

To the Creditors of
EmberClear Corp.

12 May 2016

**Re: In the Matter of the Proposal of EmberClear Corp.
("EmberClear or the "Company")**

1.0 Introduction

On May 5, 2016, EmberClear lodged a proposal under Part III of the *Bankruptcy and Insolvency Act* (the "Act") with Ernst & Young Inc. ("EY") the Trustee in this matter, which was filed with the Office of the Superintendent of Bankruptcy on the same date (the "Proposal"). A copy of the Proposal is attached to this letter. It is important that creditors read the Proposal.

A meeting of creditors to consider the Proposal is scheduled for:

**May 25, 2016 - 10:00 am
Calgary City Centre
2200-215 2nd Street SW
Calgary, AB T2P 1M4**

If you are unable to attend the meeting you may vote by using the attached voting letter.

The purpose of the meeting will be to consider the Proposal, which has been made by the Company to its creditors with claims outstanding as at April 30, 2016, and to accept or reject the Proposal.

Also attached are the following:

- A letter from EmberClear;
- A formal Notice of a creditors' meeting;
- Trustee's Report to Creditors;
- Statement of Affairs as at April 30, 2016;
- A list of creditors;
- A Proof of Claim and proxy form;
- A completed Proof of Claim for debenture holders; and
- A Voting Letter.



2.0 Voting on the Proposal

The primary purpose of the May 25, 2016 meeting is to permit creditors to consider the Proposal and to accept or reject it. In order for the Proposal to be accepted, two thirds in dollar value and over 50% in number of the creditors in each class voting must vote in favour of the Proposal. The vote is based on the number of creditors present and voting at the meeting either in person, by proxy or by mail. To be eligible to vote, creditors must have filed a proof of claim, properly completed, signed and witnessed as required. The proof of claim must be accompanied by a Statement of Account and must be filed with the Trustee before the time scheduled for the meeting. Please ensure that your proof of claim form is dated, signed and witnessed per clause 8.

For the debenture holders, the Trustee, with the input of EmberClear, has noted the amount of each debenture holder's principal amount of their claim. If debenture holders agree with the quantum of the principal amount of their claim, no further action is required. If debenture holders wish to dispute EmberClear's assessment of their claim, they must complete and return to the Trustee a completed proof of claim advancing a claim in a different amount supported by appropriate documentation. A blank proof of claim form is enclosed. If no proof of claim is received by the Trustee by 11:00 pm on May 24, 2016, the amount of such debenture holders claim will be, subject to an order of the Court of Queen's Bench of Alberta, conclusively deemed to be as shown in the notice to debenture holders.

If you are unable or do not wish to attend the meeting in person, you may exercise your vote provided that you complete, sign and deliver the Voting Letter to the Trustee prior to the meeting of creditors. It is suitable if the Voting Letter is lodged with the Trustee via email Jessica.Caden@ca.ey.com by 11 pm on May 24, 2016.

If creditors do not file a proof of claim with the Trustee prior to the meeting, creditors will not be able to vote on the Proposal. You will, however, be bound by the Proposal should it be approved by the requisite number of creditors including debenture holders voting on the Proposal and if it is subsequently approved by the Court. Creditors will be entitled to share in the funds being distributed under the Proposal provided a valid proof of claim is filed with the Trustee prior to the distribution.

If the Proposal is not accepted by the statutory majority of creditors, EmberClear will be deemed to have made an assignment in bankruptcy. Alternatively, if the Proposal is accepted by the statutory majority of creditors, the Trustee will subsequently make application to the Court of Queen's Bench of Alberta for approval of the Proposal.

3.0 Inspectors

The creditors may elect up to five (5) inspectors whose duties may include granting extensions of time for payments or distributions to the creditors required pursuant to the Proposal, or such other relief to the Company as may be in the best interest of the creditors.



4.0 Trustee's Recommendation

The Trustee recommends the acceptance of the Proposal as it is the Trustee's view that creditors will receive a more timely and greater distribution under this Proposal than they would experience in a bankruptcy scenario.

5.0 The Trustee's Report

Attached to this letter is the Trustee's Report which contains more detailed background and information with respect to EmberClear, its projects, the restructuring process and the Trustee's reasons for recommending that EmberClear's creditors accept the proposal.

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If you have questions regarding the terms of the proposal, the Trustee's recommendation or you require assistance in completing the enclosed documents please contact:

Jessica Caden	403.206.5394
Robert J. Taylor	403.233.7112

Yours very truly,

ERNST & YOUNG INC.
TRUSTEE IN THE MATTER
OF THE PROPOSAL OF
EMBERCLEAR CORP.

Robert J. Taylor, FCA, CIRP
Encl.

David Anderson
Chairman & Chief Operating Officer
EmberClear Corp.

May 10, 2016

To The EmberClear Debenture Holders:

EmberClear has been facing very serious financial challenges for some time. We made several attempts to raise funds but, unfortunately, without success. The financial situation ultimately reached a point where the only reasonable option available to EmberClear was to seek protection from its creditors by filing a proposal pursuant to the *Bankruptcy and Insolvency Act* (Canada) which we did on May 5, 2016.

Filing the proposal was a very difficult step but ultimately it was done with the creditors in mind and to preserve as much value and opportunity for EmberClear. I personally know many of the debenture holders. I write this letter to let you know that Emberclear's financial difficulties have been equally difficult on me. As Founder, CEO and investor, I have virtually lost all of my personal net worth.

I want to assure you that the management team and I are fully committed to deliver the best value for you in these difficult circumstances. After exhausting all avenues for outside financing, rather than discontinuing EmberClear's operations, which would result in little recovery for the debenture holders, I decided to fund the restructuring process as a 'White Knight' by taking a personal debt secured by my family's assets.

Our legal counsel and Trustee have guided us in putting together what I believe is a realistic plan. Emberclear's plan will allow it to continue to operate, retain its integral employees and contracts, and hopefully provide a substantial recovery to the creditors and debenture holders. Please take a moment to review the attached documents that have been prepared to provide you with full disclosure of the circumstances that lead to the current situation.

Please feel free to contact me or Bob Taylor at Ernst & Young if you have any further questions.

Thanks for your patience and understanding in this matter.

Yours truly,



David Anderson

CANADA
PROVINCE OF ALBERTA
COURT NO.: 25-2119793
ESTATE NO.: 25-2119793

**IN THE MATTER OF THE PROPOSAL OF
EMBERCLEAR CORP.**

TRUSTEE'S REPORT TO CREDITORS

May 12, 2016

1.0 Background

EmberClear develops natural gas (“NG”) to power and liquids energy projects. All of EmberClear’s projects are in the United States. EmberClear established several companies to develop the projects. Attached as Appendix “A” is an organization chart reflecting the EmberClear group of companies prior to April 15, 2016.

A project development cycle starts when a site is obtained and ends when the project is sold for a development fee. Typically the sale of a project occurs over several months and a substantial portion of EmberClear’s fee is earned only after a project achieves financial close (equity and debt is secured to construct the project). The amounts earned by EmberClear may be a combination of a monthly retainer, development fee earned at financial close and a minor carried interest in the projects operations once completed.

Prior to 2012 EmberClear was focused on developing clean coal based energy projects. As a result of the coal industry facing rigorous regulatory challenges, EmberClear, in 2012, made a decision to move away from coal based energy projects to NG projects.

EmberClear is involved in two power projects.

The Good Spring Project

In June 2012, EmberClear raised CDN \$4.5 million by issuing unsecured debentures to redesign its Good Spring coal power project to a NG project. Moving to NG required a new strategy and a complete overhaul of the power plant engineering design. Due to a number of regulatory hurdles in changing designs, the project development was delayed for more than a year.

Although by the end of 2013 the development work was substantially complete, EmberClear was unable to secure financing for the Good Spring project as NG power projects were considered risky due to price fluctuations in NG and the inability to secure a long term power purchase agreement.

Because of the challenges faced by EmberClear it was running out of money. In late 2013 EmberClear obtained an expensive bridge loan in the amount of CDN \$1.2 million so it could

continue the development work and continue to operate. In March 2014, EmberClear entered into a Joint Development Agreement (“**JDA**”) with Tyr Energy (“**TYR**”) to complete the remaining development of the Good Spring project and then to subsequently construct the power plant.

