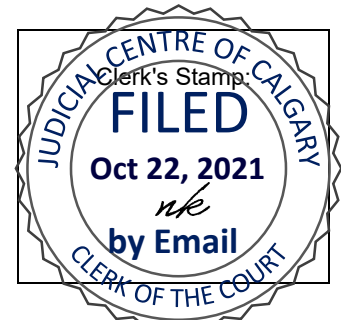


103405



COURT FILE NUMBER 2101-02279

COURT COURT OF QUEEN'S BENCH  
OF ALBERTA

JUDICIAL CENTRE CALGARY

MATTER IN THE MATTER OF THE RECEIVERSHIP OF ALTER NRG  
CORP.

IN THE MATTER OF SECTION 85 OF THE *CIVIL  
ENFORCEMENT ACT*, RSA 2000, c C-15

-and-

IN THE MATTER OF SECTION 13(2) OF THE *JUDICATURE  
ACT*, RSA 2000, c J-2

APPLICANT MNP LTD.

DOCUMENT **ORDER (CLAIMS PROCEDURE)**

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

**MLT AIKINS LLP**  
2100 Livingston Place  
222 - 3rd Avenue S.W.  
Calgary, AB T2P 0B4

Solicitors: Ryan Zahara/Catrina Webster  
Telephone: 403.693.5420-4347  
Email: rzahara@mltaikins.com/cwebster@mltaikins.com  
Fax Number: 403.508.4349  
File No.: 0021752.00047

---

**DATE ON WHICH ORDER WAS PRONOUNCED: OCTOBER 22, 2021**

**LOCATION OF HEARING OR TRIAL: CALGARY, ALBERTA**

**NAME OF JUDGE WHO MADE THIS ORDER: JUSTICE B.B. JOHNSTON**

---

**UPON THE APPLICATION** of MNP Ltd. filed October 12, 2021 (the "**Application**") in its capacity as the Court-appointed receiver (the "**Receiver**") of all of the current and future assets, undertaking, and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, of Alter NRG Corp. (the "**Debtor**"), for an Order approving the asset purchase agreement between the Receiver and Skyfuel Inc. following the completion of the sale and

solicitation process and approving a claims procedure; **AND UPON HAVING READ** the Application, the Receivership Order granted by the Honourable , Madam Justice K.M. Eidsvik on April 29, 2021 (the "**Receivership Order**"), the First Report of the Receiver dated July 5, 2021, the Second Report of the Receiver dated October 12, 2021, the Confidential Supplement to the Second Report of the Receiver dated October 12, 2021, and the Affidavit of Service of Joy Mutuku sworn October 21, 2021; **AND UPON IT** appearing that all interested and affected parties have been served with notice of the Application; **AND UPON HEARING** the submissions of counsel for the Receiver and all other interested parties present;.

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

**SERVICE**

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

**DEFINED TERMS**

2. Capitalized terms used herein or not otherwise defined shall have the meaning ascribed to them in the Claims Process attached as **Schedule "A"** hereto (the "**Claims Process**").

**APPROVAL OF CLAIMS PROCESS**

3. The Claims Process for determining any and all Claims of all Creditors is hereby approved and the Receiver is authorized and directed to implement the Claims Process.
4. The forms of Notice of Claims Process and Notice of Revision or Disallowance set forth in the attached Schedules "B" and "C", respectively, are approved.

**CLAIMS BAR DATE**

5. Any Creditor who has a Claim against the Debtor as of the Filing Date and who has not, as of the Claims Bar Date, submitted a Proof of Claim to the Receiver in respect of a Claim, in accordance with the Claims Process, shall be forever extinguished, unless otherwise ordered by this Honourable Court.

## **NOTICE OF TRANSFEREES**

6. If a Creditor or any subsequent holder of a Claim who has been acknowledged by the Debtor as the holder of the Claim transfers or assigns that Claim to another Person, the Receiver shall not be required to give notice to or otherwise deal with the transferee or assignee of the Claim as the holder of such Claim unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been delivered to the Receiver. Thereafter, such transferee or assignee shall, for all purposes hereof, constitute the holder of such Claim and shall be bound by notices given and steps taken in respect of such Claim in accordance with the provisions of the Claims process.
  
