

Clerk's Stamp:

COURT/ESTATE FILE NUMBER 25-3276975

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, RSC 1985, c. B-3, AS AMENDED

IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF BLUE SKY RESOURCES LTD.

DOCUMENT **APPLICATION –ADMINISTRATION CHARGE, SALE
APPROVAL & SEALING ORDER**

ADDRESS FOR SERVICE AND CONTACT DLA Piper (Canada) LLP
INFORMATION OF PARTY FILING THIS 1000, 250 2 Street SW
DOCUMENT Calgary, Alberta T2P OC1

Lawyer: Carole J. Hunter / Anthony Mersich
Phone Number: (403) 698 8782 / (403) 766-
8819
Fax Number: (403) 697 6600
Email Address: carole.hunter@ca.dlapiper.com
/ anthony.mersich@ca.dlapiper.com

File No. 101988-00025

NOTICE TO RESPONDENTS

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

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

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

Date: Wednesday, February 18, 2026
Time: 3:00 p.m.
Where: Calgary Courts Centre (via Webex)
<https://albertacourts.webex.com/meet/virtual.courtroom86>
Before Whom: The Honourable Mr. Justice C.M. Jones

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

Remedy claimed or sought:

1. Blue Sky Resources Ltd. ("**Blue Sky**") respectfully seeks:
 - (a) an Order substantially the form attached hereto as Schedule "A" for, *inter alia*:
 - (i) abridging the time for service of this Application and the supporting materials, as necessary, and deeming service thereof to be good and sufficient;
 - (ii) increasing the quantum of the Administration Charge granted pursuant to the order of the Honourable Justice D. Mah on October 15, 2025, from \$500,000 to \$750,000; and
 - (iii) sealing the confidential affidavit of Mike Bouvier sworn on February 11, 2026;
 - (b) an Order substantially the form attached hereto as Schedule "B" for, *inter alia*:
 - (i) abridging the time for service of this Application and the supporting materials, as necessary, and deeming service thereof to be good and sufficient;
 - (ii) authorizing and approving the transaction contemplated by the purchase agreement between the Applicant and Canadian Natural Resources Ltd. ("**CNRL**") dated February 11, 2026 (the "**CNRL Agreement**");
 - (iii) vesting the Assets (as defined in the CNRL Agreement) in CNRL, free and clear of all encumbrances;
 - (c) an Order substantially the form attached hereto as Schedule "C" for, *inter alia*:
 - (i) abridging the time for service of this Application and the supporting materials, as necessary, and deeming service thereof to be good and sufficient;
 - (ii) authorizing and approving the transaction contemplated by the purchase agreement between the Applicant and Baytex Energy Ltd. ("**Baytex**") dated February 11, 2026 (the "**Baytex Agreement**");
 - (iii) vesting the Assets (as defined in the Baytex Agreement) in Baytex, free and clear of all encumbrances;
 - (d) an Order substantially the form attached hereto as Schedule "D" for, *inter alia*:
 - (i) abridging the time for service of this Application and the supporting materials, as necessary, and deeming service thereof to be good and sufficient;
 - (ii) authorizing and approving the transaction contemplated by the purchase agreement between the Applicant and Peyto Exploration & Development Corp. ("**Peyto**") dated February 11, 2026 (the "**Peyto Agreement**");
 - (iii) vesting the Assets (as defined in the Peyto Agreement) in Peyto, free and clear of all encumbrances;

- (e) an Order substantially the form attached hereto as Schedule “E” for, *inter alia*:
 - (i) abridging the time for service of this Application and the supporting materials, as necessary, and deeming service thereof to be good and sufficient;
 - (ii) authorizing and approving the transaction contemplated by the purchase agreement between the Applicant and Potts Petroleum Inc. (“**Potts**”) dated February 11, 2026 (the “**Potts Agreement**”);
 - (iii) vesting the Assets (as defined in the Potts Agreement) in Potts, free and clear of all encumbrances;
- (f) an Order substantially the form attached hereto as Schedule “F” for, *inter alia*:
 - (i) abridging the time for service of this Application and the supporting materials, as necessary, and deeming service thereof to be good and sufficient;
 - (ii) authorizing and approving the transaction contemplated by the purchase agreement between the Applicant and Obsidian Energy Ltd. (“**Obsidian**”) dated February 11, 2026 (the “**Obsidian Agreement**”);
 - (iii) vesting the Assets (as defined in the Obsidian Agreement) in Potts, free and clear of all encumbrances;
- (g) an Order substantially the form attached hereto as Schedule “G” for, *inter alia*:
 - (i) abridging the time for service of this Application and the supporting materials, as necessary, and deeming service thereof to be good and sufficient;
 - (ii) authorizing and approving the transaction contemplated by the purchase agreement between the Applicant and Prairie Thunder Resources Ltd. (“**Prairie Thunder**”) dated February 11, 2026 (the “**Prairie Thunder Agreement**”);
 - (iii) vesting the Assets (as defined in the Potts Agreement) in Potts, free and clear of all encumbrances; and
- (h) such further and other relief as counsel may request and this Honourable Court may deem appropriate in the circumstances.

Grounds for making this Application

2. Blue Sky is an oil and gas exploration company with assets in Alberta and British Columbia.
3. Blue Sky is insolvent and filed a Notice of Intention to Make a Proposal with the Official Receiver on September 24, 2025 (the “**NOI**”). KSV Restructuring Inc. is the Proposal Trustee for Blue Sky under these restructuring proceedings (the “**NOI Proceedings**”).

Administration Charge

4. Blue Sky needs the expertise, knowledge and continued participation of the proposed beneficiaries of the Administration Charge during these proceedings. The proposed Administration Charge would secure the payment of the professional fees and disbursements of the Proposal Trustee, counsel to the Proposal Trustee and counsel to Blue Sky, whether incurred before or after the filing of the NOI.
5. Pursuant to an order granted on October 15, 2025 in these NOI Proceedings by the Honourable Justice D. Mah, an Administration Charge was granted over all of Blue Sky's property to secure payment of the professional fees and disbursements of the Blue Sky's counsel, as well as the professional fees of the Proposal Trustee and its counsel (collectively the "**Admin Charge Beneficiaries**"), in the maximum aggregate amount of \$500,000.
6. At the time the Administration Charge was granted, Blue Sky intended remain current with respect to the professional fees of the Admin Charge Beneficiaries throughout the NOI Proceedings. For reasons beyond the control of Blue Sky or any of the Admin Charge Beneficiaries, Blue Sky has had insufficient cash flow to remain current with respect to the professional fees of the Admin Charge Beneficiaries, and as a result, since December of 2025, Blue Sky has accrued significant arrears owing to the Admin Charge Beneficiaries. As a result, the Admin Charge Beneficiaries require an increase to the quantum of the Administration Charge in order to secure repayment of their respective professional fees and disbursements.
7. The Administration Charge, as augmented, is proposed to rank ahead of and have priority over all of the other security interests and Court-ordered charges against Blue Sky.
8. The Proposal Trustee is of the view that increasing the quantum of the Administration Charge is fair and reasonable in the circumstances and the Proposal Trustee supports increasing the quantum of the Administration Charge.

Sale of Non-Operated Assets

9. Pursuant to an order granted by the Honourable Justice B. Johnston on November 20, 2025, a sale and investment solicitation process ("**SISP**") was approved in respect of all of Blue Sky's property and its business. Sayer Energy Advisors was appointed as the sales agent ("**Sales Agent**") for the SISP.