EmberClear transferred 50% of its interest in the Good Spring project to TYR for US \$3.0 million. A substantial portion of the US \$3.0 million was used to pay out the bridge loan and service interest on the debentures. The balance was used to fund ongoing operations.

In August 2014, EmberClear issued additional debentures raising CDN \$2.3 million to fund its continued operations and to further develop its ongoing projects.

In order to build the Good Spring project a 15 mile dedicated NG pipeline is required at an estimated cost of US \$25 million. In early 2015 a major pipeline company announced a plan to build a new pipeline which would bring NG to the Good Spring project site. As a result of numerous environmental considerations, a new pipeline will not be operational until 2018. TYR has executed agreements to connect the Good Spring project to the new pipeline.

Due to the delays, many ancillary agreements such as right-of-way agreements and permits began to expire. Also, TYR cash called EmberClear for its share of the development budget which EmberClear was not in a position to meet due to the ongoing delays. To maintain some interest in the project, EmberClear agreed to sell its remaining 50% of the project to TYR in April 2015 for a future receivable in the amount of US \$4.0 million to be paid on financial close.

The agreement allows TYR a five year period to achieve financial close. There are many challenges to the Good Spring project including significant cost increases due to various regulatory changes. EmberClear provides services in respect of water issues, community relationships and the NG pipeline interconnection.

TYR has the right to defer the project and has no obligation to complete the project. EmberClear’s right to the US \$4.0 million will expire if TYR abandons the project. The US \$4.0 million is unlikely to be received prior to 2018 and there is uncertainty whether EmberClear will collect any amount from TYR.

Birdsboro Power

In April 2015, EmberClear signed a US \$1.923 million non-recourse loan agreement with Ares Management (“**Ares**”) whereby Ares agreed to loan the funds to an EmberClear subsidiary, Birdsboro Power LLC, to develop the Birdsboro Power project in Northeast Pennsylvania. The funds are advanced by Ares to Birdsboro Power LLC on a periodic basis provided Birdsboro Power LLC meets certain milestones. The loan covers the various development costs as incurred (site costs, permits, surveys, feasibility and impact studies, etc.) and a monthly retainer of US \$33,000. The monthly retainer is in place until December 2016. Pursuant to the agreement, EmberClear may also earn a development fee of US \$10.0 million at financial close and a carried interest fee once the project commences operations.

In order to achieve financial close there are numerous regulatory and environmental approvals, permits, connection contracts, rights-of-way and other required contracts to be

put in place. There are many challenges to this project. EmberClear is of the view that all approvals and contracts can be in place such that financial close will occur by end of 2016. However, as with the Good Spring project there is no certainty whether the project will move forward or Ares will abandon the project.

The development fee is subject to approval by the project lenders (yet to be determined) and Ares can adjust the development fee if there are negative changes to the economics of the project including cash-flows. Any carried interest is only available to EmberClear provided that Ares recovers its investment in the project. Again, the carried interest can be adjusted if there are significant negative changes to the economic conditions of the project.

In June 2015, EmberClear entered into a partnership agreement with a New Jersey based construction company, DCO Energy (“**DCO**”) to co-develop the Archbald Power Project, a new venture. The Archbald Project is in the early stage of development.

In October 2015, DCO invested US\$500,000 in EmberClear for EmberClear to provide assistance in securing a construction contract on the Birdsboro Power project from Ares Management. EmberClear assigned 5% of its future earnings interest in the Birdsboro Power project to DCO and agreed to promote its construction business. DCO also has the right to recover its investment from other projects developed by EmberClear if the payout from the Birdsboro Power project is less than the US\$500,000 invested by DCO.

Additional Background

In addition to the two projects Emberclear also owns 319 acres of undeveloped land located in Tremont, Pennsylvania. This land was purchased for its potential coal reserves. At EY's instructions, EmberClear engaged an independent certified appraisal firm, Schuylkill Associates (“**Schuylkill**”) to value the Tremont property.

Schuylkill appraised the 319 acres at a fair market value of US \$475,000. That value assumed a marketing time frame of approximately one year. The appraiser was only able to source two comparables in respect of the appraisal. EmberClear is of the view that the land is illiquid in the current environment as coal reserves carry negative value. Moreover, the land is in a low lying area and is apparently prone to flooding.

EmberClear is insolvent. It is unable to meet its existing obligations. EmberClear has defaulted on its debentures and has been unable to service the debenture interest. Moreover, EmberClear has built up trade debt totaling approximately US \$880,860 and is unable to make payments on these debts.

EmberClear's precarious financial situation and uncertain future has impacted its employees. In July 2015, Emberclear's co-founder and Chief Operating Officer left to join a competing well-capitalized developer for better prospects. EmberClear's business depends on its employees and their expertise and familiarity with the projects. Management is of the view that without future operational certainty one or more of EmberClear's key employees will leave causing irreparable harm to EmberClear's business.

EmberClear has attempted to raise capital for more than a year but has been unsuccessful. Emberclear has recently sourced an investor (the “**White Knight**”) that will provide funding

for EmberClear to make a proposal to its debenture holders and creditors and to fund the ongoing operations of EmberClear.

Summary

The projects that EmberClear is involved in are complicated, have been delayed and Emberclear continues to incur ongoing costs. Other than the 319 acres, EmberClear does not own any tangible assets. The only current source of revenue is the US \$33,000 monthly amount paid by Ares.

EmberClear's future potential earnings from its two projects are dependent on management's performance and prevailing market conditions. There is no certainty that the development fees from the Good Spring project and the Birdsboro Power project will be collected as substantial work by EmberClear and funding from third parties is required before either project reaches financial close.

However, the funding to be provided by the White Knight will provide some recovery to EmberClear's creditors and will allow it to continue to operate to attempt to bring the two projects to fruition.

In connection with advancing a proposal to its creditors, EmberClear has taken steps to streamline its operations and reduce administrative expenses. In this connection, EmberClear has undertaken a windup of five subsidiary companies, IMC360 Company, IMC Sensors, Inc., EmberClear Hong Kong Limited, EmberClear Inc. and EmberClear Kosovo LLC. EmberClear advised that these five companies, other than EmberClear Inc., had no assets or liabilities. In respect of EmberClear Inc., it had no liabilities; however, it owned the shares in EmberClear Reserves Inc., the company that owns the Tremont property. Prior to the windup of EmberClear Inc. the shares of EmberClear Reserves Inc. were transferred to EmberClear. Attached as Appendix "B" is an organization chart reflecting the EmberClear group of companies subsequent to April 15, 2016.

2.0 Summary of The Proposal

A US holding company ("US Holdco") will be established to fund the Proposal. US Holdco will be a limited partnership and its general partner will be EmberClear Management Inc., a corporation incorporated under the laws of the state of Delaware, wholly owned by David Anderson and Raj Suri, principals of EmberClear.

EmberClear will sell all of the issued and outstanding shares it holds of Eagle Point GTL LLC, EmberClear GTL LLC, EmberClear GTL MS LLC, EmberClear Company, EmberClear Reserves Inc. and Archibald Energy Partners LLC to US Holdco. The consideration to be paid by US Holdco will be cash (the "**Cash Pool**") and debt instruments issued by US Holdco (the "**Notes**"). US Holdco will be financed by David Anderson.

There will be one (1) class of creditors comprising all unsecured creditors of EmberClear. Creditors will be given the option of either:

- a) accepting a payment of \$0.10 per \$1.00 of each proven claim in cash (the “**Cash Option**”); or
- b) choosing to receive a Note in an amount equal to \$0.70 per \$1.00 of each proven claim (the “**Note Option**”) in full and final satisfaction of all claims against EmberClear.

Creditors that do not make an election between the Cash Option and the Note Option will be deemed to have elected the Cash Option.

