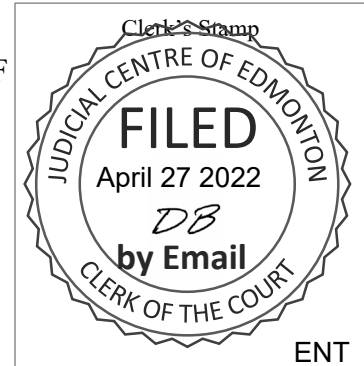


COURT FILE NUMBER: 2103 10970  
COURT: COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE: EDMONTON  
PLAINTIFF: CANADIAN WESTERN BANK  
DEFENDANT: SHAMROCK VALLEY ENTERPRISES LTD.  
DOCUMENT: **APPLICATION BY THE BOWRA GROUP INC.**



invoice#E51052  
\$50.00

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: **PARLEE McLAWS LLP**  
Barristers & Solicitors  
Patent & Trade-Mark Agents  
1700 Enbridge Centre  
10175 – 101 Street NW  
Edmonton, Alberta T5J 0H3  
Attention: Jeremy H. Hockin, Q.C.  
Phone: 780-423-8532  
Fax: 780-423-2870  
File No: 75782-12/JHH

**NOTICE TO RESPONDENTS as listed on the Service List attached hereto as Schedule “D”, and the unsecured creditors listed in the Affidavit of Service of Isobel Smith sworn on April 26, 2022**

This application is made against you. You are a respondent. You have the right to state your side of this matter before the justice. To do so, you must be in Court when the application is heard as shown below:

Date: May 3, 2022  
Time: 10:00 a.m.  
Where: Law Courts, 1A Sir Winston Churchill Square, Edmonton  
Before Whom: The Honourable Mr. Justice S.D. Hillier, sitting on the Commercial List.

Go to the end of this document to see what else you can do and when you must do it. Instructions for how you may attend this application via Webex or teleconference are attached hereto as **Schedule “A”**.

**Remedy claimed or sought:**

1. An Order substantially in the form of the draft attached hereto as **Schedule “B”** ordering, *inter alia*:
  - (a) An abridgment of the time for service of notice of this Application and the Fifth Report of the Receiver (the “**Fifth Report**”) to the time provided, if necessary, and an Order validating service upon the parties served or, alternatively, dispensing with service;
  - (b) The approval of the activities of The Bowra Group Inc. (“**Bowra**” or “**the Receiver**”) described in the Fifth Report;
  - (c) The approval of the distributions described in the Fifth Report (the “**Distributions**”);
  - (d) The approval of, and the granting of authority to, the Receiver to discharge the Popiel Agreement Charging Land, as defined below; and
  - (e) The approval of the interim fees and disbursements of the Receiver and its legal counsel without the necessity of a formal passing of accounts.
2. A Claims Process Order substantially in the form of the draft attached hereto as **Schedule “C”** ordering, *inter alia*, a procedure with the respect to the submission and determination of claims against Shamrock Valley Enterprises Ltd (the “**Company**”);
3. An Order declaring that service of any order or orders arising from the Application by email, facsimile, registered mail, courier, regular mail, or personal delivery to the persons enumerated on the service list attached hereto as **Schedule “D”** and in the Affidavit of Service of Isobel Smith sworn on April 26, 2022, and by posting to the Receiver’s website, constitutes good and sufficient service of such orders
4. Such further and other relief as this Honorable Court deems just and appropriate.

**Grounds for making this application:*****Background***

5. Bowra was appointed as the Receiver of all of the current and future assets, undertakings and properties, including all proceeds thereof, of the Company (the “**Property**”) by Order pronounced July 30, 2021 (the “**Receivership Order**”), the effect of which was stayed until August 27, 2021, by separate Order also pronounced on that date. The stay was lifted by Order pronounced on August 27, 2021.
6. The Receivership Order authorizes and empowers the Receiver to market, advertise and solicit offers in respect of the Property or any part thereof, and to apply for any vesting order or other orders necessary to convey the same to a purchaser thereof.

7. Court approval of transactions resulting in the sale of those of the Company's assets more particularly described therein was granted by Orders of this Honourable Court on December 15 and 17, 2021, and January 18, 2022, respectively, which transactions have now closed.
8. The Receiver has further collected significant sums of the Company's accounts receivable.

#### *The Receiver's Activities*

9. The Receiver is of the respectful view that its actions and activities as described in the Fifth Report are lawful, proper, and consistent with the powers granted under the Receivership Order.

#### *Distributions*

10. As described in the Fifth Report, the Receiver has determined the existence and extent of various priority payables and proposes to make Distributions towards their satisfaction.
11. The Receiver's counsel has opined, subject to normal assumptions and qualifications, that the security of the secured creditors to which it proposes to make Distributions is valid and enforceable.

#### *Accounts*

12. The Receiver is respectfully of the view that its interim fees and costs, and those of its counsel, are fair and reasonable under the circumstances, and that they have been validly incurred in connection with the discharge of the Receiver's obligations, which have been dutifully performed.

#### *The Popiel Agreement Charging Land*

13. The Property includes the Company's interest in a Caveat re: Agreement Charging Land registered on April 24, 2008, against title to land in the ownership of David Popiel ("**Popiel**") and Louise Jenkins, as joint tenants, pursuant to which the Company claimed security in all of their right, title, and interest in the land to secure payment of the sum of \$19,756.75 (the "**Popiel Agreement Charging Land**").
14. Counsel for the Receiver issued a demand for payment of the sums claimed under the Popiel Agreement Charging Land. Popiel advised in response to the demand that he was a former employee of the Company, and that the amounts outstanding thereunder were fully paid in or about 2011 via regular deductions from his employment earnings.
15. Murry Nielsen, the Director of the Company, has confirmed to the Receiver via his counsel that the amounts claimed under the Popiel Agreement Charging Land were, to his knowledge, satisfied in full. The Receiver therefore seeks the direction of this Honourable Court authorizing the discharge of the Caveat.

**Claims Process**

16. There will be funds available to unsecured creditors of the Company following the Distributions. Accordingly, the Receiver believes it is appropriate to commence a claims process, and is of the respectful view that the proposed process will provide the unsecured creditors of the Company with sufficient and timely notification to allow them to establish their claims on a fair and reasonable basis.

**Material or evidence to be relied on:**

17. The Fifth Report of the Receiver, filed;
18. The Fee Affidavit of Kristin Gray of the Receiver, filed;
19. The remaining pleadings filed in the within Action.

**Applicable rules:**

20. Part 1; Division 4 of Part 6; and Rules 6.3(1), 6.9(1), 6.28 and 11.27 of the *Alberta Rules of Court*; and
21. Such further rules as counsel may advise.

**Applicable Acts and regulations:**

22. *Bankruptcy and Insolvency Act*, RSC 1985, c B-3;
23. *Personal Property Security Act*, RSA 2000, c P-7; and
24. *Land Titles Act*, RSA 2000, c L-4.

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

17. None.

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

25. Before the Honourable Justice S.D. Hillier, sitting on the Commercial List, with all interested parties appearing remotely by Webex or teleconference.

**WARNING**

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.