10. The SISP commenced on December 5, 2025, and was supervised by the Proposal Trustee and the Sales Agent.
11. The Bid Deadline for the SISP passed on January 29, 2026. In total, more than 90 bids were submitted for portions of Blue Sky's assets, by more than 50 bidders.
12. Several bids that were submitted in the SISP relate to portions of Blue Sky's non-operated oil and gas assets, or solely for a portion of Blue Sky's mineral interests, or for a certain of Blue Sky's roads (collectively, the "**Non-Operated Assets**").
13. Blue Sky has now entered into, or anticipates imminently entering into, purchase agreements (the "**Non-Op APAs**") with the following purchasers for the purchase and sale of the Non-Operated Assets, as follow:
 - (a) CNRL in respect of certain non-operated assets in the Dunvegan, Fox Creek, Peace River Arch, and Arch Minor areas of Alberta, along with certain mineral land interests in the Peach River Arch area of Alberta;
 - (b) Baytex in respect of mineral land interests in the Slave and Cache areas of Alberta;
 - (c) Potts in respect of certain non-operated assets in the Thorsby area of Alberta;
 - (d) Peyto in respect of mineral land interest in the Sundance area of west central Alberta;
 - (e) Obsidian in respect of four roads in northern Alberta; and
 - (f) Prairie Thunder Resources Ltd. in respect of certain non-operated assets in the Peach River Arch area of Alberta.
14. The proceeds from these sale transactions will be utilized by Blue Sky to pay accrued post-filing arrears and to fund the remainder of the NOI Proceedings.
15. The sale prices contemplated under each of the Non-Op APAs is the best and highest sale price for the assets contemplated under each of them. The Proposal Trustee and the Sales Agent have conducted the SISP in a reasonable, fair and transparent manner and have not acted improvidently.
16. Approving the Non-Op APAs and the transactions contemplated thereunder is in the best interests of all parties since it provides for the highest realization on the assets contemplated

thereby, and it will provide the necessary funds for completing the NOI Proceedings, for the benefit of Blue Sky's stakeholders.

17. The SISP was run with integrity, and there was no unfairness in the SISP.
18. The Proposal Trustee supports the approval of the Non-Op APAs.

Sealing Order

19. The Non-Op APAs contain commercially sensitive information about Blue Sky's assets. The publication of this information before this Application and before completion of the transactions contemplated by Non-Op APAs could prejudice future attempt to sell the assets contemplated thereunder to the detriment of stakeholders. The sealing order is the least restrictive and prejudicial alternative to prevent the dissemination of commercially sensitive information about the Non-Op APAs and the assets contemplated thereby.
20. It is fair and just in the circumstances to restrict public access to this information.

Material or evidence to be relied on:

21. The pleadings and proceedings had and taken in this Action;
22. The Affidavit of Mike Bouvier sworn February 11, 2026;
23. The Confidential Affidavit of Mike Bouvier.
24. The Sixth Report of the Proposal Trustee, to be filed; and
25. Such further or other material or evidence as counsel may advise and this Court may permit.

Applicable Acts and Regulations:

26. *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended; and
27. Such further and other Acts and Regulations as counsel may advise and this Court may permit.

Any irregularity complained of or objection relied on:

28. None.

How the application is proposed to be heard or considered:

29. Via WebEx before the Honourable Mr. Justice C.M. Jones.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes.

If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

SCHEDULE "A"
DRAFT ORDER

Clerk's Stamp:

COURT/ESTATE FILE NUMBER

25-3276975

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, c. B-3, AS AMENDED

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF BLUE SKY RESOURCES LTD.

DOCUMENT

ORDER
(Administration Charge Amendment & Sealing Order)**DLA Piper (Canada) LLP**1000, 250 2 Street SW
Calgary, Alberta T2P OC1ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENTLawyer: Carole J. Hunter / Anthony Mersich
Phone Number: (403) 698 8782 / (403) 766-8819
Fax Number: (403) 697 6600
Email Address: carole.hunter@ca.dlapiper.com /
anthony.mersich@ca.dlapiper.com

File No. 101988-00025

DATE ON WHICH ORDER WAS PRONOUNCED

February 18, 2026

LOCATION OF HEARING OR TRIAL

Calgary, Alberta (Via Webex)

NAME OF JUDGE WHO MADE THIS ORDER

Justice C.M. Jones

UPON THE APPLICATION of Blue Sky Resources Ltd. ("**Blue Sky**"); **AND UPON** reading the Affidavit of Mike Bouvier, sworn February 11, 2026 (the "**Bouvier Affidavit**"), the Confidential Affidavit of Mike Bouvier, sworn February 11, 2026 (the "**Confidential Affidavit**") and the Sixth Report of KSV Restructuring Inc., in its capacity as proposal trustee of Blue Sky (the "**Proposal Trustee**") dated February 13, 2026, **AND UPON** noting that Blue Sky filed a Notice of Intention to Make a Proposal under subsection 50.4(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, as amended (the

“BIA”) on September 24, 2025; **AND UPON** hearing the submissions of counsel for Blue Sky, and the other parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Capitalized terms otherwise used but not defined herein shall have the meanings ascribed to them in the Chaudhary Affidavit.

SERVICE

2. Service of the Notice of Application for this Order is hereby validated and deemed good and sufficient, this application is properly returnable today, and no person other than those persons served is entitled to service of the Notice of Application.

ADMINISTRATION CHARGE

3. The quantum of the Administration Charge granted pursuant to the order of the Honourable Justice D. Mah on October 15, 2025 in these proceedings is hereby increased from \$500,000 to \$750,000.

SEALING ORDER

4. The Confidential Affidavit shall be sealed on the Court file and shall not form part of the public record, notwithstanding Division 4 of Part 6 of the *Alberta Rules of Court*.
5. The Clerk of the Court shall file the Confidential Affidavit in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS THE CONFIDENTIAL AFFIDAVIT OF MIKE BOUVIER, SWORN ON FEBRUARY 11, 2026.

THE CONFIDENTIAL AFFIDAVIT OF MIKE BOUVIER SWORN ON FEBRUARY 11, 2026 IS SEALED PURSUANT TO AN ORDER OF THE HONOURABLE JUSTICE C.M. JONES GRANTED ON FEBRUARY 18, 2026, AND SHALL NOT BE PUBLICLY DISCLOSED UNTIL THE PROPOSAL TRUSTEE FILES A CERTIFICATE IN THE FORM ATTACHED AS SCHEDULE “A” TO THE ORDER OF THE HONOURABLE JUSTICE C.M. JONES GRANTED ON FEBRUARY 18, 2026 (ADMINISTRATION CHARGE AMENDMENT & SEALING ORDER), OR UNTIL SUCH FURTHER ORDER OF THE COURT.

6. Any interested party may apply to this Court to vary or amend the provisions relating to the sealing of the Confidential Affidavits on not less than 7 days’ notice to the Applicant, the

Proposal Trustee, and to any other party likely to be affected by the order sought or upon such other notice as this Court may order.

GENERAL

7. Blue Sky and the Proposal Trustee may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder.
8. Any interested party (including Blue Sky and the Proposal Trustee) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
9. 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 Trustee's Certificate**

COURT/ESTATE FILE NUMBER	25-3276975
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, c. B-3, AS AMENDED

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF BLUE SKY RESOURCES LTD.

DOCUMENT	PROPOSAL TRUSTEE'S CERTIFICATE
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ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DLA Piper (Canada) LLP 1000, 250 2 Street SW Calgary, Alberta T2P OC1
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Lawyer: Carole J. Hunter / Anthony Mersich
Phone Number: (403) 698 8782 / (403) 766-8819
Fax Number: (403) 697 6600
Email Address: carole.hunter@ca.dlapiper.com / anthony.mersich@ca.dlapiper.com

File No. 101988-00025

RECITALS

- A. On September 24, 2025, Blue Sky Resources Ltd. (the "**Debtor**") filed a notice of intention to make a proposal under Part III of the *Bankruptcy and Insolvency Act*, RSC 1985 c, B-3.
- B. Pursuant to an Order of the Honourable Justice C.M. Jones of the Court of King's Bench of Alberta (the "**Court**") dated February 18, 2026, the Court sealed the Confidential Affidavit of Mike Bouvier, sworn February 18, 2026 (the "**Confidential Affidavit**"), until such time as KSV Restructuring Inc. in its capacity as proposal trustee of the Debtor (the "**Proposal Trustee**") filed a certificate with the Clerk of the Court confirming that all of the sale transactions (each, a "**Transaction**") contemplated by asset purchase agreements contained within the

Confidential Affidavit have closed, and that the Trustee has filed a Trustee's Closing Certificate in respect of each of the Transactions.

- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Confidential Affidavit.

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. Each of the Transactions contemplated by the asset purchase agreements contained in the Confidential Affidavit have closed.
2. The Proposal Trustee has filed a Trustee's Closing Certificate in respect of each of the Transactions.
3. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

**KSV Restructuring Inc. in its capacity
as proposal trustee of Blue Sky
Resource Ltd., and not in its personal
or corporate capacity.**

**Per: _____
Name: Andrew Basi
Title: Managing Director**

SCHEDULE "B"
Draft Order

COURT/ESTATE FILE NUMBER 25-3276975
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

Clerk's Stamp

IN THE MATTER OF THE *BANKRUPTCY
AND INSOLVENCY ACT*, RSC 1985, c. B-3,
AS AMENDED

IN THE MATTER OF THE NOTICE OF
INTENTION TO MAKE A PROPOSAL OF
BLUE SKY RESOURCES LTD.

DOCUMENT

APPROVAL AND VESTING ORDER

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT

DLA Piper (Canada) LLP
1000, 250 2 Street SW
Calgary, Alberta T2P OC1

Lawyer: Carole J. Hunter / Anthony Mersich
Phone Number: (403) 698 8782 / (403) 766-8819
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anthony.mersich@ca.dlapiper.com

File No. 101988-00025

DATE ON WHICH ORDER WAS PRONOUNCED: February 18, 2026

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary Courts Centre, Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice C.M. Jones

UPON THE APPLICATION by Blue Sky Resources Ltd. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Debtors and **Canadian Natural Resources Ltd.** (the "**Purchaser**") dated February 11, 2026, an unredacted copy of which is attached as Exhibit "**X**" to the confidential affidavit of Mike Bouvier, sworn on February 11, 2026 (the "**Confidential Affidavit**"), and vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the Affidavit Mike Bouvier, sworn February 11, 2026, the Confidential Affidavit, the Sixth Report of KSV Restructuring Inc. in its capacity as proposal trustee of the Debtor (the "**Proposal Trustee**"), dated February 13, 2026 (the "**Sixth Report**") and the Affidavit of Service of Emily

Nakogee, dated February 17, 2026; **AND UPON HEARING** the submissions of counsel for the Debtor, the Proposal Trustee, the Purchaser, and counsel for other parties present at the this Application;

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.

APPROVAL OF TRANSACTION

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

VESTING OF PROPERTY

3. Upon delivery of a Trustee's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "Trustee's Closing Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets listed in **Schedule "B"** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "Claims") including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by orders of this Court in these proceedings, including:
 - (i) the Administration Charge, created pursuant to the Order of the Honourable Justice D. Mah, granted on October 15, 2025, as amended by the Order of the Honourable Justice C.M. Jones granted on February 18, 2026; and
 - (ii) the Interim Lender's Charge, created pursuant to the Order of the Honourable Justice J.T. Nielson on November 7, 2025,

- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
- (d) those Claims listed in Schedule "C" hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in Schedule "D" (collectively, "Permitted Encumbrances"))

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets

4. Upon delivery of the Trustee's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Trustee's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

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

5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Trustee's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Debtor of the Sale Agreement.
7. Upon delivery of the Trustee's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets from and after delivery of the Trustee's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Debtor shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Debtor may, at its discretion, apply any part of such net proceeds to repay any post-filing obligations that have accrued during these proceedings, or may apply such net proceeds towards its operating costs that arise during these proceedings.
9. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of

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

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

MISCELLANEOUS MATTERS

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

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

14. The Proposal Trustee, the Debtor, 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.

15. 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 Debtor, the Purchaser the Proposal Trustee, and their respective 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 Debtor, the Purchaser, and the Proposal Trustee, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist each of them and their respective agents in carrying out the terms of this Order.
16. 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 Proposal Trustee's website at:
<https://www.ksvadvisory.com/experience/case/blue-sky-resources-ltd>
- and service on any other person is hereby dispensed with.
17. 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.

Schedule "A"**Form of Trustee's Certificate**

COURT/ESTATE FILE NUMBER	25-3276975
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, c. B-3, AS AMENDED

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF BLUE SKY RESOURCES LTD.

DOCUMENT	PROPOSAL TRUSTEE'S CERTIFICATE
----------	---------------------------------------

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DLA Piper (Canada) LLP 1000, 250 2 Street SW Calgary, Alberta T2P OC1
---	---

Lawyer: Carole J. Hunter / Anthony Mersich
Phone Number: (403) 698 8782 / (403) 766-8819
Fax Number: (403) 697 6600
Email Address: carole.hunter@ca.dlapiper.com / anthony.mersich@ca.dlapiper.com

File No. 101988-00025

RECITALS

- A. On September 24, 2025, Blue Sky Resources Ltd. (the "Debtor") filed a notice of intention to make a proposal under Part III of the *Bankruptcy and Insolvency Act*, RSC 1985 c, B-3.
- B. Pursuant to an Order of the Honourable Justice C.M. Jones of the Court of King's Bench of Alberta (the "**Court**") dated February 18, 2026, the Court approved the agreement of purchase and sale made as of February 11, 2026, (the "**Sale Agreement**") between the Debtor and **Canadian Natural Resources Ltd.** (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by KSV Restructuring Inc. in its capacity as proposal trustee of the Debtor (the "**Proposal Trustee**") to the Purchaser of a certificate confirming (i) the

payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section * of the Sale Agreement have been satisfied or waived by the Debtor and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Debtor and the Purchaser.

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

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Debtor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section * of the Sale Agreement have been satisfied or waived by the Debtor and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Debtor and the Purchaser.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

**KSV Restructuring Inc. in its capacity
as proposal trustee of Blue Sky
Resource Ltd., and not in its personal
or corporate capacity.**

Per; _____

Name: Andrew Basi

Title: Managing Director

SCHEDULE "C"
Draft Order

COURT/ESTATE FILE NUMBER 25-3276975
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

Clerk's Stamp

IN THE MATTER OF THE *BANKRUPTCY
AND INSOLVENCY ACT*, RSC 1985, c. B-3,
AS AMENDED

IN THE MATTER OF THE NOTICE OF
INTENTION TO MAKE A PROPOSAL OF
BLUE SKY RESOURCES LTD.

DOCUMENT

APPROVAL AND VESTING ORDER

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT

DLA Piper (Canada) LLP
1000, 250 2 Street SW
Calgary, Alberta T2P OC1

Lawyer: Carole J. Hunter / Anthony Mersich
Phone Number: (403) 698 8782 / (403) 766-8819
Fax Number: (403) 697 6600
Email Address: carole.hunter@ca.dlapiper.com /
anthony.mersich@ca.dlapiper.com

File No. 101988-00025

DATE ON WHICH ORDER WAS PRONOUNCED: February 18, 2026

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary Courts Centre, Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice C.M. Jones

UPON THE APPLICATION by Blue Sky Resources Ltd. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Debtors and **Baytex Energy Ltd.** (the "**Purchaser**") dated February 11, 2026, an unredacted copy of which is attached as Exhibit "**X**" to the confidential affidavit of Mike Bouvier, sworn on February 11, 2026 (the "**Confidential Affidavit**"), and vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the Affidavit Mike Bouvier, sworn February 11, 2026, the Confidential Affidavit, the Sixth Report of KSV Restructuring Inc. in its capacity as proposal trustee of the Debtor (the "**Proposal Trustee**"), dated February 13, 2026 (the "**Sixth Report**") and the Affidavit of Service of Emily

Nakogee, dated February 17, 2026; **AND UPON HEARING** the submissions of counsel for the Debtor, the Proposal Trustee, the Purchaser, and counsel for other parties present at the this Application;

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.