The Notes will be issued by US Holdco and:

- a) have a value for distribution purposes under the Proposal equal to the amount received had the creditor elected the Cash Option;
- b) mature twenty-four (24) months after being issued;
- c) are unsecured;
- d) are non-transferable and non-interest bearing;
- e) will not be repaid until the financing provided by David Anderson to fund the Proposal and to fund US Holdco’s ongoing operations in respect of the Good Spring project and Birdsboro Power project is repaid in full. The funds provided by David Anderson to US Holdco will be by way of a loan bearing interest at 25%; and
- f) contain such other terms and conditions that are generally included in a note of this nature and are otherwise acceptable to the Trustee.

EmberClear will cease to be a publicly traded company, wind-up all its subsidiaries and wind-up its own affairs. Attached as Appendix “C” is an organization chart reflecting the EmberClear group of companies subsequent to implementation of the Proposal.

2.1 **Distribution**

Upon the Proposal being implemented, payment will be made to creditors as follows:

- a) the Trustee will distribute the cash received from US Holdco:
 - i. to the preferred creditors of EmberClear, if any, in full;
 - ii. in payment of all fees, expenses and costs of legal counsel to EmberClear on a solicitor and its own client, full indemnity basis and all fees, expenses and costs of the Trustee, including the Trustee’s legal fees and disbursements on a solicitor and his own client, full indemnity basis, on and incidental to the

administration of the assets and liabilities of EmberClear, the preparation, approval and implementation of the Proposal whether incurred prior to or after the date of the Proposal and to proceedings arising out of the Proposal and any amendments thereto; and

- iii. to all proven creditors that elected the Cash Option in an amount equal to \$0.10 per \$1.00 of their proven claim.
- b) US Holdco (under the supervision of the Trustee) will distribute a Note to all proven creditors that elected the Note Option in an amount equal to \$0.70 per \$1.00 of their proven claim.

The distributions of cash by the Trustee and Notes by US Holdco will be made:

- a) as soon as practicable after the implementation date of the Proposal;
- b) without any interest, penalty, or bonus;
- c) subject to any applicable securities law requirements; and
- d) in full and final satisfaction of each proven claim.

All distributions made pursuant to the Proposal are subject to the Superintendent of Bankruptcy Levy.

2.2 **Conditions Precedent**

The following are conditions precedent to the implementation of the Proposal:

- a) The required majority of creditors accept the Proposal;
- b) The Court approves the Proposal; and
- c) Within 60 days from Court approval the US Holdco's purchase of EmberClear's assets has closed into escrow pending only the payments and distributions being made pursuant to the Proposal.

2.3 **Miscellaneous**

EmberClear may amend its Proposal prior to or at the creditors meeting held to consider and vote upon the Proposal.

At the statutory meeting of creditors held to consider the Proposal, creditors may appoint up to five (5) inspectors under the Proposal, whose duties shall be those as set out in the *Bankruptcy and Insolvency Act*, as well as:

- a) approving or disapproving any extension of time reasonably required by the Trustee or EmberClear to do anything required under the terms of this Proposal; and

- b) approving or disapproving any other action the Trustee may wish to take with respect to the Proposal as the Trustee may from time to time refer to said inspectors.

3.0 Financial Position

Accompanying EmberClear's Proposal is an Estimated Statement of Affairs ("ESA") reflecting the company's assets and liabilities as at April 30, 2016. The ESA has been prepared based on the Trustee's review of EmberClear's financial affairs and reflects assets of \$1,193,435 and liabilities of \$9,663,075 indicating a deficit of \$8,469,640. Attached to the ESA are explanatory notes which provide further explanation of each asset and liability amount reflected therein and should be read in conjunction with the Estimated Statement of Affairs.

The majority of EmberClear's assets relate to the Good Spring project and the Birdsboro Power project. The amount to be realized from these two contingent assets is unknown and any realizations are dependent on EmberClear meeting its ongoing development commitments and whether the third parties proceed with the two projects. Any realizations are likely more than a year away and are only available to EmberClear if the two projects are determined to be financially viable by the third parties.

The amounts owed to the debenture holders and the unsecured creditors are based on information provided to the Trustee by EmberClear. The amounts may vary depending on the validity of the proofs of claims filed with the Trustee.

4.0 Cash Flow

The Trustee has reviewed the cash-flow prepared by EmberClear. Emberclear currently has some cash to fund the ongoing operations of the business but only for a limited time frame.

Emberlear's ongoing costs comprise mainly salaries to its five employees and operating expenses. The \$33,000 monthly retainer from Ares is insufficient to fund EmberClear's ongoing costs in the long run. The notes to the cash-flow provide further explanation of the revenue and expense items. Emberclear's thirteen week cash-flow is attached as Appendix "D".

5.0 Conclusion and Recommendation

Should creditors reject the Proposal, EmberClear will be bankrupt. It is the Trustee's view that in the case of a bankruptcy, the debenture holders and unsecured creditors will experience a lower recovery from the assets than what is being offered in the Proposal as:

- a) The funds from the White Knight will not be advanced to EmberClear;
- b) The only amounts available to the creditors will be some cash and proceeds from the sale of the land, the amount of which is uncertain;
- c) DCO will likely become a creditor of EmberClear in the amount of US \$500,000 as Emberclear will no longer be in a position to provide assistance to secure a

construction contract on the Birdsboro Power project thereby diluting recoveries for Emberclear's other creditors; and

- d) EmberClear's business will collapse and the employees will leave immediately or be terminated. Emberclear will no longer have the expertise to meet its obligations in respect of the Good Spring project and the Birdsboro Power project. With the agreements in default it is doubtful that EmberClear will recover any of its development fees from either project.

Accordingly, the Trustee recommends the acceptance of the Proposal.

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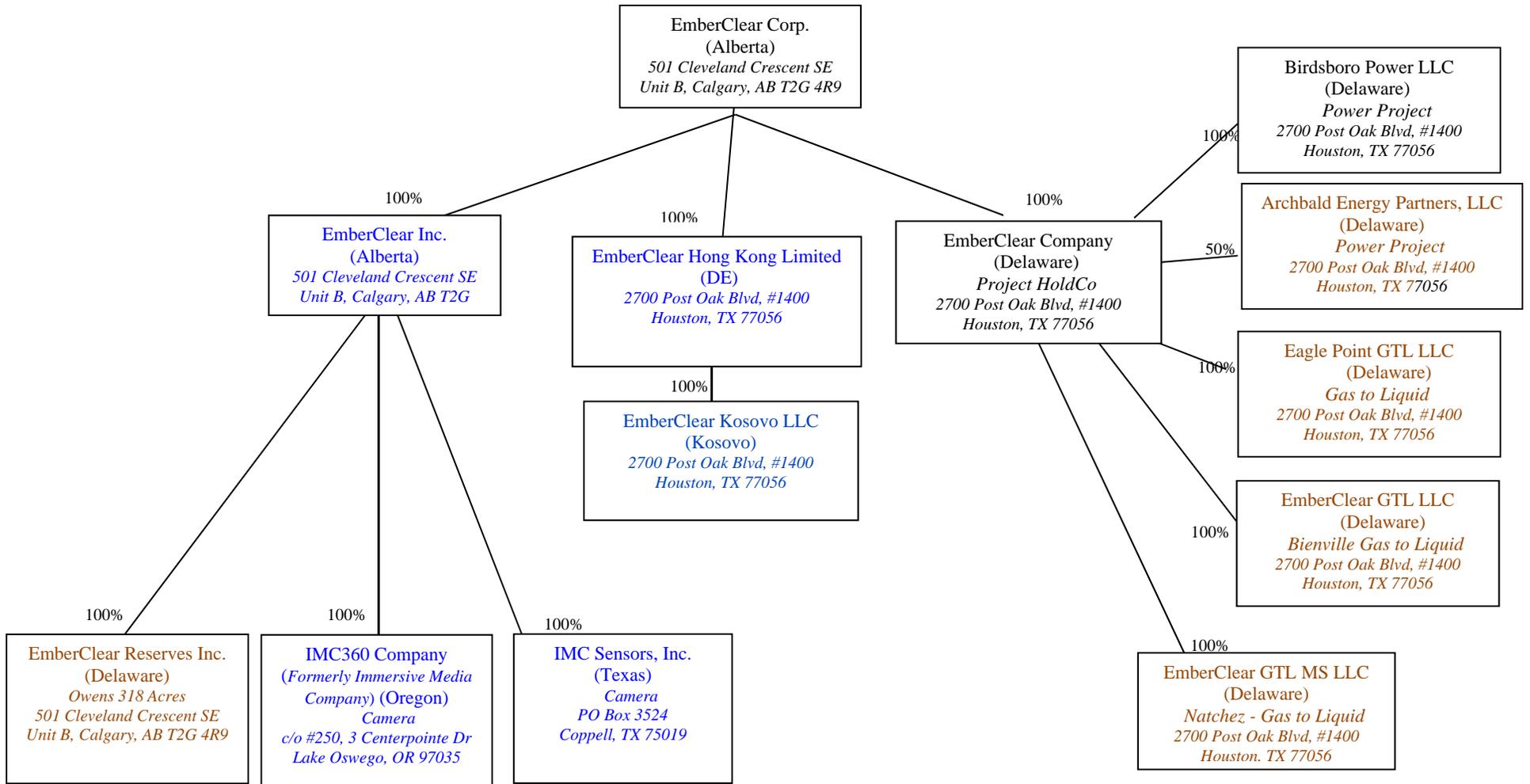
Yours very truly,

