

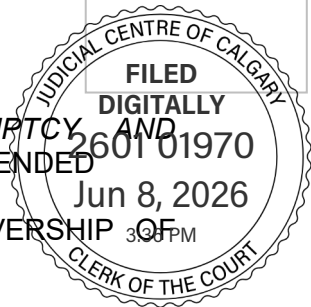
COURT FILE NUMBER 2601-01970

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 2601 01970

AND IN THE MATTER OF THE RECEIVERSHIP OF HALO EXPLORATION LTD. 3:08 PM



Clerk's Stamp

DOCUMENT **APPLICATION (REVERSE VESTING ORDER AND RELATED RELIEF)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

**Burnet, Duckworth & Palmer LLP**  
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File No.: 75459-4

**NOTICE TO RESPONDENT(S):**

This application is made against you. You are a respondent. You have the right to state your side of this matter before the Court.

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

Date: June 16, 2026  
Time: 10:00AM  
Where: Calgary Courts Centre (via Webex)  
<https://albertacourts.webex.com/meet/virtual.courtroom60>  
Before Whom: The Honourable Justice R.W. Armstrong

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. FTI Consulting Canada Inc. ("**FTI**"), in its capacity as the Court-appointed receiver and manager (FTI in such capacity, the "**Receiver**") of Halo Exploration Ltd. ("**Halo**" or the "**Debtor**"), respectfully seeks the following:
  - (a) an Order substantially in the form attached hereto as **Schedule "A"** (a "**Reverse Vesting Order**" or "**RVO**"), among other things:
    - (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) approving a subscription agreement between the Receiver and Saturn Oil & Gas Inc. ("**Saturn**" or the "**Purchaser**") dated June 8, 2026 (the "**Subscription Agreement**") for the issuance and sale by the Debtor and the subscription and purchase by the Purchaser of certain shares in the Debtor (the "**Purchased Shares**") and approving the reverse vesting transaction contemplated by Subscription Agreement (the "**Transaction**");
    - (iii) authorizing the Receiver to take such steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction, including, but not limited to the creation of a trust under the laws of the Province of Alberta (the "**Creditor Trust**") prior to the Closing Date for the purpose of implementing the Transaction;
    - (iv) upon closing of the Transaction:
      - A. issuing to and vesting in the Purchaser, or its nominee, the Purchased Shares and all right, title, interest and entitlement granted to the holder thereof, free and clear of all claims and encumbrances (other than the Permitted Encumbrances);
      - B. transferring to and vesting all of the Transferred Assets, the Transferred Contracts and the Transferred Liabilities (as defined in the Subscription Agreement) in the Creditor Trust such that they become the property of and liabilities of the Creditor Trust;

- (v) releasing the Debtor from the purview of these Receivership Proceedings, and adding the Creditor Trust as a debtor entity in the Receivership Proceedings; and
  - (vi) approving releases in favour of the Creditor Trust, the Receiver and its legal counsel;
- (b) an Order substantially in the form attached hereto **Schedule "B"**, among other things:
- (i) approving the Receiver's conduct, actions and activities as set forth in the Second Report of the Receiver dated June 8, 2026 (the "**Second Report**");
  - (ii) pursuant to Rule 6.29, sealing the Confidential Supplement (the "**Confidential Supplement**") to the Second Report on the Court Record (such relief being a "**Sealing Order**");
  - (iii) authorizing the Receiver to make distributions as contemplated in the Second Report, including distributions in respect of:
    - A. amounts payable pursuant to the KERP and secured by the KERP Charge;
    - B. amounts payable and secured by the Receiver's Borrowing Charge;
    - C. Outstanding Municipal Taxes;
    - D. Cure Costs payable to counterparties of Restricted Retained Contracts, as required by the Subscription Agreement; and
    - E. the indebtedness, liabilities and obligations owing to Invico Lending Strategies GP Inc. in its capacity as the General Partner of Invico Lending Strategies LP (collectively, "**Invico**"); and
- (c) such further and other relief as may be sought by the Receiver and this Honourable Court may deem appropriate.

2. Capitalized terms used herein but not otherwise defined have the meanings ascribed to them in the Second Report.

**Grounds for making this application:**

**Background**

3. On February 10, 2026, upon the application of Invico, Justice C.C.J. Feasby granted the following orders in the within proceedings (the "**Receivership Proceedings**"):
  - (a) an order (the "**Receivership Order**") appointing FTI as Receiver over all of Halo's assets, undertakings and properties (collectively, the "**Property**") pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985 c B-3 (the "**BIA**"), section 13(2) of the *Judicature Act*, RSA 2000, c J-2 and section 13(2) of the *Personal Property Security Act*, RSA 2000, c P-7; and
  - (b) an order (the "**SISP Order**") authorizing the Receiver to, among other things, implement a sales and investment solicitation process in respect of Halo and the Property (the "**SISP**").
4. On April 7, 2026, the Receiver sought and obtained, among other relief, approval of a Key Employee Retention Plan (the "**KERP**") and associated charges (the "**KERP Charges**").
5. Following the filing of the First Report, the Receiver has continued to diligently administer Halo's estate. Among other activities, the Receiver has:
  - (a) managed the Debtor's finances (including cash flows) and operations;
  - (b) implemented the SISP and undertaken various steps in connection with the SISP;
  - (c) continued to communicate with Halo's stakeholders in respect of the Receivership Proceedings;
  - (d) consulted with the Alberta Energy Regulator (the "**AER**") to discuss the status of the P&NG Assets and the results of the SISP; and
  - (e) negotiated the Subscription Agreement and the RVO.

## Implementation and Results of the SISP

6. Pursuant to the SISP Order, the Receiver took several steps to solicit interest in the Debtor's business and Property, including, among other things:
  - (a) publishing a notice of the SISP in publications deemed by the Receiver to be reasonable and appropriate (including, among others, the DOB – Energy);
  - (b) identifying potential strategic parties to target in the SISP;
  - (c) preparing a virtual data room containing confidential information related to the Debtors; and
  - (d) distributing teaser materials and other relevant documents to potential bidders and industry contacts.
7. A total of 11 non-binding letters of intent (each an "LOI") were received by the Phase 1 Bid Deadline.
8. The Receiver reviewed the LOIs to determine if they met the requirements of a Qualified LOI in accordance with the SISP. 7 of the 11 LOIs received were determined to be Qualified LOIs and were advanced to Phase 2.
9. The Receiver determined the Phase 2 Bid submitted by Saturn to be the Successful Bid based on, among other things, the following:
  - (a) Saturn's offer provided for the highest purchase price (including receipt of a 10% deposit);
  - (b) Saturn had completed a satisfactory level of due diligence;
  - (c) Saturn's offer contemplated the retention of all the P&NG Assets (in this instance, through Saturn's acquisition of Halo), which is important to the AER; and
  - (d) Saturn had demonstrated the ability to close in a timely manner.
10. The SISP was appropriate for among others, the following reasons:
  - (a) the SISP provided for a fair and transparent process;

