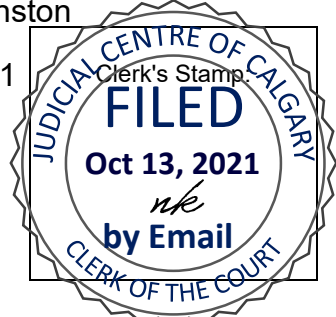




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Justice Johnston
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Oct 22, 2021

101824



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 **APPLICATION (SALE APPROVAL AND CLAIMS PROCESS)**

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
Fax Number: 403.508-4349
File No.: 0021752.00047

Counsel for the Applicant, MNP Ltd.

This application will be heard as shown below:

DATE: October 22, 2021
TIME: 2:00 p.m.
LOCATION: Calgary Courts Centre *VIA WEBEX* in Virtual Courtroom 60
<https://albertacourts.webex.com/meet/virtual.courtroom60>
BEFORE WHOM: The Honourable Justice B.B. Johnston

I. RELIEF SOUGHT

1. MNP Ltd., in its capacity as the Court-appointed receiver (the “**Receiver**”) of Alter NRG Corp. (“**Alter NRG**” or the “**Debtor**”), hereby seeks from this Court the issuance of the following Orders, providing for, among other things, the following:

An Approval and Vesting Order, substantially in the form attached as **Schedule “A”**:

- (a) an order to abridge the time for delivery and to deem service of this Application to be good and sufficient, if necessary;
- (b) approving the actions, conduct, and activities of the Receiver, as outlined in the First Report of the Receiver, dated July 5, 2021, the Second Report of the Receiver, dated October 12, 2021 (the “**Second Report**”), and the Confidential Supplement to the Second Report of the Receiver dated October 12, 2021 (the “**Confidential Second Report**”);
- (c) approving the agreement of purchase and sale between the Receiver and Skyfuel Inc. (the “**Purchaser**”) in substantially the form as attached to the Second Report) (the “**Skyfuel APA**”) and the transactions contemplated thereby;
- (d) authorizing the Receiver to accept the offer to purchase (the “**Sale**”) from the Purchaser for the Property (as defined below) of the Debtor and to take all steps reasonably required to carry out the terms of the Skyfuel APA; and
- (e) vesting in the Purchaser all of Alter NRG’s interest in the Property described in the Skyfuel APA free and clear of any claims or encumbrances other than permitted encumbrances;

A Sealing Order, substantially in the form attached as **Schedule “B”**:

- (f) temporarily sealing the Confidential Second Report until the filing of the Receiver’s Closing Certificate (as defined in the Approval and Vesting Order);

A Claims Procedure Order, in the form attached as **Schedule “C”**:

- (g) approving a Claims Procedure Order setting out a claims process for determining any and all claims of all creditors of the Debtor; and
- (h) such further and other relief as may be sought by the Receiver and granted by this Honourable Court.

2. Capitalized terms used herein but not defined bear the same meaning as set forth in the First Report, the Second Report, and the Confidential Second Report.

3. On April 29, 2021, Aleksander Gorodetsky, Bruce Leonard, and Kenneth Willis applied for and obtained an order (the “**Receivership Order**”) appointing the Receiver over the Debtor’s assets, undertakings, and properties (collectively, the “**Property**”).
4. On July 16, 2021, an Order (the “**SSP Order**”) was granted approving a sale and solicitation process (“**SSP**”) in order to facilitate a process to solicit bids for the Property.

Sales Process

5. The SSP was conducted in accordance with the SSP Order using the following estimated deadlines:

Milestones	Estimated deadlines
Issuance of a teaser and non-disclosure agreement	July 19, 2021
Issuance of a CIM upon receipt of a non-disclosure agreement	Beginning July 19, 2021
Due diligence period for potential bidders	July 19, 2021 - August 30, 2021
Deadline for receipt of offers	August 30, 2021
Selection of successful offeror(s)	September 3, 2021
Closing of transaction (dependant on timing of any required Court approval)	September 30, 2021

6. The SSP was conducted in accordance with the timelines above and following the August 30, 2021 deadline for receipt of offers, the Receiver received 4 offers to purchase the Property.
7. The highest and best offer was submitted by Harvest International New Energy Co., Ltd. (the “**Harvest Offer**”). The Harvest Offer included a provision stating that the purchaser could be substituted with a Harvest affiliate. On September 17, 2021, Harvest International New Energy Co., Ltd. notified the Receiver that it had elected to substitute the purchasing entity to Skyfuel Inc.
8. The Property has been sufficiently exposed to the market and the Receiver does not believe that a superior offer would be received if the Property was listed for a longer period of time. As a result, the Receiver supports the acceptance of the Harvest Offer.

The Sealing Order

9. The Confidential Second Report contains and discuss matters of a highly sensitive commercial nature, and their publication could result in serious commercial damage to the

Debtor's estate and the Purchaser and could prejudice any future sales process, in the event that the Transaction does not close, to the detriment of the Debtor's stakeholders.

10. The Sealing Order is the least restrictive and prejudicial alternative to prevent the dissemination of commercially sensitive information about the Transaction, the Purchaser, the Property and the respective stakeholders.
11. It is fair and just in the circumstances to temporarily restrict public access to the Confidential Second Report.