Ernst & Young Inc.
Trustee in the Matter of the Proposal of
EmberClear Corporation

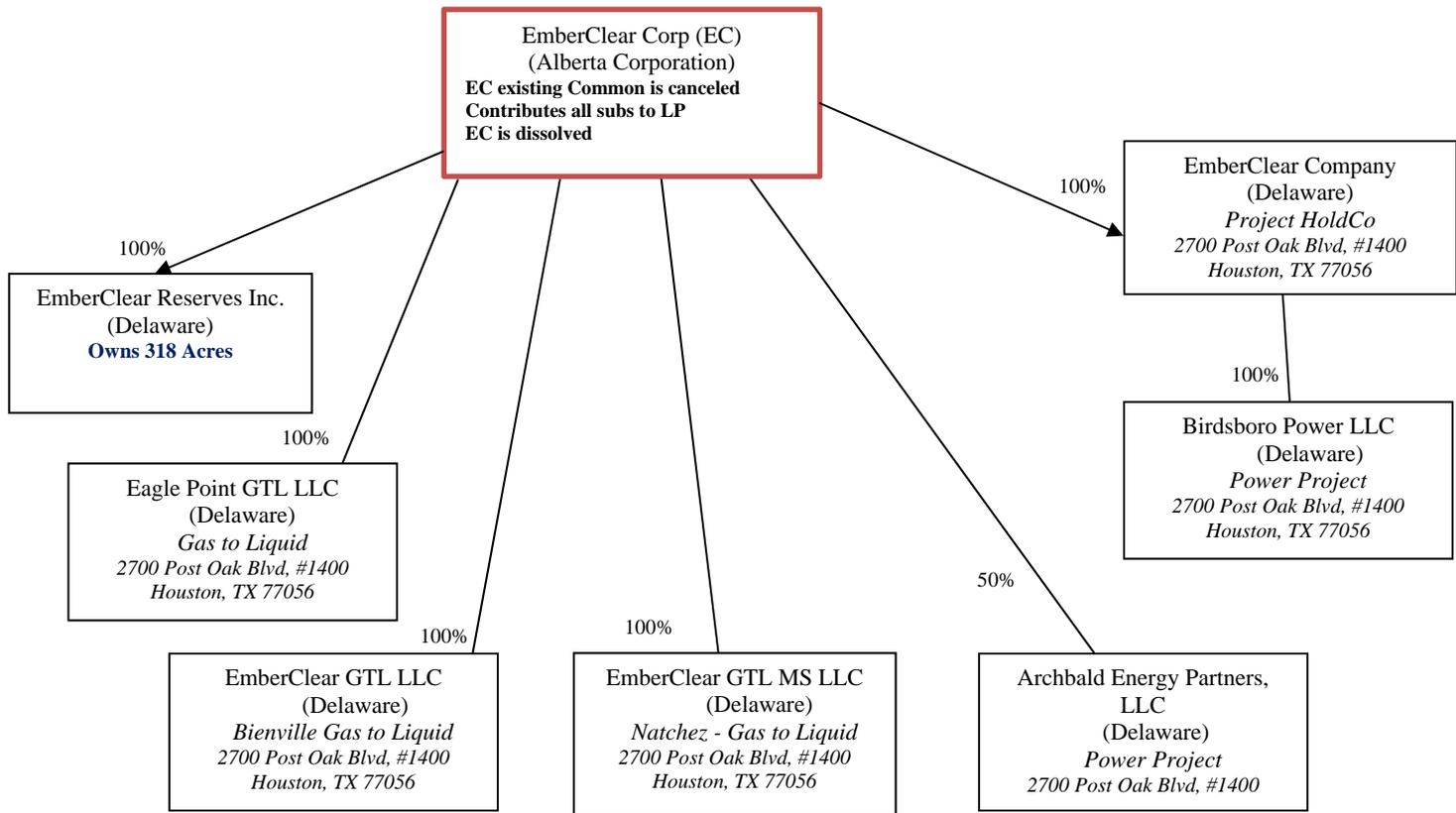


Per: R.J. Taylor, FCA, CIRP

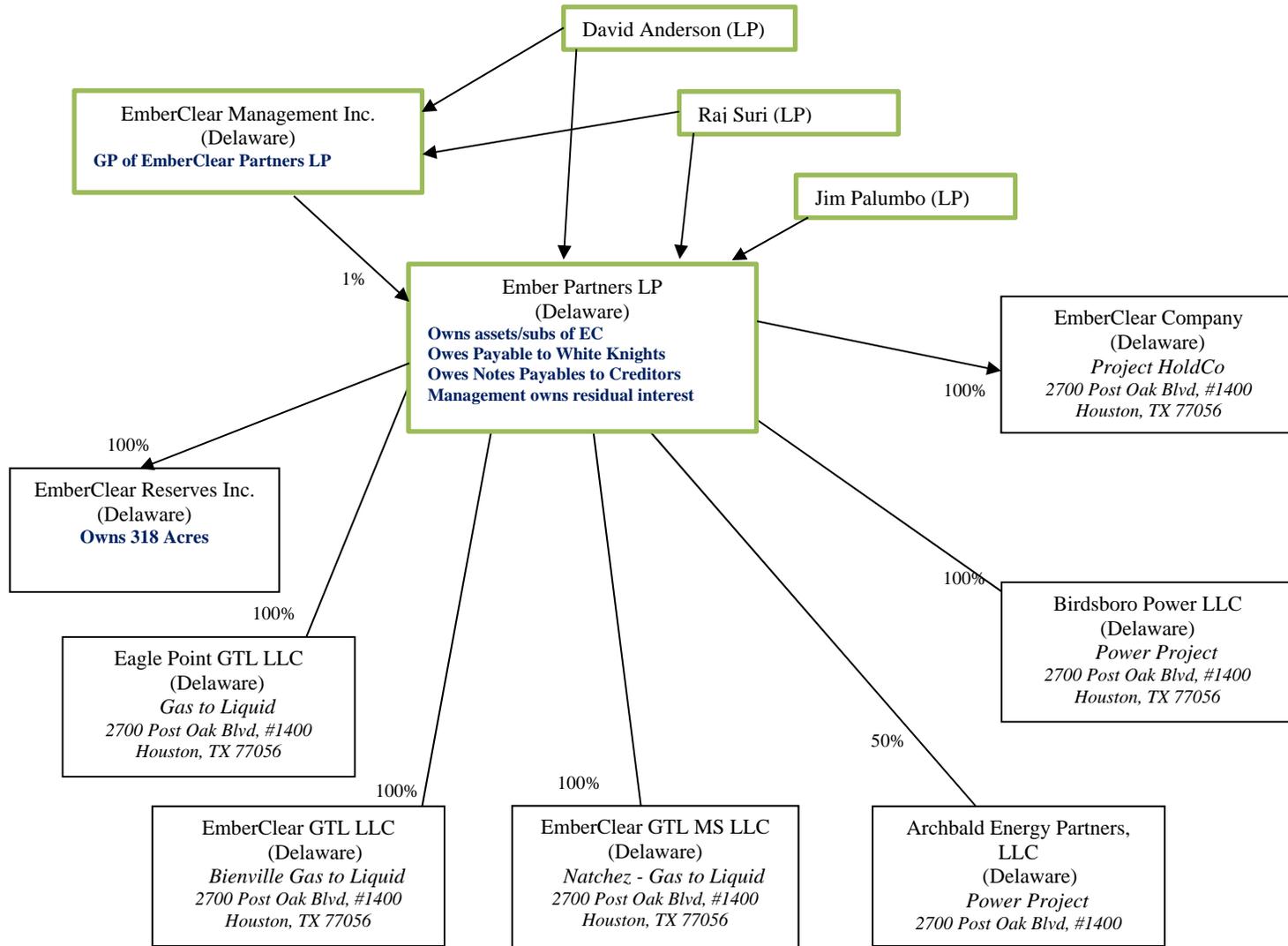
EMBERCLEAR ORG CHART – CURRENT



ORG CHART – AS OF APRIL 15, 2016



ORG CHART – AFTER PURCHASE



District of: Alberta
 Division No. 02 - Calgary
 Court No.
 Estate No.

Original

Amended

-- Form 78 --

Statement of Affairs (Business Proposal) made by an entity
 (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)

In the matter of the Proposal of
 EmberClear Corp.

To the debtor:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the filing of your proposal (or notice of intention, if applicable), on the 5th day of May 2016. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)		ASSETS (as stated and estimated by the officer)	
1. Unsecured creditors as per list "A"	8,568,074.52	1. Inventory	0.00
Balance of secured claims as per list "B"	0.00	2. Trade fixtures, etc.	0.00
Total unsecured creditors	8,568,074.52	3. Accounts receivable and other receivables, as per list "E"	
2. Secured creditors as per list "B"	0.00	Good	0.00
3. Preferred creditors as per list "C"	70,000.00	Doubtful	0.00
4. Contingent, trust claims or other liabilities as per list "D" estimated to be reclaimable for	625,000.00	Bad	0.00
Total liabilities	9,263,074.52	Estimated to produce	0.00
Surplus	NIL	4. Bills of exchange, promissory note, etc., as per list "F"	0.00
		5. Deposits in financial institutions	0.00
		6. Cash	599,685.00
		7. Livestock	0.00
		8. Machinery, equipment and plant	0.00
		9. Real property or immovable as per list "G"	593,750.00
		10. Furniture	0.00
		11. RRSPs, RRIFs, life insurance, etc.	0.00
		12. Securities (shares, bonds, debentures, etc.)	0.00
		13. Interests under wills	0.00
		14. Vehicles	0.00
		15. Other property, as per list "H"	0.00
		If debtor is a corporation, add:	
		Amount of subscribed capital	0.00
		Amount paid on capital	0.00
		Balance subscribed and unpaid	0.00
		Estimated to produce	0.00
		Total assets	1,193,435.00
		Deficiency	8,069,639.52

I, David Anderson, of the city of Calgary in the Province of Alberta, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of my affairs on the 5th day of May 2016 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)

before me at the city of Calgary in the Province of Alberta, on this 5th day of May 2016.

 Robert Taylor, Commissioner of Oaths
 For the Province of Alberta