## Schedule “A”

### Webex Details

**Virtual Courtroom 86** has been assigned for the above noted matter:

Virtual Courtroom Link:

<https://albertacourts.webex.com/meet/virtual.courtroom86>

Instructions for Connecting to the Meeting

1. Click on the link above or open up Chrome or Firefox and cut and paste it into your browser address bar.
2. If you do not have the Cisco Webex application already installed on your device, the site will have a button to install it. Follow installation instructions. Enter your full name and email address when prompted
3. Click on the **Open Cisco Webex Meeting**.
4. You will see a preview screen. Click on **Join Meeting**.

Key considerations for those attending:

1. Please connect to the courtroom **15 minutes prior** to the start of the hearing.
2. Please ensure that your microphone is muted and remains muted for the duration of the proceeding, unless you are speaking. Ensure that you state your name each time you speak.
3. If bandwidth becomes an issue, some participants may be asked to turn off their video and participate by audio only.
- 4. Note: Recording or rebroadcasting of the video is prohibited.**
- 5. Note: It is highly recommended you use headphones with a microphone or a headset when using Webex. This prevents feedback.**

If you are a non-lawyer attending this hearing remotely, **you must** complete the undertaking located here: <https://www.albertacourts.ca/qb/resources/announcements/undertaking-and-agreement-for-non-lawyers>

For more information relating to Webex protocols and procedures, please visit: <https://www.albertacourts.ca/qb/court-operations-schedules/webex-remote-hearings-protocol>

You can also join the meeting via the “Cisco Webex Meetings” App on your smartphone/tablet or other smart device. You can download this via the App marketplace and join via the link provided above.

**Schedule "B"**

COURT FILE NUMBER: 2103 10970  
COURT: COURT OF QUEEN'S BENCH  
OF ALBERTA  
JUDICIAL CENTRE: EDMONTON  
PLAINTIFF: CANADIAN WESTERN BANK  
DEFENDANT: SHAMROCK VALLEY  
ENTERPRISES LTD.

Clerk's Stamp

DOCUMENT: **ORDER APPROVING  
RECEIVER'S FEES,  
ACTIVITIES AND  
AUTHORIZING  
DISTRIBUTIONS**

ADDRESS FOR SERVICE AND CONTACT  
INFORMATION OF PARTY  
FILING THIS DOCUMENT: **PARLEE McLAWS LLP**  
1700 Enbridge Centre  
10175 – 101 Street NW  
Edmonton, Alberta T5J 0H3  
Attention: Jeremy H. Hockin, Q.C.  
Phone: 780-423-8532  
Fax: 780-423-2870  
File No: 75782-12/JHH

**DATE ON WHICH ORDER WAS PRONOUNCED: May 3, 2022**

**LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta**

**NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice S.D. Hillier**

**UPON THE APPLICATION** of The Bowra Group Inc., in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertakings, property and assets of Shamrock Valley Resources Ltd. (the "**Company**") for an Order (i) approving and authorizing the distributions described in the Fifth Report of the Receiver (the "**Fifth Report**"), (ii) approving the fees and disbursements of the Receiver and those of its counsel, (iii) approving the

Receiver's activities as described in the Fifth Report, and (iv) authorizing the Receiver to discharge the Popiel Caveat, as defined in the Fifth Report;

**AND UPON HAVING READ** the Receivership Order dated July 30, 2021 (the "**Receivership Order**"), the Notice of Application for this Order, the Fifth Report, the Receiver's Fee Affidavit, and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver and for other interested parties, and no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

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

**SERVICE**

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

**ACCOUNTS & ACTIVITIES OF RECEIVER**

2. The Receiver's accounts for its fees and disbursements as set out in the Fifth Report and the Fee Affidavit are hereby approved without the necessity of a formal assessment or passing of its accounts.
3. The accounts of the Receiver's legal counsel, PARLEE MCLAWS LLP, for its fees and disbursements as set out in the Fifth Report and the Fee Affidavit are hereby approved without the necessity of a formal assessment of its accounts.
4. The actions, conduct and activities of the Receiver as described in the Fifth Report are hereby approved.

**DISTRIBUTIONS**

5. The Receiver is hereby authorized to make the distributions proposed in paragraph 54 (iii) (1 – 8) of the Fifth Report, subject to:



- (a) the entry into an acceptable form of “Clawback Agreement” with 102125001 Saskatchewan Ltd. and Synergy Credit Union Ltd.; and
- (b) any adjustment to the amounts required to fully retire the claims of secured and leasing creditors representing interest accruals and legal fees to which such creditors are contractually entitled.

### **THE POPIEL CAVEAT**

6. The Receiver is hereby authorized to tend to the discharge of the Popiel Caveat.

### **MISCELLANEOUS**

7. Service of this Order shall be deemed good and sufficient by:
- (a) Serving the same by regular mail, electronic mail, facsimile, personal delivery or courier on:
    - (i) the persons listed on the service list created in these proceedings;
    - (ii) any other person served with notice of the application for this Order, including without limitation those parties listed in the Affidavit of Service of Isobel Smith sworn on April 26, 2022;
    - (iii) any other parties attending or represented at the application for this Order;
    - (iv) a Purchaser or a Purchaser’s solicitors; and
  - (b) Posting a copy of this Order on the Receiver’s website at <https://www.bowragroup.com/shamrockvalleyenterprises>

and service on any other person is hereby dispensed with.

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J.C.C.Q.B.A.

**Schedule "C"**

COURT FILE NUMBER: 2103 10970

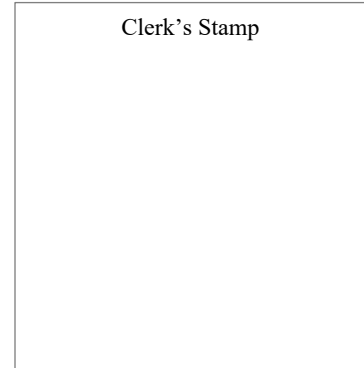
COURT: COURT OF QUEEN'S BENCH  
OF ALBERTA

JUDICIAL CENTRE: EDMONTON

PLAINTIFF: CANADIAN WESTERN BANK

DEFENDANT: SHAMROCK VALLEY  
ENTERPRISES LTD.

DOCUMENT: **CLAIMS PROCESS  
ORDER**



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: **PARLEE McLAWS LLP**  
Barristers & Solicitors  
Patent & Trade-Mark Agents  
1700 Enbridge Centre  
10175 – 101 Street NW  
Edmonton, Alberta T5J 0H3  
Attention: Jeremy H. Hockin, Q.C.  
Phone: 780-423-8532  
Fax: 780-423-2870  
File No: 75782-12/JHH

**DATE ON WHICH ORDER WAS PRONOUNCED:**

**LOCATION WHERE ORDER WAS PRONOUNCED:** Edmonton, Alberta

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

**UPON** the application of The Bowra Group Inc. in its capacity as the court appointed Receiver/Manager (the "**Receiver**") of the Defendant, Shamrock Valley Enterprises Ltd. (the "**Company**"); **AND UPON** reading the Fifth Report of the Receiver dated April 25, 2022; **AND UPON** hearing the submissions of counsel for the Receiver, the Company, and any other interested parties appearing at the within application;

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

26. All capitalized terms used herein and not otherwise defined shall have the same meanings as defined in the Receivership Order pronounced herein on July 30, 2021, by the Honourable Justice J.T. Neilson (the "**Receivership Order**").