Approval of Activities

12. The Receiver has diligently administered the Debtor's estate since its appointment on April 29, 2021.
13. Among other activities, the Receiver carried out various marketing and advertising activities in relation to the proposed sale of the Property resulting in the Harvest Offer.
14. The Receiver's activities, conduct, and actions are reasonable in the circumstances.

The Claims Process

15. A claims process is necessary for determining any and all secured and unsecured claims of creditors of the Debtor.
16. The Receiver is not presently aware of any secured claims against the Debtor.
17. Alter NRG's creditors will submit Proofs of Claim in respect of their claims and those claims will be accepted, revised, or disallowed, and subsequently (if appealed) adjudicated upon.
18. The proposed claims process is fair and reasonable and in the best interests of the creditors and stakeholders of the Debtor.

Affidavit or other evidence to be used in support of this application:

19. The First Report of the Receiver dated July 5, 2021.
20. The Second Report of the Receiver dated October 12, 2021.
21. The Confidential Supplement to the Second Report of the Receiver dated October 12, 2021.
22. Such further information as counsel may advise and as this Honourable Court may permit.

Applicable Acts and Regulations:

23. *Alberta Rules of Court*, Alta Reg 124/2010.

24. *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3.

Any Irregularity Complained of or Objection Relied on:

25. None

How the Application is proposed to be heard or considered:

26. In person via Webex.

WARNING

You are named as a respondent because you have made or are expected to make an adverse claim in respect of this application. If you do not come to Court either in person or by your lawyer, the Court may make an order declaring you and all persons claiming under you to be barred from taking any further proceedings against the Applicant and against all persons claiming under the Applicant. You will be bound by any order that the Court makes, or another order might be given or other proceedings taken which the Applicant is/are entitled to make without any further notice to you. If you want to take part in the 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"

Proposed Form of Sale Approval Order

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-

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ACT*, RSA 2000, c J-2

APPLICANT MNP LTD.

DOCUMENT **ORDER (SALE APPROVAL)**

ADDRESS FOR
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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
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 sale

transaction (the "**Transaction**") contemplated by an asset purchase agreement (the "**Sale Agreement**") between the Receiver and Skyfuel Inc. (the "**Purchaser**") appended to the Second Report of the Receiver dated October 12, 2021 (the "**Second Report**"), and vesting in the Purchaser (or its nominee) the Debtor's right, title, and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

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 "**First Report**"), the Second Report, the Confidential Supplement to the Second Report of the Receiver dated October 12, 2021 (the "**Confidential Second Report**"), 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 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.

APPROVAL OF RECEIVER'S ACTIVITIES

2. The Receiver, as outlined in the First Report, the Second Report, and the Confidential Second Report, has acted reasonably and in good faith during the administration of the receivership.
3. The Receiver's Activities, as outlined in the First Report, the Second Report, and the Confidential Second Report, are hereby ratified and approved.

APPROVAL OF TRANSACTION

4. The Transaction is hereby approved and execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may

deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).

VESTING OF PROPERTY

5. Upon delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Closing Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets as defined in the Sale Agreement including the patents listed in **Schedule "B"** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:
 - a. any encumbrances or charges created by the Receivership Order;
 - b. any charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act (Alberta) or any other personal property registry system;
 - c. any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
 - d. those Claims listed in **Schedule "C"** hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "D"** (collectively, "**Permitted Encumbrances**"))

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

6. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing 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 convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:
 - a. the Registrar of the Alberta Personal Property Registry (the "**PPR Registrar**") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
7. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
8. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.

9. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
10. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.
11. Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta Employment Standards Code, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.
12. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely

and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

13. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
14. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
15. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
16. Pursuant to clause 7(3)(c) of the Personal Information Protection and Electronic Documents Act (Canada) and section 20(e) of the Alberta Personal Information Protection Act, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtor was entitled.
17. Notwithstanding:
 - a. the pendency of these proceedings and any declaration of insolvency made herein;
 - b. the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act, R.S.C. 1985, c.B-3, as amended

(the "BIA"), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;

- c. any assignment in bankruptcy made in respect of the Debtor; and
- d. the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, 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, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

- 18. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
- 19. This Honourable Court hereby requests the aid and recognition of any court, tribunal, 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 order 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 or to assist the Receiver and its agents in carrying out the terms of this Order.
- 20. Service of this Order shall be deemed good and sufficient by:
 - a. Serving the same on:

- i. the persons listed on the service list created in these proceedings;
- ii. any other person served with notice of the application for this Order;
- iii. any other parties attending or represented at the application for this Order;
- iv. the Purchaser or the Purchaser's solicitors; and

- b. Posting a copy of this Order on the Receiver's website at:
<https://mnpdebt.ca/en/corporate/corporate-engagements/alter-nrg-corp>

and service on any other person is hereby dispensed with.

21. 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.

