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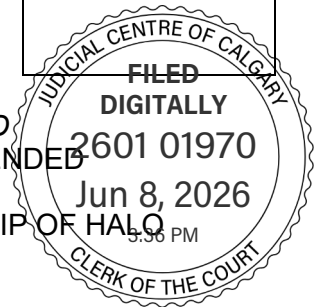
COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

IN THE MATTER OF *THE BANKRUPTCY AND
INSOLVENCY ACT*, RSC 1985 c B-3, AS AMENDED

AND IN THE MATTER OF THE RECEIVERSHIP OF HALO
EXPLORATION LTD.

Clerk's Stamp



DOCUMENT **BRIEF OF LAW**

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**APPLICATION BEFORE THE HONOURABLE JUSTICE R.W. ARMSTRONG TO BE HELD
ON JUNE 16, 2026 AT 10:00 A.M. ON THE COMMERCIAL LIST**

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I. OVERVIEW

1. This Brief is submitted on behalf of FTI Consulting Canada Inc. ("**FTI**") in its capacity as the Court-appointed Receiver of Halo Exploration Ltd. ("**Halo**" or the "**Debtor**"), in support of its application (the "**Application**") seeking the following orders:
 - (a) an Approval and Reverse Vesting Order (an "**RVO**"), among other things:
 - (i) declaring that the time for service of Application is abridged, and the application is properly returnable on June 16, 2026;
 - (ii) approving the sale transaction and other steps (the "**Transaction**") contemplated by the Subscription Agreement dated June 8, 2026 (the "**Subscription Agreement**"), a redacted copy of which is attached as Appendix A to the Second Report of the Receiver dated June 8, 2026 (the "**Second Report**"), and an unredacted copy of which is attached to the Confidential Supplement to the Second Report (the "**Confidential Supplement**");
 - (iii) upon the Receiver filing the Receiver's Closing Certificate: (A) removing the Debtor from these Receivership Proceedings; and (B) adding the Creditor Trust as a party in these Receivership Proceedings; and
 - (iv) approving the Releases (as defined below); and
 - (b) an Ancillary Relief Order:
 - (i) approving the Receiver's actions, conduct and activities, as described in the Second Report;
 - (ii) granting temporary sealing relief in respect of the Confidential Supplement to the Second Report (such relief being a "**Sealing Order**"); and
 - (iii) authorizing the Receiver to make the Distributions.

2. Following the completion of the SISP, the Receiver has been working diligently with Saturn Oil & Gas Inc. ("**Saturn**" or the "**Purchaser**") to finalize the Subscription Agreement in respect of the Transaction, pursuant to which the Purchaser will acquire the Purchased Shares.
3. The Confidential Supplement contains confidential information relating to the Transaction, including the unredacted Purchase Price. As a result, the Confidential Supplement be sealed and kept confidential until the completion of the Transaction (if approved) or any other transaction in respect of the assets to avoid potential prejudice to the Successful Bidder and/or to future efforts to market the Property.

II. **FACTUAL BACKGROUND**

4. The facts and background for the Application are set out more fully in the Second Report and are summarized below.
5. Capitalized terms used herein that are not otherwise defined have the meaning ascribed to them in the Second Report.

A. **The SISP and the Transaction**

6. As detailed further in the Second Report, the Receiver, in consultation with Invico and Northbase, implemented the SISP in respect of the Debtor, its assets (the "**Property**") and business (the "**Business**").
7. Ultimately, on June 8, 2026, the Receiver and the Purchaser entered into the Subscription Agreement.
8. The Transaction is structured as a share acquisition, whereby:
 - (a) the Purchaser will acquire the issued and outstanding shares of the Debtor, acquiring the Business and Property of the Debtor, including the Retained Assets and Retained Contracts (each as defined in the Subscription Agreement) on a "free and clear" basis (subject to certain Permitted Encumbrances); and
 - (b) all Transferred Assets and Transferred Liabilities (each as defined in the Subscription Agreement) will be transferred to the Creditor Trust, which will be administered by the Receiver, in its capacity as Trustee of the Creditor Trust.

III. ISSUES

9. The issues to be determined by the Court at the Application are whether:
- (a) the Transaction should be approved, including the proposed form of RVO, which includes:
 - (i) the Releases in favour of the Released Parties; and
 - (ii) upon the filing of the Receiver's Certificate, the discharge of the Debtor, and the addition of the Creditor Trust to these Receivership Proceedings;
 - (b) the Receiver's conduct, actions and activities should be approved;
 - (c) the Sealing Order in respect of the Confidential Supplement should be granted; and
 - (d) the Receiver should be authorized to make the Distributions.