- (b) the timelines to market and solicit a transaction in the SISP were appropriate in light of, among other things, (i) the size and nature of the Debtor's operations, (ii) the Debtor's financial position, and (iii) the fact that the assets were previously marketed;
  - (c) the bidding requirements, as described in the SISP, were reasonable in the circumstances as they provided sufficient criteria to ensure that interested parties were legitimate, had the willingness and ability to consummate a transaction, but were not unduly burdensome so as to discourage participation by potential bidders;
  - (d) in the Receiver's experience, the SISP timelines permitted a sufficient level of market exposure and are consistent with other similar insolvency processes involving oil and gas assets;
  - (e) the SISP sufficiently exposed the P&NG Assets to the market in an effective manner, as demonstrated by the number of interested bidders who participated, and number of offers received at each phase of the process;
  - (f) the SISP provided the Receiver with the flexibility to solicit either an asset sale or an investment proposal; and
  - (g) the Debtor's primary secured creditor, Invico, was supportive of the SISP Procedure and the Receiver's implementation thereof.
11. Overall, in the Receiver's view, the SISP terms and timelines were reasonable in the circumstances and afforded the Debtor with a reasonable opportunity to achieve a successful transaction. Further, the Receiver is not aware of any unfairness in the process that culminated in the negotiation of the Subscription Agreement.

### **The Transaction**

12. The essential terms of the Subscription Agreement include:
- (a) the Receiver will cause Halo to issue the Purchased Shares in the name of the Purchaser, representing 100% of the issued and outstanding equity interests in

Halo at closing, free and clear of all claims and encumbrances other than Permitted Encumbrances;

- (b) the Purchaser will provide the following as consideration for the Purchased Shares:
    - (i) cash consideration in an amount equal to the Base Purchase Price (in an amount specified in the Subscription Agreement) subject to adjustment for the 2026 Property Tax Adjustment (the "**Cash Consideration**"); and
    - (ii) the Retention of the Retained Assets, the Retained Contracts, and the Retained Liabilities by Halo as at closing;
  - (c) the Cash Consideration contemplates:
    - (i) the release of the Deposit to the Receiver; plus
    - (ii) a cash payment for the remainder of the Purchase Price; plus
    - (iii) a cash payment to account for the post-closing portion of the 2026 Property Taxes;
  - (d) the Transferred Liabilities, the Transferred Assets, and the Transferred Contracts will be transferred to the Creditor Trust, which shall be created by the Creditor Trust Settlement contemporaneously with closing of the Transaction;
  - (e) the Cure Costs will be paid to the counterparties of the Restricted Retained Contracts entitled thereto; and
  - (f) the Cash Consideration, minus the Cure Costs, will similarly be transferred to the Creditor Trust.
13. The Receiver shall act as trustee of the Creditor Trust (in such capacity, the "**Trustee**") and shall administer the Creditor Trust in accordance with the Creditor Trust Settlement, including by distributing any portion of the Cash Consideration to creditors in accordance with their respective priorities.

14. The Creditor Trust will come into existence upon closing of the Transaction and the beneficiaries of the Creditor Trust will be the creditors of Halo who will retain the same priorities, rights and entitlements against the Transferred Assets as they had against Halo immediately prior to the closing of the Transaction. Unless otherwise extended, the Creditor Trust will terminate upon the earlier of the expiry of five months from the date on which the RVO was issued, or the date on which the Trustee otherwise terminates the Creditor Trust after the performance of its duties.
15. The creation of the Creditor Trust provides a mechanism of recovery for Halo's creditors while preserving Halo's ability to continue as a going concern for the benefit of all stakeholders. The Creditor Trust is necessary for the transaction structure contemplated in the Subscription Agreement and furthers the preservation of Halo as a going concern to maximize recovery for the stakeholders.

### **RVO Structure**

16. The Transaction has been structured as a RVO in order to, among other things, enable Halo to preserve its permitting, licensing and tax attributes (the latter of which are otherwise non-transferable), while allowing Halo to continue business operations under new ownership with minimal disruption.
17. In addition, each of the Phase II Bids contemplated an RVO structure.
18. The Transaction is the best option available for the Debtor and its stakeholders and provides the greatest recovery in these proceedings. There is no other viable restructuring or asset sale transaction that would result in a better outcome for creditors and stakeholders. The Subscription Agreement was negotiated fairly and in good faith and is both commercially reasonable and in the best interests of the stakeholders.

### ***Restricted Court Access***

19. The Confidential Supplement contains commercially sensitive information (the "**Confidential Information**"). Disclosure of the Confidential Information may cause harm to the SISF and Halo's stakeholders. As a result, the temporary protection of such information is an important commercial and privacy interest that should be protected.

20. The Receiver seeks to seal the Confidential Supplement until:
- (a) ninety (90) days following the earlier of:
    - (i) the Receiver filing a Closing Certificate with the Court confirming the closing of a transaction contemplated by the SISP; or
    - (ii) the Receiver filing a certificate confirming its discharge in these proceedings; or
  - (b) further order of the Court.
21. The Sealing Order sought is:
- (a) the least restrictive and prejudicial alternative to prevent the dissemination of the Confidential Information, which could result in harm to Halo and its stakeholders; and
  - (b) fair and just in the circumstances to restrict public access to the Confidential Information.

### **Distributions**

22. Subject to its closing, the Receiver will receive and hold proceeds from the Transaction (the "**Sale Proceeds**"). The provisions of the RVO, as sought, and in particular the Creditor Trust Settlement, provide that the Sale Proceeds shall be held by the Receiver, in its capacity as Trustee under the Settlement Trust for the Debtor's creditors.
23. The Receiver seeks authorization to make the Proposed Distributions as follows:
- (a) amounts payable and secured by the Receiver's Charge;
  - (b) amounts payable in accordance with the KERP, and secured by the KERP Charge;
  - (c) priority payable amounts owing in respect of the Outstanding Municipal Taxes; and
  - (d) Cure Costs payable in accordance with the Subscription Agreement.

24. The Receiver has obtained a security opinion from its legal counsel and the Receiver is satisfied that, subject to the standard qualifications and assumptions, Invico has a valid and enforceable security over the Debtor's assets.
25. The Receiver also seeks approval of the Interim Distribution of the Sale Proceeds to Invico, subject to the Holdback.
26. Such further and other grounds as counsel may advise and this Honourable Court may permit.

**Material or Evidence to be Relied On:**

27. The Second Report, to be filed.
28. The Confidential Supplement.
29. Bench Brief of the Receiver, to be filed.
30. Such further and other materials as counsel may advise as this Honourable Court may permit.

**Applicable Rules:**

31. *Alberta Rules of Court, Alta Reg 124/2010.*
32. *The Bankruptcy and Insolvency General Rules (CRC, c 368).*
33. Such further and other Rules as counsel may advise and that this Honourable Court may permit.

**Applicable Acts and Regulations:**

34. *The Bankruptcy and Insolvency Act, RSC 1985, c B-3, as amended.*
35. Such further Acts and Regulations as counsel may advise and that this Honourable Court may permit.