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

SCHEDULE "A"

FORM OF RECEIVER'S CERTIFICATE

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
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IN THE MATTER OF SECTION 85 OF THE *CIVIL
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-and-

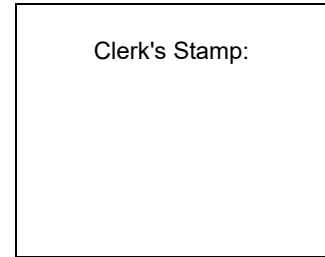
IN THE MATTER OF SECTION 13(2) OF THE *JUDICATURE
ACT*, RSA 2000, c J-2

APPLICANT MNP LTD.

DOCUMENT **RECEIVER'S CERTIFICATE**

ADDRESS FOR
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PARTY FILING THIS
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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



RECITALS

- A. Pursuant to an Order of the Honourable Justice K.M. Eidsvik of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated April 29, 2021, MNP Ltd. was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of Alter NRG Corp. (the "**Debtor**").
- B. Pursuant to an Order of the Court dated October 22, 2021, the Court approved the agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and Skyfuel Inc. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase

Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ on _____, 2021.

MNP Ltd., in its capacity as Receiver of the undertakings, property and assets of Alter NRG Corp., and not in its personal capacity.

Per: _____

Name:

Title:

SCHEDULE "B"

PURCHASED ASSETS

Appendix A - Assets Included in Sale
Alter NRG Corp. Patent List

Title	Patent No.	Country	Application No.	Filing Date	Publication No.	Publication Date	Patent Date	Expiration Date	Status
PROCESS AND APPARATUS FOR TREATMENT OF INCINERATOR BOTTOM ASH AND FLY ASH (2011WP2NP)	9,314,655 B2	United States of America	13/445,255	12-Apr-2012	US-2012-0264995-A1	18-Oct-2012	16-Apr-2016	18-Oct-2032	Revivable
PROCESS AND APPARATUS FOR TREATMENT OF INCINERATOR ASH (2011WP2NP/CT/CN/HK)	HK1195281	Hong Kong	14/108701.7	26-Aug-2014	1195281A	07-Nov-2014	21-Sep-2018	12-Apr-2032	Granted
PROCESS AND APPARATUS FOR TREATMENT OF INCINERATOR BOTTOM ASH AND FLY ASH (2011WP2NP/DIV) (CLAIMS 15-30)	9,468,787 B2	United States of America	14/565,277	30-Dec-2014	US-2015-0112114-A1	23-Apr-2015	18-Oct-2016	12-Apr-2032	Granted
PROCESS AND APPARATUS FOR TREATMENT OF INCINERATOR ASH (2011WP2NP/PT/CN)	ZL201290018309.2	China (People's Republic)	CN201290018309.2	12-Apr-2012	CN103608115A	26-Feb-2014	31-Oct-2017	12-Apr-2032	Granted
PROCESS AND APPARATUS FOR TREATMENT OF INCINERATOR BOTTOM ASH AND FLY ASH (2011WP2NP/CN)	9,669,248 B2	United States of America	14/565,408	30-Dec-2014	US-2015-0112115-A1	23-Apr-2015	06-Jun-2017	28-May-2032	Granted
SYSTEM AND PROCESS FOR UPGRADING HEAVY HYDROCARBONS (2007WP1)	7,632,394 B2	United States of America	11/807,436	29-May-2007	US-2008-0299019-A1	04-Dec-2008	15-Dec-2009	05-Feb-2028	Granted
SYSTEM AND PROCESS FOR UPGRADING HEAVY HYDROCARBONS (2007WP1D)	8,052,946 B2	United States of America	12/569,657	27-Oct-2009	US-2010-0215554-A1	26-Aug-2010	08-Nov-2011	12-Feb-2028	Granted
PLASMA GASIFICATION REACTOR (2008WP2/WP3/WP4 PCT/AU)	2010213982	Australia	2010-213982	04-Feb-2010			14-May-2015	04-Feb-2030	Granted
PLASMA GASIFICATION REACTOR (2008WP2/WP3/WP4 PCT/CA)	2,751,859	Canada	2,751,859	08-Aug-2011	2751859	19-Aug-2010	31-Jul-2018	04-Feb-2030	Granted
PLASMA GASIFICATION REACTOR (2008WP2/WP3/WP4 PCT/CN)	ZL201080007559.7	China (People's Republic)	CN201080007559.7	04-Feb-2010	CN102316974A	11-Jan-2012	29-Jul-2015	04-Feb-2030	Granted
PLASMA GASIFICATION REACTOR (2008WP4)	9,222,038 B2	United States of America	12/378,184	11-Feb-2009	US-2010-0199560-A1	12-Aug-2010	29-Dec-2015	28-Mar-2033	Granted
PLASMA GASIFICATION REACTOR (2008WP2/WP3/WP4 PCT/CA DIV)		Canada	3,008,823	19-Jun-2018					Reinstate
PLASMA GASIFICATION REACTOR (2008WP2/WP3/WP4 HK)	HK1164778	Hong Kong	12/105575.8	07-Jun-2012	1164778A	28-Sep-2012	24-Jun-2016	04-Feb-2030	Granted
PLASMA GASIFICATION REACTOR (2008WP2/WP3/WP4 PCT/AU DIV)	2015202017	Australia	2015-202017	21-Apr-2015			25-Aug-2016	08-Dec-2016	04-Feb-2030
PLASMA GASIFICATION REACTORS WITH MODIFIED CARBON BEDS AND REDUCED COKE REQUIREMENTS (2010WP1DV1)	9,222,026 B2	United States of America	13/803,107	14-Mar-2013	US-2013-0192970-A1	01-Aug-2013	29-Dec-2015	30-Sep-2031	Granted
PLASMA GASIFICATION REACTORS WITH MODIFIED CARBON BEDS AND REDUCED COKE REQUIREMENTS (2010WP1DV2)	9,656,915 B2	United States of America	14/820,804	07-Aug-2015	US-2015-0344793-A1	03-Dec-2015	23-May-2017	06-Jan-2032	Granted
PLASMA GASIFICATION REACTORS WITH MODIFIED CARBON BEDS AND REDUCED COKE REQUIREMENTS (2010WP1NP/PCT/SG DIV)		Singapore	SG10201602951X	14-Apr-2016			29-Jun-2016		Revivable
ENHANCED PLASMA GASIFIERS FOR PRODUCING SYNGAS (2011WP1NP/PCT/EP)	EP2670823	European Patent Convention	12701402.5	12-Jan-2012	EP2670823	11-Dec-2013	04-Jul-2018	12-Jan-2032	Granted
PROCESS FOR PRODUCING SYNGAS USING PLASMA GASIFIERS (2011WP1NP/DIV) (CLAIMS 19-24)	9,540,579 B2	United States of America	14/631,214	25-Feb-2015	US-2015-0166914-A1	16-Jun-2015	10-Jan-2017	19-Mar-2032	Granted
ENHANCED PLASMA GASIFIERS FOR PRODUCING SYNGAS (2011WP1NP/PCT/SG DIV)		Singapore	SG10201600852T	03-Feb-2016			30-Mar-2016		Published
SYNGAS PRODUCED BY PLASMA GASIFICATION (075052P/PCT/EP)	EP2638130	European Patent Convention	11 785 259.0	10-Nov-2011	EP2638130	18-Sep-2013	06-Jun-2018	10-Nov-2031	Granted
SYNGAS PRODUCED BY PLASMA GASIFICATION (075052P/PCT/RU)	2572998	Russian Federation	2013126521	10-Nov-2011	2013126521	20-Dec-2014	16-Dec-2015	10-Nov-2031	Granted
START-UP TORCH	9,674,770 B2	United States of America	13/860,882	11-Apr-2013	US-2013-0273480-A1	17-Oct-2013	21-Feb-2017	24-Nov-2033	Granted
START-UP TORCH	ZL201380025691.X	China (People's Republic)	CN201380025691.X	16-Apr-2013	CN104302997A	21-Jan-2015	03-May-2017	16-Apr-2033	Granted
START-UP TORCH		India	2153/KOLNP/2014	16-Apr-2013					Pending
START-UP TORCH	HK1205243	Hong Kong	15105587.1	12-Jun-2015	1205243A	11-Dec-2015	04-May-2018	16-Apr-2033	Granted
METHOD AND APPARATUS FOR FEEDING MUNICIPAL SOLID WASTE TO A PLASMA GASIFIER REACTOR (0797Z)	9,656,863	United States of America	13/721,946	20-Dec-2012	US-2014-0175335-A1	26-Jun-2014	23-May-2017	20-Dec-2032	Granted