 Expires Mar. 16, 2018

 David Anderson

District of: Alberta
 Division No. 02 - Calgary
 Court No.
 Estate No.

FORM 78 -- Continued

List "A"
 Unsecured Creditors

EmberClear Corp.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	1192916 ALBERTA LTD	28 PUMPMEADOW CRES SW Calgary AB T2V 5C8	36,000.00	0.00	36,000.00
2	228277 Holdings Ltd.	#2 710072 Highway #40 County of Grande Prairie AB T8W 5B6	100,000.00	0.00	100,000.00
3	375952 ALBERTA LTD.	503 42 AVE SE Calgary AB T2G 1Y7	99,000.00	0.00	99,000.00
4	Albert Lin	6219 Virgo Road Oakland CA 94611 USA	27,000.00	0.00	27,000.00
5	ALLEN DIEDE	18 MOUNTAIN PARK DRIVE SE Calgary AB T2Z 1P1	27,000.00	0.00	27,000.00
6	Andrews Kurth LLP	PO Box 301276 Dallas TX 75303-1276 USA	257,163.75	0.00	257,163.75
7	AOL Inc.	770 Broadway, 4th Floor New York NY 10003-9558 USA	150,000.00	0.00	150,000.00
8	Barrie Reagan	18 Rosery Place Calgary AB T2K 1L2	36,000.00	0.00	36,000.00
9	BILL ORCHARD	315 MILLRISE DR SW Calgary AB T2Y 2B4	45,000.00	0.00	45,000.00
10	BOW SUMMIT RESOURCES LTD., C/O GRANT GOODMAN	701-9803-24 ST SW Calgary AB T2V 1S5	36,000.00	0.00	36,000.00
11	BRIAN HEARST	3819 ELBOW DR SW Calgary AB T2S 2J9	9,000.00	0.00	9,000.00
12	BRUCE HANCHAR	47 PATTERSON HILL SW Calgary AB T3H 2E7	90,000.00	0.00	90,000.00
13	Burnet, Duckworth & Palmer LLP	2400, 525 - 8 Avenue SW Calgary AB T2P 1G1	112,606.60	0.00	112,606.60
14	CAFO	200 University Avenue, Suite 501 Toronto ON M5H 3C6	2,972.80	0.00	2,972.80
15	Caroline Kerr	294 Somerside Pk. SW Calgary AB T2Y 3G6	17,000.00	0.00	17,000.00
16	CCA Capital LLC	One Boston Place - 201 Washington Street, Suite 3825 Boston MA 02108-4403 USA	175,000.00	0.00	175,000.00
17	CHRIS CHAMBERLAIN	2532 TORONTO CRESCENT Calgary AB T2N 3W1	99,000.00	0.00	99,000.00
18	Cindy Bosse	Site 3, Box 9, RR#2 Carstairs AB T0M 0N0	15,000.00	0.00	15,000.00
19	CNW	88 Queens Quay West Suite 300 Toronto ON M5J 0B8	1,200.00	0.00	1,200.00
20	COLIN SHEEDY	416 SANDSTONE PLACE OKOTOKOS AB T1S 1P9	54,000.00	0.00	54,000.00
21	Computershare Trust Company of Canada	510 Burrard Street, 3rd Floor Vancouver BC V6C 3B9	2,481.52	0.00	2,481.52
22	DALE DUSTERHOFT	31084 SWIFT CREEK TERRACE Calgary AB T3Z 0B7	198,000.00	0.00	198,000.00
23	DAN O'REILLY	C/O 1015 - 13TH AVE SW Calgary AB T2R 0L5	153,000.00	0.00	153,000.00
24	DARRELL LETKEMAN	4920 NANTON ROAD NW Calgary AB T2K 2N2	54,000.00	0.00	54,000.00

22-Apr-2016

Date

David Anderson

District of: Alberta
 Division No. 02 - Calgary
 Court No.
 Estate No.

