

**COURT FILE NUMBER** 

2401-05179

**COURT** 

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE OF

**CALGARY** 

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C.

1985, c. C-36, as amended

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF

ALPHABOW ENERGY LTD.

**DOCUMENT** 

**ORDER** (Claims Process)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS

BENNETT JONES LLP Barristers and Solicitors 4500, 855 – 2nd Street S.W. Calgary, Alberta T2P 4K7

PARTY FILING TH DOCUMENT:

Attention: Keely Cameron/ Sarah Aaron

Telephone No.: 403-298-3324/3177

Fax No.: 403-265-7219 Client File No.: 88323.6

DATE ON WHICH ORDER WAS

PRONOUNCED:

Friday, September 20, 2024

NAME OF JUDGE WHO MADE

THIS ORDER:

The Honourable Justice J. T. Neilson

**LOCATION OF HEARING:** 

Edmonton Law Courts

1A Sir Winston Churchill Square

Edmonton, AB T5J 0R2

**UPON the application** of AlphaBow Energy Ltd. (the "Applicant" or "AlphaBow") pursuant to the Companies' Creditors Arrangement Act R.S.C. 1985, c. C-36 (the "CCAA") for an order approving a procedure for the determination of claims against the Applicant;

AND UPON having read the Application and the Fourth Affidavit of Ben Li sworn on September 9, 2024 (the "Fourth Li Affidavit"); the Third Report of the Monitor; AND UPON hearing counsel for the Applicant, and any other interested parties appearing at the application;

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

#### SERVICE

1. Service of notice of this Application and supporting documents is hereby deemed to be good and sufficient, the time for notice is hereby abridged to the time provided, and no other person is required to have been served with notice of this Application.

#### **DEFINITIONS**

- 2. Capitalized terms not defined herein have the meaning given to such terms in the Fourth Li Affidavit.
- 3. In this Order, unless stated otherwise:
  - (a) "Accepted Claim" means a Claim of a Claimant as finally accepted by the Monitor, or determined by the Court, in accordance with this Order;
  - (b) "Assumed Contracts" means any contracts assigned by AlphaBow and assumed by a purchaser pursuant to an approval and vesting order or other order of the court;
  - (c) "Business Day" means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Calgary, in the Province of Alberta, Canada;
  - (d) "Calendar Day" means a day, including Saturday, Sunday and any statutory holidays in the Province of Alberta, Canada;
  - (e) "Claim" means any right or claim of any Person that may be asserted or made in whole or in part against the Applicant, 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, equitable or fiduciary duty) or by reason of any right of ownership of 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, 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 and events occurring 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 Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended had the Applicant become bankrupt on the Filing Date;

- (f) "Claimant" means any Person asserting a Claim, including but not limited to a Secured/Priority Claim, a Cure Cost Claim and a Restructuring Claim and includes without limitation the transferee or assignee of a Claim, Secured/Priority Claim, Cure Cost Claim or a Restructuring Claim transfer and recognized as a Claimant in accordance with paragraphs 25 or 26 hereof or a trustee, executor, liquidator, receiver, receiver and manager, or other Person acting on or behalf of or through such Person;
- (g) "Claims Bar Date" means 5:00 p.m. Calgary time on October 23, 2024, or any later

time or date ordered by the Court or agreed to between the Monitor and AlphaBow, acting reasonably;

- (h) "Claims Package" means the materials to be provided by the Monitor to Persons who may have a Claim, which materials shall include:
  - (i) In the case of a Known Claimant, a blank Proof of Claim and a Proof of Claim Instruction Letter, Notice of Revision or Disallowance and Notice of Dispute of Revision or Disallowance, and such other materials as the Applicant, in consultation with the Monitor, may consider appropriate; and
  - (ii) In the case of an Unknown Claimant, a blank Proof of Claim, and a Proof of Claim Instruction Letter, and such other materials as the Applicant or the Monitor may consider appropriate;
- (i) "Claims Procedure" means the procedures outlined in this Order, including the Schedules;
- (j) "Court" means the Court of King's Bench of Alberta in the Judicial Centre of Calgary;
- (k) "Cure Cost" means with respect to any Assumed Contract, being all of the Vendor's monetary defaults which are required to be paid or which become payable in the future to remedy all of the Vendor's monetary defaults under such Assumed Contract or required to secure a counterparty's or any other necessary Person's consent to the assignment of such Assumed Contract pursuant to its terms (including any deposits or other forms of security required by any Governmental Authority) or as may be required pursuant to an approval and vesting order, and includes any other fees and expenses required to be paid, or which become payable in the future, to a counterparty or any other Person in connection with the assignment of an Assumed Contract pursuant to its terms or applicable laws;
- (l) "Cure Cost Claim" means a Claim in respect of a Cure Cost;