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](#)

~~PLAINTIFF~~ [APPLICANT](#)
~~DEFENDANT~~

[MNP LTD.](#)

DOCUMENT

[ORDER \(SALE APPROVAL ~~AND VESTING ORDER~~\)](#)

~~(Sale by Receiver)~~

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

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[File No.: 0021752.00047](#)

DATE ON WHICH ORDER WAS PRONOUNCED:

[OCTOBER 22, 2021](#)

LOCATION ~~WHERE ORDER WAS PRONOUNCED~~ OF HEARING OR TRIAL:
CALGARY, ALBERTA

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

UPON THE APPLICATION by ~~[Receiver's Name]~~ of MNP Ltd. filed October 12, 2021 (the "Application") in its capacity as the Court-appointed ~~[receiver/receiver and manager]~~ (the "Receiver") of the undertakings, property and assets of ~~[Debtor]~~ (the "Debtor") for an order 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 sale transaction (the "**Transaction**") contemplated by an asset purchase agreement ~~of purchase and sale~~ (the "**Sale Agreement**") between the Receiver and ~~[Name of Purchaser]~~ Harvest International New Energy Co., Ltd. (the "Purchaser") dated ~~[Date]~~ and appended to the Second Report of the Receiver dated ~~[Date]~~ October 12, 2021 (the "Second Report"), and vesting in the Purchaser (or its nominee) [†]the Debtor's right, title, and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the Application, the Receivership Order ~~dated [Date]~~ granted by the Honourable Madam Justice K.M. Eidsvik on April 29, 2021 (the "Receivership Order"), the ~~Report~~ First Report of the Receiver dated July 5, 2021 (the "First Report"), the Second Report, the Confidential Supplement to the Second Report of the Receiver dated October 12, 2021 (the "Confidential Second Report"), 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, ~~the Purchaser [Names of other parties appearing], no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed~~ and all other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

[†]Ensure that there are no legal obstacles to the vesting of assets in a nominee (for example competition and anti-trust law). Should land be transferred and vested in a nominee, the Registrar of Land Titles requires the Purchaser to complete a Certificate of Nomination (which needs to be signed under seal if the Purchaser is a corporation. If the Purchaser is an individual, the signature needs to be witnessed with an affidavit of execution completed.)

