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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**
**(Interim Financing, Approval of Sales Agent and
Extension of Time to File Proposal)**

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ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

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File No. 101988-00025

DATE ON WHICH ORDER WAS PRONOUNCED	November 7, 2025
LOCATION OF HEARING OR TRIAL	Edmonton, Alberta (Via Webex)
NAME OF JUDGE WHO MADE THIS ORDER	Justice J. T. Neilson

UPON THE APPLICATION of Blue Sky Resources Ltd. (the "**Applicant**") filed October 31, 2025 (the "**Application**"); **AND UPON** reading the Affidavit of Mike Bouvier sworn October 30, 2025 (the "**First Bouvier Affidavit**"), the Affidavit of Mike Bouvier sworn November 4, 2025 (the "**Second Bouvier Affidavit**") and together with the First Bouvier Affidavit, the "**Bouvier Affidavits**"), the Affidavit of Joe DeVries sworn November 6, 2025, and the Second Report of KSV Restructuring Inc., in its capacity as proposal trustee of the Applicant (the "**Proposal Trustee**") dated November 4, 2025, **AND**

UPON noting that the Applicant 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** noting that Blue Sky and Altima Energy Inc. (“**Altima**”) executed an asset purchase and sale agreement dated June 27, 2025 (the “**Altima APA**” and such transaction being the “**Altima Transaction**”) in respect of the sale of certain of Blue Sky’s oil and gas assets to Altima (the “**Altima Purchased Assets**”); **AND UPON** noting that Altima has assigned its rights under the Altima APA to its affiliate, Primrose Drilling Ventures Ltd.; **AND UPON** noting that the Second Closing (as defined in the Altima APA) of the Altima Transaction has not occurred as of the date of this Order; **AND UPON** hearing the submissions of counsel for the Applicant, 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 Bouvier Affidavits.

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.

EXTENSION OF TIME TO FILE PROPOSAL

3. The time within which the Applicant is required to file a proposal to its creditors with the Official Receiver, under section 50.4 of the BIA is hereby extended to December 24, 2025.

SALES AGENT

4. Sayer Energy Advisors is appointed as sales advisor to carry out the SISP (the “**Sales Agent**”) in cooperation with the Proposal Trustee. The engagement letter for the Sales Agent dated October 28, 2025, as set out in Confidential Appendix “1” to the Second Report (the “**Confidential Appendix**”) is approved.
5. Neither the Proposal Trustee nor the Sales Agent shall have any liability whatsoever to any person or party for any act or omission related to the sales and investment solicitation process (the “**SISP**”), except to the extent that such act or omission is the result of gross negligence or wilful misconduct on the part of the Proposal Trustee or the Sales Agent.

SEALING

6. The Confidential Appendix 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*.
7. The Clerk of this Honourable Court shall file the Confidential Appendix in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL APPENDIX "1" TO THE SECOND REPORT OF KSV RESTRUCTURING INC., IN ITS CAPACITY AS PROPOSAL TRUSTEE OF BLUE SKY RESOURCES LTD. DATED NOVEMBER 4, 2025.

CONFIDENTIAL APPENDIX "1" IS SEALED PURSUANT TO AN ORDER ISSUED BY THE HONOURABLE JUSTICE NIELSON ON NOVEMBER 7, 2025, UNTIL THE COMPLETION OF THE SISF.

8. Any interested party may apply to this Court to vary or amend the provisions relating to the sealing of the Confidential Appendix 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.

INTERIM FINANCING

9. The terms of the interim financing facility (the "**Interim Financing Facility**"), substantially in the form as set out in the interim financing term sheet dated as of October 30, 2025 (the "**Interim Financing Term Sheet**") attached as Exhibit "C" to the Bouvier Affidavit is hereby approved.
10. The Applicant be and is hereby authorized to borrow up to \$2,500,000 from ACES Canada SPV III ULC (collectively with any successors, assigns, nominees, participants, or transferees, in whole or in part, with respect to the Interim Financing Facility, the "**Interim Lender**") by way of the Interim Financing Term Sheet to be advanced to the Applicant by the Interim Lender.
11. Subject to paragraph 12 below, all present and after-acquired property, assets and undertakings of the Applicant, real and personal, tangible and intangible, whether now owned or hereafter acquired, and the proceeds thereof (collectively, the "**Property**") shall be, and hereby are, subject to a priority charge (the "**Interim Lender's Charge**") in order to secure repayment to the Interim Lender of all present and future debts, liabilities and obligations of the Applicant to the Interim Lender under or in connection with the Interim Financing Facility (including, without limitation, principal, interest and Recoverable Expenses (as defined in the