7. If a Creditor of any subsequent holder of a Claim who has been acknowledged by the Receiver as the holder of the Claim transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transferred or assignments shall not create separate Claims and such Claims shall continue to constitute and be dealt with as a single Claim notwithstanding such transfers or assignments. The Receiver shall not, in each such case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim provided such Creditor may, by notice in writing delivered to the Receiver, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be dealt with by a specified Person and, in such event, such Person shall be bound by any notices given or steps taken in respect of such Claim with such Creditor in accordance with the provisions of the Claims Process.

## **NOTICE AND COMMUNICATION**

8. Except as otherwise provided herein, the Receiver may deliver any notice or other communication to be given under the Order to Creditors or other interested Persons by forwarding true copies thereof by ordinary mail, courier, personal delivery, facsimile or email to such Creditors or Persons at the address last shown on the books and records of the Debtor, and that any such notice by courier, personal delivery, facsimile or email shall be deemed to be received on the next Business Day following the date of forwarding

thereof, or, if sent by ordinary mail on the third Business Day after mailing within Alberta, the fifth Business Day after mailing within Canada, and the tenth Business Day after mailing internationally.

9. Any notice or other communication to be given under this Order by a Creditor to the Receiver shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by registered mail, courier, email (in PDF format), personal delivery or facsimile transmission and addressed to:

MNP Ltd., Receiver of Alter NRG Corp.  
1500, 640 5 Avenue SW  
Calgary, Alberta T2P 3G4  
Attention: Victor Kroeger  
Email: victor.kroeger@mnp.ca  
Fax: 403.637.8437

10. In the event that the day on which any notice or communication required to be delivered pursuant to the Claims Process is not a Business Day then such notice or communication shall be required to be delivered on the next Business Day.

## **GENERAL**

11. The Receiver is authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which Proofs of Claim are submitted, completed and executed and may, if satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of the Claims Process and this Order as to the submission, completion and execution of the Proofs of Claim.
12. References in this Order to the singular shall include the plural, references to the plural shall include the singular, and to any gender shall include the other gender.
13. Notwithstanding the terms of this Order, the Receiver or any interested Person may apply to this Court from time to time for such further order or orders as it considers necessary or desirable to amend, supplement or modify the Claims Process or this Order.
14. Service of this Order on the Service List by email, facsimile, registered mail, courier or personal delivery shall constitute good and sufficient service of this Order, and no

Persons, other than those on the service list, are entitled to be served with a copy of this Order. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

15. Service of this Order on any party not attending this application is hereby dispensed with.



---

The Honourable Justice B.B. Johnston  
Justice of the Court of Queen's Bench of Alberta

**SCHEDULE "A"**  
**CLAIMS PROCESS**

**DEFINITIONS**

1. For purpose of this Claims Process the following terms should have the following meanings:

(a) "BIA" means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. 8-3, as amended;

(b) "Business Day" means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Calgary, Alberta;

(c) "Claim" means any right or claim or any Person that may be asserted or made in whole or in part against the Debtor, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including without limitation, by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, without limitation, any legal, statutory, regulatory, equitable or fiduciary duty or obligation) or by reason of any right of ownership or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including, without limitation, any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation, and any interest accrued thereon or costs payable in respect thereof (A) is based in whole or in part on facts prior to the Filing Date, (B) relates to a time period prior to the Filing Date, or (C) is a right or claim of any kind that would be a debt provable in bankruptcy within the meaning of the BIA had the Debtor become bankrupt on the Filing Date, provided, however, that "Claim" shall not include an Excluded Claim;

(d) "Claims Bar Date" means 4:00 p.m. (Mountain Time) on December 15, 2021 or such other date as may be ordered by the Court;

(e) "Claims Package" means the document package which shall include a Proof of Claim and such other materials as the Receiver considers necessary or appropriate;

(f) "Claims Process" means the procedures outlined herein in connection with the assertion of any Claim against the Debtor;

(g) "Claims Process Order" means the Order pronounced by Justice B.B. Johnston of the Court of Queen's Bench of Alberta on October 22, 2021 approving the Claims Process;

(h) "Court" means the Court of Queen's Bench of Alberta;

(i) "Creditor" means any Person asserting a Claim against the Debtor as of the Filing Date;

(j) "Debtor" means Alter NRG Corp.;

(k) "Excluded Claim" means Claims made by or on behalf of the beneficiaries of:

i. the Receiver's Charge;

ii. the Receiver's Borrowing Charge; and

(l) "Filing Date" means April 29, 2021;