{E9604434.DOCX; 6}

**Error! Unknown document property name.**

27. The time for service of notice of the Application for this Order is hereby abridged and service of the Application and Fifth Report is deemed as good and sufficient.

## DEFINITIONS

28. For the purposes of this Order the following terms shall have the following meanings:

- (a) **“Business Day”** means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Edmonton, Alberta;
- (b) **“Claim”** shall exclude an Excluded Claim (as defined herein) but shall include any other right of claim of any Person (as defined herein) against the Company, whether or not asserted, in connection with any indebtedness, liability, or obligation of any kind of the Company owed to such Person, and any interest accrued thereon or costs payable in respect thereof, including any indebtedness, liability or obligation owed to such Person as a result of any breach of duty (including, without limitation, any legal, statutory, equitable, or fiduciary duty), any right of ownership of or title to property or assets or to a trust or deemed trust against any Property (other than Secured Claims as included within the Excluded Claims), whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the 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 is based in whole or in part on facts which existed prior to the Receivership Date, and any right or claim of any Person against the Company in connection with any indebtedness, liability or obligation of any kind whatsoever owed by the Company to such Person arising out of the restructuring, disclaimer, resiliation, termination or breach on or after the Receivership Date of any contract, lease or other agreement whether written

or oral and whether such restructuring, disclaimer, resiliation, termination or breach took place or takes place before or after the date of this Order;

- (c) **“Claimant”** means a Person asserting a Claim against the Company;
- (d) **“Claims Bar Date”** means 4:00 p.m. (Edmonton Time) on June 30, 2022;
- (e) **“Claims Officer”** means the The Bowra Group Inc. acting in that capacity and not in its capacity as Receiver, as appointed pursuant to paragraph 4 of this Order;
- (f) **“Claims Process”** means the procedures outlined in this Order in connection with the advancement of Claims against the Company;
- (g) **“Court”** means the Alberta Court of Queen’s Bench;
- (h) **“Creditor”** means any Person having a Claim that is admitted or deemed to be admitted pursuant to the Claims Process, including a transferee or assignee of a transferred Claim that is recognized as a Claimant in accordance with paragraph 29 hereof or a trustee, executor, liquidator, receiver, receiver and manager, or other person acting on behalf of or through such Person;
- (i) **“Director”** means Murry Nielsen.
- (j) **“Excluded Claim”** means any of:
  - (i) the reasonable fees and expenses incurred by the Receiver, and its counsel in respect of the within proceedings;
  - (ii) Secured Claims;
  - (iii) Any Claim or Secured Claim of Synergy Credit Union;
  - (iv) Any Claim or Secured Claim of 102125001 Saskatchewan Ltd.; and
  - (v) Government Priority Claims;
- (k) **“General Claims Package”** means the materials to be provided by the Claims Officer to Persons that may have a Claim as evidenced by the books and records

of the Company, but are not receiving a Notice of Proposed Payment, which materials shall include the Notice to Claimant and attached blank Proof of Claim Form with a Proof of Claim instruction letter, Notice of Claimant's Dispute and such other materials as the Claims Officer may consider appropriate or desirable;

(1) **“Government Priority Claim”** means any amounts deemed to be held in trust under subsection 227(4) or (4.1) of the *Income Tax Act*, subsection 23(3) or (4) of the *Canada Pension Plan* or subsection 86(2) or (2.1) of the *Employment Insurance Act* (each of which is in this definition referred to as a “federal provision”), and any amounts deemed to be held in trust under any law of a province that creates a deemed trust the sole purpose of which is to ensure remittance to Her Majesty in right of the province of amounts deducted or withheld under a law of the province if:

- (i) that law of the province imposes a tax similar in nature to the tax imposed under the *Income Tax Act* and the amounts deducted or withheld under that law of the province are of the same nature as the amounts referred to in subsection 227(4) or (4.1) of the *Income Tax Act*, or
- (ii) the province is a province providing a comprehensive pension plan as defined in subsection 3(1) of the *Canada Pension Plan*, that law of the province establishes a provincial pension plan as defined in that subsection and the amounts deducted or withheld under that law of the province are of the same nature as amounts referred to in subsection 23(3) or (4) of the *Canada Pension Plan*,

and for the purpose of this definition, any provision of a law of a province that creates a deemed trust is, despite any Act of Canada or of a province or any other law, deemed to have the same effect and scope against any creditor, however secured, as the corresponding federal provision.

- (m) **“Known Claimant”** means Persons in whose favour the books and records of the Company disclose a potential Claim against the Company, or which are identified to the Claims Officer by the Director of the Company;
- (n) **“Notice to Claimant”** means the notice to be sent to Claimants, or to be published, as described herein, substantially in the form attached as **Schedule “A”** hereto;
- (o) **“Notice of Claimant’s Dispute”** means the notice referred to herein, substantially in the form attached as **Schedule “D”** hereto, which may be delivered to the Claims Officer by a Claimant disputing a Notice of Revision or Disallowance;
- (p) **“Notice of Company’s Dispute”** means written notice delivered to the Claims Officer by the Company disputing a Notice of Proposed Payment or Notice of Revision or Disallowance;
- (q) **“Notice of Proposed Payment”** means the notice referred to herein, substantially in the form attached as **Schedule “E”** hereto, which may be delivered by the Claims Officer to a Known Claimant with an unopposed Claim other than potentially in respect of quantum;
- (r) **“Notice of Revision or Disallowance”** means the notice referred to herein, substantially in the form attached as **Schedule “C”** hereto advising a Claimant that the Claim’s Officer has revised or disallowed all of part of such Claimant’s Claim as set out in its Proof of Claim;
- (s) **“Person”** means any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, government or any agency or instrumentality thereof or any other entity;

- (t) **“Proof of Claim”** means the Proof of Claim referred to herein and submitted to the Claims Officer by Claimants, substantially in the form attached hereto as **Schedule “B”** hereto;
- (u) **“Receiver”** means The Bowra Group Inc., solely in its capacity as the Court-appointed receiver and manager of the Company, and not in its personal capacity;
- (v) **“Receivership Date”** means July 30, 2021;
- (w) **“Receiver's Website”** means <https://www.bowragroup.com/client/shamrock-valley-enterprises-ltd/>
- (x) **“Secured Claim”** means any pre-Receivership Date Claim that may be asserted or made in whole or in part against the Company by a Person holding a mortgage, hypothec, pledge, charge, assignment by way of security, deemed trust, lien, or other encumbrance granted or arising pursuant to a written agreement or statute or otherwise created by law on or against the property of the Company or any part of that property as security for a debt, liability or obligation due or accruing due to the Person from the Company, other than a Government Priority Claim. For clarity, “Secured Claims” includes all Persons with a “security interest” within the meaning of the *Personal Property Security Act* (Alberta), any vendor of any property sold to the Company under a conditional or instalment sale, any purchaser of any property from the Company subject to a right of redemption, and any trustee of a trust constituted by the Company to secure the performance of an obligation.