IV. LAW AND ARGUMENT

A. The Transaction Should be Approved

10. The Receiver seeks approval of the proposed form of Subscription Agreement and the Transaction.
11. Ultimately, the Transaction will result in:
- (a) the Purchaser becoming the holder of all of the issued and outstanding equity interests of the Debtor (i.e. the Purchased Shares);
 - (b) the Debtor retaining the Retained Assets, including the key assets and the Business of the Debtor and the Retained Contracts (subject only to the Permitted Encumbrances); and
 - (c) the Transferred Assets and Transferred Liabilities being vested and transferred into the Creditor Trust.¹

¹ Second Report at para 37.

12. A detailed listing of the steps of the Transaction is listed at Section 3.3 to the Subscription Agreement.²
13. The Receiver is authorized by section 243(1)(c) of the *Bankruptcy and Insolvency Act* (the "BIA") and the Receivership Order to market and sell the Debtor's property outside the ordinary course of business.³
14. Specifically, paragraphs 3(k) and 3(l) of the Receivership Order provide that the Receiver is authorized "to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate..." and "to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business...", subject to the approval of this Honourable Court.⁴
15. The factors developed by the Ontario Court of Appeal in *Soundair* apply to the sale of assets by a receiver, namely:
 - (a) whether the receiver has made sufficient efforts to get the best price and has not acted improvidently;
 - (b) whether the interests of all parties have been considered; the efficacy and integrity of the process by which offers have been obtained; and
 - (c) whether there has been unfairness in the working out of the process.⁵
16. In *Sanjel*, Justice Romaine relied upon the Supreme Court of Canada comments in *Abitibi* and suggested that a court should give due consideration to two further factors, namely:

... the business judgment rule, in that a court will not lightly interfere with the exercise of the commercial and business judgment of the debtor company and the Receiver in the context of an asset sale where the marketing and sale process was fair, reasonable, transparent and efficient; and the weight to be given to the recommendation of the Receiver.⁶

² See Appendix A to the Second Report.

³ [BIA](#), s. 243.

⁴ [Receivership Order](#) granted by the Honourable Justice C.C.J. Feasby dated February 10, 2026.

⁵ *Royal Bank v Soundair Corp.*, [1991 CanLII 2727 \(ONCA\)](#) at paras 16, 82. [**Soundair**]

⁶ *Sanjel Corporation (Re)*, [2016 ABQB 257](#) at para 57. [**Sanjel**]

17. In *Acerus*, the Court held that when considering the transaction in question, which contemplated an RVO, the *Soundair* factors applied.⁷
18. As was the case in *Acerus*, the Transaction satisfies the above factors for, among others, the following reasons:⁸
 - (a) the SISP leading to the proposed Transaction was implemented by the Receiver, approved by this Court, and was reasonable and fair;
 - (b) the Receiver, with the assistance of the Key Employees, made sufficient efforts to get the best price did not act improvidently;
 - (c) the Second Report confirms the Receiver's opinion that the Transaction is the best and highest offer for the Debtor's Business;
 - (d) the Receiver consulted the interested creditors (and specifically the secured creditors), and the effects of the proposed Transaction on the creditors and other interested parties were considered;
 - (e) the consideration to be received is reasonable and fair;
 - (f) the SISP was fair, reasonable, transparent and efficient; and
 - (g) the Receiver recommends that the Transaction, and the ARVO, be approved.⁹

B. The Reverse Vesting Order is Appropriate and Meets the *Harte Gold* Test

19. In *Harte Gold*, the Court confirmed that, in addition to the *Soundair* principles, a reverse vesting order requires the court to consider four additional questions, namely:
 - (a) why is the RVO necessary?
 - (b) does the RVO structure produce an economic result that is at least as favourable as any other viable alternative?

⁷ *Acerus Pharmaceuticals Corporation (Re)*, [2023 ONSC 3314](#) at para 42. [*Acerus*]

⁸ Second Report at paras 41-54.

⁹ Second Report at para 32.

