspension Requirements for Wells* and with pipeline discontinuations per the *Pipeline Rules*, beginning with the Sites presenting the highest risk. As noted in the original direction, AlphaBow will continue to be responsible for the costs and expenses

incurred by the OWA in relation to completing the steps required in the March and June Orders per section 105 of the *OGCA* and section 26 of the *Pipeline Act*.

The AER further directs the OWA to provide biweekly updates regarding the activities taken at the Sites.

It has now been 28 months since OWA has been providing RCAM to the Sites and AlphaBow has not made any request or come into compliance with the March or June Orders or requested to regain custody of the Sites. If AlphaBow is unable to make progress in complying with the March and June Orders, in regaining custody and/or transferring the Sites to eligible licensees, or does not pay the costs incurred by the OWA, the AER may take additional steps that could include directing abandonment and orphaning the sites.

If you have any questions or concerns, please contact the undersigned.

Sincerely,



Tyler Callicott  
Director, Enforcement and Orphaning  
Alberta Energy Regulator

cc: Ben Li, AlphaBow

This is **Exhibit "D"** referred to in the  
Affidavit of **BEN LI**  
affirmed before me this 23<sup>rd</sup> day of March, 2026.



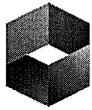
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A Commissioner for Oaths  
in and for Alberta

**Sarah Aaron**

*Barrister & Solicitor*

A Notary Public/Commissioner for Oaths  
in and for the Province of Alberta  
My Commission expires at the pleasure of  
the Lieutenant Governor in Council



Bennett Jones

Bennett Jones LLP

4500 Bankers Hall East, 855 - 2nd Street SW

Calgary, Alberta, Canada T2P 4K7

Tel: 403.298.3100 Fax: 403.265.7219

**Keely Cameron**

Partner

Direct Line: 403.298.3324

e-mail: cameronk@bennettjones.com

February 5, 2026

**Via E-Mail**

Tyler Callicott

Director, Enforcement and Orphaning

Alberta Energy Regulator

Suite 1000, 250 - 5th Street SW

Calgary, AB T2P 0R4

Dear Sir:

**Re: Alberta Energy Regulator (AER) Direction to OWA  
re: AlphaBow Energy Ltd. (A7H2) Sites**

Further to your January 30, 2026 correspondence (the "**AER Correspondence**") and to the response from Lars De Pauw, President of the Orphan Well Association ("**OWA**") of today's date (the "**OWA Response**"), we write as counsel to AlphaBow Energy Ltd. ("**AlphaBow**") to provide clarification regarding the steps taken by AlphaBow to comply and to ask that the AER and the OWA pause their efforts to commence suspension of AlphaBow's Sites to provide time for custody over the Sites to transfer and a coordinated plan to be developed to determine what the plans for the Sites are.

In the correspondence, it states that "AlphaBow has not made any request or come into compliance with the March or June Orders or requested to regain custody of the Sites". The correspondence proceeds to direct AlphaBow to make progress in complying with the March and June Orders, in regaining custody and/or transferring the Sites to eligible licensees failing which it may direct the abandonment and orphaning of the sites.

**AlphaBow's Efforts to Comply**

AlphaBow wants to ensure that it is clear that AlphaBow has taken steps to seek to have issues addressed.

The March Order directed AlphaBow to carry out a number of actions and post \$15,374,050 as security. While AlphaBow took steps to comply with the order, full compliance was not possible given AlphaBow's inability to post the security requested and carry out the abandonment sought within the time requested. AlphaBow's proposals for addressing the matters set out in the March Order, including payment of security over time were not accepted. Specific to the June Order, AlphaBow

was in the progress of carrying out the requested suspension when the Sites were ultimately sent to the OWA to provide reasonable care and measures which prevented AlphaBow from taking further action.

As a result of the Orders, it became apparent that the AER was not prepared to work with AlphaBow any further. AlphaBow ultimately commenced insolvency proceedings and ran a court-approved sales process with the intention of having all of its Sites assumed by eligible licensees. In accordance with that process, in December 2024, AlphaBow sought and obtained court approval of a number of transactions which collectively provided for the assumption of all of the Sites by third parties. AlphaBow would have sought approval of certain of the transactions earlier but deferred approval at the request of the AER, who wanted to ensure that all of AlphaBow's Sites would be assumed.