## **CLAIMS PROCESS**

- 29. The Claims Process is hereby approved and The Bowra Group Inc. is hereby appointed as the Claims Officer
- 30. The forms of Notice to Claimant, Notice of Proposed Payment, Proof of Claim, Notice of Revision or Disallowance, and Notice of Claimant’s Dispute are hereby approved.

{E9604434.DOCX; 6}

**Error! Unknown document property name.**

Despite the foregoing, the Claims Officer may, from time to time, make minor changes to these forms as the Claims Officer may consider necessary or desirable.

### **REVIEW OF KNOWN CLAIMANT CLAIMS**

31. Within ten days of the date of this Order, the Claims Officer shall send to the Director of the Company a list of Known Claimants and the amounts believed or asserted to be due and owing by the Company to such Known Claimants.
32. Within 10 days following receipt of the list contemplated by paragraph 6 of this Order, the Director shall advise the Claims Officer of which Claims of Known Claimants, or the amounts thereof, are not disputed or challenged by the Company.

### **NOTICE OF PROPOSED PAYMENT PROCESS**

33. In the event that the Claims Officer determines, after consultation with the Director, based on the books, records and information available to them, that the Claim of any specific Known Claimant, and the amount thereof, is valid, proper and enforceable, the Claims Officer shall within 10 Business Days of the Director's response as set out in paragraph 7 of this Order send to such Known Claimant or Claimants, with a copy to the Company, a Notice of Proposed Payment that sets out the amount that the Company, by the Receiver proposes to pay in full and final satisfaction of the Claim of such specific Known Claimant.
34. Any Claimant who intends to dispute the amount set out in the Notice of Proposed Payment it has received shall:
  - (a) deliver a completed Notice of Claimant's Dispute to the Claims Officer by the later of the Claims Bar Date, or such other date as may be specified by the Claims Officer in the Notice of Proposed Payment; and
  - (b) within 10 days of delivery of the Notice of Dispute, file and serve on counsel of record for each of the Claims Officer and the Company in this action a Notice of Application returnable in the within proceedings naming the Company as Respondent along with affidavit materials in support of the quantum of the

{E9604434.DOCX; 6}



Claimant's Claim that was not proposed, accepted or included by the Claims Officer, the hearing of such application to be on a date agreed upon by the parties to the application and subject to the Court's availability.

35. If the Company intends to dispute the amount set out in a Notice of Proposed Payment it shall:
- (a) deliver a Notice of Company's Dispute to the Claims Officer, with a copy to the Claimant, by the later of the Claims Bar Date, or such other date as may be specified by the Claims Officer in the Notice of Proposed Payment; and
  - (b) within 10 days of delivery of the Notice of Company's Dispute, file and serve on the Claimant and counsel of record for the Claims Officer in this action a Notice of Application returnable in the within proceedings naming the Claimant as Respondent along with affidavit materials disputing the quantum of the Claimant's Claim that was proposed, accepted or included by the Claims Officer, the hearing of such application to be on a date agreed upon by the parties to the application and subject to the Court's availability.
36. Where (i) a Claimant receives a Notice of Proposed Payment and does not deliver a completed Notice of Claimant's Dispute or file and serve the Notice of Application and supporting affidavit(s) within the time limits set out herein, and (ii) the Company receives such Notice of Proposed Payment and does not deliver a completed Notice of Company's Dispute or file and serve the Notice of Application and supporting affidavit(s) within the time limits set out herein, then such Claimant shall be a Creditor and its Claim shall be conclusively deemed to be as set out in the Notice of Proposed Payment, and upon payment of the amount set out in the Notice of Proposed Payment such Claim shall be conclusively deemed to be satisfied in full.
37. Upon receipt of a Notice of Dispute, the Company may consensually resolve the disputed Notice of Proposed Payment, after consultation with the Claims Officer. If the Company and the Claimant consensually resolve the disputed Notice of Proposed Payment, then

such Claim in the resolved quantum shall be a proven and accepted Claim as against the Company, and upon payment of the resolved amount such Claim shall be satisfied in full.

38. The Receiver is empowered and authorized to make a distribution to a Creditor who received a Notice of Proposed Payment without further order of this Court where (i) the Receiver does not receive a Notice of Claimant's Dispute, Notice of Company's Dispute or other application materials in accordance with paragraphs 9 and 10 hereof; or (ii) a Claim is resolved in accordance with paragraph 12 hereof.

#### **NOTICE OF GENERAL CLAIMS PACKAGE FOR OTHER KNOWN OR UNKNOWN CLAIMANTS**

39. Within ten Business Days of the Director's response as set out in paragraph 7 of this Order, the Claims Officer shall send the General Claims Package to each Known Claimant with a Claim as evidenced by the books and records of the Company or otherwise identified to the Claims Officer by the Company which did not receive a Notice of Proposed Payment. The Proof of Claim to be delivered to each such Known Claimant as part of the General Claims Package shall provide general information and instructions in respect of the filing of Claims.
40. The Claims Officer shall cause the Notice to Claimant to be advertised in the *Edmonton Journal*, *Calgary Herald*, and *Daily Oil Bulletin* within ten Business Days of the date of this Order.
41. The Receiver shall also cause the General Claims Package and a copy of this Order to be posted to the Receiver's Website within five Business Days of the date of this Order.
42. If any Claimant or Creditor requests the General Claims Package prior to the Claims Bar Date or if the Claims Officer becomes aware of any further Claims, the Claims Officer shall forthwith direct the Claimant or Creditor to the General Claims Package posted on the Receiver's Website or otherwise respond to the request for the General Claims Package as may be appropriate in the circumstances.

43. The sending to Claimants, Creditors and Known Claimants of the Notice of Proposed Payment or General Claims Package, and the publication of the General Claims Package, in accordance with this Order, and the completion of the other requirements of this Order, shall constitute good and sufficient service and delivery of notice of this Order, the General Claims Package, Notice of Proposed Payment and the Claims Bar Date, applicable on all Persons who may be entitled to receive notice and who may wish to assert a Claim, and no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order.

#### **DELIVERY OF PROOFS OF CLAIM**

44. Any Person who receives a General Claims Package and wishes to assert a Claim, and does not receive a Notice of Proposed Payment, shall deliver a Proof of Claim to the Claims Officer in the manner set out in this Order so that the Proof of Claim is received by the Receiver by no later than the Claims Bar Date. Any such Person who fails to deliver a Proof of Claim to the Claims Officer on or before the Claims Bar Date shall:
- (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any Claim against the Company and all such Claims shall be forever extinguished;
  - (b) not be entitled to receive further notice with respect to the Claims Process or these proceedings; and
  - (c) not be permitted to participate in any distribution made by the Receiver to Creditors of the Company.

#### **ADJUDICATION OF PROOFS OF CLAIMS**

45. The Claims Officer shall review all Proofs of Claim received on or before the Claims Bar Date and the Claims Officer shall, in accordance with paragraphs 21-25 hereof accept, revise, or reject each Claim. The Claims Officer may make such further enquiries and consult with such other parties, including without limitation the Director and Company, as it may reasonably feel to be necessary or desirable in the adjudication of Claims.