- (c) is any stakeholder worse off under the RVO structure than they would have been under another viable alternative? and
 - (d) does the consideration being paid reflect the value of the intangible assets being preserved under the RVO?¹⁰
20. While RVOs should not be the "norm", courts have found RVOs to be necessary and appropriate in circumstances where the debtor operates in a heavily regulated industry, and the licensing and permitting which are necessary to the debtor's business would be difficult to transfer or assign.¹¹
21. Reverse vesting transactions have been recognized in at least three types of circumstances:
- (a) where the debtor operates in a highly-regulated environment in which its existing permits, licenses or other rights are difficult or impossible to assign to a purchaser;
 - (b) where the debtor is a party to certain key agreements that would be similarly difficult or impossible to assign to a purchaser; and
 - (c) where maintaining the existing legal entities would preserve certain tax attributes that would otherwise be lost in a traditional vesting order transaction.¹²
22. Furthermore, Courts have favoured approving a proposed reverse vesting order transaction where a debtor's assets have been extensively marketed but have yielded no other potential offers.¹³
23. The Receiver submits that the RVO structure as contemplated is appropriate and satisfies the *Harte Gold* factors due to, among others, the presence of the following:
- (a) the RVO is necessary due to the highly-regulated nature of the Debtor's business, the value of which is dependent on maintaining the existing licenses. The reverse vesting structure preserves the licenses and ensures that the Debtor's business

¹⁰ *Harte Gold Corp. (Re)*, [2022 ONSC 653](#) at para [38](#) [**Harte Gold**]; *Invico Diversified Income Limited Partnership v NewGrange Energy Inc.*, [2024 ABKB 214](#) at para [20](#). [**Invico**]

¹¹ *Acerus*, at para [13](#).

¹² *Just Energy*, [2022 ONSC 6354](#) at para [34](#) [**Just Energy**]; *Arrangement relative a Blackrock Metals Inc.*, [2022 QCCS 2828](#) at paras [114](#) to [116](#). [**Blackrock**]

¹³ *Just Energy* at para [59](#); *Blackrock* at para [101](#).

will continue while transferring the Transferred Assets and Transferred Liabilities to the Creditor Trust;

- (b) there is substantial value in the Debtor's tax attributes, which cannot be preserved through an asset sale structure;
- (c) the Receiver believes that no stakeholders will be prejudiced by the reverse vesting structure, which in the Receiver's view:
 - (i) provides an economic result at least as favourable as any other viable alternative; and
 - (ii) does not leave any stakeholder worse off than they would be under any other viable alternative.
- (d) the consideration being paid reflects the value of the Debtor's assets and business, including the Licenses and the tax attributes, which were extensively marketed by the Receiver in accordance with the Court-approved SISP;
- (e) each of the other Phase II Bids contemplated a reverse vesting structure, demonstrating that a reverse vesting structure is the most viable structure in the circumstances; and
- (f) with respect to the Retained Contracts, such parties are no worse off under the RVO structure than any other structure as:
 - (i) such parties will benefit from Halo's go forward operations by continuing their existing contractual relationship; and
 - (ii) none of the Retained Contracts are being assigned to any party. However, in comparison with the counterfactual scenario where an assignment order might be required for the Restricted Retained Contracts, all counterparties to the Restricted Retained Contracts are being paid their applicable cure costs. Accordingly, such parties are receiving the same treatment that they would, outside of a reverse vesting order.

24. For the reasons set out above, the Receiver submits that the *Soundair* test and the *Harte Gold* factors have been met in the circumstances and requests that the RVO be granted.

C. The Releases Should be Granted

25. In connection with the Transaction, the Receiver also seeks the issuance of the Releases in favour of the Released Parties.
26. It is well established that courts have jurisdiction to sanction plans containing third-party releases.¹⁴ The relevant factors for the Court to consider in determining whether to approve releases include:
- (a) whether the parties to be released from claims were necessary and essential to the restructuring of the debtor;
 - (b) whether the claims to be released were rationally connected to the purpose of the plan and necessary for it;
 - (c) whether the release benefitted the debtor as well as the creditors generally; and
 - (d) whether the releases are fair, reasonable and not overly broad.¹⁵
27. As with most discretionary exercises, it is not necessary for each of the factors to apply in order for the release to be granted, and some factors may assume greater weight in one case than another.¹⁶
28. The same test governs third-party releases within court-sanctioned restructuring transactions, including reverse vesting orders. The Court in *Blackrock Metals* confirmed that it is "now commonplace for third-party releases, in favour of parties to a restructuring, their professional advisors as well as their directors, officers and others, to be approved outside of a plan in the context of a transaction."¹⁷

¹⁴ *Metcalfe & Mansfield Alternative Investments II Corp., (Re)*, [2008 ONCA 587](#) at para [78](#). [**Metcalfe & Mansfield**]

¹⁵ *Lydian International Limited (Re)*, [2020 ONSC 4006](#) at para 53.