All of the court approved purchasers for AER licensed assets have AER license eligibility and we understand the purchasers are prepared to post the security requested of them by the AER. AlphaBow submitted the transfer applications early last year, but the applications were ultimately closed due to the AER's continued request for security in amounts that AlphaBow does not have.

Following the AER's advice that the transfer applications could be resubmitted, AlphaBow has done so, with additional information to support the transfer of same. Included in AlphaBow's submission was a proposal for the carrying out of potential closure work.

### **Proposed Suspension**

AlphaBow is concerned by the request that all of AlphaBow's assets be formally suspended under Directive 013 at this time and **requests that, in accordance with the OWA Response, any suspension work pursuant to Directive 013 be delayed until at least April 2026.**

This should allow a decision to be made on the license transfer applications the timing of which is solely in the AER's control. AlphaBow has already made a request to have the decisions expedited as it shares the AER's interest of resolution of these matters. That is why it has previously requested meetings with the AER.

Further, AlphaBow agrees that there needs to be coordination between all relevant parties; however, this must include the purchasers and owners of the Sites. AlphaBow submits that prior to any suspension work occurring, the OWA should work in conjunction with AlphaBow and, where applicable, the purchasers of the assets of the Sites to determine which Sites should be suspended, abandoned or resume operations (subject, of course, to AER approval). Engagement with purchasers is especially important, as, in some cases, the transactions have closed. As such, the costs associated with any work that is required are the responsibility of the owners of those Assets.

AlphaBow does not consent to the OWA incurring significant suspension or discontinuation costs at this time, particularly in respect of the Sites that are subject to completed or pending transfers. Pursuant to the *Oil and Gas Conservation Act*, AlphaBow is only responsible for its working interest proportionate share of suspension costs. To the extent that the OWA and AER proceed prior to the above noted transactions having closed, AlphaBow reserves all rights.



February 5, 2026

Page 3

The basis for these requests is as follows:

- a) The request seems to presuppose that the transfer applications before the AER will not be proceeding, AlphaBow has received no decision from the AER in that regard;
- b) The request seeks to frustrates efforts by AlphaBow to conclude its insolvency proceedings. It may impact the willingness of parties to proceed with the transactions that have yet to close, as it will diminish the value of the assets that they seek to reactivate, requiring the purchasers to incur even more costs to get assets operational again. Further, it will also hinder attempts by the AER to collect security from all parties by requiring resources to be diverted to closure when they could be used to either resume operations or commence abandonment;
- c) AlphaBow does not have \$30 million to cover this work, as is projected in the OWA Response. Proceeding at this time will require AlphaBow to utilize its limited funds, further frustrating the ability of AlphaBow to successfully transfer licenses as it will reduce the amount of funds that AlphaBow would have available to post as security; and
- d) No information has been provided to demonstrate that such work is necessary at this time and cannot wait until after the AER's decision on the transfer applications. The AER can and has in the past provided companies with extensions to carry out Directive 013 suspensions.

For the foregoing reasons, the direction to suspend at this time is premature. More time is required to determine if the transfers can proceed. Further, engagement with all of the appropriate parties is needed to determine what work is actually required in the near term having regard for the plans of the impacted parties. AlphaBow would be happy to meet to discuss this matter further and participate in any meetings to develop a plan.

We would appreciate hearing from you as soon as possible, so that AlphaBow can exercise any remedies available to it, should the AER continue to direct that the suspension occur at this time.

Yours truly,

**BENNETT JONES LLP**

*Keely Cameron*

Keely Cameron

KC:wc

cc: Lars De Pauw, President, Orphan Well Association  
Ryan Zahara, MLT Aikins LLP



Bennett Jones

This is **Exhibit "E"** referred to in the  
Affidavit of **BEN LI**  
affirmed before me this 23<sup>rd</sup> day of March, 2026.