**Any irregularity complained of or objection relied on:**

36. None.

**How the application is proposed to be heard or considered:**

37. Via Webex, before the Honourable Justice R.W. Armstrong on the Commercial List.

**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 give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

**SCHEDULE "A"**  
**REVERSE VESTING ORDER**

See Attached

COURT FILE NUMBER 2601-01970  
COURT COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
APPLICANT IN THE MATTER OF THE BANKRUPTCY AND  
INSOLVENCY ACT, RSC 1985, c B-3, AS  
AMENDED  
AND IN THE MATTER OF THE RECEIVERSHIP  
OF  
HALO EXPLORATION LTD.

Clerk's Stamp

DOCUMENT **APPROVAL AND REVERSE VESTING ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
**Burnet, Duckworth & Palmer LLP**  
2400, 525 – 8<sup>th</sup> Avenue SW  
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Lawyers: David LeGeyt / Ryan Algar / Jessica MacKinnon  
Phone: (403) 260-0210 / 0126 / 0112  
Email: dlegeyt@bdplaw.com  
ralgar@bdplaw.com  
jmackinnon@bdplaw.com  
File No. 75459-4

**DATE ON WHICH ORDER WAS PRONOUNCED:** June 16, 2026

**LOCATION OF HEARING:** Calgary, Alberta

**NAME OF JUDGE WHO MADE THIS ORDER:** Justice R.W. Armstrong

**UPON THE APPLICATION** (the "**Application**") of FTI Consulting Canada Inc., in its capacity as the court-appointed receiver (the "**Receiver**") of the assets, undertakings and properties of Halo Exploration Ltd. (the "**Debtor**") for an order approving, among other things, the share transactions (the "**Transactions**") in respect of the Debtor contemplated by the Subscription Agreement between the Receiver and Saturn Oil & Gas Inc. or its nominee (the "**Purchaser**") dated June 8, 2026 (the "**Subscription Agreement**") and attached in redacted form as Appendix "A" to the Second Report of the Receiver dated June 8, 2026 (the "**Second Report**"), and in unredacted form as a confidential supplement (the "**Confidential Supplement**") to the Second Report;

**AND UPON** having read the Receivership Order, granted by the Honourable Justice C.C.J. Feasby on February 10, 2026 (the "**Receivership Order**") in the within proceedings, pursuant to which, among other things, the Receiver was appointed over all of the Debtor's current and future assets, undertakings and properties, of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**"), and the Order: Approval of Sale and Investment Solicitation Process, granted by the Honourable Justice C.C.J. Feasby on February 10, 2026 (the "**SISP Order**") in the within proceedings, pursuant to which, among other things, the sale and investment solicitation process attached as Schedule "A" to the SISP Order (the "**SISP**") was approved;

**AND UPON HEARING** from counsel for the Receiver, the Purchaser, and such other counsel in attendance at the hearing of this application:

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

**SERVICE**

1. Service of the notice of this Application for this Order and supporting materials is hereby declared to be good and sufficient, and this Application is properly returnable today.

**CAPITALIZED TERMS**

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

**APPROVAL OF THE TRANSACTION**

3. The Subscription Agreement, the Reorganization, and the Transactions, are hereby approved, and the execution of the Subscription Agreement by the Receiver, for and on behalf of the Debtor, is hereby authorized and approved, with such minor amendments as the Receiver and the Purchaser may agree to. The Receiver, on behalf of the Debtor, is hereby authorized and directed to complete the Transactions in accordance with the terms of the Subscription Agreement, to perform its obligations under the Subscription Agreement and any ancillary documents related thereto, including, without limitation, the Mutual Release, and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions, the Reorganization, and the Closing Sequence.

4. Subject to the terms of the Subscription Agreement, this Order shall constitute the only authorization required in respect of the Receiver proceeding with and completing the Transactions and the Reorganization, for and on behalf of the Debtor. No director or shareholder approval shall be required and no authorization, approval, or other action by, notice to, or filing with any governmental authority or regulatory body exercising jurisdiction in respect of the Debtor shall be required for the due execution, delivery, or performance, by the Receiver or the Debtor, of any obligations under the Subscription Agreement and the completion of the Transactions, including, without limitation, the Closing Sequence and the Reorganization.
5. For clarity, the steps and actions set out herein and in the Subscription Agreement, regarding the issuance of Purchased Shares, the vesting of assets and liabilities, and all other matters contemplated by the Closing Sequence, the Reorganization, and the Transactions, shall be deemed, for all purposes, to occur in the same order as set out in Section 3.3 of the Subscription Agreement, in each case, at the time indicated in Section 3.3 of the Subscription Agreement. Nothing in this Order shall be interpreted as amending the order or timing of any such steps and actions.
6. The Subscription Agreement is hereby declared to be the Successful Bid (as such term is defined in and contemplated by the SISP).

#### **REORGANIZATION AND ISSUANCE OF SHARES OF THE COMPANY**

7. The Reorganization is hereby approved, and the Receiver is authorized and directed to complete, or cause the Debtor to complete, the following steps, on the Closing Date, in accordance with and as contemplated by the Closing Sequence:
  - (a) amend the Debtor's articles of incorporation to alter the provisions of all Equity Interests issued and outstanding immediately prior to the Closing Date, making the same redeemable and retractable, at the nominal redemption price of \$0.00001 per each such Equity Interest;
  - (b) each Equity Interest issued and outstanding immediately prior to the Closing Date shall be redeemed at the nominal redemption price of \$0.00001, and all such redeemed Equity Interests, together with any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options

(including stock options or share purchase or equivalent plans), or other documents or instruments governing or having been created or granted in connection with the share capital of the Debtor or any of its Equity Interests, shall be deemed terminated and cancelled without any further consideration, and no Person shall have any further Claim against the Debtor or the Creditor Trust (as described below) as a result thereof; and

- (c) issue the Purchased Shares to the Purchaser in consideration for the Purchase Price, free and clear of and from all Liabilities and Encumbrances, other than the Retained Liabilities and the Permitted Encumbrances, and the Purchaser shall be deemed to have acquired the Purchased Shares, which shall constitute 100% of all issued and outstanding Equity Interests of the Debtor.
8. On the Closing Date, in accordance with and as contemplated by the Closing Sequence, any directors of the Debtor shall be deemed to resign, and the new directors named in Section 3.3(l) of the Subscription Agreement, or such other persons as may be agreed to by the Purchaser, shall be deemed to be appointed as directors of the Debtor.
9. The Receiver and the Purchaser, in completing the Transactions or Reorganization, are authorized to:
- (a) execute and deliver any documents and assurances governing or giving effect to the Transactions, including, without limitation, the Reorganization and the Closing Sequence, as the Receiver and/or the Purchaser, in their discretion, may deem to be reasonably necessary or advisable to conclude the Transaction, including the execution of all such ancillary documents as may be contemplated in the Subscription Agreement or necessary or desirable for the completion and implementation of the Transaction, and all such ancillary documents are hereby ratified, approved and confirmed; and
  - (b) take such steps as are, in the opinion of the Receiver and/or the Purchaser, necessary or incidental to the implementation of the Transaction.