- (m) "Director" means anyone who is or was or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director or de facto director of the Applicant, in such capacity;
- (n) "Excluded Claim" means, without prejudice to the Applicant's right to seek amendments to this order, and subject to further order of the Court, and only for the purposes of this Claims Procedure:
  - (i) any Claim secured by the Administration Charge;
  - (ii) any other Claim secured by a Court-ordered charge in the CCAA

    Proceedings arising after the date of this Order;
  - (iii) any Claim arising under a contract entered into by the Applicant after the Filing Date;
- (o) "Filing Date" means April 26, 2024, the date on which the Applicant was granted an Initial Order in the CCAA Proceedings;
- "Governmental Authority" means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, tribunal, commission, bureau, board, court (including the Court) or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government, having jurisdiction over AlphaBow or the matters referred to herein;
- (q) "Known Claimant" means:
  - (i) any Person who, based upon the books and records of the Applicant, was owed monies by the Applicant as of the Filing Date and which monies remain unpaid in whole or in part; and
  - (ii) any Person who, based upon the books and records of the Applicant, is a

party to a lease, contract, or other agreement or obligation of any of the Applicant which was restructured, disclaimed, resiliated, terminated, or breached by the Applicant between the Filing Date and the date of this Order;

- (r) "Monitor" means KSV Restructuring Inc.;
- (s) "Notice to Claimant" means a notice referred to in paragraph 13 hereof, substantially in the form attached as Schedule "A" hereto, delivered to a Claimant;
- (t) "Notice of Dispute of Revision or Disallowance" means the notice referred to in paragraph 19 hereof, substantially in the form attached as Schedule "E" hereto, which may be delivered to the Monitor by a Claimant disputing a Notice of Revision or Disallowance, with reasons for its dispute;
- (u) "Notice of Revision or Disallowance" means the notice referred to in paragraph 20 hereof, substantially in the form of Schedule "D" advising a Claimant that the Applicant has revised or rejected all or part of such Claimant's Claim set out in its Proof of Claim;
- (v) "Officer" means anyone who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer or de facto officer of the Applicant;
- (w) "Person" is to be broadly interpreted and includes any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, Governmental Entity or any agency, officer or instrumentality thereof or any other entity, wherever situate or domiciled, and whether or not having legal status;
- (x) "Post-Filing Claim" means the claim of any Person against AlphaBow that arose from the provision of authorized goods and services provided or otherwise incurred in the normal course of business on or following the Filing Date;

- (y) "Pre-Filing Claim" means the claim of any Person against AlphaBow that arose prior to the Filing Date;
- (z) "Proof of Claim" means the Proof of Claim referred to herein, substantially in the form attached as Schedule "B";
- (aa) "Proof of Claim Instruction Letter" means the instruction letter to Unknown Claimants, substantially in the form attached as Schedule "C" hereto, regarding the completion of a Proof of Claim by a Claimant and the claims procedure described herein;
- (bb) "Restructuring Claim" means any right of claim of any Person against any of the Applicants in connection with any indebtedness, liability or obligation of any kind whatsoever owed by any such Applicant to such Person arising out of the restructuring, disclaimer, repudiation, resiliation or termination by such Applicant on or after the Filing Date of any contract, lease, other agreement or obligation whether written or oral and any Cure Cost Claim;
- (cc) "Secured/Priority Claim" means that portion of a Claim that is (i) secured by security validly charging or encumbering property or assets of the Applicant, (including statutory and possessory liens that create security interests) up to the value of such collateral, and (ii) duly and properly perfected in accordance with the relevant legislation in the appropriate jurisdiction as of the Filing Date;
- (dd) "Unknown Claimant" means a Claimant that is not a Known Claimant;
- (ee) "Unknown Claimant Claims Package" means a blank Proof of Claim and a Proof of Claim Instruction Letter, and such other materials as the Applicant or the Monitor may consider appropriate or desirable;
- (ff) "Vendor" means AlphaBow Energy Ltd.; and

(gg) "Website" means https://www.ksvadvisory.com/experience/case/alphabow.