---

A Commissioner for Oaths  
in and for Alberta

**Sarah Aaron**

*Barrister & Solicitor*

A Notary Public/Commissioner for Oaths  
in and for the Province of Alberta  
My Commission expires at the pleasure of  
the Lieutenant Governor in Council



## Calgary Head Office

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tel 403-297-8311

aer.ca

February 10, 2026

By email only: [lars.depauw@orphanwell.ca](mailto:lars.depauw@orphanwell.ca)

Lars DePauw, President  
**Orphan Well Association (OWA)**  
2100, 715 – 5<sup>th</sup> Avenue  
Calgary, AB, T2P 0R8

### **Alberta Energy Regulator (AER) Direction to OWA re AlphaBow Energy Ltd. (A7H2) Sites**

Dear Lars DePauw

The AER acknowledges receipt of the OWA's emails dated February 5 and 6, 2026, regarding the additional suspension activities directed by the AER to prevent impairment or damage to AlphaBow's wells, facilities and pipelines. The AER is also in receipt of correspondence dated February 5, 2026, from counsel for AlphaBow, which the OWA was also copied on.

The OWA's plan is accepted, with the following clarifications:

- Planning for the work will continue, with no actual suspension operations occurring until April 2026,
- The OWA will prioritize the medium risk wells, and will coordinate with AlphaBow and the AER to delay additional suspension on the wells included in the active licence transfer applications until a determination by an SDM is made regarding the applications or the date to comply with any transfer conditions has elapsed,
- The OWA's emails to AlphaBow, copied to the AER, will serve as the biweekly updates.

The AER notes that while OWA is expected to coordinate with AlphaBow, it is the licensee's responsibility to communicate with the purchasing parties. Any licences that are transferred to a purchasing party may be removed from the suspension order issued on June 5, 2023, upon request to the AER by the new licence holder.

If you have any questions or concerns, please contact the undersigned.

Sincerely,



Tyler Callicott  
Director, Enforcement and Orphaning  
Alberta Energy Regulator

cc: Ben Li, AlphaBow

This is **Exhibit "F"** referred to in the  
Affidavit of **BEN LI**  
affirmed before me this 23<sup>rd</sup> day of March, 2026.



---

A Commissioner for Oaths  
in and for Alberta

**Sarah Aaron**

*Barrister & Solicitor*

A Notary Public/Commissioner for Oaths  
in and for the Province of Alberta

My Commission expires at the pleasure of  
the Lieutenant Governor in Council

**From:** [Maria Lavelle](#)  
**To:** [Keely Cameron](#); [Bronwhyn Simmons](#); [Ryan Zahara](#)  
**Cc:** [Sarah Aaron](#); [Oliver, Jeffrey](#); [Andrew H. Basi \(abasi@ksvadvisory.com\)](#)  
**Subject:** RE: AlphaBow Energy Ltd.  
**Date:** Tuesday, March 10, 2026 4:37:39 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)  
[image008.png](#)

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Good afternoon:

At this time, the AER is not able to comment as to whether or not a further stay extension is warranted in the AlphaBow proceeding. We can confirm that the transfer applications Nos. 1960222, 1960216, 1960224, 1960293 are before the AER.

Regards,

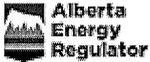
**Maria Lavelle**, Legal Counsel

Law Branch

e [maria.lavelle@aer.ca](mailto:maria.lavelle@aer.ca) t 403-297-3736

a Suite 1000, 250 – 5 Street SW, Calgary, AB T2P 0R4

inquiries 1-855-297-8311 24-hour emergency 1-800-222-6514



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Security Classification: Protected A

---

**From:** Keely Cameron <[CameronK@bennettjones.com](mailto:CameronK@bennettjones.com)>

**Sent:** March 9, 2026 11:00 AM

**To:** Maria Lavelle <[Maria.Lavelle@aer.ca](mailto:Maria.Lavelle@aer.ca)>; Bronwhyn Simmons <[Bronwhyn.Simmons@aer.ca](mailto:Bronwhyn.Simmons@aer.ca)>; Ryan Zahara <[rzahara@mltaikins.com](mailto:rzahara@mltaikins.com)>

**Cc:** Sarah Aaron <[aarons@bennettjones.com](mailto:aarons@bennettjones.com)>; Oliver, Jeffrey <[joliver@cassels.com](mailto:joliver@cassels.com)>; Andrew H. Basi

(abasi@ksvadvisory.com) <abasi@ksvadvisory.com>

**Subject:** AlphaBow Energy Ltd.

**CAUTION: External email alert.**

**DO NOT click links, open attachments, reply, or enter AER credentials unless you recognize the sender and know the content is safe. Report phishing via Outlook 'Report Message' button.**

Good morning,

We have Monday, March 30, 2026 at 3:00 pm booked for the AlphaBow Energy Ltd. stay extension application. As the AER declined AlphaBow's request to expedite the transfer decisions, it is our understanding based on the timelines previously provided that decisions will not be rendered until April and to the extent approved will provide a period of time for any conditions to be met. In the circumstances, we are writing to seek input from the AER and OWA in terms of how long of an extension should be sought understanding that the OWA intends to appoint a receiver should the transactions not proceed.