APPROVAL OF TRANSACTION

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

VESTING OF PROPERTY

3. Upon delivery of a Trustee's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "Trustee's Closing Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets listed in **Schedule "B"** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "Claims") including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by orders of this Court in these proceedings, including:
 - (i) the Administration Charge, created pursuant to the Order of the Honourable Justice D. Mah, granted on October 15, 2025, as amended by the Order of the Honourable Justice C.M. Jones granted on February 18, 2026; and
 - (ii) the Interim Lender's Charge, created pursuant to the Order of the Honourable Justice J.T. Nielson on November 7, 2025,

- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
- (d) those Claims listed in **Schedule "C"** hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "D"** (collectively, "Permitted Encumbrances"))

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets

4. Upon delivery of the Trustee's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Trustee's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

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

5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Trustee's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Debtor of the Sale Agreement.
7. Upon delivery of the Trustee's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets from and after delivery of the Trustee's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Debtor shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Debtor may, at its discretion, apply any part of such net proceeds to repay any post-filing obligations that have accrued during these proceedings, or may apply such net proceeds towards its operating costs that arise during these proceedings.
9. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of

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

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

MISCELLANEOUS MATTERS

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

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

14. The Proposal Trustee, the Debtor, 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.

15. 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 Debtor, the Purchaser the Proposal Trustee, and their respective 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 Debtor, the Purchaser, and the Proposal Trustee, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist each of them and their respective agents in carrying out the terms of this Order.
16. 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 Proposal Trustee's website at:
<https://www.ksvadvisory.com/experience/case/blue-sky-resources-ltd>
- and service on any other person is hereby dispensed with.
17. 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.

Schedule "A"**Form of Trustee's Certificate**

COURT/ESTATE FILE NUMBER	25-3276975
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, c. B-3, AS AMENDED

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF BLUE SKY RESOURCES LTD.

DOCUMENT	PROPOSAL TRUSTEE'S CERTIFICATE
----------	---------------------------------------

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DLA Piper (Canada) LLP 1000, 250 2 Street SW Calgary, Alberta T2P OC1
---	---

Lawyer: Carole J. Hunter / Anthony Mersich
Phone Number: (403) 698 8782 / (403) 766-8819
Fax Number: (403) 697 6600
Email Address: carole.hunter@ca.dlapiper.com / anthony.mersich@ca.dlapiper.com

File No. 101988-00025

RECITALS

- A. On September 24, 2025, Blue Sky Resources Ltd. (the "Debtor") filed a notice of intention to make a proposal under Part III of the *Bankruptcy and Insolvency Act*, RSC 1985 c, B-3.
- B. Pursuant to an Order of the Honourable Justice C.M. Jones of the Court of King's Bench of Alberta (the "**Court**") dated February 18, 2026, the Court approved the agreement of purchase and sale made as of February 11, 2026, (the "**Sale Agreement**") between the Debtor and **Baytex Energy Ltd.** (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by KSV Restructuring Inc. in its capacity as proposal trustee of the Debtor (the "**Proposal Trustee**") to the Purchaser of a certificate confirming (i) the payment

by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section * of the Sale Agreement have been satisfied or waived by the Debtor and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Debtor and the Purchaser.

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

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Debtor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section * of the Sale Agreement have been satisfied or waived by the Debtor and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Debtor and the Purchaser.
4. This Certificate was delivered by the Receiver at [Time] on [Date].

**KSV Restructuring Inc. in its capacity
as proposal trustee of Blue Sky
Resource Ltd., and not in its personal
or corporate capacity.**

Per; _____

Name: Andrew Basi

Title: Managing Director

SCHEDULE "B"**LIST OF ASSETS****ALL OF BLUE SKY'S INTEREST IN THE FOLLOWING NON-OPERATED PROPERTIES**

Leases	Lands	Rights	Vendor's Interest	Encumbrances
Crown Oil Sands Lease 7423040131 (M32575-A) Exp: Apr 05, 2038	TWP 82 RGE 12 W5M SEC 28	ALL OS BELOW TOP PEACE_RIVER TO BASE PEKISKO	100%	CSS OIL SAND 1- 9% PRE-PAYOUT ALL PRODUCTS
Crown Oil Sands Lease 7423040132 (M32576-A) Exp: Apr 05, 2038	TWP 82 RGE 12 W5M SEC 33	ALL OS BELOW TOP PEACE_RIVER TO BASE PEKISKO	100%	CSS OIL SAND 1- 9% PRE-PAYOUT ALL PRODUCTS
Crown Oil Sands Lease 7423110159 (M32600)	TWP 63 RGE 3 W4M SEC 10	OS IN MANNVILLE GROUP	50%	CSS; 1% GOR (no deductions) on 100% of production payable to Ultrawest Exploration Ltd. 100% payable by Vendor 50%
Crown Oil Sands Lease 7423120092 (M32602)	TWP 63 RGE 3 W4M SE 15	OS IN MANNVILLE GROUP	50%	CSS; 1% GOR (no deductions) on 100% of production payable to Ultrawest Exploration Ltd. 100% payable by Vendor 50%
Crown Oil Sands Lease 7423120086 (M32601)	TWP 62 RGE 3 W4M NW 18	OS IN MANNVILLE GROUP	50%	CSS; 1% GOR (no deductions) on 100% of production payable to

				Ultrawest Exploration Ltd. 100% payable by Vendor 50%
Crown Oil Sands Lease 7423110054 (M32599)	TWP 62 RGE 3 W4M LSD 9, 16 SEC 18	OS IN MANNVILLE GROUP	50%	CSS; 1% GOR (no deductions) on 100% of production payable to Ultrawest Exploration Ltd. 100% payable by Vendor 50%

SCHEDULE "C"

CLAIMS

NIL

SCHEDULE "D"
PERMITTED ENCUMBRANCES

Nil

SCHEDULE "E"

CROWN LEASES TO TRANSFER

1 - Crown Oil Sands Lease; 7423040131 (M32575-A), Exp: Apr 05, 2038

2- Crown Oil Sands Lease; 7423040132 (M32576-A), Exp: Apr 05, 2038

3- Crown Oil Sands Lease; 7423110159 (M32600),

4- Crown Oil Sands Lease; 7423120092 (M32602)

5- Crown Oil Sands Lease; 7423120086 (M32601)

6- Crown Oil Sands Lease; 7423110054 (M32599)

SCHEDULE "D"
Draft Order

COURT/ESTATE FILE NUMBER 25-3276975
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

Clerk's Stamp

IN THE MATTER OF THE *BANKRUPTCY
AND INSOLVENCY ACT*, RSC 1985, c. B-3,
AS AMENDED

IN THE MATTER OF THE NOTICE OF
INTENTION TO MAKE A PROPOSAL OF
BLUE SKY RESOURCES LTD.

DOCUMENT

APPROVAL AND VESTING ORDER

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT

DLA Piper (Canada) LLP
1000, 250 2 Street SW
Calgary, Alberta T2P OC1

Lawyer: Carole J. Hunter / Anthony Mersich
Phone Number: (403) 698 8782 / (403) 766-8819
Fax Number: (403) 697 6600
Email Address: carole.hunter@ca.dlapiper.com /
anthony.mersich@ca.dlapiper.com

File No. 101988-00025

DATE ON WHICH ORDER WAS PRONOUNCED: February 18, 2026

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary Courts Centre, Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice C.M. Jones

UPON THE APPLICATION by Blue Sky Resources Ltd. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Debtors and **Peyto Exploration & Development Corp.** (the "**Purchaser**") dated February 11, 2026, an unredacted copy of which is attached as Exhibit "**X**" to the confidential affidavit of Mike Bouvier, sworn on February 11, 2026 (the "**Confidential Affidavit**"), and vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the Affidavit Mike Bouvier, sworn February 11, 2026, the Confidential Affidavit, the Sixth Report of KSV Restructuring Inc. in its capacity as proposal trustee of the Debtor (the "**Proposal Trustee**"), dated February 13, 2026 (the "**Sixth Report**") and the Affidavit of Service of Emily

Nakogee, dated February 17, 2026; **AND UPON HEARING** the submissions of counsel for the Debtor, the Proposal Trustee, the Purchaser, and counsel for other parties present at the this Application;

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.