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46. If the Claims Officer intends to accept, revise or reject a Claim, the Receiver shall notify the Company and the Claimant who has delivered such Proof of Claim that such Claim as set out therein has been accepted, revised or rejected and the reasons therefore, by sending a Notice of Proposed Payment, Notice of Revision or Disallowance, as the case may be, to the Claimant and the Company by no later than July 30, 2022.
47. Any Claimant who intends to dispute a Notice of Revision or Disallowance it has received shall:
  - (a) deliver a completed Notice of Claimant's Dispute to the Claims Officer by the later of August 15, 2022, or such other date as may be agreed to by the Claims Officer; and
  - (b) within 10 days of delivery of the Notice of Claimant's Dispute, file and serve on counsel of record for each of the Claims Officer and the Company in this action a Notice of Application returnable in the within proceedings naming the Company as respondent along with affidavit materials in support of the validity of all or that portion of the Claimant's Claim that was disallowed by the Claims Officer, the hearing of such application to be on a date agreed upon by the parties to the application and subject to the Court's availability.
48. If the Company intends to dispute a Notice of Proposed Payment, Notice of Revision or Disallowance it shall:
  - (a) deliver a Notice of Company's Dispute to the Claims Officer, with a copy to the Claimant, by the later of August 15, 2022, or such other date as may be agreed to by the Claims Officer; and
  - (b) within 10 days of delivery of the Notice of Company's Dispute, file and serve on the Claimant and counsel of record for the Claims Officer in this action a Notice of Application returnable in the within proceedings naming the Claimant as Respondent along with affidavit materials disputing the validity of that portion of the Claimant's Claim that was revised or allowed by the Claims Officer, the

hearing of such application to be on a date agreed upon by the parties to the application and subject to the Court's availability.

49. Where a Claimant that receives a Notice of Revision or Disallowance does not deliver a completed Notice of Claimant's Dispute or file and serve the Notice of Application and supporting affidavit(s) within the time limits set out herein, such Claimant's Claim shall be conclusively deemed to be as set out in the Notice of Revision or Disallowance.
50. Where the Company does not deliver a completed Notice of Company's Dispute or file and serve the Notice of Application and supporting affidavit(s) within the time limits set out herein, such Claimant's Claim shall be conclusively deemed to be as set out in the Notice of Proposed Payment, Notice of Revision or Disallowance.
51. Upon receipt of a Notice of Claimant's Dispute, the Company may consensually resolve the disputed Proof of Claim, after consultation with the Claims Officer. If the Company and the Claimant consensually resolve the disputed Proof of Claim and Claim, such Claim in the quantum resolved for shall be a proven and accepted Claim as against the Company.
52. The Receiver is empowered and authorized to make a distribution to a Creditor who received a General Claims Package without further order of this Court where (i) the Receiver does not send a Notice of Revision or Disallowance to a Claimant, in which case the Company, by the Receiver shall be deemed to have accepted such Claimant's Claim in the amount set out in that Claimant's Proof of Claim, or (ii) the Receiver does not receive a Notice of Claimant's Dispute or other application materials in accordance with paragraph 22 hereof where the Receiver issued a Notice of Revision or Disallowance to the Claimant; or (iii) the Receiver does not receive a Notice of Company's Dispute or other application materials in accordance with paragraph 23 hereof, or (iv) a Claim is resolved in accordance with paragraph 26 hereof, in which case the Claimant shall submit a revised Proof of Claim and the Company, by the Receiver shall be deemed to have accepted such Claimant's revised Claim in the amount set out in that Claimant's revised Proof of Claim.

## **SET-OFF**

53. The Company may set-off (whether by way of legal, equitable or contractual set-off) against a Claim of any Claimant any claims of any nature whatsoever that the Company may have against such Claimant, provided however that neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Company of any such claim that the Company may have against such Claimant.

## **NOTICE OF TRANSFEREES**

54. Subject to the terms of any subsequent Order of this Court, if, after the Receivership Date, the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Receiver nor the Company shall be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until actual notice of the transfer or assignment, as the case may be, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the Receiver in writing and thereafter such transferee or assignee shall for the purposes hereof constitute the Claimant in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Order prior to receipt and acknowledgement by the Receiver of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim takes the Claim subject to any rights of set-off to which the Company may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to the Company. Reference to transfer in this Order includes a transfer or assignment whether absolute or intended as security.

## **SERVICE AND NOTICE**

55. The Receiver may, unless otherwise specified by this Order, serve and deliver the Notice of Proposed Payment and General Claims Package, any letters, notices or other documents to Creditors, Claimants, or any other interested Person by forwarding true

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copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to such Persons at the physical or electronic address, as applicable, last shown on the books and records of the Company or set out in such Claimant's Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the fifth Business Day after the date of mailing; (ii) if sent by courier or personal delivery, on the next Business Day following the date of dispatch; and (iii) if delivered by facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day, and if delivered after 5:00 p.m. or on a day other than on a Business Day, on the following Business Day.

56. Any notice or communication required to be provided or delivered by a Creditor or Claimant to the Claims Officer under this Order shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery, or email addressed to:

The Bowra Group Inc.  
1411 TD Tower  
100088 – 102 Avenue NW  
Edmonton, AB T5J 2Z1

Attention: Nicole Carreau  
Phone: (780) 705-0488  
Email: [ncarreau@bowragroup.com](mailto:ncarreau@bowragroup.com)

57. Any such notice or communication delivered by a Creditor or Claimant shall be deemed to be received upon actual receipt thereof by the Claims Officer during normal business hours on a Business Day or if delivered outside of normal business hours, the next Business Day.
58. If during any period during which notices or other communications are being given pursuant to this Order a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary mail and then not received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work

stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this Order.

59. In the event this Order is later amended by further Order of the Court, the Receiver may post such further Order on the Receiver's Website and such posting shall constitute adequate notice to Creditor of such amended claim process.

## **GENERAL PROVISIONS**

60. All references as to time herein shall mean local time in Edmonton, Alberta, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.
61. The Claims Officer is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any forms delivered hereunder are completed and executed and the time in which they are submitted, and may, where they are satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order, including in respect of the completion, execution and time of delivery of such forms, and may request any further documentation from a Claimant that the Company or the Claims Officer may require in order to enable them to determine the validity of a Claim.
62. Any Claim denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon exchange rate in effect at the Receivership Date.
63. Notwithstanding the terms of this Order, the Receiver 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 replace any term of this Order.
64. The Receiver, whether in that capacity or in its capacity as the Claims Officer, or Company is at liberty to apply to the Court for such further advice, assistance and direction as may be necessary to give full effect to the terms of this Order.
65. Service of this Order shall be deemed good and sufficient by:

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- (a) Serving the same on:
    - (i) The persons listed on the service list created in these proceedings;
    - (ii) any other person served with notice of the application for this Order; and
    - (iii) any other parties attending or represented at the application for this Order.
  - (b) Posting a copy of this Order on the Receiver's website established in these proceedings.
66. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

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Justice of the Court of Queen's Bench of Alberta