#### **GENERAL PROVISIONS**

- 4. All references as to time herein shall mean local time in Calgary, 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.
- 5. All references to the word "including" shall mean "including without limitation".
- 6. All references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.
- 7. All Claims shall be denominated in Canadian dollars. Any Claims denominated in a foreign currency shall be converted to Canadian dollars utilizing the Bank of Canada's noon exchange rate in effect on the Filing Date.
- 8. Interest and penalties that would otherwise accrue after the Filing Date shall not be included in any Claims.
- 9. Copies of all forms delivered hereunder, as applicable, and determinations of Claims by the Court, as the case may be, shall be maintained by the Monitor and, subject to further order of the Court, the applicable Claimant will be entitled to have access thereto by appointment during normal business hours on written request to the Monitor or the Applicant.

#### MONITOR'S ROLE

10. The Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA, shall assist the Applicant in connection with the administration of the claim procedure provided for herein, and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Order or incidental thereto.

- 11. In carrying out the terms of this Order, the Monitor shall:
  - (a) have all of the protections given to it by the CCAA and any subsequent orders and extensions related thereto, and this Order, or as an officer of the Court, including the stay of proceedings in its favour;
  - (b) incur no liability or obligation as a result of the carrying out of the provisions of this Order, save and except for any gross negligence or willful misconduct on its part;
  - (c) be entitled to rely on the books and records of the Applicant and any information provided by the Applicant, all without independent investigation; and
  - (d) not be liable for any claims or damages resulting from any errors or omissions in such books, records or information, save and except for any gross negligence or willful misconduct on its part.
- 12. The Applicant and the Monitor are hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed, and may, where they are satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order as to completion and execution of such forms and to request any further documentation from a Person that the Applicant or the Monitor may require in order to enable them to determine the validity of a Claim.

### **NOTICE OF CLAIMS**

13. The Monitor shall send a Claims Package to each of the Known Claimants (or to the counsel of record for any such Known Claimants) by prepaid ordinary mail, courier, personal delivery, or electronic or facsimile transmission, as soon as reasonably practicable after the Court's approval of the Claims Procedure and shall post on the Monitor's Website a copy of this Claims Process Order and the Claims Package.

#### DISCLAIMERS AND RESILIATIONS

14. Any action taken by the Applicant to restructure, disclaim, resiliate, terminate or breach any contract, lease or other agreement, whether written or oral, must occur on or before the day that is fifteen (15) Calendar Days prior to the date of a scheduled meeting of Creditors, if any, or any adjournment thereof. Any notices of disclaimer or resiliation delivered after the date of this Order to Claimants in connection with the foregoing shall be accompanied by a Claims Package.

# CLAIMS PROCEDURE FOR UNKNOWN CLAIMANTS

- 15. The Monitor shall, as soon as practicable after the date of this Claims Procedure Order, cause the Notice to Claimant to be published once in the Daily Oil Bulletin.
- 16. The Monitor shall send a Claims Package to any Unknown Claimant (or to counsel of record for such Unknown Claimant) upon request. Any such Unknown Claimant must return a completed Proof of Claim to the Monitor by no later than the Claims Bar Date.

# CLAIMS BAR DATE, ADJUDICATION AND RESOLUTION OF CLAIMS

#### **Barring of Claims**

- 17. Any Claimant that does not return a Proof of Claim to the Monitor by the Claims Bar Date, unless otherwise ordered by the Court, shall:
  - (a) not be entitled to receive any distribution and in the case of Cure Costs shall be deemed to have abandoned any claims;
  - (b) not be entitled to any further notice in, and shall not be entitled to participate as a Claimant or creditor in, the CCAA Proceedings in respect of such Claim;
  - (c) be forever barred from making or enforcing any such Claim against any of the Applicant or any purchaser of the Applicant's assets, and all such Claims will be

- forever extinguished and barred without any further act or notification by the Applicant; and
- (d) be forever barred from making or enforcing any such Claim as against any other Person who could claim contribution or indemnity from the Applicant, its Directors and Officers, or any of them and all such Claims will be forever extinguished and barred without any further act or notification by the Applicant.