I note that the Court has availability on April 23, 24, 29, May 1, 4, 5 and 7. Happy to set up a call if that would be helpful.

**Keely Cameron**

*Partner*, Bennett Jones LLP  
4500 Bankers Hall East, 855 - 2nd Street SW, Calgary, AB, T2P 4K7

T. [403 298 3324](tel:4032983324) | F. [403 265 7219](tel:4032657219)

[BennettJones.com](http://BennettJones.com)



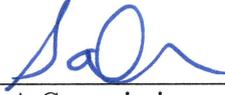
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This is **Exhibit "G"** referred to in the  
Affidavit of **BEN LI**  
affirmed before me this 23<sup>rd</sup> day of March, 2026.



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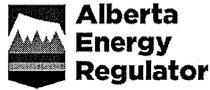
A Commissioner for Oaths  
in and for Alberta

**Sarah Aaron**

*Barrister & Solicitor*

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My Commission expires at the pleasure of  
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## Calgary Head Office

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**Applications No. 1960216, 1960222, 1960224 and 1960293**

March 16, 2026

By email only

Jan Zhao

**AlphaBow Energy Ltd. (BA Code A7H2)**

**Licence Transfers from AlphaBow Energy Ltd. to:  
Rockeast Energy Corp., 2661707 Alberta Ltd., and Cascade Capture Ltd.  
Conditional Approval Decision**

**Dear Jan Zhao,**

The Alberta Energy Regulator (AER) received the subject licence transfer applications from AlphaBow Energy Ltd. (AlphaBow) to Rockeast Energy Corp. (Rockeast), 2661707 Alberta Ltd. (2661707 AB), and Cascade Capture Ltd. (Cascade) on January 11, 12, and 19, 2026, respectively, and has now completed its review.

Licence transfer applications are considered in accordance with the requirements of *Directive 088: Licensee Life-Cycle Management (Directive 088)*, section 6, and supplemental guidance within *Manual 23: Licensee Life-Cycle Management (Manual 23)*. The AER conducts a holistic licensee assessment of all applicants to determine whether any pose unreasonable risk as a result of the transfer.

The following elements were considered in the AER's review of the subject applications:

- The type and status of inventory included in the applications.
- The value of AlphaBow's remaining inventory post-transfer of \$208,904,444.87 estimated total liability, all of which is inactive in accordance with AER's [Order 202306-09](#), issued to AlphaBow on June 5, 2023.
- AlphaBow's high level of financial distress as shown in the LCA, according to the December 31, 2024, financial statements submitted to the AER.
- The financial risk presented by AlphaBow, as it pertains to its ability to address its remaining post-transfer closure obligations.
- The supplemental information submitted by email on January 19, 2026, from Ben Li on behalf of AlphaBow, in support of the subject applications.

**Inquiries** 1-855-297-8311

**24-hour emergency** 1-800-222-6514

**inquiries@aer.ca**

- The letter of support dated January 14, 2026, from Rick Ironside on behalf of Resurgent Energy (Resurgent), discussing the acquisition of AlphaBow through a Reverse Vesting Order (RVO) and the proposed plans of Resurgent should the RVO transaction proceed.

*Data referenced on the above list was in effect as of March 9, 2026. Any changes to this data between then and the date of this decision were not considered.*

**The AER has decided to approve Application No. 1960216 with the following condition:**

- 1) AlphaBow Energy Ltd. must pay security in the amount of \$5,162,028.83, due 30 calendar days from acceptance of this condition.

**The AER has decided to approve Application No. 1960222 with the following condition:**

- 1) AlphaBow Energy Ltd. must pay security in the amount of \$6,018,537.06, due 30 calendar days from acceptance of this condition.

**The AER has decided to approve Application No. 1960224 with the following condition:**

- 1) AlphaBow Energy Ltd. must pay security in the amount of \$655,959.96, due 30 calendar days from acceptance of this condition.