10. The Receiver, the Purchaser, and the Debtor, are hereby authorized and permitted to execute and file all such articles (including, without limitation, articles of amendment, amalgamation, continuance or reorganization), documents, or instruments as may be required to permit, enable, or give effect to the Transactions, including, without limitation, as may be necessary or desirable to complete any steps contemplated by this Order, the issuance of the Purchased Shares and the appointment and resignation of the directors of the Debtor, or as otherwise contemplated by the Closing Sequence or the Reorganization, and such articles, documents, or other instruments, shall be deemed to be duly authorized, valid, and effective, notwithstanding any requirement under federal or provincial law to obtain director or shareholder approval with respect to such actions or to deliver any statutory declarations that may otherwise be required under corporate law to effect the Transactions, the Closing Sequence, or the Reorganization.
11. The Registrar appointed pursuant to Section 263 of the *Business Corporations Act*, RSA 2000, c B-9 is hereby directed to accept and receive any articles (including, without limitation, articles of amendment, amalgamation, continuance or reorganization), documents, or instruments as may be required to permit or enable and effect the Transaction contemplated in the Subscription Agreement, filed by either the Receiver or the Purchaser, as the case may be, notwithstanding that such documents may be executed by a Person other than the Debtor or the registered directors or shareholders of the Debtor.

#### **VESTING OF ASSETS AND LIABILITIES**

12. Upon delivery of the Receiver's Certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Certificate**"), the following shall occur and be deemed to occur, commencing at the time of delivery of the Receiver's Certificate (the "**Effective Time**") and as contemplated by the Closing Sequence, in accordance with the timing, steps, order, and process set out in the Closing Sequence:
  - (a) all of the Debtor's right, title and interest in and to the Transferred Assets (including, for certainty, the Cash Component and the Transferred Contracts) shall be transferred to and shall vest absolutely and exclusively, without recourse, in the Creditor Trust (as defined herein), and all Claims, Liabilities, and Encumbrances attached to the Transferred Assets shall continue to attach to the Transferred

Assets with the same nature and priority as they had immediately prior to their transfer;

- (b) all Transferred Liabilities shall be transferred to, assumed by and vest absolutely and exclusively in the name of the Creditor Trust, without recourse, and the Transferred Liabilities shall be novated and become obligations of the Creditor Trust and shall no longer be Liabilities or obligations, of any kind, of the Debtor, for the purpose of allowing the Trustee (as defined herein) to continue to administer the Transferred Liabilities and Encumbrances, in accordance with the terms and conditions of the Creditor Trust Settlement (as defined herein), as at the Closing Date. Furthermore:
  - (i) all Transferred Liabilities shall continue to attach to the Transferred Assets with the same nature and priority as they had immediately prior to the Effective Time, as if the Transferred Assets had not been conveyed and had remained in the possession or control of the Person having that possession or control immediately prior to the transfer;
  - (ii) all Transferred Liabilities shall be transferred to and assumed by the Creditor Trust in consideration for the transfer of the Transferred Assets (including the Cash Component), and the Creditor Trust shall be deemed to have been party to the Transferred Contracts and the contracts, agreements, and arrangements giving rise thereto and shall stand in the place and stead of the Debtor in respect of any such interests, Liabilities, Claims, and Encumbrances; and
  - (iii) the Transferred Liabilities shall be novated and become obligations of the Creditor Trust and not obligations of the Debtor, the Debtor and the Purchaser shall be forever released and discharged from all Transferred Liabilities, and all Encumbrances (other than the Permitted Encumbrances) shall be forever released and irrevocably expunged and discharged as against the Debtor, the Retained Assets, and the Purchased Shares;

- (c) the Retained Assets shall be retained by the Debtor, in each case free and clear of and from any and all Liabilities and Encumbrances (other than the Retained Liabilities and Permitted Encumbrances), including without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Receivership Order or any other Order of the Court; and, (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) (other than those registrations in respect of Permitted Encumbrances), or any other personal property registry system or pursuant to the *Land Titles Act* (Alberta), all of which affecting or relating to the Purchased Shares or the Retained Assets shall be expunged and discharged as against the Purchased Shares and the Retained Assets, as applicable, in accordance with this Order;
  - (d) the employment of all Employees shall be terminated, and all Liabilities owing to any Employees in respect of such terminations, including all amounts owing on account of statutory notice, termination payments, severance, vacation pay, benefits, bonuses, or other compensation or entitlements, shall be and constitute Transferred Liabilities; and
  - (e) for greater certainty, all steps and actions contemplated by the Closing Sequence, as set forth in Section 3.3 of the Subscription Agreement, including, without limitation, the release of the Mutual Release and the Receiver Release, and all steps contemplated by paragraph 21 of this Order with respect to the substitution of the Creditor Trust in the place of the Debtor in the within proceedings, shall be deemed to occur at the times specified in the Subscription Agreement and the Closing Sequence, regardless of whether such steps and actions are expressly addressed in this Order or otherwise.
13. For greater certainty, and without limiting paragraph 12 of this Order, as of the Effective Time:
- (a) the Debtor shall continue to hold all right, title and interest in and to the Retained Assets, free and clear of all Claims and Encumbrances, other than the Retained Liabilities and the Permitted Encumbrances;

- (b) all Transferred Liabilities and Transferred Contracts shall be novated and become obligations of the Creditor Trust and shall no longer constitute Liabilities, Encumbrances, or obligations of the Debtor, and the Debtor, the Purchaser, and the Retained Assets, shall be forever released from such Transferred Liabilities, Encumbrances, and Transferred Contracts, and all associated Claims and Encumbrances (other than Permitted Encumbrances and Retained Liabilities), which shall be irrevocably expunged and discharged as against the Debtor, the Purchaser, and the Retained Assets; and
  - (c) the Debtor shall be deemed to have disposed of the Transferred Assets and shall have no right, title, or interest in or to the Transferred Assets.
- 14. For greater certainty, any person that, prior to the Effective Time, had a Claim, Liabilities, or Encumbrance (other than a Retained Liability or Permitted Encumbrance) against the Debtor or the Property shall, as of the Effective Time, no longer have any such Claim, Liabilities, or Encumbrance against or in respect of the Debtor or the Retained Assets, but shall have an equivalent Claim, Liabilities, or Encumbrance, as applicable, against the Transferred Assets to be administered by the Receiver in the Creditor Trust from and after the Effective Time, with the same attributes, rights, security, nature and priority as such Claim, Liabilities, or Encumbrance had immediately prior to its transfer to the Creditor Trust, and nothing in this Order limits, lessens, modifies (other than by change in debtor), or extinguishes, the Claim, Liabilities, or Encumbrance of any Person, as against the Transferred Assets, to be administered by the Receiver in the Creditor Trust.
- 15. From and after the Effective Time:
  - (a) any and all security registrations against the Debtor (other than any security registrations in respect of a Permitted Encumbrance), including but not limited to those listed in **Schedule "B"** hereto, shall be and are hereby forever released and discharged as against the Debtor, the Purchased Shares, and all Retained Assets, and all such security registrations shall attach to the Transferred Assets, as vested in the Creditor Trust, and shall maintain the same attributes, rights, nature, perfection and priority as they had immediately prior to the Effective Time, as if the Transferred Assets had not been conveyed and remained in the possession or control of the Person having that possession or control immediately prior to the

transfer, and no financing change statements in any applicable personal property or other registry system are required to reflect the transfer to and assumption by the Creditor Trust of such security registrations; and,