# Adjustment to Cure Cost Claims

18. For any Claimant that returns a Proof of Claim to the Monitor by the Claims Bar Date with respect to a contract that the Monitor determines may be an Assumed Contract, the Claimant is authorized to adjust, upon notice to the Monitor the quantum of any Cure Cost Claim made by the Claimant pursuant to this Claims Process for ongoing billings, billing adjustments and equalizations processed by such Claimant after the date of such Claimant's Proof of Claim, provided that such adjustments are made in accordance with the terms of the relevant agreements, commonly accepted accounting principles and the Claims Process. Nothing in this paragraph will limit the Monitor's ability to adjudicate claims including the adjustment to any Cure Cost Claim in accordance with Paragraph 19.

# **Adjudication of Claims**

- 19. The Monitor, with the assistance of the Applicant, shall to the extent necessary for the completion of a transaction or distribution of proceeds review all applicable Proofs of Claim, if any, received by the Claims Bar Date and subsequent adjustments as set out in the immediately preceding paragraph, and shall accept the amount of each Claim set out therein for, or shall revise or reject the amount of each Claim by sending such Claimant a Notice of Revision or Disallowance. The Monitor and the Applicant may attempt to consensually resolve the classification or amount of any asserted Claim with the Claimant prior to accepting, revising or disallowing such Claim.
- 20. Any Claimant who intends to dispute a Notice of Revision or Disallowance sent pursuant

to the immediately preceding paragraph shall deliver a Notice of Dispute of Revision or Disallowance to the Monitor by no later than 5:00 p.m. on the date that is fourteen (14) Calendar Days after receipt of the Notice of Revision or Disallowance.

# Resolution of Claims

- 21. Where a Claimant that receives a Notice of Revision or Disallowance pursuant to paragraph 19 above does not file a Notice of Dispute of Revision or Disallowance by the time set out in paragraph 20 above, the amount and classification of such Claimant's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance.
- 22. In the event that the Monitor is unable to resolve a dispute regarding any Claim with a Claimant, the Claimant must file an Application with the Court for the resolution or adjudication of the Claim. Any such application must be filed in the Court and delivered to the Monitor and the Applicant no later than ten (10) Business Days after the Claimant has delivered a Notice of Dispute of Revision or Disallowance, failing which the amount and classification of such Claimant's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance. Thereafter, the Court shall resolve the dispute and determine the amount and/or classification of the Claimant's Claim for determination of Cure Costs or voting and distribution purposes.

#### NOTICE OF TRANSFERS

23. If a Claimant or any subsequent holder of a Claim, who has been acknowledged by the Monitor, as the holder of the Claim, transfers or assigns that Claim to another Person, the Monitor shall not be obligated to give notice to or to 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 Monitor. 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 this Order.

24. If a Claimant, or any subsequent holder of a Claim, who has been acknowledged by the Monitor as the holder of such, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person, such transfers 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 Monitor shall not, in each case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim provided such Claimant may, by notice in writing delivered to the Monitor, 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 Claimant in accordance with the provisions of this Order.

#### SERVICE AND NOTICE

- 25. The delivery of the Claims Package to each of the Known Claimants (or to the counsel of record for any such Known Claimants), the publication of the Notice to Unknown Claimants, in accordance with this Order, and the posting of this Order and the Claims Package on the Monitor's Website shall constitute good and sufficient service and delivery of notice of this Order and the Claims Bar Date on all Persons and no other notice or service need to be given or made.
- 26. The Monitor and the Applicant may, unless otherwise specified by this Order, serve and deliver any letters, notices or other documents contemplated by this Order and the Claims Procedure to Claimants, and any other interested Persons, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission to such Persons (with copies to their counsel if applicable) at the address as last shown on the records of the Applicant or set out in such Person's Proof of Claim. Any such service or notice by courier, personal delivery or electronic or digital transmission shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Alberta, the fifth Business Day after mailing within Canada (other than within Alberta), and the tenth Business Day after mailing internationally; (ii) if sent by courier or

personal delivery, on the next Business Day following dispatch; and (iii) if delivered by electronic or digital transmission by 5:00 p.m. on a Business Day, on such Business Day, and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

27. Any notice or other communication (including Proofs of Claim) to be given under this Order by any Person to the Monitor 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 electronic or digital transmission addressed to the following address and any such notice or other communication by a Person shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day, or if delivered outside of a normal business hours, the next Business Day:

KSV Advisory Inc. 1165, 324 – 8<sup>th</sup> Avenue SW Calgary, Alberta, Canada T2P 2Z2

Attention: Andrew Basi

Email: abasi@ksvadvisory.com

- 28. 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 the 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 or electronic or digital transmission in accordance with this Order.
- 29. In the event that this Order is later amended by further order of the Court, the Monitor shall post such further order on the Website and such posting shall constitute adequate notice of such amended claims procedure.