SERVICE

1. Service of notice of this ~~application~~ 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. ²

APPROVAL OF RECEIVER'S ACTIVITIES

2. The Receiver, as outlined in the First Report, the Second Report, and the Confidential Second Report, has acted reasonably and in good faith during the administration of the receivership.
3. The Receiver's Activities, as outlined in the First Report, the Second Report, and the Confidential Second Report, are hereby ratified and approved.

APPROVAL OF TRANSACTION

4. ~~2-~~The Transaction is hereby approved³ and execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).

VESTING OF PROPERTY

5. ~~[Subject only to approval by the Alberta Energy Regulator ("Energy Regulator") of transfer of any applicable licenses, permits and approvals pursuant to section 24 of the Oil and Gas Conservation Act (Alberta) and section 18 of the Pipeline Act (Alberta)]~~⁴ upon Upon delivery of a Receiver's

² ~~Ensure that the application and supporting materials are served on all affected parties including those whose interests will be vested off.~~

³ ~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding. If supported by evidence, the following sentence could be added at the beginning of paragraph 2: "The Transaction and Sale Agreement are commercially reasonable and in the best interest of the Debtor and its stakeholders."~~

⁴ ~~This bracketed clause, paragraph 4(b) and the bracketed words at the end of paragraph 6 are included when the Purchased Assets include mineral interests in land.~~

certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule “A”** hereto (the **“Receiver’s Closing Certificate”**), all of the Debtor’s right, title and interest in and to the Purchased Assets ~~3. [as defined in the Sale Agreement including the patents~~ listed in **Schedule “B”**⁵ hereto] shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, **“Claims”**)⁶ including, without limiting the generality of the foregoing:

- a. ~~(a)~~ any encumbrances or charges created by the Receivership Order;
- b. ~~(b)~~ any charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act (Alberta) or any other personal property registry system;
- c. ~~(c)~~ any liens or claims of lien under the *Builders’ Lien Act* (Alberta); and
- d. ~~(d)~~ those Claims listed in **Schedule “C”** hereto (all of which are collectively referred to as the **“Encumbrances”**, which term shall not include the permitted

⁵ ~~To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule B.~~

⁶ ~~The “Claims” being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims may, in some cases, continue as against the net proceeds from sale of the claimed assets. In other cases, the ownership claimant may object to its ownership interest being vested out of the claimed assets. For example, it not clear that vesting orders can vest out overriding royalties or restrictive covenants which are interests in land. (In *Third Eye Capital Corp. v Dianor Resources Inc.*, 2018 ONCA 253 at paragraphs 108-130 the Ont. C.A. requested further argument regarding whether an overriding royalty which is an interest in land may nevertheless be vested out.) Similarly, other claimed rights, titles or interests may potentially be vested out if the Court is advised what rights are being affected and the affected persons are served. The Committee agrees with the view of the Ontario Committee that a non-specific vesting out of “rights, titles and interests” is vague and therefore undesirable.~~

encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule “D”** (collectively, **“Permitted Encumbrances”**))

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

6. 4. Upon delivery of the Receiver’s Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, **“Governmental Authorities”**) are hereby authorized, requested and directed to accept delivery of such Receiver’s Closing 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 convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

~~(a)⁷ the Registrar of Land Titles (“Land Titles Registrar”) for the lands defined below shall and is hereby authorized, requested and directed to forthwith:~~

~~(i) cancel existing Certificates of Title No. * for those lands and premises municipally described as *, and legally described as:~~

~~_____ *
_____ (the “Lands”)~~

~~(ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, *;~~

~~(iii) transfer to the New Certificate of Title the existing instruments listed in Schedule “D”, to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in Schedule “D”; and~~

~~(iv) discharge and expunge the Encumbrances listed in Schedule “C” to this Order and discharge and expunge any Claims including Encumbrances (but excluding~~

⁷ Paragraph 4(a) is included when the Purchased Assets include titled lands.

~~Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;~~

~~(b)⁸ — Alberta Energy (“Energy Ministry”) shall and is hereby authorized, requested and directed to forthwith:~~

~~(v) — cancel and discharge those Claims including builders’ liens, security notices, assignments under section 426 (formerly section 177) of the Bank Act (Canada) and other Encumbrances (but excluding Permitted Encumbrances) registered (whether before or after the date of this Order) against the estate or interest of the Debtor in and to any of the Purchased Assets located in the Province of Alberta; and~~

~~(vi) — transfer all Crown leases listed in Schedule “E” to this Order standing in the name of the Debtor, to the Purchaser (or its nominee) free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances;~~

a. ~~(3)~~ the Registrar of the Alberta Personal Property Registry (the “**PPR Registrar**”) shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.

7. ~~5.~~ In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver’s Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.

8. ~~6.~~ No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the

⁸ ~~Paragraph 4(b) is included when the Purchased Assets include mineral interests in land.~~

Sale Agreement, ~~[other than any required approval by the Energy Regulator referenced in paragraph 3 above.]~~⁹.