**SCHEDULE "A"**

**GENERAL NOTICE TO CLAIMANT**

**IN THE MATTER OF THE RECEIVERSHIP OF SHAMROCK VALLEY  
ENTERPRISES LTD. (the "Company")  
Court of Queen's Bench of Alberta Court File No.: 2103 10970**

TAKE NOTICE that on July 30, 2021, pursuant to an Order granted by Honourable Justice J.T. Nielson of the Court of Queen's Bench of Alberta in Court File No. 2103 10970 (the "**Receivership Proceedings**"), the Bowra Group Inc. was appointed receiver of the assets, property and undertakings of the Company (the "**Receiver**");

TAKE NOTICE that as part of the Receivership Proceedings, the Court of Queen's Bench of Alberta has ordered that a Claims Process be initiated in order that all claims against the Company can be determined, with the Receiver appointed as the Claims Officer (the "**Claims Process Order**")

**Only a Creditor who establishes their claim against the Company in accordance with the Claims Process will be entitled to receive a distribution on account of such claim against the Company.**

The Claims Process Order granted by the Honourable Justice S.D. Hillier on May 3, 2022, as well as all relevant instructions and documents related to the Claims Process, including the Proof of Claim form, can be obtained from the Receiver's webpage located at <https://www.bowragroup.com/client/shamrock-valley-enterprises-ltd/> or by contacting the Claims Officer at the following:

The Bowra Group Inc.  
1411 TD Tower  
100088 – 102 Avenue NW  
Edmonton, AB T5J 2Z1  
Attention: Nicole Carreau  
Phone: (780) 705-0488  
Email: ncarreau@bowragroup.com

The deadline for a creditor Claimant to submit a Proof of Claim, if required under the Claims Process, in respect of any claim it has, or believes it has, against the Company is **4:00 p.m. (Edmonton Time), June 30, 2022 (the "Claims Bar Date")**.

**PURSUANT TO THE CLAIMS PROCESS ORDER, CLAIMS WHICH ARE NOT SUBMITTED TO THE CLAIMS OFFICER BY WAY OF PROOF OF CLAIM ON OR BEFORE THE CLAIMS BAR DATE WILL BE FOREVER BARRED AND CLAIMANTS HOLDING SUCH CLAIMS WILL BE FOREVER BARRED FROM MAKING OR ENFORCING ANY CLAIM AGAINST THE COMPANY AND THE CLAIM SHALL BE FOREVER RELEASED AND EXTINGUISHED.**

**SCHEDULE "B"**

**(PROOF OF CLAIM)**

COURT FILE NUMBER: 2103 10970  
COURT: COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE: EDMONTON  
PLAINTIFF: CANADIAN WESTERN BANK  
DEFENDANT: SHAMROCK VALLEY ENTERPRISES LTD.  
DOCUMENT: **CLAIMS PROCESS ORDER**

**PROOF OF CLAIM**

*Please read carefully the instructions accompanying this Proof of Claim. Please print legibly.*

---

Full Name of Claimant: \_\_\_\_\_  
(the "Claimant")

Full Mailing Address of Claimant: \_\_\_\_\_  
(All notices and correspondence  
regarding your Claim will be  
forwarded to this address

Fax No. \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Email: \_\_\_\_\_  
Attention: \_\_\_\_\_

**CERTIFICATION AS TO CLAIM**

I do hereby certify that *(please see notes below for further instructions)*:

1. I am a creditor, or representative of a creditor, of Shamrock Valley Enterprises Ltd. (the "**Company**");
2. I have knowledge of all of the circumstances connected with the claim referred to in this form.
3. As of this date, the Company was, and still is, indebted to the Claimant in the amount of Cdn. \$[ ] including contract interest and charges (the "**Claim**").
4. A description of the basis on which the Claim arose is as follows:
  
5. I attach the following documents which support the Claim and any claim for contractual interest or other charges.
  - (a)
  - (b)
  - (c)

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Please Print Name)

## Instructions for Completion of Proof of Claim:

- Ensure that you complete the full name and delivery address, including fax number and/or e-mail address, of the creditor making the claim.
- The Proof of Claim is incomplete unless you include a statement and description of the claim (item 4) and attach all supporting documents including statements of accounts and/or invoices in support (item 5). The supporting documents must show the date, number and value of all invoices or charges, and must conform to the amount of the Claim as set out in item 3.
- The Proof of Claim is incomplete unless it is signed and dated by you.
- The signed and completed Proof of Claim, together with all supporting documents, must be returned to the Receiver, The Bowra Group Inc., at the following address on or before **4:00 p.m. (Edmonton Time), June 30, 2022:**

The Bowra Group Inc.  
1411 TD Tower  
100088 – 102 Avenue NW  
Edmonton, AB T5J 2Z1

Attention: Nicole Carreau  
Phone: (780) 705-0488  
Email: ncarreau@bowragroup.com

- Pursuant to the order of the Honourable Justice S.D. Hillier, pronounced in the above noted proceedings on May 3, 2022, and as may be amended, restated, or supplemented from time to time (the “**Claims Process Order**”), the Receiver, in its capacity as the Claims Officer appointed thereunder, is entitled to disallow your Proof of Claim in whole or in part. If your Proof of Claim is disallowed in whole or in part, the Claims Officer will send you a Dispute Notice along with particulars as to how you may dispute the Dispute Notice. If you do not receive a Dispute Notice in accordance with the timelines set out in the Claims Process Order, the Claims Officer has accepted your Proof of Claim.
- **PLEASE CONTACT THE RECEIVER AT THE ADDRESS AND E-MAIL SET OUT ABOVE IF YOU HAVE ANY QUESTIONS ABOUT COMPLETING YOUR PROOF OF CLAIM. ANY FAILURE TO PROPERLY COMPLETE OR RETURN YOUR PROOF CLAIM TO THE RECEIVER AT THE ABOVE ADDRESS BY 4:00 P.M. (EDMONTON TIME) ON JUNE 30, 2022 WILL RESULT IN YOUR CLAIM BEING EXTINGUISHED WITHOUT ANY FURTHER ENTITLEMENT TO RECOVER YOUR CLAIM FROM THE COMPANY.**

**SCHEDULE "C"**

**NOTICE OF REVISION OR DISALLOWANCE**

COURT FILE NUMBER: 2103 10970  
COURT: COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE: EDMONTON  
PLAINTIFF: CANADIAN WESTERN BANK  
DEFENDANT: SHAMROCK VALLEY ENTERPRISES LTD.  
DOCUMENT: **CLAIMS PROCESS ORDER**

**NOTICE OF REVISION OR DISALLOWANCE**

Name of Claimant: \_\_\_\_\_

Pursuant to the Claims Process Order made herein on May 3, 2022, the Bowra Group Inc. (the "**Claims Officer**") on behalf of Shamrock Valley Enterprises Ltd. (the "**Company**") gives you notice that your Proof of Claim has been reviewed and the Claims Officer has revised or disallowed your Proof of Claim for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you wish to object to the Notice of Revision or Disallowance, you must, by August 15, 2022, deliver a Notice of Dispute in the enclosed form to the address below:

To the Claims Officer:

The Bowra Group Inc.  
1411 TD Tower  
100088 – 102 Avenue NW  
Edmonton, AB T5J 2Z1

Attention: Nicole Carreau  
Phone: (780) 705-0488  
Email: [ncarreau@bowragroup.com](mailto:ncarreau@bowragroup.com)

To the Company:

Duncan Craig LLP  
2800 Scotia Place  
10060 Jasper Ave  
Edmonton, AB T5J 3V9

Attention: Ryan Quinlan  
Email: rquinlan@dcllp.com

**You must further, within 10 days of delivery of the Notice of Dispute, file and serve on counsel of record for the Claims Officer and the Company in this action a Notice of Application returnable in the within proceedings naming the Company as respondent along with affidavit materials in support of the validity of that portion of the Claimant's Claim that was disallowed by the Claims Officer, the hearing of such application to be on a date agreed upon by the parties to the application and subject to the Court's availability.**

**If you do not deliver a completed Notice of Dispute or file and serve the Notice of Application and supporting affidavit(s) within the time limits set out herein, your Claim shall be conclusively deemed to be as set out in this Notice of Revision or Disallowance.**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**THE BOWRA GROUP INC.**

In its capacity as Court appointed Receiver/Manager  
of the Company and Claims Officer, and not in its personal capacity

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE "D"**

**NOTICE OF CLAIMANT'S DISPUTE**

COURT FILE NUMBER: 2103 10970  
COURT: COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE: EDMONTON  
PLAINTIFF: CANADIAN WESTERN BANK  
DEFENDANT: SHAMROCK VALLEY ENTERPRISES LTD.  
DOCUMENT: **CLAIMS PROCESS ORDER**

**NOTICE OF CLAIMANT'S DISPUTE**

TO: The Bowra Group Inc.  
1411 TD Tower  
100088 – 102 Avenue NW  
Edmonton, AB T5J 2Z1  
  
Attention: Nicole Carreau  
Phone: (780) 705-0488  
Email: ncarreau@bowragroup.com

AND TO: Duncan Craig LLP  
2800 Scotia Place  
10060 Jasper Ave  
Edmonton, AB T5J 3V9  
  
Attention: Ryan Quinlan  
Email: rquinlan@dcllp.com

Full Name of Claimant: \_\_\_\_\_ (the "**Claimant**")

This is to advise that the Claimant is in receipt of the Notice of Revision or Notice of Disallowance issued by the Claims Officer in these proceedings and that the Claimant disputes such Notice.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Please Print Name)

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**SCHEDULE "E"**

**NOTICE OF PROPOSED PAYMENT**

COURT FILE NUMBER: 2103 10970  
COURT: COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE: EDMONTON  
PLAINTIFF: CANADIAN WESTERN BANK  
DEFENDANT: SHAMROCK VALLEY ENTERPRISES LTD.  
DOCUMENT: **CLAIMS PROCESS ORDER**

**NOTICE OF PROPOSED PAYMENT**

Name of Claimant: \_\_\_\_\_

Pursuant to the Claims Process Order made herein on May 3, 2022, the Claims Officer appointed thereunder, The Bowra Group Inc. gives you notice that you have been identified as having a Claim against the Shamrock Valley Enterprises Ltd. (the "**Company**"). The Company, by the Receiver, proposes to pay the sum of \$\_\_\_\_\_ in full and final satisfaction of the Claim.

If you wish to object to this Notice of Proposed Payment, you must, by June 30, 2022, deliver a Notice of Dispute to the address below:

To the Claims Officer:

The Bowra Group Inc.  
1411 TD Tower  
100088 – 102 Avenue NW  
Edmonton, AB T5J 2Z1

Attention: Nicole Carreau  
Phone: (780) 705-0488  
Email: [ncarreau@bowragroup.com](mailto:ncarreau@bowragroup.com)

To the Company:

Duncan Craig LLP  
2800 Scotia Place  
10060 Jasper Ave

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Edmonton, AB T5J 3V9

Attention: Ryan Quinlan  
Email: rquinlan@dcllp.com

**You must further, within 10 days of delivery of the Notice of Dispute, file and serve on counsel of record for the Claims Officer and the Company in this action a Notice of Application returnable in the within proceedings naming the Company as respondent along with affidavit materials in support of the validity of that portion of the Claimant's Claim that was disallowed by the Claims Officer, the hearing of such application to be on a date agreed upon by the parties to the application and subject to the Court's availability.**

**If you do not object to this Notice of Proposed Payment in the manner set out above, the Claim shall be deemed to be as set out in this Notice of Proposed Payment, and upon payment of that amount the Claim shall be conclusively deemed to be satisfied in full.**

**DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**THE BOWRA GROUP INC.**

In its capacity as Court appointed Receiver/Manager  
of the Company and Claims Officer, and not in its personal capacity

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule “D”**

**Service List**

<b>PARTY</b>	<b>REPRESENTATIVE</b>	<b>METHOD OF SERVICE</b>
Canadian Western Bank  <i>Plaintiff</i>	McLennan Ross LLP Suite 600 McLennan Ross Bldg 12220 Stony Plain Road Edmonton, AB T5N 3Y4  Attention: Charles P. Russell, Q.C.  Phone: (780) 482-9115 Fax: (780) 733-9757	<a href="mailto:crussell@mross.com">crussell@mross.com</a>
Shamrock Valley Enterprises Ltd. 695458 Alberta Ltd. Murry Ronald Nielsen Lisa Marie Nielsen  <i>Defendants</i>	Emery Jamieson LLP 2400 MNP Tower 10235 – 101 Street NW Edmonton, Alberta T5J 3G1  Attention: Kyle R. Kawanami  Phone: (780) 426-5220 Fax: (780) 420-6277	<a href="mailto:kkawanami@emeryjamieson.com">kkawanami@emeryjamieson.com</a>

<b>PARTY</b>	<b>REPRESENTATIVE</b>	<b>METHOD OF SERVICE</b>
Murry Nielsen  <i>Defendant</i>	Duncan Craig LLP 2800Scotia Place, 10060 Jasper Avenue Edmonton, AB T5J 3V9  <b>Attention: Ryan Quinlan</b>  Phone: (780)441-4336 Fax: (780)428-9683	rquinlan@dc1lp.com
The Bowra Group Inc.  <i>Proposed Receiver</i>	The Bowra Group Inc. 1411 TD Tower 10088 – 102 Avenue Edmonton, AB T5J 2Z1  <b>Attention: Douglas Chivers and  Kristin Gray</b>  Phone: (780) 705-1717  <i>Counsel:</i>  Parlee McLaws LLP 1700 Enbridge Centre 10175-101 Street NW Edmonton; Alberta; T5J 0H3  <b>Attention: Jeremy H. Hockin, Q.C.  and Steven A. Rohatyn</b>  Phone: (780) 423-8532 Fax: (780) 423-2870	dchivers@bowragroup.com  kgray@bowragroup.com    jhockin@parlee.com srohatyn@parlee.com