#### SET-OFF

30. The Applicant may set-off (whether by way of legal, equitable or contractual set-off) against payments or other distributions to be made to any Claimant, any claims of any nature whatsoever that the Applicant may have against such Claimant, however, neither the failure to do so nor the allowance of any claim hereunder shall constitute a waiver or release by the Applicant of any such claim that the Applicant may have against such Claimant.

#### **MISCELLANEOUS**

- Notwithstanding any other provision of this Order, the sending of Notices to Claimant and the solicitation of Proofs of Claim, and the filing by a Person of any Proof of Claim, shall not, for that reason only, grant any Person any standing in the CCAA Proceedings or rights under any Plan.
- 32. Nothing in this Order shall constitute or be deemed to constitute an allocation or assignment of Claims or Unaffected Claims by the Applicant into particular affected or unaffected classes for the purpose of a Plan and, for greater certainty, the treatment of Claims, or any other claims are to be subject to a Plan and the class or classes of creditors shall be subject to the terms of any proposed Plan or further Order of the Court.
- 33. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or the United States, or in any other foreign jurisdiction, to give effect to this Order and to assist the Applicant, or any of them, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Applicant in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.
- 34. This Order shall have full force and effect in all provinces and territories of Canada, outside

Canada and against all Persons against whom it may be enforceable.

35. The Applicant or the Monitor may from time to time apply to this Court to amend, vary, supplement or replace this Order or for advice and direction concerning the discharge of their respective powers and duties under this Order or the interpretation or application of this Order.

Justice of the Court of King's Bench of Alberta

#### SCHEDULE "A"

# IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as amended ("CCAA")

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ALPHABOW ENERGY LTD. ("AlphaBow" or the "Applicant")

# NOTICE LETTER TO CLAIMANTS REGARDING CLAIMS PROCESS

#### RE: Notice of Claims Process & Claims Bar Date

This notice is published pursuant to the Order of the Honourable Justice C. M. Jones of the Court of King's Bench of Alberta, dated September 20, 2024 (the "Claims Process Order"), in the Applicant' proceedings under the Companies' Creditors Arrangement Act, RSC 1985, c C- 36, as amended. Pursuant to the Amended and Restated Initial Order dated April 26, 2024, KSV Restructuring Inc. was appointed as monitor of the Applicant (in such capacity, the "Monitor"), and pursuant to the Claims Process Order will, with the assistance of the Applicant, conduct a Claims Process with respect to Claims against the Applicant.

All capitalized terms used herein that are not otherwise defined have the meaning ascribed to them in the Claims Process Order.

The Claims Process Order, the Claims Package, a Proof of Claim form, and related materials can be accessed on the Monitor's Website at: <a href="https://www.ksvadvisory.com/experience/case/alphabow">https://www.ksvadvisory.com/experience/case/alphabow</a>. Proof of Claim forms can also be obtained by contacting the Monitor at the address below and providing particulars as to your name, address, facsimile number and email address.

#### I. SUBMISSION OF PROOF OF CLAIM

Any Person who believes they have a Claim against the Applicant shall submit their Claim in a Proof of Claim form in accordance with the Claims Process Order.

All Claimants MUST submit their Proof of Claim to the Applicant and the Monitor no later than 5:00 p.m. MST on October 23, 2024 (the "Claims Bar Date").

Proofs of Claim MUST be submitted by prepaid registered mail, courier, personal delivery, or electronic or digital transmission addressed to the following address:

#### To the Applicant:

BENNETT JONES LLP 4500, 855 2 Street SW Calgary, AB T2P 4K7 Attention:

Keely Cameron (cameronk@bennettjones.com)

Sarah Aaron (aarons@bennettjones.com)

# To the Monitor:

KSV RESTRUCTURING INC. 1165, 324 – 8th Avenue SW Calgary, AB T2P 2Z2

Attention:

Andrew Basi (abasi@ksvadvisory.com)

Ross Graham (rgraham@ksvadvisory.com)

CLAIMS WHICH ARE NOT RECEIVED BY THE MONITOR BY THE CLAIMS BAR DATE WILL BE FOREVER BARRED FROM MAKING OR ENFORCING ANY CLAIM AGAINST THE APPLICANT.

Additional information about these proceedings may be found on the Monitor's Website or may be obtained by contacting the Monitor directly at the address above.