FORM 78 -- Continued

List "A"
 Unsecured Creditors

EmberClear Corp.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
25	DARREN LEE	4 RAY BAY BLVD Cleveland QLD 4163 Australia	18,000.00	0.00	18,000.00
26	Darren Olson	2625 24A Street SW Calgary AB T3E 1W2	100,000.00	0.00	100,000.00
27	David Berg	67 Watts Crescent Kingston ON K7M 2P4	50,000.00	0.00	50,000.00
28	David Browne	1539 Windsor Street NW Calgary AB T2N 3X5	50,000.00	0.00	50,000.00
29	DAVID BROWNE	1539 WINDSOR ST NW Calgary AB T2N 3X5	54,000.00	0.00	54,000.00
30	David E. Kaplan	5785 Harbord Drive Oakland CA 94611 USA	9,000.00	0.00	9,000.00
31	DAVID WINTER	1130 FRONTENAC AVE SW Calgary AB T2T 1B6	72,000.00	0.00	72,000.00
32	DCO Energy LLC	52 McKillip Rd. Absecon NJ 08201 USA	625,000.00	0.00	625,000.00
33	DEREK TRAPP & ISABELLE TRAPP	3271 SIGNAL HILL DRIVE SW Calgary AB T3H 3T7	45,000.00	0.00	45,000.00
34	DON CHAMBERLAIN C/O MAISON MAZEL LTD.	6806 RAILWAY STREET SE Calgary AB T2H 3A6	297,000.00	0.00	297,000.00
35	Donald Kerr	294 Somerside Pk. SW Calgary AB T2Y 3G6	8,000.00	0.00	8,000.00
36	DONALD KERR	294 SOMERSIDE PK SW Calgary AB T2Y 3G6	36,000.00	0.00	36,000.00
37	Donald Luft	146 Mt. Douglas Close SE Calgary AB T2Z 3S1	200,000.00	0.00	200,000.00
38	DR. DAGMAR MUELLER	135 SNOWBERRY VIEW Calgary AB T3Z 3C5	63,000.00	0.00	63,000.00
39	DUNCAN MCINTOSH	32 WOOD CRES SW Calgary AB T2W 4B6	108,000.00	0.00	108,000.00
40	ED HUCMAN	1140 - 42 ST SW Calgary AB T3C 1Z1	36,000.00	0.00	36,000.00
41	ELEANOR CHIU	1005 11 AVE SW Calgary AB T2R 0G1	108,000.00	0.00	108,000.00
42	ELEANOR CHIU	1005 11 AVE SW Calgary AB T2R 0G1	144,000.00	0.00	144,000.00
43	Eleanor Chiu and/or Wayne Chiu	1005-11 Ave SW Calgary AB T2R 0G1	100,000.00	0.00	100,000.00
44	F. Garfield Anderson	102 Eagle Ridge Drive SW Calgary AB T2V 2V4	45,000.00	0.00	45,000.00
45	FAYE AUVIGNE	2, 38419 - RANGE ROAD 284 RED DEER AB T4S 1Z9	27,000.00	0.00	27,000.00
46	FLORENCE JAMES	218 HIDDEN RANCH PL NW Calgary AB T3A 5N8	18,000.00	0.00	18,000.00
47	GABRIEL OLLIVER	100 SPRING VALLEY WAY SW CALGARY AB T3H 4V1	36,000.00	0.00	36,000.00
48	GHASSEN HAMIDI	16 MOUNT DOUGLAS CIRCLE SE Calgary AB T2Z 3N9	27,000.00	0.00	27,000.00

22-Apr-2016

Date

David Anderson

District of: Alberta
 Division No. 02 - Calgary
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 Estate No.

FORM 78 -- Continued

List "A"
 Unsecured Creditors

EmberClear Corp.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
49	Grant Thornton LLP	1212 - 2000 Barrington Street Halifax NS B3J 3K1	328,030.95	0.00	328,030.95
50	GREG BURROWS & CINDY BURROWS	110 TUSCANNY GLEN PARK NW Calgary AB T3G 3E6	18,000.00	0.00	18,000.00
51	GRUNDY HOLDINGS INC	14445 123 AVE NW EDMONTON AB T5L 2Y1	117,000.00	0.00	117,000.00
52	HAL LANDRY	404-1828-14 ST SW Calgary AB T2T 3S9	54,000.00	0.00	54,000.00
53	HARRY CAMPBELL C/O BURNET DUCKWORTH &PALMER LLP	525 8TH AVE SW UNIT 2400 Calgary AB T2P 1G1	54,000.00	0.00	54,000.00
54	HOWIE KLETTL	129 SIENNA PARK DR SW Calgary AB T3H 5H4	9,000.00	0.00	9,000.00
55	HUGH HARLINGTEN	2280 LYTHE COURT WEST VANCOUVER BC V7S 3H8	54,000.00	0.00	54,000.00
56	James Palumbo	15 Steinbeck Drive Moosic PA 18507 USA	9,000.00	0.00	9,000.00
57	JAMES ROMERIL	127 KINCORA PT NW Calgary AB T3R 0A5	18,000.00	0.00	18,000.00
58	JOHN BARRON	39 BAYCREST CRT SW Calgary AB T2V 5K1	27,000.00	0.00	27,000.00
59	JOHN BARRON	39 BAYCREST CRT SW Calgary AB T2V 5K1	27,000.00	0.00	27,000.00
60	John van Roessel	96 Mt. Belcher Place SE Calgary AB T2Z 2G1	20,999.70	0.00	20,999.70
61	Julie Cohen	EMB 325 Stone Road North Abington Twp. PA 18414 USA	9,000.00	0.00	9,000.00
62	Keith Rose	84 Sunrise Circle SE Calgary AB T2X 3A6	100,000.00	0.00	100,000.00
63	KEITH ROSE	84 SUNRISE CIR SE Calgary AB T2X 3A6	99,000.00	0.00	99,000.00
64	KENNETH BERG	24 STRATHWOOD BAY SW Calgary AB T3H 1V6	99,000.00	0.00	99,000.00
65	Kevin Suffern	7 Lynnview Court SE Calgary AB T2C 3A4	100,000.00	0.00	100,000.00
66	Kevin Suffern	7 Lynnview Court SE Calgary AB T2C 3A4	49,000.00	0.00	49,000.00
67	KURTIS LIVELY	PO BOX 1740 NANTON AB T0L 1R0	18,000.00	0.00	18,000.00
68	L. ROBIN LITTLE	102 HARVEST OAK CRES NE Calgary AB T3K 4C9	45,000.00	0.00	45,000.00
69	LARRY FEDCHUN	41 ASPEN RIDGE WAY SW Calgary AB T3E 5M2	27,000.00	0.00	27,000.00
70	LES GUZOWSKI	PO BOX 8, SITE 16 MILLARVILLE AB T0L 1K0	153,000.00	0.00	153,000.00
71	Mark Morin	435 Woodbend Road SW Calgary AB T2J 1L7	100,000.00	0.00	100,000.00
72	MARK SHILLING	5555 ELBOW DR SW SUITE 213 Calgary AB T2V 1H7	27,000.00	0.00	27,000.00

22-Apr-2016

Date

David Anderson

District of: Alberta
 Division No. 02 - Calgary
 Court No.
 Estate No.