¹⁶ *Re Green Relief Inc.*, [2020 ONSC 6837](#) at paras [27-30](#). [**Green Relief**]

¹⁷ *Blackrock* at para [128](#); see also *Green Relief* at paras [23-25](#) and *8640025 Canada Inc. (Re)*, [2021 BCSC 1826](#) at para [43](#).

29. Paragraph 19 of the proposed RVO contemplates a release in favour of the Creditor Trust, the Receiver and the Receiver's legal counsel from all claims in connection with the entrance and commencement of these receivership proceedings, the entering into and execution of the Agreement, or the implementation of the Transaction.
30. The Receiver respectfully submits that the releases contemplated in the RVO should be granted as:
 - (a) the Released Parties are all necessary and essential to the realization of the value of the Property in favour of the Debtor's stakeholders, and have contributed to the Agreement and the contemplated Transaction;
 - (b) the claims being released are rationally connected to the Transaction and the RVO, as any such claimant can seek recourse against the Creditor Trust in respect of liabilities previously held by Halo, which is created pursuant to the RVO to address any existing claims which may be asserted in respect of such liabilities; and
 - (c) the releases benefit the Debtor and creditors generally. Creditors can still assert their claims against the Creditor Trust in the same priorities as would have been accorded to them in bankruptcy proceedings.
31. In this case, it is the Receiver's respectful submission that each of the Released Parties were necessary for the restructuring, and ultimately, the implementation of the Transaction.

D. The Creditor Trust should be added to the Receivership Proceedings

32. In this instance, the RVO sought by the Receiver contemplates the creation of the Creditor Trust (as opposed to incorporation of a special purpose residual company) to acquire all unretained assets and liabilities of Halo upon closing of the proposed Transaction. While neither the BIA nor the Receivership Order expressly provides for the creation of a creditor trust by court order as a residual vehicle, there is ample common law authority for this Court to approve the contemplated trust structure.

33. For example, in the receivership proceedings of *Vert Infrastructure Ltd.*, Justice Conway of the Ontario Superior Court endorsed the creation of a common law trust in the proposed reverse vesting transaction, stating:

The transaction has been designed in a practical manner that uses judicial tools available to this court – a vesting order, channeling claims, and creation of a common law trust. [...] Ultimately,... the Receiver of Vert, will be holding these assets in trust for the very same creditors of Vert – it mirrors the structure and rights/obligations that are in place under the receivership.¹⁸

34. The Creditor Trust should therefore be added as a party to these Receivership Proceedings and the style of cause should be amended accordingly.

E. The Sealing Order Should be Granted

35. The Receiver is seeking the Sealing Order, temporarily sealing the Confidential Supplement on the Court record.

36. Pursuant to Part 6, Division 4 of the *Alberta Rules of Court*, AR 124/2010, this Court has the discretionary authority to order that a document filed in a civil proceeding is confidential, may be sealed, and not form part of the public record of the proceedings.¹⁹

37. The Supreme Court of Canada decision in *Sherman Estate* provides that a Sealing Order may be granted where:

- (a) court openness poses a serious risk to an important public interest;
- (b) the order sought is necessary to prevent this serious risk to the identified interest because reasonably alternative measures will not prevent this risk; and
- (c) as a matter of proportionality, the benefits of the order outweigh its negative effects.²⁰

¹⁸ *Re Vert Infrastructure Ltd.*, ONSC Court File No. CV-20-00642256-00CL, [Endorsement of Conway J. dated June 8, 2021](#); see also *Re Beta Energy Corp. and Kaden Energy Ltd.*, Court File No. 2501-01893; [Transaction Approval and Reverse Vesting Order granted by the Honourable Justice R.A. Neufeld dated July 2, 2025](#)

¹⁹ *Rules of Court, Alta Reg 124/2010*, Part 6, Division 4, Rule 6.28(b).