(m) "Known Creditors" means Creditors which the books and records of the Debtor disclose as having a Claim against the Debtor as of the Filing Date;

(o) "Notice to Creditors" means the notice to be sent by the Receiver to all Known Creditors on or before November 1, 2021, setting out the method by which any Person may file a Proof of Claim in the prescribed form with the Receiver, which notice shall be substantially in the form attached to the Claims Process Order as Schedule "B";

(p) "Notice of Dispute" means an application filed with the Court of Queen's Bench of Alberta supported by affidavit evidence that is filed and served on the Receiver and its legal counsel (MLT Aikins LLP);

(q) "Notice of Revision or Disallowance" means the form sent by the Receiver revising or disallowing a Proof of Claim submitted by any Person, which notice shall be substantially in the form attached to the Claims Process Order as Schedule "C";

(r) "Person" shall be broadly interpreted and includes an individual, firm, partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, corporation, unincorporated association or organization, syndicate, committee, the government or a country or any political subdivision thereof, or any agency, board, tribunal, commission, bureau, instrumentality or department of such government or political subdivision, or any other entity, however designated or constituted, and the trustees, executors, administrators, or other legal representatives of any individual;

(s) "Proof of Claim" means the form setting forth a Creditor's Claim, which proof of claim shall be substantially in the form attached to the Notice of Creditors (Schedule "B" to the Claims Process Order);

(t) "Proven Claim" means the quantum and classification of the Claim of a Creditor as finally determined in accordance with the Claims Process, provided that a Proven Claim will be "finally determined" in accordance with the Claims Process when: (i) it has been accepted by the Receiver; (ii) the applicable time period for challenging a Notice of Revision or Disallowance has expired; or (iii) any court of competent jurisdiction has made a determination with respect to the classification and quantum of the Claim and no appeal or motion for leave to appeal therefrom shall have been taken or served on either party, or if any appeals(s) or motions(s) for leave to appeal or further appeal shall have been taken therefrom or served on either party, any and all such appeal(s) or motion(s) shall have been dismissed, determined or withdrawn;

(u) "Receiver" means MNP Ltd., in its capacity as the Court appointed receiver and manager of the Debtor, and not in its personal capacity or corporate capacity;

(v) "Receiver's Website" means the website established by the Receiver and located at: <https://mnpdebt.ca/en/corporate/corporate-engagements/alter-nrg-corp>



## **NOTICE OF CLAIMS PROCESS**

2. The Receiver shall cause a Claims Package to be sent to each Known Creditor by regular prepaid mail, courier, facsimile or email on or prior to November 1, 2021.
3. The Receiver shall cause the Claims Package to be posted on the Receiver's Website as soon as practicable after the granting of this Claims Process Order.
4. The Receiver shall cause a copy of a Proof of Claim to be sent to any Person requesting such material as soon as practicable.

## **PERSON ASSERTING CLAIMS**

5. Any other Person who has a Claim against the Debtor, as of the Filing Date, other than an Excluded Claim, and who wishes to assert such Claim against the Debtor, shall, on or before the Claims Bar Date, send a completed Proof of Claim to the Receiver setting out the classification and quantum of its Claim.
6. Any Person who fails to comply with Paragraph 6 of this Claims Process shall be forever barred, enjoined and estopped from asserting such Claim against the Debtor and such Claim shall be forever extinguished, except as otherwise may be ordered by the Court.

## **RESOLUTION OF CLAIMS**

7. The Receiver shall review any Proof of Claim that is submitted to it on or before the Claims Bar Date and, subject to the terms of this Order, may accept, revise or disallow the Proof of Claim.
8. The Receiver may attempt to consensually resolve the classification or quantum of any Proof of Claim submitted by any Person prior to the Receiver accepting, revising or disallowing such Proof of Claim.
9. In the event that the Receiver elects to accept the quantum and classification of the Claim as set forth in the Proof of Claim, the Creditor shall have a Proven Claim in the quantum and with the classification specified in the Proof of Claim submitted by the Person.