- (b) the Purchaser and/or the Receiver shall be and are hereby authorized to take all steps as may be necessary or desirable to effect the discharge and release, as against the Debtor and the Retained Assets, of any Claims, Liabilities, and Encumbrances, including all Transferred Liabilities, that are transferred to and vested in the Creditor Trust pursuant to this Order, including, but not limited to, applying for or registering such discharges at the Alberta Land Titles Registry, the Alberta Mines and Minerals Registry, the Alberta Personal Property Security Registry, or such similar registries in any other province or territory of Canada.
16. Upon the delivery of the Receiver's Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities and any other applicable registrar or government ministries or authorities exercising jurisdiction with respect to the Debtor or the Property (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to give effect to the terms of this Order and the completion of the Transaction, and to discharge and release all Claims and Encumbrances, other than Retained Liabilities and Permitted Encumbrances, against or in respect of the Debtor, the Purchased Shares, and the Retained Assets, and presentment of this Order and the Receiver's Certificate shall be the sole and sufficient authority for the Governmental Authorities to do so.
  17. The Purchaser shall, by virtue of the completion of the Transactions, have no liability of any kind whatsoever in respect of any Claims, Liabilities, or Encumbrances, against the Debtor.
  18. Immediately after the Effective Date, the holders of Permitted Encumbrances and Retained Liabilities shall have no claim whatsoever, with respect to same, against the Receiver or the Creditor Trust.

## RELEASES

19. From and after the Effective Time, the Creditor Trust, the Receiver and its legal counsel (the "**Released Parties**" and each a "**Released Party**") shall be deemed to be forever irrevocably released and discharged from any and all present and future claims (including without limitations, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or in equity and whether based on statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to the issuance of the Receiver's Certificate, in connection with the within Receivership Proceedings, the entering into and execution of the Subscription Agreement, or the implementation of the Transactions (collectively the "**Released Claims**"), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, provided that the Released Claims shall not include any claim or liability that is determined by a court of competent jurisdiction to have constituted actual fraud, gross negligence, or wilful misconduct on the part of the applicable Released Party, or the obligations, Claims, or Liabilities of any Released Party under or in connection with the Subscription Agreement.

## CREDITOR TRUST

20. The Creditor Trust created pursuant to this Order shall be named the "Halo Creditor Trust". The Creditor Trust shall be instituted and administered in accordance with the Trust Settlement attached as **Schedule "C"** hereto (the "**Trust Settlement**").
21. At the Effective Time, without further notice or Order of the Court:
- (a) the Creditor Trust shall be substituted as the Respondent in these Receivership Proceedings in place of the Debtor;
  - (b) the Debtor shall be deemed to cease to be a Respondent in these Receivership Proceedings, and shall be deemed to be released from the purview of any order of

this Court granted in respect of these Receivership Proceedings, save and except for this Order, the terms of which as they relate to the Debtor shall continue to apply in all respects to the Debtor; and

- (c) the style of cause for these Receivership Proceedings shall be amended to read:

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

AND IN THE MATTER OF THE RECEIVERSHIP OF THE HALO CREDITOR TRUST.

22. The administration of the Creditor Trust shall remain subject to the Court's oversight and these Receivership Proceedings.
23. In addition to and without in any way limiting the rights and protections afforded to the Receiver pursuant to the Receivership Order or under the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "**BIA**"), or any other applicable law, the Receiver and its employees and representatives shall incur no liability as a result of acting in accordance with this Order or administering the Creditor Trust, save and except for any gross negligence or wilful misconduct on the part of any such parties. Nothing in this Order shall affect, vary, derogate from, limit or otherwise amend any of the protections in favour of the Receiver at law or pursuant to the BIA, the Receivership Order, or any other Order granted in these Receivership Proceedings. For greater certainty, the terms of the Receivership Order shall continue to apply in respect of authorizing the Receiver to take such steps and actions on behalf of the Debtor as necessary or desirable to complete the Transactions, pursuant to and as contemplated by the Subscription Agreement and this Order. All protections afforded to the Receiver pursuant to the Receivership Order, any further Order granted in these Receivership Proceedings, or afforded to the Receiver pursuant to the BIA or any other applicable law, shall continue to apply.
24. Other than as provided for in the Subscription Agreement, no action or other proceeding shall be commenced against any of the Released Parties, in any way arising from or related to these Receivership Proceedings or the administration of the Creditor Trust, except with prior leave of this Court on not less than fifteen (15) days' prior written notice to the applicable Released Party.

## CURE COSTS

25. Immediately following the filing of the Receiver's Certificate, the Receiver shall: (i) pay the Cure Costs as set out in Schedule "C" to the Subscription Agreement, up to a maximum amount of \$115,000, from the Cash Component, to the applicable Persons, in accordance with their respective entitlements; and (ii) retain the balance of the Cash Component, after payment of the Cure Costs, for and on behalf of the Creditor Trust, with such remaining Cash Component to be held in a segregated account, in the name of the Creditor Trust. The balance of the Cash Component after the payment of Cure Costs shall be held and administered, by the Receiver as Trustee, for and on behalf of the Creditor Trust, in accordance with the Trust Settlement, pending further Order of the Court. For greater certainty, the Cash Component shall continue to constitute part of the Transferred Assets, and all Claims, Liabilities, and Encumbrances, shall continue to attach to the balance of the Cash Component (after payment of Cure Costs), with the same nature and priority as they had immediately prior to their transfer and vesting.
  