APPROVAL OF TRANSACTION

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

VESTING OF PROPERTY

3. Upon delivery of a Trustee's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "Trustee's Closing Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets listed in **Schedule "B"** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "Claims") including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by orders of this Court in these proceedings, including:
 - (i) the Administration Charge, created pursuant to the Order of the Honourable Justice D. Mah, granted on October 15, 2025, as amended by the Order of the Honourable Justice C.M. Jones granted on February 18, 2026; and
 - (ii) the Interim Lender's Charge, created pursuant to the Order of the Honourable Justice J.T. Nielson on November 7, 2025,

- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
- (d) those Claims listed in **Schedule "C"** hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "D"** (collectively, "Permitted Encumbrances"))

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets

4. Upon delivery of the Trustee's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Trustee's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

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

5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Trustee's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Debtor of the Sale Agreement.
7. Upon delivery of the Trustee's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets from and after delivery of the Trustee's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Debtor shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Debtor may, at its discretion, apply any part of such net proceeds to repay any post-filing obligations that have accrued during these proceedings, or may apply such net proceeds towards its operating costs that arise during these proceedings.
9. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of

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

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

MISCELLANEOUS MATTERS

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

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

14. The Proposal Trustee, the Debtor, 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.

15. 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 Debtor, the Purchaser the Proposal Trustee, and their respective 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 Debtor, the Purchaser, and the Proposal Trustee, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist each of them and their respective agents in carrying out the terms of this Order.
16. 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 Proposal Trustee's website at:
<https://www.ksvadvisory.com/experience/case/blue-sky-resources-ltd>
- and service on any other person is hereby dispensed with.
17. 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.

Schedule "A"**Form of Trustee's Certificate**

COURT/ESTATE FILE NUMBER	25-3276975
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, c. B-3, AS AMENDED

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF BLUE SKY RESOURCES LTD.

DOCUMENT	PROPOSAL TRUSTEE'S CERTIFICATE
----------	---------------------------------------

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DLA Piper (Canada) LLP 1000, 250 2 Street SW Calgary, Alberta T2P OC1
---	---

Lawyer: Carole J. Hunter / Anthony Mersich
Phone Number: (403) 698 8782 / (403) 766-8819
Fax Number: (403) 697 6600
Email Address: carole.hunter@ca.dlapiper.com / anthony.mersich@ca.dlapiper.com

File No. 101988-00025

RECITALS

- A. On September 24, 2025, Blue Sky Resources Ltd. (the "Debtor") filed a notice of intention to make a proposal under Part III of the *Bankruptcy and Insolvency Act*, RSC 1985 c, B-3.
- B. Pursuant to an Order of the Honourable Justice C.M. Jones of the Court of King's Bench of Alberta (the "**Court**") dated February 18, 2026, the Court approved the agreement of purchase and sale made as of February 11, 2026, (the "**Sale Agreement**") between the Debtor and **Peyto Exploration & Development Corp.** (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by KSV Restructuring Inc. in its capacity as proposal trustee of the Debtor (the "**Proposal Trustee**") to the Purchaser of a

certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section * of the Sale Agreement have been satisfied or waived by the Debtor and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Debtor and the Purchaser.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Debtor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section * of the Sale Agreement have been satisfied or waived by the Debtor and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Debtor and the Purchaser.
4. This Certificate was delivered by the Receiver at [Time] on [Date].

**KSV Restructuring Inc. in its capacity
as proposal trustee of Blue Sky
Resource Ltd., and not in its personal
or corporate capacity.**

Per; _____

Name: Andrew Basi

Title: Managing Director

SCHEDULE "B"**LIST OF ASSETS****ALL OF BLUE SKY'S INTEREST IN THE FOLLOWING NON-OPERATED PROPERTIES**

PNG Leases	Lands	Rights	Vendor's Interest	Encumbrances
0592050302	TWP 52 RGE 21 W5M SEC 25	PNG IN BLUESKY (EXCL PRODUCTION FROM THE 100/08-25-052- 21W5/00 WELLBORE ONLY)	25%	Crown Sliding Scale Royalty
0580020156	TWP 55 RGE 22 W5M E 23	PNG FROM BASE CARDIUM TO TOP BLUESKY & BULLHEAD EXCL ALL PNG IN (MIDDLE) FALHER	50%	Crown Sliding Scale Royalty
0580020156	TWP 55 RGE 22 W5M SW 23	PNG FROM BASE CARDIUM TO TOP BLUESKY & BULLHEAD EXCL NG IN VIKING EXCL PNG IN (MIDDLE) FALHER	50%	Crown Sliding Scale Royalty

SCHEDULE "C"

CLAIMS

NIL

SCHEDULE "D"
PERMITTED ENCUMBRANCES

Nil

SCHEDULE "E"

CROWN LEASES TO TRANSFER

1 – PNG Lease 0592050302

2 - PNG Lease 0580020156

3 - PNG Lease 0580020156

SCHEDULE "E"
Draft Order

COURT/ESTATE FILE NUMBER 25-3276975
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

Clerk's Stamp

IN THE MATTER OF THE *BANKRUPTCY
AND INSOLVENCY ACT*, RSC 1985, c. B-3,
AS AMENDED

IN THE MATTER OF THE NOTICE OF
INTENTION TO MAKE A PROPOSAL OF
BLUE SKY RESOURCES LTD.

DOCUMENT

APPROVAL AND VESTING ORDER

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT

DLA Piper (Canada) LLP
1000, 250 2 Street SW
Calgary, Alberta T2P OC1

Lawyer: Carole J. Hunter / Anthony Mersich
Phone Number: (403) 698 8782 / (403) 766-8819
Fax Number: (403) 697 6600
Email Address: carole.hunter@ca.dlapiper.com /
anthony.mersich@ca.dlapiper.com

File No. 101988-00025

DATE ON WHICH ORDER WAS PRONOUNCED: February 18, 2026

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary Courts Centre, Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice C.M. Jones

UPON THE APPLICATION by Blue Sky Resources Ltd. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Debtors and **Potts Petroleum Inc.** (the "**Purchaser**") dated February 11, 2026, an unredacted copy of which is attached as Exhibit "**X**" to the confidential affidavit of Mike Bouvier, sworn on February 11, 2026 (the "**Confidential Affidavit**"), and vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the Affidavit Mike Bouvier, sworn February 11, 2026, the Confidential Affidavit, the Sixth Report of KSV Restructuring Inc. in its capacity as proposal trustee of the Debtor (the "**Proposal Trustee**"), dated February 13, 2026 (the "**Sixth Report**") and the Affidavit of Service of Emily

Nakogee, dated February 17, 2026; **AND UPON HEARING** the submissions of counsel for the Debtor, the Proposal Trustee, the Purchaser, and counsel for other parties present at the this Application;

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.

APPROVAL OF TRANSACTION

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

VESTING OF PROPERTY

3. Upon delivery of a Trustee's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "Trustee's Closing Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets listed in **Schedule "B"** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "Claims") including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by orders of this Court in these proceedings, including:
 - (i) the Administration Charge, created pursuant to the Order of the Honourable Justice D. Mah, granted on October 15, 2025, as amended by the Order of the Honourable Justice C.M. Jones granted on February 18, 2026; and
 - (ii) the Interim Lender's Charge, created pursuant to the Order of the Honourable Justice J.T. Nielson on November 7, 2025,

- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
- (d) those Claims listed in **Schedule "C"** hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "D"** (collectively, "Permitted Encumbrances"))

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets

4. Upon delivery of the Trustee's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Trustee's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

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

5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Trustee's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Debtor of the Sale Agreement.
7. Upon delivery of the Trustee's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets from and after delivery of the Trustee's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Debtor shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Debtor may, at its discretion, apply any part of such net proceeds to repay any post-filing obligations that have accrued during these proceedings, or may apply such net proceeds towards its operating costs that arise during these proceedings.
9. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of

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

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

MISCELLANEOUS MATTERS

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

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

14. The Proposal Trustee, the Debtor, 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.

15. 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 Debtor, the Purchaser the Proposal Trustee, and their respective 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 Debtor, the Purchaser, and the Proposal Trustee, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist each of them and their respective agents in carrying out the terms of this Order.
16. 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 Proposal Trustee's website at:
<https://www.ksvadvisory.com/experience/case/blue-sky-resources-ltd>
- and service on any other person is hereby dispensed with.
17. 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.