Interim Financing Term Sheet)), the Interim Financing Term Sheet and any other documents executed in connection therewith, which Interim Lender's Charge shall be subordinate only to the Administration Charge in the within proceedings. The Interim Lender's Charge shall secure advances made, interest accrued and Recoverable Expenses incurred both before and after the making of this Order in respect of these proceedings.

12. Notwithstanding any other provision of this Order, the Interim Lender's Charge shall not attach to the Altima Purchased Assets, to the extent such assets comprise Property of the Applicant.
13. The Interim Lender can assign, nominate, or permit the participation of, any and all interests, rights, obligations, and liabilities, under or in respect of the Interim Financing Facility, the Interim Financing Term Sheet, or the Interim Lender's Charge, without further Court approval.

PRIORITY OF COURT-ORDERED CHARGES

14. The respective ranking of the charges shall be as follows:

First, the Administration Charge; and

Second, the Interim Lender's Charge.

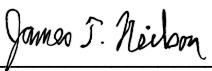
15. The filing, registration or perfection of the Interim Lender's Charge shall not be required, and the Interim Lender's Charge shall be valid, perfected and, subject to paragraph 12 above, enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Interim Lender's Charge coming into existence, notwithstanding any such failure to file, register, record or perfect and whether or not any other documents have been executed by the Applicant, provided that the Interim Lender may register the Interim Lender's Charge (and/or any notice, certificate, instrument or other agreement associated therewith) in jurisdictions and at registries or public offices as the Interim Lender may determine necessary or beneficial to protect its interests under the Interim Lender's Charge.
16. The granting of the Interim Lender's Charge and all other documents executed and delivered to the Interim Lender as contemplated in the Interim Financing Term Sheet, including, without limitation, all actions taken to perfect, record and register the Interim Lender's Charge, do not constitute conduct meriting an oppression remedy, settlement, fraudulent preference, fraudulent conveyance or other challengeable or reviewable transaction under any applicable federal or provincial legislation.

17. The Interim Lender's Charge shall constitute a charge on the Property and, subject to paragraph 12 above, such Interim Lender's Charge shall rank in priority to all other security interests, trusts, liens, charges, encumbrances and claims of secured creditors, statutory, deemed or otherwise, in favour of any person (collectively, the "**Encumbrances**"), except the Administration Charge.
18. Except as otherwise provided herein, the Applicant shall not grant any Encumbrances over the Property that rank in priority to, or *pari passu* with, the Interim Lender's Charge, unless the Applicant obtains the prior written consent of the beneficiaries of the Interim Lender's Charge (the "**Chargees**").
19. The Interim Lender's Charge shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees thereunder shall not otherwise be limited or impaired in any way by:
 - (a) the pendency of these proceedings and the declarations of insolvency made in this Order or in any other order of the Court;
 - (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications;
 - (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;
 - (d) the provisions of any federal or provincial statutes, regulations or policies; or
 - (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") that binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:
 - (i) neither the creation of the Interim Lender's Charge nor the execution, delivery, perfection, registration or performance of any documents, interests, rights, or remedies, in respect thereof, shall create or be deemed to constitute a new breach by the Applicant of any Agreement to which it is a party;
 - (ii) none of the Chargees shall have any liability to any person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Interim Lender's Charge, or the execution, delivery or performance of the Interim Financing Facility; and

- (iii) the payments made by the Applicant pursuant to this Order, the Interim Financing Term Sheet, or and the granting of the Interim Lender's Charge, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable or voidable transactions under any applicable law.

GENERAL

20. The Applicant, the Interim Lender 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 or any other matters in connection with the Interim Financing Term Sheet, the Interim Lender's Charge, the Interim Financing Facility, or any related matters.
21. Any interested party (including the Applicant, the Interim Lender, 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.
22. 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.