10. In the event that the Receiver elects to revise or disallow the Proof of Claim, the Receiver shall send a Notice of Revision or Disallowance setting out the revision or disallowance of the Proof of Claim.
11. Any Person who wishes to dispute the Notice of Revision or Disallowance received from the Receiver shall, within 10 days of receipt of the Notice of Revision or Disallowance from the Receiver, shall file an application with the Court of Queen's Bench of Alberta disputing the Notice of Revision or Disallowance and supported by affidavit evidence (the "**Notice of Dispute**") and serve a copy of same on the Receiver and the Receiver's counsel setting out the particulars of the dispute. The Notice of Dispute will be heard by the Court in order to fully and finally determine the Claim associated with the Notice of Dispute.
12. Any Person who receives a Notice of Revision or Disallowance from the Receiver and who fails to comply with Paragraph 11 of this Claims Process shall be deemed to have accepted the classification and quantum of its Claim as set forth in the Notice of Revision or Disallowance, shall have a Proven Claim in the quantum and with the classification specified in the Notice of Revision or Disallowance and shall be forever barred, enjoined and estopped from challenging the classification and quantum of its Claim as set forth in the Notice of Revision or Disallowance delivered to it by the Receiver, except as otherwise may be ordered by the Court.

#### **OTHER**

13. Any Claim set out in a Proof of Claim shall be denominated in Canadian dollars, failing which such Claim shall be converted to and shall constitute obligations in Canadian dollars and such calculation will be effected using the noon spot rate of the Bank of Canada as of the date of the Claims Process Order.

**SCHEDULE "B"**

**NOTICE OF CLAIMS PROCESS**

COURT FILE NUMBER	2101-02279	Clerk's Stamp:
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
MATTER	IN THE MATTER OF THE RECEIVERSHIP OF ALTER NRG CORP.	

IN THE MATTER OF SECTION 85 OF THE *CIVIL  
ENFORCEMENT ACT*, RSA 2000, c C-15

-and-

IN THE MATTER OF SECTION 13(2) OF THE *JUDICATURE  
ACT*, RSA 2000, c J-2

DOCUMENT	<b>NOTICE OF CLAIMS PROCESS IN THE MATTER OF THE RECEIVERSHIP OF ALTER NRG CORP.</b>
----------	--

1. Pursuant to an Order (the "**Receivership Order**") of the Court of Queen's Bench of Alberta (the "Court") filed on April 29, 2021 (the "**Date of Receivership**"), MNP Ltd. was appointed as receiver (the "**Receiver**") of the undertakings, property, and assets of Alter NRG Corp. ("**Alter**" or the "**Company**").
2. Pursuant to a further Order granted by the Court on October 22, 2021 (the "**Claims Process Order**"), a claims process was approved that directed the Receiver to solicit claims from all creditors of the Company for the purpose of determining the claims that will be eligible to share in any distribution(s) made in the Receivership proceedings. A copy of the Claims Process Order is available on the Receiver's website at <https://mnpdebt.ca/en/corporate/corporate-engagements/alter-nrg-corp> (the "**Receiver's Website**").
3. Any creditor having a claim against Alter NRG Corp. at the Date of Receivership of any nature whatsoever, including an unsecured, secured, contingent or unliquidated claim (a "**Claim**") is required to file, in the manner set out in this Notice of Claims Process (the

**"Claims Notice"**), a proof of claim in the prescribed form (which has been provided to you with the Claims Notice) with the Receiver in order to participate in any distribution in the Receivership proceedings.

4. Additional copies of the prescribed proof of claim form can be obtained by contacting the Receiver via telephone at 778.372.5384 or via email at [seamus.boyle@mnp.ca](mailto:seamus.boyle@mnp.ca) or it can be downloaded from the Receiver's Website.
5. Any creditor who chooses to file a proof of claim is required to provide whatever documentation they may have to support their Claim, such as contracts, invoices, bills of lading and shipping receipts, in relation to the goods and/or services provided to the Company in the appropriate currency under which their Claim arose.
6. All proof of claim forms, together with the supporting documentation must be delivered by mail or courier service to MNP Ltd., 1500, 640 - 5th Avenue SW, Calgary, AB T2P 3G4 or via email at [victor.kroeger@mnp.ca](mailto:victor.kroeger@mnp.ca) to the attention of Victor Kroeger on or before 4:00 p.m. Mountain Time on December 15, 2021 (the **"Claims Bar Date"**).
7. Creditors who do not submit a Claim to the Receiver by the specified time on the Claims Bar Date, or such later date as the Court may order, shall not be entitled to receive any further notice of the Receivership proceedings, not be entitled to receive any distribution in the Receivership proceedings and be forever barred from making or enforcing any Claim against the Debtor related to the period prior to the Date of Receivership.
8. The Receiver will provide any Notice of Revision or Disallowance (the **"Disallowance Notice"**) to creditors in writing by registered mail, courier or email.
9. Where a creditor objects to a Disallowance Notice, the creditor must notify the Receiver of its objection by filing and serving an application with the Court of Queen's Bench disputing the Disallowance Notice and supported by affidavit evidence on the Receiver (the **"Notice of Dispute"**) by registered mail, courier, or email within 10 days from the date of the Disallowance Notice. The Court of Queen's Bench shall fully and finally settle any claims that are subject to the Disallowance Notice if no agreement can be reached between the creditor and the Receiver.