Schedule "A"**Form of Trustee's Certificate**

COURT/ESTATE FILE NUMBER	25-3276975
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, c. B-3, AS AMENDED

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF BLUE SKY RESOURCES LTD.

DOCUMENT	PROPOSAL TRUSTEE'S CERTIFICATE
----------	---------------------------------------

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DLA Piper (Canada) LLP 1000, 250 2 Street SW Calgary, Alberta T2P OC1
---	---

Lawyer: Carole J. Hunter / Anthony Mersich
Phone Number: (403) 698 8782 / (403) 766-8819
Fax Number: (403) 697 6600
Email Address: carole.hunter@ca.dlapiper.com / anthony.mersich@ca.dlapiper.com

File No. 101988-00025

RECITALS

- A. On September 24, 2025, Blue Sky Resources Ltd. (the "Debtor") filed a notice of intention to make a proposal under Part III of the *Bankruptcy and Insolvency Act*, RSC 1985 c, B-3.
- B. Pursuant to an Order of the Honourable Justice C.M. Jones of the Court of King's Bench of Alberta (the "**Court**") dated February 18, 2026, the Court approved the agreement of purchase and sale made as of February 11, 2026, (the "**Sale Agreement**") between the Debtor and **Potts Petroleum Inc.** (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by KSV Restructuring Inc. in its capacity as proposal trustee of the Debtor (the "**Proposal Trustee**") to the Purchaser of a certificate confirming (i) the payment

by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section * of the Sale Agreement have been satisfied or waived by the Debtor and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Debtor and the Purchaser.

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

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Debtor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section * of the Sale Agreement have been satisfied or waived by the Debtor and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Debtor and the Purchaser.
4. This Certificate was delivered by the Receiver at [Time] on [Date].

**KSV Restructuring Inc. in its capacity
as proposal trustee of Blue Sky
Resource Ltd., and not in its personal
or corporate capacity.**

Per; _____

Name: Andrew Basi

Title: Managing Director

SCHEDULE "B"**LIST OF ASSETS****ALL OF BLUE SKY'S INTEREST IN THE FOLLOWING NON-OPERATED PROPERTIES****Lands**

Warburg Belly River 'M' Unit Tracts			
CR/FH Agreement No.	Bluesky File No.	Land Description	Substance & Formations
AB 0010000023832 1	M08111 E	T048-02W5: 5NE	P&NG in Unitized Belly River Sandstone (Tract 24)
AB 0010000121149 1	M08109 B	T048-02W5: 5SE	P&NG in Unitized Belly River Sandstone (Tract 23)
Prairiesky FH PL 5767	M08117 C & D	T047-02W5: 33NW, NE	P&NG in Unitized Belly River Sandstone (Tracts 7 & 8)
Prairiesky FH PL 6357	M08118 C	T047-02W5: 35SW	P&NG in Unitized Belly River Sandstone (Tract 13)
Prairiesky FH PL 7031	M08119 B	T047-02W5: 35NW, NE	P&NG in Unitized Belly River Sandstone (Tract 14)

Non-Unit Lease			
CR Agreement No.	Bluesky File No.	Land Description	Substance & Formations
AB 0040484060179 1	M00173	T047-02W5: 20	P&NG from Surface to Base of the Mannville (D00004)

Wells

Warburg Belly River 'M' Unit Wells		
UWI	License No.	Current Operator
100/12-26-047-02W5/00	0156699	Sinopec Cda Enrg Ltd
100/14-26-047-02W5/00	0024174	Sinopec Cda Enrg Ltd
100/10-27-047-02W5/00	0141014	Sinopec Cda Enrg Ltd

100/11-27-047-02W5/00	0181879	Sinopec Cda Enrg Ltd
100/12-27-047-02W5/00	0156693	Sinopec Cda Enrg Ltd
100/14-27-047-02W5/00	0023524	Sinopec Cda Enrg Ltd
102/16-27-047-02W5/00	0023590	Sinopec Cda Enrg Ltd
100/09-28-047-02W5/00	0182006	Sinopec Cda Enrg Ltd
100/10-28-047-02W5/00	0156971	Sinopec Cda Enrg Ltd
100/12-28-047-02W5/00	0156692	Sinopec Cda Enrg Ltd
100/14-28-047-02W5/00	0026478	Sinopec Cda Enrg Ltd
100/16-28-047-02W5/00	0025351	Sinopec Cda Enrg Ltd
100/10-29-047-02W5/00	0156691	Sinopec Cda Enrg Ltd
100/16-29-047-02W5/00	0031447	Sinopec Cda Enrg Ltd
100/10-33-047-02W5/00	0122230	Sinopec Cda Enrg Ltd
100/12-33-047-02W5/00	0122186	Sinopec Cda Enrg Ltd
100/14-33-047-02W5/00	0022765	Sinopec Cda Enrg Ltd
102/16-33-047-02W5/00	0022470	Sinopec Cda Enrg Ltd
103/16-33-047-02W5/00	0234646	Sinopec Cda Enrg Ltd
100/02-34-047-02W5/00	0071545	Sinopec Cda Enrg Ltd
100/04-34-047-02W5/00	0075634	Sinopec Cda Enrg Ltd
100/06-34-047-02W5/02	0021944	Sinopec Cda Enrg Ltd
100/08-34-047-02W5/00	0022900	Sinopec Cda Enrg Ltd
100/10-34-047-02W5/00	0071556	Sinopec Cda Enrg Ltd
100/12-34-047-02W5/00	0075643	Sinopec Cda Enrg Ltd
100/14-34-047-02W5/00	0022749	Sinopec Cda Enrg Ltd
100/16-34-047-02W5/02	0021798	Sinopec Cda Enrg Ltd
100/04-35-047-02W5/00	0075715	Sinopec Cda Enrg Ltd
102/06-35-047-02W5/00	0023706	Sinopec Cda Enrg Ltd

100/10-35-047-02W5/00	0141087	Sinopec Cda Enrg Ltd
100/12-35-047-02W5/00	0071796	Sinopec Cda Enrg Ltd
100/14-35-047-02W5/00	0022330	Sinopec Cda Enrg Ltd
100/16-35-047-02W5/00	0022174	Sinopec Cda Enrg Ltd
100/04-02-048-02W5/00	0075650	Sinopec Cda Enrg Ltd
100/06-02-048-02W5/00	0022490	Sinopec Cda Enrg Ltd
100/02-03-048-02W5/00	0071546	Sinopec Cda Enrg Ltd
100/04-03-048-02W5/00	0071487	Sinopec Cda Enrg Ltd
102/06-03-048-02W5/00	0022084	Sinopec Cda Enrg Ltd
100/07-03-048-02W5/00	0235165	Sinopec Cda Enrg Ltd
100/08-03-048-02W5/00	0022083	Sinopec Cda Enrg Ltd
100/12-03-048-02W5/00	0075644	Sinopec Cda Enrg Ltd
100/14-03-048-02W5/00	0022173	Sinopec Cda Enrg Ltd
100/02-04-048-02W5/00	0071488	Sinopec Cda Enrg Ltd
100/04-04-048-02W5/00	0075642	Sinopec Cda Enrg Ltd
102/06-04-048-02W5/00	0022500	Sinopec Cda Enrg Ltd
100/08-04-048-02W5/00	0022082	Sinopec Cda Enrg Ltd
100/10-04-048-02W5/00	0075635	Sinopec Cda Enrg Ltd
100/12-04-048-02W5/00	0075636	Sinopec Cda Enrg Ltd
100/14-04-048-02W5/00	0022398	Sinopec Cda Enrg Ltd
102/14-04-048-02W5/00	0129221	Sinopec Cda Enrg Ltd
100/16-04-048-02W5/02	0021648	Sinopec Cda Enrg Ltd
102/16-04-048-02W5/00	0022727	Sinopec Cda Enrg Ltd
100/02-05-048-02W5/00	0135868	Sinopec Cda Enrg Ltd
100/08-05-048-02W5/00	0029097	Sinopec Cda Enrg Ltd
100/10-05-048-02W5/00	0152590	Sinopec Cda Enrg Ltd