9. ~~7.~~ Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.

10. ~~8.~~ For the purposes of determining the nature and priority of Claims, net proceeds¹⁰ from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.

11. ~~9.~~ Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta Employment Standards Code, the Purchaser (or its nominee) shall not, by completion of

⁹ ~~The bracketed words in this paragraph are included when the Purchased Assets include mineral interests in land.~~

¹⁰ ~~The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor. ¹¹

12. ~~10.~~ Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

¹²

13. ~~11.~~ The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.

14. ~~12.~~ Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver. ¹³

¹¹ ~~Successor employer liability is governed by section 5 of the *Employment Standards Code*, RSA 2000 c. E-9 as amended. Inclusion of the words "or by statute" in paragraph 9 ensures that paragraph 9 does not purport to abrogate statutory successor employee liability.~~

¹² ~~Not all sale agreements require, nor do the terms of the Debtor's possession of human resources and payroll information always permit, disclosure and transfer of such information to the Purchaser. If disclosure and transfer of such information to the Purchaser is not required or permitted, then Section 10 of this Order should be deleted.~~

¹³ ~~The terms of the Permitted Encumbrance and Sale Agreement should be reviewed to determine whether an encumbrance also constitutes a charge against other assets not being sold (in addition to the Purchased Assets.) In that circumstance, absent agreement of the encumbrancer to the contrary, the Debtor may not be fully discharged so the encumbrancer does not lose its charge over the other assets it holds as security. Do not add the words "or the Debtor" to the end of paragraph 12 if an encumbrancer's claim against the Debtor should be reserved.~~

15. ~~13.~~ The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

16. ~~14.~~ Pursuant to clause 7(3)(c) of the Personal Information Protection and Electronic Documents Act (Canada) and section 20(e) of the Alberta Personal Information Protection Act, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtor was entitled.

MISCELLANEOUS MATTERS

17. ~~15.~~ Notwithstanding:

- a. ~~(a)~~ the pendency of these proceedings and any declaration of insolvency made herein;
- b. ~~(b)~~ the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act, R.S.C. 1985, c.B-3, as amended (the "BIA"), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;
- c. ~~(c)~~ any assignment in bankruptcy made in respect of the Debtor; and
- d. ~~(d)~~ the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, 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, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

18. ~~16.~~ The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

19. ~~17.~~ This Honourable Court hereby requests the aid and recognition of any court, tribunal, 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 order 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 or to assist the Receiver and its agents in carrying out the terms of this Order.

20. ~~18.~~ Service of this Order shall be deemed good and sufficient by:

a. ~~(a)~~ Serving the same on:

i. ~~(i)~~ the persons listed on the service list created in these proceedings;

ii. ~~(ii)~~ any other person served with notice of the application for this Order;

iii. ~~(iii)~~ any other parties attending or represented at the application for this Order;

iv. ~~(iv)~~ the Purchaser or the Purchaser's solicitors; and

b. ~~(b)~~ Posting a copy of this Order on the Receiver's website at:

~~*~~<https://mnpdebt.ca/en/corporate/corporate-engagements/alter-nrg-corp>

and service on any other person is hereby dispensed with.

21. ~~19.~~ 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.

[The Honourable Justice B.B. Johnston](#)
Justice of the Court of Queen's Bench of Alberta

~~Schedule~~ **SCHEDULE "A"**

~~Form of Receiver's Certificate~~

FORM OF RECEIVER'S CERTIFICATE

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](#)

~~PLAINTIFF~~ **APPLICANT**
~~DEFENDANT~~

[MNP LTD.](#)

DOCUMENT

RECEIVER'S CERTIFICATE

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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[File No.: 0021752.00047](#)

RECITALS

- A. Pursuant to an Order of the Honourable Justice ~~[Name]~~ K.M. Eidsvik of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "Court") dated ~~[Date of Order]~~, ~~[Name of Receiver]~~ April 29, 2021, MNP Ltd. was appointed as the receiver (the "Receiver") of the undertakings, property and assets of ~~[Debtor]~~ Alter NRG Corp. (the "Debtor").
- B. Pursuant to an Order of the Court dated ~~[Date]~~ October 22, 2021, the Court approved the agreement of purchase and sale ~~made as of [Date of Agreement]~~ (the "Sale Agreement") between the Receiver and ~~[Name of Purchaser]~~ Harvest International New Energy Co., Ltd. (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in ~~section * of~~ the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in ~~section * of~~ the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at ~~[Time] on [Date]~~ _____ on _____, 2021.

~~[Name of Receiver]~~ MNP Ltd., in its capacity as Receiver of the undertakings, property and assets of ~~[Debtor]~~ Alter NRG Corp., and not in its personal capacity.