Dated at the City of Calgary, in the Province of Alberta, this [date] of [month], [year].

KSV Restructuring Inc., in its capacity as Monitor of the Applicant, and not its personal or corporate capacity.

# **SCHEDULE "B"**

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as amended ("CCAA")

Please carefully read the Order granted by the Court of King's Bench of Alberta (Commercial dated September 20, 2024 (the "Claims Process Order") and the enclosed Instruction Lette completing this Proof of Claim. All capitalized terms used and not defined herein have the mea ascribed to them in the Claims Procedure Order.  I. PARTICULARS OF CLAIMANT
I. PARTICULARS OF CLAIMANT
1. Full Legal Name of Claimant:
(Full legal name is the name of the Claimant as of April 26, 2024 (the "Filing Da notwithstanding whether an assignment of a Claim, or a portion thereof, has occurred followsuch date)
2. Attention (Contact Person):
3. Email Address:
4. Telephone Number:
5. Fax Number:
6. Full Mailing Address of the Claimant:
7. Have you acquired this Claim by assignment?
Yes: □ No: □ (If yes, attach documents evidencing assignment)

lfy	es,	Full Legal Name of Original Claimant(s):
	II.	PROOF OF CLAIM
1.	<b>I</b>	(Name of Claimant or authorized representative of the Claimant)
	_	(City and Province) do hereby certify:
(a)		l am (select <u>one</u> ):
		☐ the Claimant; or ☐ of
		(State Position or Title, if applicable)
		(Name of Claimant or authorized representative of the Claimant)
(b)	)	I have knowledge of all the circumstances connected with the Claim referred to below;
(c)	•	I confirm that complete documentation in support of the Claim referred to below is attached;
(d)	)	I confirm that my claim in in respect of (select all applicable) categories of claims:
		□ surface lease; □ municipal taxes; □ mineral leases; □ working interest participant claims (including claims under an operating agreement); □ other
(e)	)	the Applicant is indebted to the Claimant as follows:

All Claims denominated in foreign currency shall be converted to Canadian dollars at the Bank of Canada daily average exchange rate in effect on the Filing Date of April 26, 2024.

III. PRE-FILING PROOF OF CLAIM

Pre-Filing Claim Amount	Nature of Claim	Description of the land, license or agreement to which the claim relates	
CAD\$			

#### IV. POST-FILING PROOF OF CLAIM

Restructuring Claim Amount	Nature of Claim	Description of the land, license or agreement to which the claim relates	
CAD\$			

# V. PARTICULARS OF CLAIM

The particulars of the undersigned's total Claim are attached.

(Please provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) or legal breach(es) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, particulars and copies of any security and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed.)

#### VI. FILING OF CLAIM

For all Claims, this Proof of Claim MUST be received by the Monitor by 5:00pm (MT) on October 23, 2024 (the "Claims Bar Date").

This Proof of Claim shall be delivered in writing and will be sufficiently given <u>only</u> if delivered by email, or, if you are unable to deliver by email, on consent of the Monitor, by mail, courier, or personal delivery, addressed to:

# To the Applicant:

BENNETT JONES LLP 4500, 855 2 Street SW Calgary, AB T2P 4K7

Attention:

Keely Cameron (cameronk@bennettjones.com)

Sarah Aaron (aarons a bennettjones.com)

# To the Monitor:

KSV RESTRUCTURING INC. 1165, 324 – 8th Avenue SW Calgary, AB T2P 2Z2

Attention:

Andrew Basi (abasi@ksvadvisory.com)

Ross Graham (rgraham@ksvadvisory.com)

Any such notice or communication delivered by a Claimant shall be deemed to be received upon actual receipt thereof before 5:00pm (MT) on a Business Day or if delivered outside of normal business hours, the next Business Day.

PROOFS OF CLAIM M DATE OR YOUR CLA			
DATED at	this	day of	, 2024.
	S	ignature of Claimant	

#### **SCHEDULE "C"**

# IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as amended ("CCAA")

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ALPHABOW ENERGY LTD. ("AlphaBow")

#### INSTRUCTION LETTER

#### I. CLAIMS PROCEDURE

By Order of the Court of King's Bench of Alberta (Commercial List) dated September 20, 2024 (the "Claims Process Order"), KSV Restructuring Inc., in its capacity as the Court-appointed monitor (in such capacity, the "Monitor") of the Applicant, has been authorized, with the assistance of the Applicant, to conduct a claims procedure (the "Claims Process") with respect to Claims against the Applicant. The Claims Process Order governs the filing and determination of all Claims against the Applicant.