100/16-05-048-02W5/02	0021030	Sinopec Cda Enrg Ltd
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Non-Unit Wells		
UWI	License No.	Current Operator
100/12-20-047-02W5/00	0420305	HWN Enrg Ltd
100/13-20-047-02W5/00	0416665	HWN Enrg Ltd

SCHEDULE "C"

CLAIMS

Nil

SCHEDULE "D"
PERMITTED ENCUMBRANCES

Nil

SCHEDULE "E"

CROWN LEASES TO TRANSFER

Nil

SCHEDULE "F"
Draft Order

COURT/ESTATE FILE NUMBER 25-3276975
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

Clerk's Stamp

IN THE MATTER OF THE *BANKRUPTCY
AND INSOLVENCY ACT*, RSC 1985, c. B-3,
AS AMENDED

IN THE MATTER OF THE NOTICE OF
INTENTION TO MAKE A PROPOSAL OF
BLUE SKY RESOURCES LTD.

DOCUMENT

APPROVAL AND VESTING ORDER

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT

DLA Piper (Canada) LLP
1000, 250 2 Street SW
Calgary, Alberta T2P OC1

Lawyer: Carole J. Hunter / Anthony Mersich
Phone Number: (403) 698 8782 / (403) 766-8819
Fax Number: (403) 697 6600
Email Address: carole.hunter@ca.dlapiper.com /
anthony.mersich@ca.dlapiper.com

File No. 101988-00025

DATE ON WHICH ORDER WAS PRONOUNCED: February 18, 2026

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary Courts Centre, Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice C.M. Jones

UPON THE APPLICATION by Blue Sky Resources Ltd. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Debtors and **Obsidian Energy Ltd.** (the "**Purchaser**") dated February 11, 2026, an unredacted copy of which is attached as Exhibit "**X**" to the confidential affidavit of Mike Bouvier, sworn on February 11, 2026 (the "**Confidential Affidavit**"), and vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the Affidavit Mike Bouvier, sworn February 11, 2026, the Confidential Affidavit, the Sixth Report of KSV Restructuring Inc. in its capacity as proposal trustee of the Debtor (the "**Proposal Trustee**"), dated February 13, 2026 (the "**Sixth Report**") and the Affidavit of Service of Emily

Nakogee, dated February 17, 2026; **AND UPON HEARING** the submissions of counsel for the Debtor, the Proposal Trustee, the Purchaser, and counsel for other parties present at the this Application;

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.

APPROVAL OF TRANSACTION

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

VESTING OF PROPERTY

3. Upon delivery of a Trustee's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "Trustee's Closing Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets listed in **Schedule "B"** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "Claims") including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by orders of this Court in these proceedings, including:
 - (i) the Administration Charge, created pursuant to the Order of the Honourable Justice D. Mah, granted on October 15, 2025, as amended by the Order of the Honourable Justice C.M. Jones granted on February 18, 2026; and
 - (ii) the Interim Lender's Charge, created pursuant to the Order of the Honourable Justice J.T. Nielson on November 7, 2025,

- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
- (d) those Claims listed in **Schedule "C"** hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "D"** (collectively, "Permitted Encumbrances"))

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets

4. Upon delivery of the Trustee's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Trustee's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

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

5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Trustee's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Debtor of the Sale Agreement.
7. Upon delivery of the Trustee's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets from and after delivery of the Trustee's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Debtor shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Debtor may, at its discretion, apply any part of such net proceeds to repay any post-filing obligations that have accrued during these proceedings, or may apply such net proceeds towards its operating costs that arise during these proceedings.
9. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of

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

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

MISCELLANEOUS MATTERS

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

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

14. The Proposal Trustee, the Debtor, 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.

15. 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 Debtor, the Purchaser the Proposal Trustee, and their respective 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 Debtor, the Purchaser, and the Proposal Trustee, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist each of them and their respective agents in carrying out the terms of this Order.
16. 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 Proposal Trustee's website at:
<https://www.ksvadvisory.com/experience/case/blue-sky-resources-ltd>
- and service on any other person is hereby dispensed with.
17. 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.

Schedule "A"**Form of Trustee's Certificate**

COURT/ESTATE FILE NUMBER	25-3276975
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, c. B-3, AS AMENDED

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF BLUE SKY RESOURCES LTD.

DOCUMENT	PROPOSAL TRUSTEE'S CERTIFICATE
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ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DLA Piper (Canada) LLP 1000, 250 2 Street SW Calgary, Alberta T2P OC1
---	---

Lawyer: Carole J. Hunter / Anthony Mersich
Phone Number: (403) 698 8782 / (403) 766-8819
Fax Number: (403) 697 6600
Email Address: carole.hunter@ca.dlapiper.com / anthony.mersich@ca.dlapiper.com

File No. 101988-00025

RECITALS

- A. On September 24, 2025, Blue Sky Resources Ltd. (the "Debtor") filed a notice of intention to make a proposal under Part III of the *Bankruptcy and Insolvency Act*, RSC 1985 c, B-3.
- B. Pursuant to an Order of the Honourable Justice C.M. Jones of the Court of King's Bench of Alberta (the "**Court**") dated February 18, 2026, the Court approved the agreement of purchase and sale made as of February 11, 2026, (the "**Sale Agreement**") between the Debtor and **Obsidian Energy Ltd.** (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by KSV Restructuring Inc. in its capacity as proposal trustee of the Debtor (the "**Proposal Trustee**") to the Purchaser of a certificate confirming (i) the payment

by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section * of the Sale Agreement have been satisfied or waived by the Debtor and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Debtor and the Purchaser.

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

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Debtor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section * of the Sale Agreement have been satisfied or waived by the Debtor and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Debtor and the Purchaser.
4. This Certificate was delivered by the Receiver at [Time] on [Date].

**KSV Restructuring Inc. in its capacity
as proposal trustee of Blue Sky
Resource Ltd., and not in its personal
or corporate capacity.**

Per; _____

Name: Andrew Basi

Title: Managing Director

SCHEDULE "B"**LIST OF ASSETS****ALL OF BLUE SKY'S INTEREST IN THE FOLLOWING ROADS****Description of Roads:**

South Seal Road	North Seal Road	NW Seal Lake Road	Deep South Seal Road
LOC801483	LOC801483	LOC931390	LOC851472
LOC801483	LOC760917	LOC230882	LOC230696
MSL790298	LOC780169	LOC230882	LOC232213
	LOC820807	LOC002429	LOC232213
	LOC081325	LOC002429	LOC232213
		LOC002495	LOC4121
		LOC012306	
		LOC972128	
		LOC970805	

SCHEDULE "C"

CLAIMS

NIL

SCHEDULE "D"
PERMITTED ENCUMBRANCES

Nil

SCHEDULE "E"

CROWN LEASES TO TRANSFER

Nil

SCHEDULE "G"
Draft Order

COURT/ESTATE FILE NUMBER 25-3276975
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY



IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, c. B-3, AS AMENDED

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF BLUE SKY RESOURCES LTD.

DOCUMENT **APPROVAL AND VESTING ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT DLA Piper (Canada) LLP
1000, 250 2 Street SW
Calgary, Alberta T2P OC1

Lawyer: Carole J. Hunter / Anthony Mersich
Phone Number: (403) 698 8782 / (403) 766-8819
Fax Number: (403) 697 6600
Email Address: carole.hunter@ca.dlapiper.com / anthony.mersich@ca.dlapiper.com

File No. 101988-00025

DATE ON WHICH ORDER WAS PRONOUNCED: February 18, 2026

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary Courts Centre, Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice C.M. Jones

UPON THE APPLICATION by Blue Sky Resources Ltd. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Debtors and **Prairie Thunder Resources Ltd.** (the "**Purchaser**") dated February 11, 2026, an unredacted copy of which is attached as Exhibit "**X**" to the confidential affidavit of Mike Bouvier, sworn on February 11, 2026 (the "**Confidential Affidavit**"), and vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the Affidavit Mike Bouvier, sworn February 11, 2026, the Confidential Affidavit, the Sixth Report of KSV Restructuring Inc. in its capacity as proposal trustee of the Debtor (the "**Proposal Trustee**"), dated February 13, 2026 (the "**Sixth Report**") and the Affidavit of Service of Emily

Nakogee, dated February 17, 2026; **AND UPON HEARING** the submissions of counsel for the Debtor, the Proposal Trustee, the Purchaser, and counsel for other parties present at the this Application;

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.