FORM 78 -- Continued

List "A"
 Unsecured Creditors

EmberClear Corp.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
73	MARLENE DIEDE	18 MOUNTAIN PARK DRIVE SE Calgary AB T2Z 1P1	27,000.00	0.00	27,000.00
74	Martin Lin	2016 Park Street Houston TX 77019 USA	18,000.00	0.00	18,000.00
75	Mary Jill Daly	401 North 31st Street, Suite 1700 PO Box 7028 Billings MT 59101 USA	99,000.00	0.00	99,000.00
76	MAURICE ILES	29 RAVENSCRAG CRES NORGLLENWOLD AB T4S 1S5	18,000.00	0.00	18,000.00
77	MELANIE NAHAYOWSKI	18-210 25 AVE SW Calgary AB T2S 0L1	45,000.00	0.00	45,000.00
78	MELANIE NAHAYOWSKI	18-210 25 AVE SW Calgary AB T2S 0L1	18,000.00	0.00	18,000.00
79	Michael (Tony) Nunziata	232 3rd Avenue NE Calgary AB T2E 0H2	40,000.00	0.00	40,000.00
80	MICHAEL A NUNZIATA	232 3 AVE NE Calgary AB T2E 0H2	45,000.00	0.00	45,000.00
81	MIRKO POCKAR	121 ARTISTS VIEW DR Calgary AB T3Z 3N4	99,000.00	0.00	99,000.00
82	Murray Cobbe	51 Lynx Meadow Drive Calgary AB T3L 2L9	885,000.00	0.00	885,000.00
83	MURRAY COBBE	51 LYNX MEADOW DR Calgary AB T3L 2L9	198,000.00	0.00	198,000.00
84	MURRAY COBBE	51 LYNX MEADOW DR Calgary AB T3L 2L9	270,000.00	0.00	270,000.00
85	OLLIVIER CONSULTING GROUP	100 SPRING VALLEY WAY SW Calgary AB T3H 4V1	90,000.00	0.00	90,000.00
86	PATTI-JO NAUGHTON	199 ASPEN HILLS CLOSE SW Calgary AB T3H 0C8	9,000.00	0.00	9,000.00
87	Peter James	301 - 354 2nd Avenue NE Calgary AB T2E 0E3	50,000.00	0.00	50,000.00
88	Peter Kinash	224 -15th avenue SW Calgary AB T2R 0P7	18,000.00	0.00	18,000.00
89	Providence Engineering	1201 Main Street Baton Rouge LA 70802 USA	29,517.50	0.00	29,517.50
90	RANDY ROLLANS	PO BOX 5129 STN A Calgary AB T2H 1X3	45,000.00	0.00	45,000.00
91	ROB SALT	BOX 16, RR 1, SITE 2 DEWINTON AB T0L 0X0	36,000.00	0.00	36,000.00
92	ROBERT BUCHAN	252 SUNRISE CIR SE Calgary AB T2X 2Z6	18,000.00	0.00	18,000.00
93	ROBERT DICKSON	PO BOX 94 CHAUVIN AB T0B 0V0	36,000.00	0.00	36,000.00
94	ROBERT DICKSON	PO BOX 94 CHAUVIN AB T0B 0V0	9,000.00	0.00	9,000.00
95	Robert J. Stark	781 Santa Barbara Rd. Berkeley CA 94707 USA	36,000.00	0.00	36,000.00
96	ROBERT RIOPEL	5311-66 LAMINGTON STREET NEW FARM QLD 4005 Australia	9,000.00	0.00	9,000.00

22-Apr-2016

Date

David Anderson

District of: Alberta
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FORM 78 -- Continued

List "A"
 Unsecured Creditors

EmberClear Corp.

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
97	Roger Jain	7322 SW Freeway, Suite 1100 Houston TX 77074 USA	18,000.00	0.00	18,000.00
98	Shawn Bosse	Site 3, Box 9, RR#2 Carstairs AB T0M 0N0	23,000.00	0.00	23,000.00
99	SHAWN BOSSE	RR2, SITE 3, BOX 9 CARSTAIRS AB T0M 0N0	63,000.00	0.00	63,000.00
100	STANLEY SMITH	35 BAYCREST CRT SW Calgary AB T2V 5K1	27,000.00	0.00	27,000.00
101	STRADBROOKE HOLDINGS LTD, C/O HARRY CAMPBELL	525 8TH AVE SW SUITE 2400 Calgary AB T2P 1G1	45,000.00	0.00	45,000.00
102	Sue Riddell Rose	41 Woodhaven View SW Calgary AB T2W 5P6	100,000.00	0.00	100,000.00
103	Sue Riddell Rose and/or Michael Rose ITF Brendan Rose	41 Woodhaven View SW Calgary AB T2W 5P6	3,600.00	0.00	3,600.00
104	Sue Riddell Rose and/or Michael Rose ITF Jackson Riddell	41 Woodhaven View SW Calgary AB T2W 5P6	2,200.00	0.00	2,200.00
105	Sue Riddell Rose and/or Michael Rose ITF Jeremy Rose	41 Woodhaven View SW Calgary AB T2W 5P6	3,600.00	0.00	3,600.00
106	Sue Riddell Rose ITF Aidan Rose	41 Woodhaven View SW Calgary AB T2W 5P6	3,600.00	0.00	3,600.00
107	Susanne van Roessel	96 Mt. Belcher Place SE Calgary AB T2Z 2G1	9,000.00	0.00	9,000.00
108	THOMAS DEWAAL	75 HAVERHILL RD SW Calgary AB T2V 3E4	27,000.00	0.00	27,000.00
109	TIMOTHY HARKEMA	2128 LAKE BONAVISTA DR SE Calgary AB T2J 3Z6	54,000.00	0.00	54,000.00
110	Truly, Smith & Latham, PLLC	320 Main Street PO Box 1307 Natchez MS 39121 USA	3,750.00	0.00	3,750.00
111	Tun Myo Professional Corporation	1700, 521-3rd Avenue SW Calgary AB T2P 3R3	38,352.00	0.00	38,352.00
112	Tupelo Holdings Ltd.	7 Lynnview Court SE Calgary AB T2C 3A4	100,000.00	0.00	100,000.00
113	Virtus Holdings Ltd.	25 Cougar Ridge Cove SW Calgary AB T3H 0S5	110,999.70	0.00	110,999.70
114	Wes Dainard	24 Rivercroft Close SE Calgary AB T2C 3X4	25,000.00	0.00	25,000.00
115	Wes Dainard	24 Rivercroft Close SE Calgary AB T2C 3X4	75,000.00	0.00	75,000.00
116	WES DAINARD	24 RIVERCROFT CLOSE SE Calgary AB T2C 3X1	54,000.00	0.00	54,000.00
Total:			8,568,074.52	0.00	8,568,074.52

22-Apr-2016

Date

David Anderson

District of: Alberta
Division No. 02 - Calgary
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FORM 78 -- Continued

List "B"
Secured Creditors

EmberClear Corp.

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
			Total:			0.00	0.00	0.00

22-Apr-2016

Date

David Anderson

District of: Alberta
Division No. 02 - Calgary
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Estate No.

FORM 78 -- Continued

List "C"
Preferred Creditors for Wages, Rent, etc.

EmberClear Corp.

No.	Name of creditor	Address and occupation	Nature of claim	Period during which claim accrued	Amount of claim	Amount payable in full	Difference ranking for dividend
1	Employees	2200, 215 2nd Street SW Calgary AB T2P 1M4		-	70,000.00	0.00	70,000.00
Total:					70,000.00	0.00	70,000.00

22-Apr-2016

Date

David Anderson

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No.

FORM 78 -- Continued

List "D"
Contingent or Other Liabilities

EmberClear Corp.

No.	Name of creditor or claimant	Address and occupation	Amount of liability or claim	Amount expected to rank for dividend	Date when liability incurred	Nature of liability
1	DCO Energy LLC	52 McKillip Rd. Absecon NJ 08201 USA	625,000.00	0.00		Claimed
Total:			625,000.00	0.00		

22-Apr-2016

Date

David Anderson

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No.

FORM 78 -- Continued

List "E"
Debts Due to the Debtor

EmberClear Corp.

No.	Name of debtor	Address and occupation	Nature of debt	Amount of debt (good, doubtful, bad)	Folio of ledgers or other book where particulars to be found	When contracted	Estimated to produce	Particulars of any securities held for debt
			Total:	0.00 0.00 0.00			0.00	

22-Apr-2016

Date

David Anderson

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No.

FORM 78 -- Continued

List "F"

Bills of Exchange, Promissory Notes, Lien Notes, Chattel
Mortgages, etc., Available as Assets

EmberClear Corp.

No.	Name of all promissory, acceptors, endorsers, mortgagors, and guarantors	Address	Occupation	Amount of bill or note, etc.	Date when due	Estimated to produce	Particulars of any property held as security for payment of bill or note, etc.
Total:				0.00		0.00	

22-Apr-2016

Date

David Anderson

District of: Alberta
Division No. 02 - Calgary
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FORM 78 -- Continued

List "G"
Real Property or Immovables Owned by Debtor

EmberClear Corp.

Description of property	Nature of debtor interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
Land - Tremont - Porter and Frailey Townships - 319 Acres in Tremont, PA	100 %	EmberClear Corp.	593,750.00		0.00
Total:			593,750.00		0.00

22-Apr-2016

Date

David Anderson

District of: Alberta
 Division No. 02 - Calgary
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 Estate No.

FORM 78 -- Concluded

List "H"
 Property

EmberClear Corp.

FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade			0.00	0.00
(b) Trade fixtures, etc.			0.00	0.00
(c) Cash in financial institutions			0.00	0.00
(d) Cash on hand		Cash on hand	599,685.00	599,685.00
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant			0.00	0.00
(g) Furniture			0.00	0.00
(h) Life insurance policies, RRSPs, etc.			0.00	0.00
(i) Securities			0.00	0.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles			0.00	0.00
(l) Taxes			0.00	0.00
(m) Other			0.00	0.00
			Total:	599,685.00

22-Apr-2016

Date

David Anderson



Ernst & Young Inc.
1000, 440 - 2nd Avenue SW
Calgary, AB
T2G 5S6

Tel: +1 403 206 5153
Fax: +1 403 206 5075
ey.com

PROOF OF CLAIM

All notices or correspondence regarding this claim must be forwarded to the following address :

IN THE MATTER OF THE PROPOSAL OF: EmberClear Corp., of Calgary, Alberta, debtor
and the claim of _____, **creditor.**

I, _____ (name of creditor or representative of the creditor), of _____ (city and province)

DO HEREBY CERTIFY:

1. That I am a creditor of the above-named debtor, (or that I am _____ (state position or title) of _____ (name of creditor)).
2. That I have knowledge of all the circumstances connected with the claim referred to below.
3. That the debtor was, at the date of the proposal, namely the **5th day of May 2016** and still is, indebted to the creditor for the amount(s) indicated below, as specified in the statement of account (or affidavit or solemn declaration) attached and marked Schedule "A" (**Note 1**), after deducting any counterclaims to which the debtor is entitled. (**The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.**)
4. That the amount(s) and category/categories of the claim of the creditor are as follows:

Category/Categories

- Employee claim for unpaid wages and allowable expenses, under section 81.3(8) or 81.4(8) of the Act
- Claim of a Pension plan, under section 81.5 or 81.6 of the Act
- Claim of a farmer, fisherman or aquaculturist, under section 81.2 of the Act
- Secured claim (**notes 2 and 3**) – Value of the assets held as security: \$ _____
- Preferred claim, under section 136 of the Act
- Claim of a lessor further to the disclaimer of a lease, pursuant to section 65.2(4) of the Act
- Claim arising from the repudiation or resiliation of an agreement, pursuant to section 65.11(8) of the Act
- Claim of a customer of a securities firm, as defined in section 253 of the Act
- Ordinary unsecured claim

Amount (CDN \$)

Total amount of the claim

(Give full particulars of the claim, including the calculations upon which the claim is based, and the details to support a right to a priority claim, as the case may be).

5. That, to the best of my knowledge, I am (or the above-named creditor is) (or am not or is not) related to the debtor within the meaning of section 4 of the Act and have (or has) (or have not or has not) dealt with the debtor in a non-arm's-length manner.
6. That the payments that I have received from, and the credits that I have allowed to, the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event (May 5th, 2016) within the meaning of Section 2 of the Act are listed on Schedule "B" hereto: (**Provide details of payments and credits.**)

DATED in the city of _____ this _____ day of _____ 2016.

Signature of witness

Signature of creditor (of representative of the creditor)

Telephone no: () _____

Telecopier no: () _____

E-mail address: _____

Notes and warnings:

1. If an affidavit or solemn declaration is attached, it must have been made before a person qualified to take affidavits or solemn declarations.
2. With regards to a secured claim, provide full particulars if the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.
3. A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.
4. Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

INSTRUCTIONS FOR COMPLETING PROOF OF CLAIM AND PROXY

Please check each of the following requirements in order to prepare the attached forms in a complete and accurate manner.

PROOF OF CLAIM

- Give the **complete address, including postal code**, where all notices or correspondence are to be forwarded.
- If the creditor is a corporation, the full and complete legal name of the company or firm must be stated.
- Please state your name (or representative of the creditor), city of residence and province.
- The signature of a witness is required.
- The claim must be **signed personally by the individual** completing this declaration.
- The claim and/or proxy must be delivered by regular mail, registered mail, personal delivery, e-mailed (in PDF format), courier or facsimile transmission at the following address before the day of the meeting of creditors:

Ernst & Young Inc.
Attn: Jessica Caden
Ernst & Young Tower
1000, 440 – 2nd Avenue S.W.
Calgary, Alberta
T2P 5E9
E-mail: jessica.caden@ca.ey.com
Telephone: (403) 206-5394
Fax: (403) 206-5075

Paragraph (1)

- If you are completing the declaration for a corporation or another person, your **position or title**.

Paragraph (3)

- A **detailed statement of account** must be attached and must show the date, number and amount of all the invoices, charges, credits or payments.
- A statement of account is not complete if it begins with an amount brought forward.
- The amount of the statement of account **must agree** with the amount claimed on the proof of claim.

Paragraph (4)

- A creditor must indicate the category in which his claim falls by inserting the amount of the claim in the appropriate box, and providing in an appendix a full explanation of the basis of the claim.
- An ordinary creditor must specify if he claims or not a right to a priority under section 136 of the Act.
- A secured creditor must insert the value at which he assesses each of his securities and provide a **certified true copy** of the security documents as registered.
- In order to prepare its claim, the creditor should refer to the *Bankruptcy and Insolvency Act*, copy of which is accessible at <http://laws.justice.gc.ca/eng/StatutesByTitle>.

Paragraph (5)

- Strike out “are” or “are not” as applicable to you. You would be considered a related person if:
 - you are related to blood or marriage to the debtor;
 - if the debtor is a corporation and you were a shareholder or if your company was controlled by the same shareholders as the debtor corporation.

Paragraph (6)

- All creditors must attach a detailed list of all payments or credits received or granted, as follows:
 - within the 3 months immediately before the date of the initial bankruptcy event or proposal, if the creditor and the debtor are not related and dealt at arm’s length.
 - within the 12 months immediately before the date of the initial bankruptcy event or the proposal, if the creditor and the debtor are related or did not deal at arm’s length.

PROXY

A creditor may appoint a proxy by completing the proxy form. If the creditor is a corporation, the proxy form must be completed in the corporate name and the signature witnessed.



Ernst & Young Inc.
1000, 440 – 2nd Avenue SW
Calgary, AB
T2G 5S6

Tel: +1 403 206 5153
Fax: +1 403 206 5075
ey.com

PROXY

IN THE MATTER OF THE PROPOSAL OF: EMBERCLEAR CORP.

I, (or We) _____ (name of creditor), of _____ (name of town or city), a creditor in the above matter, hereby appoint _____, of the _____ of _____ (name of town or city), to be my (or our) proxy in the above matter, except as to the receipt of dividends, with (or without) power to appoint another proxy in his or her place.

Dated at _____, this _____ day of _____ 2016.
(name of town or city)

Signature of Witness

Signature of creditor (individual)

Name of Corporate Creditor

Signature of Witness

Per: _____
Name and Title of Signing Officer

VOTING LETTER

IN THE MATTER OF THE PROPOSAL OF

EMBERCLEAR CORP.

I (or We), _____, representing _____, a creditor in the above matter for the sum of \$_____, hereby request the Trustee acting with respect to the Proposal of _____, to record my vote as:

For _____

Against _____

the acceptance of the Proposal as made on the ____ day of _____, 2016 and elect either the:

- a) _____ Cash Option - accepting a payment of \$0.10 per \$1.00 of my (our) proven claim; or
- b) _____ Note Option - receiving a Note in the amount equal to \$0.70 per \$1.00 of my (our) proven claim.

Note – Even if you voted against the Proposal you must still choose one of these options. Any voting letter which does not conclusively indicate which election was chosen will, in accordance with the terms of the Proposal, be deemed to be an election in favour of the Cash Option.

DATED AT _____, THIS ____ DAY OF _____, 2016.

Signature of Witness

Signature of Creditor or Representative

Print Name and Title

NOTE: A person is not entitled to vote unless the Proof of Claim has been lodged with the Trustee before the time appointed for the meeting.

AUTHORIZATION

* In the case of a corporation, the following authorization should be completed:

We _____ (name of corporation) hereby appoint _____ (name of individual signing above) to be our authorized representative having full voting capacity in respect of the above Proposal.

DATED AT _____, THIS ____ DAY OF _____, 2016.

(Witness if not sealed)

(Name of Corporation)

Per: _____

Per: _____