Unless otherwise defined, all capitalized terms used herein shall have the meanings ascribed to them in the Claims Procedure Order.

The Claims Process Order, the Claims Package, a Proof of Claim form and related materials may be accessed from the Monitor's Website at https://www.ksvadvisory.com/experience/case/alphabow.

This letter provides instructions for responding to or completing the Proof of Claim. Reference should be made to the Claims Process Order for a complete description of the Claims Procedure.

The Claims Procedure is intended for any Person with any Claims of any kind or nature whatsoever against the Applicant, whether liquidated, unliquidated, contingent or otherwise. Please review the Claims Process Order for the complete definitions of "Claims", "Claims Bar Date" and "Claimant".

All enquiries with respect to the Claims Process should be addressed to the Monitor at <u>abasi@ksvadvisory.com</u> or via the telephone (Phone: 1-587-287-2670), provided, however, that formal notices to the Monitor must be delivered as set out below.

#### II. CLAIMANTS SUBMITTING A PROOF OF CLAIM

If you believe that you have a Claim that you wish to assert against the Applicant, you MUST file a Proof of Claim with the Monitor.

All Proofs of Claim must be received by the Monitor before 5:00 p.m. (MT) on October 23, 2024 (the "Claims Bar Date").

Any notice or communication required to be provided or delivered, including, for greater certainty, any Proof of Claim, shall be in writing in substantially the form, if any, provided for in the Claims Procedure Order and will be sufficiently given only if delivered by email, or, if a Claimant is unable to do so, and with the consent of the Monitor, by mail, courier, or personal delivery, addressed to:

#### To the Applicant:

BENNETT JONES LLP 4500, 855 2 Street SW Calgary, AB T2P 4K7

Attention:

Keely Cameron (cameronk@bennettjones.com)

Sarah Aaron (aarons@bennettjones.com)

#### To the Monitor:

KSV RESTRUCTURING INC. 1165, 324 – 8th Avenue SW Calgary, AB T2P 2Z2

Attention:

Andrew Basi (abasi@ksvadvisory.com)

Ross Graham (rgraham@ksvadvisory.com)

Any such notice or communication delivered by a Claimant shall be deemed to be received upon actual receipt thereof before 5:00 p.m. (MT) on a Business Day or if delivered outside of normal business hours, the next Business Day.

PROOFS OF CLAIM MUST BE RECEIVED BY THE MONITOR BY THE APPLICABLE CLAIMS BAR DATES OR THE CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED.

All Claims denominated in foreign currency shall be converted to Canadian dollars at the Bank of Canada daily average exchange rate in effect on the Filing Date of April 26, 2024.

Additional Proof of Claim forms can be obtained by contacting the Monitor at the telephone number. In addition, Proofs of Claim and related materials may be accessed from the Monitor's Website at https://www.ksvadvisory.com/experience/case/alphabow.

#### IV. MONITOR CONTACT INFORMATION

All enquiries with respect to the Claims Procedure should be addressed to the Monitor as set out above.

	DATED at	t Calgary,	Alberta this	day of September,	2024.
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KSV Restructuring Inc., solely in its capacity as Monitor of the Applicant and not in its personal capacity.

# **SCHEDULE "D"**

# IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as amended ("CCAA")

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF

ALPHABOW ENERGY LTD. ("AlphaBow")  NOTICE OF REVISION OR DISALLOWANCE					
PLEASE TAKE NOTICE an Order of the Court of K (the "Claims Process Order of Revision or Disallowand which is avainttps://www.ksvadvisory.c  The Monitor has reviewed has revised or disallowed y	ing's Bench of Aller"). All capitalized be shall have the me ilable on om/experience/case your Proof of Clai	berta (Commercial List) daterms used and not otherwaning ascribed to them in the Monitor's e/alphabow.	ated September 20, 2024 vise defined in this Notice he Claims Process Order Website a		
Subject to further dispute your Claim will be as follo Type of Claim per Proof of Claim		Type of Claim per this Notice of Revision or Disallowance	the Claim Process Order  Amount of Claim per  this Notice of  Revision or  Disallowance		
[Pre-Filing Claim/Post- Filing Claim]	CA\$	[Pre-Filing Claim/Post- Filing Claim]	CA\$		