APPROVAL OF TRANSACTION

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

VESTING OF PROPERTY

3. Upon delivery of a Trustee's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "Trustee's Closing Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets listed in **Schedule "B"** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "Claims") including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by orders of this Court in these proceedings, including:
 - (i) the Administration Charge, created pursuant to the Order of the Honourable Justice D. Mah, granted on October 15, 2025, as amended by the Order of the Honourable Justice C.M. Jones granted on February 18, 2026; and
 - (ii) the Interim Lender's Charge, created pursuant to the Order of the Honourable Justice J.T. Nielson on November 7, 2025,

- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
- (d) those Claims listed in **Schedule "C"** hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "D"** (collectively, "Permitted Encumbrances"))

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets

4. Upon delivery of the Trustee's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Trustee's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

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

5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Trustee's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Debtor of the Sale Agreement.
7. Upon delivery of the Trustee's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets from and after delivery of the Trustee's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Debtor shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Debtor may, at its discretion, apply any part of such net proceeds to repay any post-filing obligations that have accrued during these proceedings, or may apply such net proceeds towards its operating costs that arise during these proceedings.
9. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of

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

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

MISCELLANEOUS MATTERS

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

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

14. The Proposal Trustee, the Debtor, 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.

15. 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 Debtor, the Purchaser the Proposal Trustee, and their respective 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 Debtor, the Purchaser, and the Proposal Trustee, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist each of them and their respective agents in carrying out the terms of this Order.
16. 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 Proposal Trustee's website at:
<https://www.ksvadvisory.com/experience/case/blue-sky-resources-ltd>
- and service on any other person is hereby dispensed with.
17. 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.

Schedule "A"**Form of Trustee's Certificate**

COURT/ESTATE FILE NUMBER	25-3276975
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, c. B-3, AS AMENDED

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF BLUE SKY RESOURCES LTD.

DOCUMENT	PROPOSAL TRUSTEE'S CERTIFICATE
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ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DLA Piper (Canada) LLP 1000, 250 2 Street SW Calgary, Alberta T2P OC1
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Lawyer: Carole J. Hunter / Anthony Mersich
Phone Number: (403) 698 8782 / (403) 766-8819
Fax Number: (403) 697 6600
Email Address: carole.hunter@ca.dlapiper.com / anthony.mersich@ca.dlapiper.com

File No. 101988-00025

RECITALS

- A. On September 24, 2025, Blue Sky Resources Ltd. (the "Debtor") filed a notice of intention to make a proposal under Part III of the *Bankruptcy and Insolvency Act*, RSC 1985 c, B-3.
- B. Pursuant to an Order of the Honourable Justice C.M. Jones of the Court of King's Bench of Alberta (the "**Court**") dated February 18, 2026, the Court approved the agreement of purchase and sale made as of February 11, 2026, (the "**Sale Agreement**") between the Debtor and **Prairie Thunder Resources Ltd.** (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by KSV Restructuring Inc. in its capacity as proposal trustee of the Debtor (the "**Proposal Trustee**") to the Purchaser of a certificate confirming (i) the

payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section * of the Sale Agreement have been satisfied or waived by the Debtor and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Debtor and the Purchaser.

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

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Debtor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section * of the Sale Agreement have been satisfied or waived by the Debtor and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Debtor and the Purchaser.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

**KSV Restructuring Inc. in its capacity
as proposal trustee of Blue Sky
Resource Ltd., and not in its personal
or corporate capacity.**

Per; _____

Name: Andrew Basi

Title: Managing Director

SCHEDULE "B"**LIST OF ASSETS****ALL OF BLUE SKY'S INTEREST IN THE FOLLOWING NON-OPERATED PROPERTIES****Lands:**

Title Number	Land Description	Formations	Vendor Interest	Royalty
AB 0050505020313	T085-08W6: 9NW,SE,SW	PNG below Base of the Charlie Lk to Base of the Doig	22.50%	CSS
AB 0050584110494	T085-08W6: 9	PNG from Surface to Base of the Nancy	75.00%	CSS
AB 0050584110494	T085-08W6: 9	PNG from Base of the Nancy to base of the Charlie Lake	22.50%	CSS
AB 0050599030507	T084-08W6: 33	PNG from Surface to Base of the Doig	58.00%	CSS 2.5-5% ss
AB 0050599030508	T084-08W6: 34NW	PNG in Charlie Lake and Halfway	58.00%	CSS 2.5-5% ss
AB 0050599110200	T085-08W6: 4	PNG from Surface to Base of the Doig	47.40%	CSS 2.5-5% ss
AB 0545494030135	T085-08W6: 5;8SE	PNG from Surface to Base of the Doig	53.00%	CSS 2.5-5% ss

Wells:

UWI	License #	Status	Vendor Interest
102/08-32-084-08W6/00	0361957	Inj	58%
100/14-33-084-08W6/00	0304852	Suspended Oil	58%
102/16-33-084-08W6/00	0305222	Suspended Oil	58%
100/03-34-084-08W6/00	0312986	Inj	58%
100/12-34-084-08W6/00	0312991	Abandoned Zn	58%
100/12-34-084-08W6/02	0312991	Suspended	58%
100/06-04-085-08W6/00	0309952	Suspended Oil	47.4%
100/14-04-085-08W6/00	0312621	Suspended Oil	47.4%
100/06-05-085-08W6/00	0284473	Suspended Oil	53.4%
100/08-05-085-08W6/00	0293014	Suspended Oil	31.470667%
100/14-05-085-08W6/00	0305683	Suspended Oil	53.4%
100/15-05-085-08W6/00	0268001	Suspended Oil	31.470667%
100/08-08-085-08W6/00	0312694	Suspended Oil	53.4%
100/06-09-085-08W6/00	0317623	Suspended Oil	22.5%
100/16-09-085-08W6/00	0132548	Suspended Gas	75%
100/16-09-085-08W6/02	0132548	Drilled & Cased	75%

Facilities:

License Number	Facility Number	Location	Facility Type Name	Vendor Interest
0017060	FAC03885	16-04-085-08W6M	GAS PROCESSING PLANT	22.96580%
0017060	FAC04476	16-04-085-08W6M	FACILITY FUNCTIONAL UNIT	21.12310%
0017060	FAC04477	16-04-085-08W6M	INLET SEPERATOR	21.12310%
0017060	FAC04478	16-04-085-08W6M	COMPRESSOR STATION	16.89670%
0017060	FAC04479	16-04-085-08W6M	GAS PROCESSING PLANT	5.81720%
0132548	FAC01691	16-09-085-08W6M	BATTERY	75.00000%
0031887	FAC04480	16-33-084-08W6M	BATTERY	18.90910%

Pipelines:

License & Line #	Licensee	Frome Location	To Location
44364 - 1	BLUE SKY RESOURCES LTD.	6-9-85-8W6	14-4-85-8W6
44621 - 1	BLUE SKY RESOURCES LTD.	14-4-85-8W6	6-9-85-8W6
49445 - 1	BLUE SKY RESOURCES LTD.	16-33-84-8W6	8-32-84-8W6
25987 - 1	BLUE SKY RESOURCES LTD.	14-34-87-6W6	7-21-87-6W6

SCHEDULE "C"

CLAIMS

NIL

SCHEDULE "D"
PERMITTED ENCUMBRANCES

Nil

SCHEDULE "E"

CROWN LEASES TO TRANSFER

Nil