26. Following the Effective Date, in the case of Retained Contracts other than Restricted Retained Contracts, or the payments in respect of Cure Costs being made by the Receiver, in the case of Restricted Retained Contracts:
  - (a) the counterparties to the Restricted Retained Contracts shall have no further Claims against the Debtor, the Purchaser, or the Creditor Trust, or any other Claim, Encumbrances, or Liabilities, other than, solely, the Permitted Encumbrances and the Retained Liabilities, as against the Debtor;
  - (b) the counterparties to the Retained Contracts, other than the Restricted Retained Contracts, shall have no further Claims against the Debtor or the Purchaser (other than, solely, the Permitted Encumbrances and the Retained Liabilities), but shall have equivalent Claims against the Creditor Trust and Transferred Assets, and such Claims shall maintain the same attributes, rights, nature, perfection and priority as they had immediately prior to the Effective Time;
  - (c) the Retained Contracts, including for greater certainty the Restricted Retained Contracts, shall be subject to all provisions of this Order in relation to the retention and vesting, in the Debtor, of the Retained Contracts, free and clear of all Claims,

Liabilities (other than Retained Liabilities), and Encumbrances (other than Permitted Encumbrances); and

- (d) no counterparty under any Retained Contract, nor any other Person, shall make or pursue any demand, claim, action, or suit, or exercise any right or remedy under such Retained Contract, against the Debtor, the Purchaser, or the Retained Assets, relating to:
  - (i) the Debtor having been subject to these proceedings;
  - (ii) the insolvency of the Debtor; or
  - (iii) any failure by the Debtor to perform a non-monetary obligation under any Retained Contract, or any other non-monetary obligation accruing prior to the payment of Cure Costs in respect of each Retained Contract,

and all such counterparties and Persons shall be permanently and forever stayed, enjoined, barred, and estopped from taking such action, and shall be deemed to waive any and all defaults or events of default relating thereto, and any and all notices, demands, or steps or proceedings commenced in connection therewith shall be deemed to be rescinded and of no further force or effect.

## **MISCELLANEOUS**

- 27. The Creditor Trust shall be deemed to be the former employer of any former employees of the Debtor who were terminated between the date of granting the Receivership Order, being February 10, 2026, and the Effective Time, if any, whose claims against the Debtor are transferred to the Creditor Trust pursuant to this Order, provided that such deeming: (i) shall be effective immediately after the Effective Time; and (ii) will solely be for the purposes of termination pay and severance pay pursuant to the *Wage Earners Protection Program Act* (Canada). For greater certainty, any Claims asserted by such terminated employees shall be and constitute Transferred Liabilities, which, pursuant to this Order and the Closing Sequence, shall be discharged as against the Debtor and transferred to and vested, exclusively, in the Creditor Trust.

28. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), from and after the Effective Time, the Receiver and the Debtor are authorized, permitted, and directed, to disclose to the Purchaser all human resources and payroll information in the Debtor's records pertaining to past and current employees of the Debtor. The Purchaser shall maintain and protect the privacy of such information in accordance with Applicable Law and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the use of such information by the Debtor prior to the Effective Time.
29. The Receiver is directed to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof to the Purchaser.
30. Notwithstanding:
  - (a) the pendency of these proceedings;
  - (b) any application for a bankruptcy order now or hereafter issued pursuant to the BIA or otherwise and any bankruptcy or receivership order issued pursuant to any such application; or
  - (c) the provisions of any federal or provincial statute,

the execution of the Subscription Agreement and the implementation of the Transactions, including, without limitation, the Reorganization, the Closing Sequence, and all steps contemplated thereby, shall be binding on any trustee or other administrator in respect of the Debtor or the Creditor Trust and any trustee in bankruptcy or receiver that may be appointed in respect of the Debtor or the Creditor Trust and shall not be void or voidable by creditors of the Debtor or the Creditor Trust, or any trustee or receiver thereof, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the BIA or any other applicable federal or provincial legislation or at common law, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.
31. The Receiver and the Purchaser shall be at liberty to apply for further advice, assistance and direction as may be necessary or desirable in order to give full force and effect to the terms of this Order and to assist and aid the parties in completing the Transactions.

32. This Court shall retain exclusive jurisdiction to, among other things, interpret, implement and enforce the terms and provisions of this Order, the Trust Settlement, the Subscription Agreement, and all amendments thereto, in connection with any dispute involving the Debtor or the Creditor Trust, and to adjudicate, if necessary, any disputes concerning the Debtor or the Creditor Trust related in any way to the Transactions.
33. This Court hereby requests the aid and recognition of any court, tribunal, or 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 Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order.
34. Service of this Order shall be deemed good and sufficient:
- (a) By serving same on the Persons who were served with notice of this Application and any other parties attending or represented at the hearing of this Application; and
  - (b) By posting a copy of this Order on the Receiver's website at: [www.cfcanada.fticonsulting.com/halo](http://www.cfcanada.fticonsulting.com/halo).
35. Service of this Order on any other Person is hereby dispensed with.
36. Service of this Order may be effected by facsimile, e-mail, personal delivery, or courier. Service is deemed to be effected immediately, where sent via e-mail, or the next business day when sent via any other method, following transmission or delivery of this Order.
37. This Order is effective from the date that it is made and is enforceable without any need for entry and filing.



that the Receiver is satisfied that all conditions to closing have been satisfied or waived by the parties to the Subscription Agreement.

- B. Capitalized terms used and not otherwise defined herein shall have the meaning given to them in the Subscription Agreement.

**THE RECEIVER CERTIFIES** the following:

1. The Purchaser (or its nominee) has paid the Receiver and the Receiver has received the Purchase Price for the Purchased Shares payable on the Closing Date pursuant to the Subscription Agreement;
2. The conditions to Closing as set out in the Subscription Agreement have been satisfied or waived by the Receiver and/or the Purchaser (or its nominee), as the case may be; and,
3. The Transactions as contemplated by the Subscription Agreement have been completed to the satisfaction of the Receiver.

This Receiver's certificate was delivered by the Receiver at Calgary, Alberta on \_\_\_\_\_, 2026.

FTI CONSULTING CANADA INC., in its capacity as Receiver of HALO EXPLORATION LTD., and not in its personal or corporate capacity.

Per: \_\_\_\_\_  
Name: Dustin Olver, CPA, CIRP, LIT  
Title: Senior Managing Director

**SCHEDULE "B"**  
**SECURITY REGISTRATIONS TO BE DISCHARGED**

REGISTRATION NUMBER	REGISTRATION DATE	SECURED PARTY	COLLATERAL DESCRIPTION SUMMARY
21083113233	2021-AUG-31	BIDELL GAS COMPRESSION LTD. 6900 - 112TH AVE SE CALGARY, AB T2C 4Z1	ONE (1) BIDELL EQUIPMENT COMPRESSOR TRAILER MOUNTED COMPRESSOR UNIT NUMBER 17-1081 INCLUDING (1) GEMINI, PD2 FRAME AND (1) G3304NA ENGINE. ENCLOSED IN SELF-FRAMING STEEL BUILDING. INCLUDES RIG MATS AND HOSES. TOGETHER WITH COMPRESSOR, ALL ANCILLARY PIPING AND ACCESSORIES, SYSTEM CONTROLS, INSTRUMENTATION, VALVES, SCRUBBERS, PIPING, HOSES, MATS, SKIDS AND OTHER PARTS OF ANY KIND AND EQUIPMENT ATTACHED TO OR FORMING PART OF SUCH COMPRESSOR UNIT AT ANY TIME, WHETHER OR NOT ATTACHED, TOGETHER WITH THE SELF FRAMING METAL BUILDING IN WHICH THE FOREGOING IS CONTAINED AND ALL COMPONENTS OR OTHER PARTS OR EQUIPMENT OF ANY KIND WHICH MAY FROM TIME TO TIME BE INCORPORATED OR ATTACHED THERETO. ALL RIGHTS TO MONEY OR OTHER VALUE PAYABLE UNDER INSURANCE POLICIES IN RESPECT OF THE FOREGOING.