²⁰ *Sherman Estate v Donovan*, [2021 SCC 25](#) at para 38. [***Sherman Estate***]

38. As set out by Justice Mah in *Long Run*, it is recognized in Alberta and elsewhere that commercial interests, particularly in the context of Court-supervised insolvency proceedings, are an important interest deserving of protection.²¹
39. The disclosure of the information contained in the Confidential Supplement (including the details of bids made during the SISP) could have a detrimental impact on negotiations with the Purchaser, and also on any future sale efforts of the Receiver, should the Transaction not ultimately close and the Receiver need to re-market the assets.²²
40. The Receiver is not aware of any stakeholders who would be prejudiced by the sealing of the Confidential Supplement.
41. The proposed form of Sealing Order contemplates that it will remain in place for a period of 90 days following a key milestone in these Receivership Proceedings and provides that any interested party can apply to unseal the Confidential Supplement. For those reasons, the Receiver submits that salutary effects of a sealing order outweigh any negative effects to the principles of Court openness.
42. The proposed Sealing Order is the least restrictive and prejudicial alternative to prevent the dissemination of commercially sensitive information.

F. The Receiver's Activities Should be Approved

43. The Second Report outlines the activities taken by the Receiver for which the Receiver seeks approval.²³
44. As noted by Regional Senior Justice Morawetz (as he then was) in *Target*, there are good policy and practical reasons for the court to approve of a Court officer's activities, including providing a level of protection for a Court officer during the insolvency proceeding.²⁴

²¹ *Long Run Exploration Ltd. (Re)*, [2024 ABKB 710](#) at para [116](#). [*Long Run*]

²² Second Report at para 56.

²³ See paragraph 18 of the Second Report.

²⁴ *Target Canada Co. (Re)*, [2015 ONSC 7574](#) at para [22](#). [*Target*]

45. By proceeding in this manner, Court approval serves the purposes set out by Justice Morawetz above. Specifically, Court approval:²⁵
- (a) allows the Receiver to move forward with the next steps in the Receivership Proceedings;
 - (b) brings the Receiver's activities before the Court;
 - (c) allows an opportunity for the concerns of the stakeholders to be addressed and any problems to be rectified;
 - (d) enables the Court to satisfy itself that the Receiver's activities have been conducted in a prudent and diligent manner;
 - (e) provides protection for the Receiver not otherwise provided by the BIA; and
 - (f) protects the creditors from the delay and distribution that would be caused by:
 - (i) re-litigation of steps taken to date; and
 - (ii) potential indemnity claims by the Receiver.
46. As detailed in the Second Report, the Receiver has undertaken numerous and significant efforts to carry out its mandate since the First Report. Among other things, the Receiver has implemented the SISP and negotiated and entered into the Subscription Agreement with a view of maximizing recovery for the stakeholders. The Receiver respectfully submits that its actions and activities are reasonable and prudent, consistent with its mandate, and should be approved together with the Receiver's interim statement of receipts and disbursements as provided for in the Second Report.²⁶

²⁵ *Ibid* at paras [12](#) and [23](#).

²⁶ Second Report at para 18.

G. The Distributions Should be Authorized

47. Courts often permit interim distributions in the context of insolvency proceedings. As discussed in *Abitibi*:

...it is neither unusual nor unheard of to proceed with an interim distribution of net proceeds in the context of a sale of assets in a CCAA reorganization. Nothing in the CCAA prevents similar interim distribution of monies. There are several examples of such distributions having been authorized by Courts in Canada.²⁷

48. As more recently set out in *First Source Financial Management*:

The court routinely grants orders authorizing interim distributions in insolvency proceeding...

In determining whether it is appropriate to authorize an interim distribution the court may consider: (a) whether the proposed recipient's security is valid and enforceable; (b) whether the amounts that are owed to the proposed recipient exceed the proposed interim distribution amount; and (c) whether the proposed interim distribution would result in interest savings...²⁸ [*citations omitted*]

49. Similarly, in *SemCanada*, Justice Romaine acknowledged that interim distributions are not without precedent, but consideration should be given to any stakeholders that may be prejudiced by the distribution.²⁹

50. The Receiver proposes to make the Distributions as further set forth in the Second Report.³⁰ Specifically, to:

- (a) those entitled to court-ordered priority charges, namely the Receiver's Borrowing Charge and the KERP Charge;
- (b) those parties with entitlement under a Restricted Retained Contract to Cure Costs, in accordance with the Subscription Agreement and the proposed RVO;
 - (i) priority payable amounts owing in respect of the Outstanding Municipal Taxes; and

²⁷ *AbitibiBowater inc. (Arrangement relatif à)*, [2009 QCCS 6461](#) at para [71](#). [*Abitibi*]

²⁸ *First Source Financial Management v Chacon Strawberry Fields*, [2024 ONSC 7229](#) at paras [44-45](#) [*First Source Management*], citing *Ontario Securities Commission v Bridging Income Fund LP*, [2022 ONSC 4472](#) and *Abitibi* at paras [70-75](#).