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PARTY	REPRESENTATIVE	METHOD OF SERVICE
CWB National Leasing Inc. <i>Creditor</i>	CWB National Leasing Inc. 1525 Buffalo Place Winnipeg, MB R3T 1L9  Phone: (204) 954-9000 Fax: (204) 954-9099	Courier/Registered mail
Business Development Bank of Canada <i>Creditor</i>	Business Development Bank of Canada Box 6, 505 Burrard Street Vancouver, BC V7X 1M3  Attention: Lawrence Lee  Phone: (604) 6582920 Fax: (604) 666-7251  <i>Counsel:</i>  Bishop & McKenzie LLP Barristers & Solicitors 2300, 10180 – 101 Street NW Edmonton, AB T5J 1V3  Attention: Robert A. Farmer  Phone: (780) 426-5550 (Office or direct?) Fax: (780)426-1305	<a href="mailto:Lawrence.Lee@bdc.ca">Lawrence.Lee@bdc.ca</a>           <a href="mailto:rfarmer@bmllp.ca">rfarmer@bmllp.ca</a>

<b>PARTY</b>	<b>REPRESENTATIVE</b>	<b>METHOD OF SERVICE</b>
Wells Fargo Equipment Finance Company <i>Creditor</i>	Wells Fargo Equipment Finance Company 2550 Victoria Park Avenue, Suite 700 Toronto, ON M2J 5A9  and  Wells Fargo Equipment Finance Company 1290 Central Parkway W, Suite 1100 Mississauga, ON L5C 4R3	Courier/Registered mail       Courier/Registered mail
Travelers Leasing Ltd. <i>Creditor</i>	Travelers Leasing Ltd. 500 - 4180 Lougheed Highway Burnaby, BC V5C6A7	Courier/Registered mail
Ford Credit Canada Company <i>Creditor</i>	Ford Credit Canada Company Po Box 2400 Edmonton, AB T5J 5C7	Courier/Registered mail
John Deere Financial Inc. <i>Creditor</i>	John Deere Financial Inc. 3430 Superior Court Oakville, ON L6L 0C4	Courier/Registered mail
Bank Of Montreal <i>Creditor</i>	Bank of Montreal 5750 Explorer Drive Mississauga, ON L4W 0A9	Courier/Registered mail
LBEL Inc. <i>Creditor</i>	LBEL Inc. 5035 South Service Road Burlington, ON L7R 4C8	Courier/Registered mail

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PARTY	REPRESENTATIVE	METHOD OF SERVICE
<p>Caterpillar Financial Services Limited</p> <p><i>Creditor</i></p>	<p>Caterpillar Financial Services Limited 1122 International Boulevard, 4<sup>th</sup> Floor Burlington, ON L7L 6Z8</p> <p>Attn: Sherry Pottie and Megan Greene</p>	<p>Sherry.Pottie@cat.com</p> <p>megan.greene@cat.com</p>
<p>Komatsu International (Canada) Inc.</p> <p><i>Creditor</i></p>	<p>Komatsu International (Canada) Inc. 3755 Boul Matte, Suite E Brossard, QC J4Y 2P4</p>	<p>Courier/Registered mail</p>
<p>de Lage Landen Financial Services Canada Inc.</p> <p><i>Creditor</i></p>	<p>de Lage Landen Financial Services Canada Inc. 3450 Superior Court, Unit 1 Oakville, ON L6L 0C4</p>	<p>Courier/Registered mail</p>
<p>Synergy Credit Union Ltd.</p>	<p>Synergy Credit Union Ltd. 101, 4908 – 42 Street Lloydminster, SK S9V 0E5</p> <p><i>Counsel</i></p> <p>PSM Lawyers 5009 – 47 Street Po Box 20 Stn Main Lloydminster, SK S9V 0X9</p> <p>Attention: Jeffrey D. Kerr</p> <p>Phone: (780)875-2288 Facsimile: (780)875-3479</p>	<p><a href="mailto:Ashley.Nygren@synergycu.ca">Ashley.Nygren@synergycu.ca</a></p> <p><a href="mailto:jeff@psmlaw.ca">jeff@psmlaw.ca</a></p>

<b>PARTY</b>	<b>REPRESENTATIVE</b>	<b>METHOD OF SERVICE</b>
<p>Essex Lease Financial Corporation</p> <p><i>Creditor</i></p>	<p>Essex Lease Financial Corporation 10768 74th Street SE Calgary, AB T2C 5N6</p> <p>Attn: James Forrest Phone: (587) 228-3831 Fax: (403) 236-9076</p> <p><i>Counsel:</i></p> <p>Gowling WLG (Canada) LLP Suite 1600, 421 – 7 Avenue SW Calgary, AB T2P 4K9</p> <p>Attention: Elizabeth Burton Stephen Kroeger</p> <p>Phone: (403) 298-1018</p>	<p><a href="mailto:jforrest@elfc.ca">jforrest@elfc.ca</a></p> <p><a href="mailto:Stephen.kroeger@gowlingwl.com">Stephen.kroeger@gowlingwl.com</a></p> <p><a href="mailto:Elizabeth.Burton@gowlingwl.com">Elizabeth.Burton@gowlingwl.com</a></p>



PARTY	REPRESENTATIVE	METHOD OF SERVICE
<p>T "N" T Tank &amp; Trailer Repair Limited Partnership</p> <p>and</p> <p>Servus Credit Union</p> <p><i>Creditor</i></p>	<p>T "N" T Tank &amp; Trailer Repair Limited Partnership            PO Box 10676 RPO 10            Lloydminster, AB T9V 3A7</p> <p>Phone: (780) 875-7667            Fax: (780) 875-1998</p> <p>and</p> <p>Servus Credit Union            151 Karl Clark Road            Edmonton, AB T6N 1H5</p>	<p>Courier/Registered mail</p>        <p>Courier/Registered mail</p>
<p>102125001 Saskatchewan Ltd.</p>	<p>Dentons Canada LLP            15<sup>th</sup> Floor, Bankers Court            850 – 2<sup>nd</sup> Street SW            Calgary, AB T2P 0R8</p> <p>Attn: John Regush            Phone: (403) 268-7086</p>	<p><a href="mailto:john.regush@dentons.com">john.regush@dentons.com</a></p>
<p>Cornerstone Co-operative</p>	<p>MLT Aikins LLP            2200, 10235 – 101 Street NW            Edmonton, AB T5J 3G1</p> <p>Attn: Mandi A. Deren-Dube            Phone: (780)969-3518</p>	<p><a href="mailto:mderen@dubemltaikins.com">mderen@dubemltaikins.com</a></p>

PARTY	REPRESENTATIVE	METHOD OF SERVICE
J. Corp Ventures Inc.	Ackroyd LLP 1500, 10665 Jasper Avenue Edmonton, AB T5J 3S9  <b>Attention: John P. Kudrinko</b>  Telephone: (780)412-2711 Fax: (780)423-8946	<a href="mailto:JKudrinko@ackroydlaw.com">JKudrinko@ackroydlaw.com</a>
Canada Revenue Agency	Surrey National Verification and Collection Centre Canada Revenue Agency 9755 King George Boulevard Surrey, BC V3T 5E1  Telephone: 1-866-891-7403 Facsimile: 1-833-697-2389	Via Facsimile