REGISTRATION NUMBER	REGISTRATION DATE	SECURED PARTY	COLLATERAL DESCRIPTION SUMMARY
			PROCEEDS: GOODS, INVENTORY, CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, ACCOUNTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS
2021-DEC-20	2021-DEC-20	BULL MOOSE CAPITAL LTD. 500, 505- 8TH AVENUE SW CALGARY, AB T2P 1G2	ONE (1) NATURAL GAS COMPRESSOR (AND ALL RELATED PARTS AND ACCESSORIES) HAVING UNIT #31306 AS DESCRIBED IN SCHEDULE "A" TO THE LEASE AGREEMENT DATED DECEMBER 10, 2021 BETWEEN BULL MOOSE CAPITAL LTD., AS LESSOR, AND HALO EXPLORATION LTD., AS LESSEE. PROCEEDS: GOODS, INVENTORY, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS.
22100716551	2022-OCT-07	INVICO LENDING STRATEGIES LP 600, 209 - 8TH AVENUE SW CALGARY, AB T2P 1B8	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR. CURRENT PROCEEDS: ALL GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY, INVESTMENT PROPERTY

REGISTRATION NUMBER	REGISTRATION DATE	SECURED PARTY	COLLATERAL DESCRIPTION SUMMARY
			AND INTANGIBLES.
22100716604	2022-OCT-07	INVICO LENDING STRATEGIES LP	LAND CHARGE
25031422036	2025-MAR-14	ROSKA DBO INC.	TEMPORARY PROCESS RENTAL EQUIPMENT INCLUDING: 1 - 6FT X 60IN PORTABLE FLARE STACK WITH ELECTRONIC IGNITOR - R654 VIN 2A9FFC2W9CP165776 YEAR BUILT 2013 MODEL: F6-60 BLACK VEHICLE MAKE: AB FLARES LICENCE PLATE: 4NZ759 AB 1 - FLARE KNOCK OUT DRUM 72FT X 96IN - FKO035 SN 10343 MANUFACTURER: PRISM INTEGRATED YEAR BUILT 2015 1 - 3IN CL2500 CHOKE VALVE 1 - 3IN PNEUMATIC ESD VALVE
26012809709	2026-JAN-28	770970 ALBERTA LTD. C/O 2300, 10180 101 ST EDMONTON, AB T5J 1V3	WRIT OF ENFORCEMENT

- Any and all security interests registered against the Debtor and/or the Retained Assets pursuant to the *Land Titles Act* (Alberta) or *Mines and Minerals Act* (Alberta) or such similar registries in any other province or territory of Canada.

## SCHEDULE "C" TRUST SETTLEMENT

### CREDITOR TRUST SETTLEMENT

#### Halo Creditor Trust

#### RECITALS

On February 10, 2026, the Court of King's Bench of Alberta (the "**Court**") granted a Receivership Order (the "**Receivership Order**") under the *Bankruptcy and Insolvency Act*, RSC 1985 c. B-3, as amended (the "**BIA**"), in respect of all of the current and future property, assets and undertakings of Halo Energy Ltd. ("**Halo**"), among other things, appointing FTI Consulting Canada Inc. as the receiver and manager (the "**Receiver**") of Halo.

On June 16, 2026, the Court granted a Reverse Vesting Order (the "**RVO**") which, among other things, approved the Subscription Agreement, dated June 8, 2026 (the "**Subscription Agreement**"), between the Receiver, as vendor, and Saturn Oil & Gas Inc. or its nominee (the "**Purchaser**"), as purchaser.

The Subscription Agreement contemplates a transaction (the "**Transaction**") which includes, among other things: (i) the establishment of a trust for the benefit of the creditors of Halo (the "**Creditor Trust**"); (ii) the transfer to the Creditor Trust of certain liabilities and contracts of Halo, as more particularly set forth in the Subscription Agreement, and referred to as the "**Transferred Liabilities**", the "**Transferred Assets**", and the "**Transferred Contracts**" (each as defined in the Subscription Agreement, which definitions are incorporated by reference herein), respectively; (iii) the payment by the Purchaser of the Purchase Price; and (iv) the retention by Halo of certain liabilities, assets, and contracts, as more particularly set forth in the Subscription Agreement, and referred to as the "**Retained Liabilities**", the "**Retained Assets**" and the "**Retained Contracts**" (each as defined in the Subscription Agreement, which definitions are incorporated by reference herein), respectively.

This Trust Settlement is intended to be appended to and form part of the RVO, for the purpose of furthering the Transactions, including but not limited to governing the manner in which the Creditor Trust shall be established, effective on the Effective Date, and administered thereafter. Capitalized terms used but not defined in this Trust Settlement shall have the meaning given to such terms in the RVO.

### ARTICLE 1 ESTABLISHMENT OF THE CREDITOR TRUST

#### 1.1 Settling the Residual Trust

The Creditor Trust shall be named the "Halo Creditor Trust" and shall be settled by the delivery, by the Purchaser, of the Purchase Price (the "**Settlement Funds**"), to the Receiver.

#### 1.2 Appointment of the Trustee

The Receiver shall be the trustee of the Creditor Trust (the "**Trustee**") and shall hold the balance of the Settlement Funds, following the payment of the Cure Costs, in trust, for the creditors of Halo (the "**Creditor Trust Beneficiaries**"), subject to the terms of the RVO and this Trust Settlement. The Trustee shall have all the rights, powers and duties set forth herein and pursuant to applicable law for accomplishing the purposes of the Creditor Trust.

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

The purpose of the Creditor Trust is for the Trustee to hold the Settlement Funds and the Transferred Assets (including, without limitation, the Transferred Contracts), assume the Transferred Liabilities, and to distribute the Settlement Funds, first, to cover the professional fees incurred by the Trustee, and second to the Creditor Trust Beneficiaries, in accordance with their respective priorities, rights and entitlements as against Halo. Distributions of the Settlement Funds shall be subject to further order of the Court.

## **ARTICLE 2 THE TRUSTEE**

### **2.1 Authority of Trustee**

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

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

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

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

In addition to the rights and protections afforded to the Trustee as Receiver under the Receivership Order, the BIA or otherwise as an officer of this Court, the Trustee shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Trust Settlement, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Trust Settlement shall derogate from the protections afforded the Receiver by the Receivership Order, the BIA, or any other applicable laws.

## **ARTICLE 3 INDEMNIFICATION**

### **3.1 Indemnification of Trustee and others**

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

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

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

- (a) The Creditor Trust shall commence on the Effective Date as described in the RVO, and shall terminate no later than five (5) months thereafter; provided, however, that, on or prior to the date that is thirty (30) days prior to such termination, the Trustee may extend the term of the Creditor Trust if it is necessary to the efficient and proper administration of the Creditor Trust in accordance with the purposes and terms of this Trust Settlement by filing a notice of such extension with the Court and serving such notice on interested parties.
- (b) The Creditor Trust may be terminated by the Trustee earlier than its scheduled termination if the Trustee has distributed all Settlement Funds and performed all other duties required by this Trust Settlement.

