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*Wayne Ligne***COURT FILE NUMBER** 2401 - 05179**COURT** COURT OF KING'S BENCH OF ALBERTA**JUDICIAL CENTRE** CALGARY

IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, RSC 1985, c C-36, as
amended

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

APPLICANT ALIXPARTNERS RESTRUCTURING, INC. in its capacity as Court-appointed
Monitor of ALPHABOW ENERGY LTD.

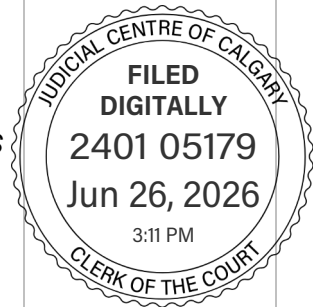
DOCUMENT ORDER FOR ENHANCEMENT OF MONITOR'S POWERS and STAY
EXTENSION

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File no. 54670-9

Clerk's Stamp

DATE ON WHICH ORDER WAS PRONOUNCED: June 26, 2026

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice Kuntz

UPON THE APPLICATION of AlixPartners Restructuring, Inc., in its capacity as the Court-appointed Monitor (in such capacity, the “**Monitor**”) of Alhabow Energy Ltd. (“**Alhabow**”) for an Order (among other things) extending the stay of proceedings to August 28, 2026 and expanding the Monitor's powers (the “**Application**”); **AND UPON** having reviewed the Amended and Restated Initial Order of this Court pronounced April 26, 2024 (the “**ARIO**”); the Fourteenth Report of the Monitor dated June 24, 2026 (the “**Fourteenth Report**”); and the Affidavit of Service of Angeline Gagnon, sworn June 26, 2026; **AND UPON** hearing counsel for the Monitor, counsel for Alhabow, counsel to 2628069 Alberta Ltd. (“**Cascade**”) and 2628071 Alberta Ltd. (“**Resurgent**”), counsel to the Alberta Energy Regulator, counsel to the Orphan Well Association and any other interested parties appearing at the within application; **AND UPON** being satisfied that it is appropriate to do so;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Fourteenth Report.

SERVICE

2. Service of notice of this Application and supporting materials is hereby declared to be good and sufficient, and time for service of this Application is abridged to that actually given.

STAY EXTENSION

3. The Stay Period (as defined in the ARIO) is hereby extended up to and including August 28, 2026.

ADJOURNMENT

4. The portion of the Application seeking the approval of the Monitor and it's counsel's professional fees and disbursements is hereby adjourned *sine die*.

MONITOR'S ENHANCED POWERS

5. Notwithstanding any other provision of the ARIO, in addition to other rights and obligations of the Monitor under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended, the Monitor is hereby empowered and authorized, but not obligated, to act at once in respect of the property and business of Alhabow and, without in any way limiting the generality of the foregoing, the Monitor is hereby expressly empowered and authorized to do any of the following where the Monitor considers it necessary or desirable (collectively, the “**Monitor's Enhanced Powers**”):

- (a) receive and collect all monies and accounts now owed or hereafter owing to Alphabow, including, without limitation, all of the proceeds, receipts and disbursements arising out of or from Alphabow's present and after-acquired assets, property and undertakings (collectively, the "**Property**"), and to exercise all remedies of Alphabow in collecting such monies, including, without limitation, to enforce any security held by Alphabow;
- (b) deal with all administrative matters, including to take possession of and control Alphabow's bank accounts;
- (c) to abandon, dispose of, or otherwise release any interest in any of Alphabow's real or personal property or any right in any immovable;
- (d) upon further order of the Court, to abandon, dispose of, or otherwise release any license or authorization issued by any government authority;
- (e) enter into any agreements and incur any obligations on behalf of Alphabow for the purpose of closing:
 - i. the sale of certain of the Property pursuant to a Purchase and Sale Agreement between Alphabow and Cascade (the "**Cascade Transaction**");
 - ii. the transfer of all common shares of Alphabow to Resurgent pursuant to an Amended and Restated Subscription Agreement between Alphabow and Resurgent (the "**Resurgent Corporate Transaction**" and together with the Cascade Transaction, the "**Transactions**"); and/or
 - iii. any other transaction with respect to the Property that the Monitor may deem appropriate;
- (f) engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel, financial advisors, investment dealers, and such other persons from time to time in connection with the Transactions.
- (g) settle, extend or compromise any indebtedness owing to or by Alphabow;
- (h) execute, assign, issue and endorse documents, whether in the Monitor's name or in the name and on behalf of Alphabow, for any purpose of closing the Transactions or any other transaction with respect to the Property that the Monitor may deem appropriate;