~~Per;~~ Per: _____

Name:
Title:

SCHEDULE "B"
PURCHASED ASSETS

Appendix A - Assets Included in Sale
Alter NRG Corp. Patent List

Title	Patent No.	Country	Application No.	Filing Date	Publication No.	Publication Date	Patent Date	Expiration Date	Status
PROCESS AND APPARATUS FOR TREATMENT OF INCINERATOR BOTTOM ASH AND FLY ASH (2011WP2NP)	9,314,655 B2	United States of America	13/445,255	12-Apr-2012	US-2012-0264995-A1	18-Oct-2012	19-Apr-2016	18-Oct-2032	Revivable
PROCESS AND APPARATUS FOR TREATMENT OF INCINERATOR ASH (2011WP2NP/PCT/CN/HK)	HK1195281	Hong Kong	14108701.7	26-Aug-2014	1195281A	07-Nov-2014	21-Sep-2018	12-Apr-2032	Granted
PROCESS AND APPARATUS FOR TREATMENT OF INCINERATOR BOTTOM ASH AND FLY ASH (2011WP2NP/DIV) (CLAIMS 15-30)	9,468,787 B2	United States of America	14/565,277	30-Dec-2014	US-2015-0112114-A1	23-Apr-2015	18-Oct-2016	12-Apr-2032	Granted
PROCESS AND APPARATUS FOR TREATMENT OF INCINERATOR ASH (2011WP2NP/PCT/CN)	ZL201290018309.2	China (People's Republic)	CN201290018309.2	12-Apr-2012	CN103608115A	26-Feb-2014	31-Oct-2017	12-Apr-2032	Granted
PROCESS AND APPARATUS FOR TREATMENT OF INCINERATOR BOTTOM ASH AND FLY ASH (2011WP2NP/CN)	9,669,248 B2	United States of America	14/565,408	30-Dec-2014	US-2015-0112115-A1	23-Apr-2015	06-Jun-2017	28-May-2032	Granted
SYSTEM AND PROCESS FOR UPGRADING HEAVY HYDROCARBONS (2007WP1)	7,632,394 B2	United States of America	11/807,436	29-May-2007	US-2008-0299019-A1	04-Dec-2008	15-Dec-2009	05-Feb-2028	Granted
SYSTEM AND PROCESS FOR UPGRADING HEAVY HYDROCARBONS (2007WP1D)	8,052,946 B2	United States of America	12/569,657	27-Oct-2009	US-2010-0215554-A1	26-Aug-2010	08-Nov-2011	12-Feb-2028	Granted
PLASMA GASIFICATION REACTOR (2008WP2/WP3/WP4 PCT/AU)	2010213982	Australia	2010-213982	04-Feb-2010			14-May-2015	04-Feb-2030	Granted
PLASMA GASIFICATION REACTOR (2008WP2/WP3/WP4 PCT/CA)	2,751,859	Canada	2,751,859	08-Aug-2011	2751859	19-Aug-2010	31-Jul-2018	04-Feb-2030	Granted
PLASMA GASIFICATION REACTOR (2008WP2/WP3/WP4 PCT/CN)	ZL201080007559.7	China (People's Republic)	CN201080007559.7	04-Feb-2010	CN102316974A	11-Jan-2012	29-Jul-2015	04-Feb-2030	Granted
PLASMA GASIFICATION REACTOR (2008WP4)	9,222,038 B2	United States of America	12/378,184	11-Feb-2009	US-2010-0199560-A1	12-Aug-2010	29-Dec-2015	28-Mar-2033	Granted
PLASMA GASIFICATION REACTOR (2008WP2/WP3/WP4 PCT/CA DIV)		Canada	3,008,823	19-Jun-2018					Reinstate
PLASMA GASIFICATION REACTOR (2008WP2/WP3/WP4 HK)	HK1164778	Hong Kong	1210557.8	07-Jun-2012	1164778A	28-Sep-2012	24-Jun-2016	04-Feb-2030	Granted
PLASMA GASIFICATION REACTOR (2008WP2/WP3/WP4 PCT/AU DIV)	2015202017	Australia	2015-202017	21-Apr-2015			25-Aug-2016	08-Dec-2016	04-Feb-2030
PLASMA GASIFICATION REACTORS WITH MODIFIED CARBON BEDS AND REDUCED COKE REQUIREMENTS (2010WP1DV1)	9,222,026 B2	United States of America	13/803,107	14-Mar-2013	US-2013-0192970-A1	01-Aug-2013	29-Dec-2015	30-Sep-2031	Granted
PLASMA GASIFICATION REACTORS WITH MODIFIED CARBON BEDS AND REDUCED COKE REQUIREMENTS (2010WP1DV2)	9,656,915 B2	United States of America	14/820,804	07-Aug-2015	US-2015-0344793-A1	03-Dec-2015	23-May-2017	06-Jan-2032	Granted
PLASMA GASIFICATION REACTORS WITH MODIFIED CARBON BEDS AND REDUCED COKE REQUIREMENTS (2010WP1NP/PCT/SG DIV)		Singapore	SG10201602951X	14-Apr-2016			29-Jun-2016		Revivable
ENHANCED PLASMA GASIFIERS FOR PRODUCING SYNGAS (2011WP1NP/PCT/EP)	EP2670823	European Patent Convention	12701402.5	12-Jan-2012	EP2670823	11-Dec-2013	04-Jul-2018	12-Jan-2032	Granted
PROCESS FOR PRODUCING SYNGAS USING PLASMA GASIFIERS (2011WP1NP/DIV) (CLAIMS 19-24)	9,540,579 B2	United States of America	14/631,214	25-Feb-2015	US-2015-0166914-A1	16-Jun-2015	10-Jan-2017	19-Mar-2032	Granted
ENHANCED PLASMA GASIFIERS FOR PRODUCING SYNGAS (2011WP1NP/PCT/SG DIV)		Singapore	SG10201600852T	03-Feb-2016			30-Mar-2016		Published
SYNGAS PRODUCED BY PLASMA GASIFICATION (075052P/PCT/EP)	EP2638130	European Patent Convention	11 785 259.0	10-Nov-2011	EP2638130	18-Sep-2013	06-Jun-2018	10-Nov-2031	Granted
SYNGAS PRODUCED BY PLASMA GASIFICATION (075052P/PCT/RU)	2572998	Russian Federation	2013126521	10-Nov-2011	2013126521	20-Dec-2014	16-Dec-2015	10-Nov-2031	Granted
START-UP TORCH	9,674,770 B2	United States of America	13/860,882	11-Apr-2013	US-2013-0273480-A1	17-Oct-2013	21-Feb-2017	24-Nov-2033	Granted
START-UP TORCH	ZL201380025891.X	China (People's Republic)	CN201380025891.X	16-Apr-2013	CN104302997A	21-Jan-2015	03-May-2017	16-Apr-2033	Granted
START-UP TORCH		India	2153KCOLNP/2014	16-Apr-2013					Pending
START-UP TORCH	HK1205243	Hong Kong	15105587.1	12-Jun-2015	1205243A	11-Dec-2015	04-May-2018	16-Apr-2033	Granted
METHOD AND APPARATUS FOR FEEDING MUNICIPAL SOLID WASTE TO A PLASMA GASIFIER REACTOR (0797Z)	9,656,863	United States of America	13/721,846	20-Dec-2012	US-2014-0175335-A1	26-Jun-2014	23-May-2017	20-Dec-2032	Granted