[Priority Claim/ Cure Cost Claim/ Cost Claim/ Restructuring Claim] [Priority Claim/ Cure Cost Claim/ Restructuring Claim]
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IF YOU INTEND TO DISPUTE THIS NOTICE OF REVISION OR DISALLOWANCE, you shall, within fourteen (14) calendar days of the date of this Notice of Revision or Disallowance, deliver a Notice of Dispute in the form attached hereto in writing to the Applicant and the Monitor which will be sufficiently given only if delivered by email (in PDF format), or, if you are unable to deliver by email, with the Monitor's consent, by mail, courier or personal delivery addressed to:

# To the Applicant:

BENNETT JONES LLP 4500, 855 2 Street SW Calgary, AB T2P 4K7

Attention:

Keely Cameron (cameronk@bennettjones.com)

Sarah Aaron (aarons@bennettjones.com)

#### To the Monitor:

KSV RESTRUCTURING INC. 1165, 324 – 8th Avenue SW Calgary, AB T2P 2Z2

Attention:

Andrew Basi (abasi@ksvadvisory.com)

Ross Graham (rgraham@ksvadvisory.com)

Any such notice or communication delivered by a Claimant shall be deemed to be received upon actual receipt thereof before 5:00 p.m. (MT) on a Business Day or if delivered outside of normal business hours, the next Business Day.

IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIOD PURSUANT TO THE CLAIMS PROCEDURE ORDER, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

IF YOU AGREE WITH THIS NOTICE OF REVISION OR DISALLOWANCE, there is no need to file anything further with the Monitor.

DATED this day of	, 2024
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KSV Restructuring Inc. solely in its capacity as Monitor of the Applicant and not in its personal capacity.

# **SCHEDULE "E"**

# IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended ("CCAA")

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ALPHABOW ENERGY LTD. ("AlphaBow")

NOTICE OF DISPUTE OF	REVISION OR DISALLOWANCE
	Reference #:
20, 2024 (the "Claims Process Order"), I/v	Bench of Alberta (Commercial List) dated September we hereby give you notice of our intention to dispute d issued by KSV Restructuring Inc. in its ect of my/our Claim.
All capitalized terms used and not defined in shall have the meaning ascribed to them in the	n this Notice of Dispute of Revision or Disallowance he Claims Process Order.
I. PARTICULARS OF CLAIMANT	
I. Full Legal Name of Claimant:	
(Full legal name should be the name of the C assignment of a Claim, or a portion thereof,	(the "Claimant") Claimant of the Applicant, notwithstanding whether an has occurred following that date.)
2. Attention (Contact Person):	
3. Email Address:	
4. Telephone Number:	
5. Fax Number:	
6. Full Mailing Address of the Claimant:	

7. Have you acquired this Cl	aim by assignment?		
Yes: ☐ No: ☐ (If yes and not already provident)	led, attach documents	evidencing assignment)	
If yes, Full Legal Name of Or	iginal Claimant(s):		
II. REASONS FOR DIS	<b>SPUTE</b>		
Include the amount you are d secured, or priority), if applicalso attach a separate schedul	able. Please attach cop	pies of all supporting doc	our status (unsecured, umentation. You may
DATED at	this	day of	, 2024.
	_	Signature of Claimant of Signator	

This Notice of Dispute must be delivered in writing to the Applicant and the Monitor and will be sufficiently given <u>only</u> if delivered by email (in PDF format), or, if you are unable to deliver by email, with the Monitor's consent, by mail, courier or personal delivery addressed to:

# To the Applicant:

BENNETT JONES LLP 4500, 855 2 Street SW Calgary, AB T2P 4K7

Attention:

Keely Cameron (cameronk@bennettjones.com)

Sarah Aaron (aarons@bennettjones.com)

# To the Monitor:

KSV RESTRUCTURING INC. 1165, 324 – 8th Avenue SW Calgary, AB T2P 2Z2

Attention: Andrew Basi (abasi@ksvadvisory.com)

Ross Graham (rgraham@ksvadvisory.com)

Any such notice or communication delivered by a Claimant shall be deemed to be received upon actual receipt thereof before 5:00 p.m. (MT) on a Business Day or if delivered outside of normal business hours, the next Business Day.

If a completed Notice of Dispute is not received by the Monitor by the dates set out in the Claims Procedure Order and described herein, YOU WILL BE FOREVER BARRED FROM DISPUTING THE CLASSIFICATION, AMOUNT OR NATURE OF YOUR CLAIM.