- (i) take any other action reasonably required with respect to or in connection with the Transactions;
- (j) initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to Alphabow in connection with the Transactions or any matters ancillary to the Transactions. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgement pronounced in any such proceeding;
- (k) if necessary, to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Monitor in its discretion may deem appropriate;
- (l) if necessary, to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) compel any person with possession, custody, or control to disclose to the Monitor and produce and deliver any books, records, accounting, documents, correspondences or papers, electronically stored or otherwise, relating to the Allegations, the Property and any and all transactions leading to the defalcation of the Property. All such information shall be delivered within fifteen (15) days of the Monitor's request, or such a longer time period as the Monitor may agree to in its sole discretion;
- (n) seeking any orders from the Court that are deemed by the Monitor to be necessary or desirable in connection with the Allegations;
- (o) engage legal counsel, consultants, investigators, forensic accounts, experts, advisors, or other persons, as the Monitor deems necessary or advisable in its sole discretion to assist with or carry out the Investigation; and
- (p) report to, meet with and discuss with such affected persons as the Monitor deems appropriate all matters relating to the Property, the Transactions and these proceedings, and to share information, subject to such terms as to confidentiality as the Monitor deems advisable.

and in each case where the Monitor takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other persons, including Alphabow, and without interference from any other person.

PRESERVATION OF RECORDS

6. No Person with access to the Alphabow's servers, archives or books and records, shall take any steps to destroy any information stored thereon until further order of the Court.

MONITOR'S PROTECTIONS

7. The enhancement of the Monitor's powers as set for in this Order, the exercise by the Monitor of any of its powers, the performance by the Monitor of any of its duties, or the employment by the Monitor of any person in connection with its appointment and the performance of its powers and duties shall not constitute the Monitor as an employer, successor employer, or related employer of the employees of Alphabow or any employee caused to be hired by Alphabow by the Monitor within the meaning of any provincial, federal or municipal legislation, other relevant legislation, regulation, common law, or rule of law or equity governing employment, pensions, or labour standards for any purpose whatsoever or expose the Monitor to any liability to any individual arising from or relating to their employment or previous employment with Alphabow. Without limiting the provisions of the ARIO, all employees and consultants of Alphabow shall remain employees or consultants of Alphabow until such time as the Monitor, on Alphabow's behalf, may terminate the employment of such employees or other contractual or consulting agreements. Nothing in this Order shall, in and of itself, cause the Monitor to be liable for any employee-related liabilities or duties, including, without limitations, wages, severance pay, termination pay, vacation pay and pension or benefit amounts.
8. The Monitor is not and shall not be or be deemed to be a principal, director, officer, or employee of Alphabow.
9. The Monitor shall continue to have the benefits of all of the indemnities, charges, protections and priorities as set out in the ARIO and any other order of this Court and all such indemnities, charges, protections and priorities shall apply and extend to the Monitor and the fulfillment of its duties or the carrying out of the provisions of this Order.
10. Nothing in this Order shall constitute or be deemed to constitute the Monitor as receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of Alphabow within the meaning of any relevant legislation, regulation, common law, or rule of law or equity. For greater clarity, any distribution to creditors of Alphabow administered by the Monitor on behalf of Alphabow will be deemed to have been made by Alphabow themselves.

11. Notwithstanding the enhancement of the Monitor's powers and duties as set forth herein, the exercise by the Monitor of any of its powers, or the performance by the Monitor of any of its duties, the Monitor is not, and shall not be deemed, to be the owner of the Property for any purpose and nothing contained herein shall require the Monitor to occupy or take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might be cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act* or any other provincial or federal regulations in Canada or internationally ("**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in Possession.
12. In addition to the rights and protections afforded to the Monitor under the CCAA, the ARIO, this Order, or any other Order granted by this Honourable Court or as an officer of this Court, the Monitor shall incur no liability or obligation, in its personal or corporate capacity, as a result of carrying out of the Provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded to the Monitor by the CCAA or any applicable legislation.
13. The power and authority granted to the Monitor by virtue of this Order shall, if exercised in any case, be paramount to the power and authority of the Applicants with respect to such matters and in the event of a conflict, the terms of this Order and those of the ARIO or any other Order of this Court, the provisions of this Order shall govern.

DIRECTORS AND OFFICERS

14. All current and former directors and officers of the Alphabow shall have no further power or authority to manage or direct Alphabow including, but not limited to, the power to direct the sale,

transfer or other disposition of the Property on behalf of the Alphabow or incur any obligations on behalf of Alphabow.

SERVICE OF ORDER

15. 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; and
 - iii. any other parties attending or represented at the application for this Order; and
 - (b) posting a copy of this Order on the Monitor's website established in connection with these proceedings, for no less than six months from the date of this Order; and service on any other person is hereby dispensed with.
16. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier.



Justice of the Court of King's Bench of Alberta