SCHEDULE "C"
ENCUMBRANCES

SCHEDULE "D"

PERMITTED ENCUMBRANCES

Comparison Details	
Title	compareDocs Comparison Results
Date & Time	10/11/2021 9:19:42 PM
Comparison Time	2.16 seconds
compareDocs version	v4.3.306.6

Sources	
Original Document	[#26581408] [v1] Order - Alter NRG re Sale Approval Order.docx
Modified Document	[#26581408] [v2] Order - Alter NRG re Sale Approval Order.docx

Comparison Statistics	
Insertions	23
Deletions	29
Changes	70
Moves	0
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	122

Word Rendering Set Markup Options	
Name	
<u>Insertions</u>	
Deletions	
<u>Moves / Moves</u>	
Font Changes	
Paragraph Style Changes	
Character Style Changes	
Inserted cells	
Deleted cells	
Merged cells	
Changed lines	Mark outside border.
Comments color	By Author.
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Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	True
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	[Yes / No]

Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True

Schedule "B"

Proposed Form of Sealing Order

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

APPLICANT MNP LTD.

DOCUMENT **ORDER (SEALING ORDER)**

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
Email: rzahara@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 (the “**Skyfuel APA**”) between the Receiver and Skyfuel Inc. following the completion of the sale and solicitation process; **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 “**First Report**”), the Second Report of the Receiver dated October 12, 2021, and the Confidential Supplement to the Second Report of the Receiver dated October 12, 2021 (the “**Confidential Second Report**”), 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. The Clerk of the Court is hereby directed to seal the Confidential Second Report of the Receiver on the Court file until the earlier of:
 - a. an Order of this Court directs that the Confidential Second Report be filed in this Action; and
 - b. a sale of the Purchased Assets (as defined in the Skyfuel APA) by the Receiver has closed, and the Receiver files a receiver’s certificate with the Clerk of the Court confirming a sale of the Purchased Assets (as defined in the Skyfuel APA) has closed. The Clerk of the Court is hereby directed to seal the Confidential Second Report in an envelope setting out the style of cause in the within proceedings and labelled:

THIS ENVELOPE CONTAINS A CONFIDENTIAL DOCUMENT. THIS CONFIDENTIAL DOCUMENT IS SEALED ON COURT FILE NO 2101-02279 PURSUANT TO THE ORDER ISSUED BY HONOURABLE JUSTICE B.B. JOHNSTON ON OCTOBER 22, 2021. THIS CONFIDENTIAL DOCUMENT IS NOT TO BE ACCESSED BY ANY PERSON UNTIL THE EARLIER OF AN ORDER OF THE COURT DIRECTING THAT THIS CONFIDENTIAL DOCUMENT BE FILED AND THE FILING OF A RECEIVER’S CERTIFICATE FROM MNP LTD.

**IN ITS CAPACITY AS RECEIVER OF THE DEBTOR, CONFIRMING THAT THE
CONFIDENTIAL DOCUMENT MAY BE FILED.**

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

Schedule "C"

Proposed Form of Claims Process Order

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

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 or 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	NOTICE OF CLAIMS PROCESS IN THE MATTER OF THE RECEIVERSHIP OF ALTER NRG CORP.
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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 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 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 to the attention of Seamus Boyle with a copy to Ryan Zahara at MLT Aikins LLP (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