**ARTICLE 5  
AMENDMENT AND WAIVER**

**5.1 Amendment and Waiver**

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

**ARTICLE 6  
MISCELLANEOUS PROVISIONS**

**6.1 Laws as to Construction**

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

**6.2 Jurisdiction**

The Court shall retain exclusive jurisdiction to enforce the terms of this Trust Settlement and to decide any claims or disputes which may arise or result from, or be connected with, this Trust Settlement, or the matters contemplated hereby. Any and all actions related to the foregoing shall be filed and maintained only in the Court.

**6.3 Irrevocability**

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

**SCHEDULE "B"**  
**ORDER**

See Attached

COURT FILE NUMBER 2601-01970

Clerk's Stamp

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

AND IN THE MATTER OF THE RECEIVERSHIP OF  
HALO EXPLORATION LTD.

DOCUMENT

**ORDER  
(APPROVAL OF DISTRIBUTIONS, ACTIVITIES,  
RESTRICTED COURT ACCESS & RELATED RELIEF)**

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

**Burnet, Duckworth & Palmer LLP**

2400, 525 – 8<sup>th</sup> Avenue SW  
Calgary, AB T2P 1G1

Lawyer: David LeGeyt / Ryan Algar / Jessica MacKinnon

Phone Number: (403) 260-0210 / 0126 / 0112

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jmackinnon@bdplaw.com

File No.: 75459-4

**DATE ON WHICH ORDER WAS PRONOUNCED:** June 16, 2026

**LOCATION OF HEARING:** Calgary, Alberta

**NAME OF JUDGE WHO MADE THIS ORDER:** Justice R.W. Armstrong

**UPON THE APPLICATION** (the "**Application**") of FTI Consulting Canada Inc., in its capacity as the court-appointed receiver (the "**Receiver**") of the assets, undertakings and properties of Halo Exploration Ltd. (the "**Debtor**"); **AND UPON** having granted the approval and reverse vesting order, approving the share transactions (the "**Transactions**") in respect of the Debtor contemplated by the Subscription Agreement between the Receiver and Saturn Oil & Gas Inc. or its nominee (the "**Purchaser**") dated June 8, 2026 (the "**Subscription Agreement**"); **AND UPON** reading the Second Report of the Receiver dated June 8, 2026 (the "**Second Report**"); **AND UPON** reading the confidential supplement (the "**Confidential Supplement**") to the Second Report; **AND UPON** reading the order of the

Honourable Justice B.B. Johnston dated April 8, 2026 (the '**KERP Order**'); **AND UPON HEARING** from counsel for the Receiver, the Purchaser, and such other counsel in attendance at the hearing of this application:

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

**SERVICE**

1. Service of the notice of this Application for this Order and supporting materials is hereby declared to be good and sufficient, and this Application is properly returnable today.

**CAPITALIZED TERMS**

2. Capitalized terms used herein but not otherwise defined have the meanings ascribed thereto in the KERP Order or the Second Report, as applicable.

**DISTRIBUTIONS**

3. The Receiver is authorized and directed to make the distributions as set out in the Second Report (collectively, the "**Distributions**"). Specifically, the Receiver is authorized and directed to make the following Distributions from the Purchase Price:
  - (a) \$200,000 to the Key Employees for amounts secured by the KERP Charge;
  - (b) \$110,000 to the Receiver and its counsel (as applicable) for amounts secured by the Receiver's Borrowing Charge;
  - (c) \$367,993 for the Outstanding Municipal Taxes;
  - (d) \$16,971 to Canadian Natural Resources, in respect of Cure Costs;
  - (e) \$11,339 to Whitecap Resources Inc., in respect of Cure Costs; and
  - (f) \$82,332 to Pembina Pipeline Corporation, in respect of Cure Costs; and
  - (g) the balance of the Purchase Price (subject to the Holdback) up to the amount set forth in the Confidential Supplement, to Invico Diversified LP, by its general partner, Invico Diversified Income Managing GP Inc. in its capacity as secured lender to Halo.

4. The Receiver is authorized and empowered to do such things, and execute and deliver such additional, related and ancillary documents and assurances governing or giving effect to the Distributions, which in the Receiver's discretion, are reasonably necessary or advisable to properly give effect to the Distributions or this Order.

#### **APPROVAL OF ACTIVITIES**

5. The Receiver's actions, activities and conduct, including the interim statement of receipts and disbursements, as further set out in the Second Report, are hereby ratified and approved.

#### **RESTRICTED COURT ACCESS**

6. The Confidential Supplement shall be sealed until:
  - (a) ninety (90) days following the earlier of:
    - (i) the Receiver filing a Closing Certificate with the Court confirming the closing of a transaction contemplated by the SISP;
    - (ii) the Receiver filing a certificate confirming its discharge in these proceedings; or
  - (b) further order of the Court.
7. Any interested person may apply to set aside paragraphs 6 of this Order upon providing the Receiver and all other interested parties with seven (7) days' notice in accordance with the *Alberta Rules of Court*, Alta Reg. 124/2010 and this Order.
8. If directed by this Court, copies of the Confidential Supplement shall be provided to the Clerk of the Court, who is hereby directed to seal any such copies in a sealed envelope which shall have a notice attached that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL DOCUMENTS.  
THESE CONFIDENTIAL DOCUMENTS ARE SEALED ON COURT  
FILE NO. 2601-01970 PURSUANT TO THE ORDER OF THE  
HONORABLE JUSTICE R.W. ARMSTRONG ON JUNE 16, 2026.  
THESE CONFIDENTIAL DOCUMENTS ARE NOT TO BE  
ACCESSED UNLESS OR UNTIL: (A) 90 DAYS FOLLOWING THE

EARLIER OF: (I) THE RECEIVER FILING A CLOSING CERTIFICATE WITH THE COURT CONFIRMING THE CLOSING OF A TRANSACTION CONTEMPLATED BY THE SISF; (II) THE RECEIVER FILING A CERTIFICATE CONFIRMING ITS DISCHARGE IN THESE PROCEEDINGS; OR (B) FURTHER ORDER OF THE COURT.

## **MISCELLANEOUS MATTERS**

9. Service of this Order shall be deemed good and sufficient:
  - (a) by serving same on the Persons who were served with notice of this Application and any other parties attending or represented at the hearing of this Application; and
  - (b) by posting a copy of this Order on the Receiver's website at: [www.cfcanada.fticonsulting.com/halo](http://www.cfcanada.fticonsulting.com/halo).
10. Service of this Order on any other Person is hereby dispensed with.
11. Service of this Order may be effected by facsimile, e-mail, personal delivery, or courier. Service is deemed to be effected immediately, where sent via e-mail, or the next business day when sent via any other method, following transmission or delivery of this Order.
12. This Order is effective from the date that it is made and is enforceable without any need for entry and filing.

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**Justice of the Court of King's Bench of Alberta**