**The AER has decided to approve Application No. 1960293 with the following condition:**

- 1) AlphaBow Energy Ltd. must pay security in the amount of \$9,053,918.64, due 30 calendar days from acceptance of this condition.

Typically, security as a condition of approval for a licence transfer is determined in accordance with Section 6.1.2 of *Manual 23*. AlphaBow's near post-transfer crossover timeline, and high financial distress, result in an amount of security that falls within the 97-100% range (\$202,637,311.52 - \$208,904,444.87) of table 9 in *Manual 23*.

However, the AER has decided to calculate the security required for each of the subject licence transfers based on 10% of the remaining inactive liability AlphaBow will continue to hold post-transfer, should the subject applications be approved. This aligns with how security was calculated within AER Order 202303-58 (page 5, item #8). The resulting security amounts are contingent on all conditions being accepted across the subject applications.

With respect to Resurgent's submissions in support of the transfer application involving Cascade, the AER notes that contractual arrangements, working interest structures, and projected performance are not considered in the calculation to determine transfer security.

Application decisions are final and the amount of security that has been calculated as a condition of this approval will not be negotiated or adjusted. Information regarding security deposits and refunds can be found in *Directive 068: Security Deposits*.

AlphaBow may choose which applications it accepts the above conditions for. If AlphaBow accepts some or all of the conditions, please sign<sup>1</sup> and date the section below indicating which conditions it is agreeing to, and return a completed copy of this letter to [Directive088Transfers@aer.ca](mailto:Directive088Transfers@aer.ca) by March 23, 2026. Requests for an extension to this deadline will be considered if submitted in writing.

Rockeast, 2661707 AB, and Cascade have also been issued conditional approval decisions under separate cover and notified that a conditional approval has been issued to AlphaBow. Security or payment amounts within a conditional approval are only disclosed to the party being conditioned.

For Application No. 1960216, AlphaBow and RockEast must each fulfill all conditions within their conditional approvals before the transfer will be finalized, and formal licence transfer approval documents are issued.

For Applications No. 1960222 and 1960224, AlphaBow and 2661707 AB must each fulfill all conditions within their conditional approvals before the transfer will be finalized, and formal licence transfer approval documents are issued.

For Application No. 1960293, AlphaBow and Cascade must each fulfill all conditions within their conditional approvals before the transfer will be finalized, and formal licence transfer approval documents are issued.

Please notify [Directive088Transfers@aer.ca](mailto:Directive088Transfers@aer.ca) once AlphaBow has sent payment of the security deposit.

For Application No. 1960216, if AlphaBow or Rockeast does not agree to the conditions or does not respond to this letter by the above deadline, the application will be closed. If the application is closed, AlphaBow and Rockeast can resubmit a transfer application at any time. Regardless of the terms of a sale agreement between parties, the responsibilities and obligations to the AER would remain with AlphaBow as licensee of record.

For Applications No. 1960222 and 1960224, if AlphaBow or 2661707 AB does not agree to the conditions or does not respond to this letter by the above deadline, the applications will be closed. If the applications are closed, AlphaBow and 2661707 AB can resubmit transfer applications at any time. Regardless of the terms of a sale agreement between parties, the responsibilities and obligations to the AER would remain with AlphaBow as licensee of record.

For Application No. 1960293, if AlphaBow or Cascade does not agree to the conditions or does not respond to this letter by the above deadline, the application will be closed. If the application is closed, AlphaBow and Cascade can resubmit a transfer application at any time. Regardless of the terms of a sale agreement between parties, the responsibilities and obligations to the AER would remain with AlphaBow as licensee of record.

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<sup>1</sup> Acceptance of conditions must be executed by an individual with an ability to bind the entity.

AlphaBow may file a request for a regulatory appeal against an appealable AER decision if it meets the criteria within section 36 of the *Responsible Energy Development Act*. Filing instructions and forms can be found on the AER's [Regulatory Appeal Process](#) webpage.

If AlphaBow has any questions, please reach out to [Directive088Transfers@aer.ca](mailto:Directive088Transfers@aer.ca).

**Sincerely,**



Trevor Gosselin, MDS

Director, Transfers, SOC & Support

Regulatory Applications

/mw

Enclosure (1): Security Deposit Submission Form

---

Accepted and agreed to on \_\_\_\_\_.

Month, Day, Year

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Signature

---

Print Name

---

Title

**ALPHABOW ENERGY LTD.**