10. A creditor who does not file a Notice of Dispute to a Disallowance Notice issued by the Receiver shall, unless otherwise ordered by the Court, be conclusively deemed to have accepted the assessment of its Claim as set out in the Disallowance Notice.

Dated \_\_\_\_\_, 2021.

**MNP Ltd.**, in its capacity as Receiver of Alter  
NRG Corp. and not in its personal capacity or  
corporate capacity

Per: \_\_\_\_\_  
Victor Kroeger, CIRP, LIT, CPA, CA, CFE

**SCHEDULE "C"**

**NOTICE OF REVISION OR DISALLOWANCE**

COURT FILE NUMBER 2101-02279

COURT COURT OF QUEEN'S BENCH  
OF ALBERTA

JUDICIAL CENTRE CALGARY

MATTER IN THE MATTER OF THE RECEIVERSHIP OF ALTER NRG  
CORP.

IN THE MATTER OF SECTION 85 OF THE *CIVIL  
ENFORCEMENT ACT*, RSA 2000, c C-15

-and-

IN THE MATTER OF SECTION 13(2) OF THE *JUDICATURE  
ACT*, RSA 2000, c J-2

APPLICANT MNP LTD.

DOCUMENT **NOTICE OF REVISION OR DISALLOWANCE IN THE MATTER  
OF THE RECEIVERSHIP OF ALTER NRG CORP.**

Clerk's Stamp:

1. Pursuant to an Order of the Court of Queen's Bench of Alberta (the "**Court**") filed on April 29, 2021, MNP Ltd. was appointed as receiver (the "**Receiver**") of the undertakings, property, and assets of Alter NRG Corp. ("**Alter**" or the "**Company**").
2. Pursuant to a further Order granted by the Court on October 22, 2021 (the "**Claims Process Order**"), a claims process was approved that directed the Receiver to solicit claims from all creditors of the Company for the purpose of determining the claims that will be eligible to share in any distribution(s) made in the Receivership proceedings.
3. Pursuant to the Claims Process Order, the Receiver hereby gives you notice that it has reviewed your proof of claim filed in the Receivership proceedings and has revised or disallowed your claim.

4. Subject to further disputes by you in accordance with the Claims Process Order, your claim will be allowed as follows:

Type	Proof of Claim Amount	Admitted Amount
Unsecured Claim		
Secured Claim		

Reasons for the Revision or Disallowance:

---

---

---

5. If you intend to dispute this Notice of Revision or Disallowance (the "**Disallowance Notice**"), you must within 10 days from the date of this Disallowance Notice, file and serve an application supported by affidavit evidence on the Receiver and its legal counsel either by email, registered mail, or courier to MNP Ltd., 1500, 640 - 5th Avenue SW, Calgary, AB T2P 3G4 or via email to [seamus.boyle@mnp.ca](mailto:seamus.boyle@mnp.ca) to the attention of Seamus Boyle with a copy to Ryan Zahara at MLT Aikins LLP ([rzahara@mltaikins.com](mailto:rzahara@mltaikins.com)) 2100, 222-3rd Avenue SW Calgary, AB T2P 0B4.

**IF YOU FAIL TO FILE YOUR NOTICE OF DISPUTE WITHIN TEN (10) DAYS OF THE DATE ON THIS DISALLOWANCE NOTICE, THE VALUE OF YOUR CLAIM WILL BE DEEMED TO BE ACCEPTED AS FINAL AND BINDING AS SET OUT IN THIS DISALLOWANCE NOTICE.**

Dated: \_\_\_\_\_, 2021.

**MNP Ltd.**, in its capacity as Receiver of Alter NRG Corp. and not in its personal capacity or corporate capacity

Per: \_\_\_\_\_  
Victor Kroeger, CIRP, LIT, CPA, CA, CFE