²⁹ *Re SemCanada Crude Company (Companies' Creditors Arrangement Act)*, [2009 ABQB 90](#) at para [27](#).

³⁰ Second Report at paras 80-85.

- (c) the Interim Distribution to Invico, Halo's primary secured creditor.
51. The proposed distribution in respect of the Outstanding Principal Amount reflects the principal amount of outstanding taxes owing to Municipal District of Greenview No. 16. Pursuant to section 348 and 348.1 of the *Municipal Government Act*,³¹ "taxes" owing to a municipality take priority to all claims other than the Crown. Accordingly, the Receiver is seeking a distribution to the Municipal District of Greenview No. 16 in respect of the taxes owing by Halo. The Receiver proposes the transfer of interest and penalties to the Creditor Trust as they are not explicitly in the definition of "tax" in the MGA.
 52. Invico has a valid secured claim against the Debtor. The Receiver anticipates that following the Interim Distribution a Final Distribution will be made to Invico in due course, in amount that it is no more than its secured claim.
 53. The Receiver is not aware of any other claimant that ranks in priority to Invico's Security, apart from the Receiver's Borrowing Charge, the beneficiaries under the KERP Charge and the municipalities pursuant to the Outstanding Municipal Taxes. Each of those amounts are proposed to be satisfied through the Proposed Distributions. As a result, no stakeholder is unfairly prejudiced by the proposed Distributions.
 54. The Interim Distribution is beneficial to Halo's stakeholders as a whole, as the indebtedness owing to Invico continues to accrue significant monthly interest. As a result, the Interim Distribution would limit the accrual of additional interest while the funds are available to satisfy a portion of its claim. Any surplus funds in the Creditor Trust following the payment of Invico's claim would be distributed to Halo's creditors in accordance with their respective legal priorities.
 55. Accordingly, the Receiver submits that the proposed Distributions are fair and reasonable and respectfully requests that this Honourable Court approve the Distributions as set out in the Second Report.

³¹ [RSA 2000, c M-26](#).

V. RELIEF SOUGHT

56. The Receiver submits that it has met all of the qualifications required to obtain the requested relief and respectfully requests that this Court grant the proposed forms of Order.

ALL OF WHICH IS RESPECTFULLY SUBMITTED THIS 8TH DAY OF JUNE, 2026.

BURNET, DUCKWORTH & PALMER LLP

A handwritten signature in blue ink, appearing to be 'David LeGeyt', is written over a horizontal line.

David LeGeyt / Ryan Algar / Jessica MacKinnon
Solicitors for the Receiver

LIST OF AUTHORITIES

A. Legislation

1. Rules of Court, AR 124/2010
2. Bankruptcy and Insolvency Act, RSC 1985, c B-3
3. Municipal Government Act, RSA 2000 c M-26

B. Case Law

1. Royal Bank v Soundair Corp., 1991 CanLII 2727 (ON CA)
2. Re Sanjel Corp., 2016 ABQB 257
3. Acerus Pharmaceuticals Corporation (Re), 2023 ONSC 3314
4. Harte Gold Corp (Re), 2022 ONSC 653
5. Invico Diversified Income Limited Partnership v NewGrange Energy Inc., 2024 ABKB 214
6. Just Energy Group Inc. et al v Morgan Stanley Capital Group Inc. et al, 2022 ONSC 6354
7. Arrangement relative a Blackrock Metals Inc., 2022 QCCS 2828
8. Metcalfe & Mansfield Alternative Investments II Corp., Re, 2008 ONCA 587
9. Re Green Relief Inc., 2020 ONSC 6837
10. 8640025 Canada Inc., Re, 2021 BCSC 1826
11. Re Vert Infrastructure Ltd. ONSC Court File No. CV-20-00642256-00CL, Endorsement of Conway J, dated June 8, 2021
12. Re Beta Energy Corp. and Kaden Energy Ltd., Court File No. 2501-01893; Transaction Approval and Reverse Vesting Order granted by the Honourable Justice R.A. Neufeld dated July 2, 2025
13. Sherman Estate v Donovan, 2021 SCC 25
14. Long Run Exploration Ltd. (Re), 2024 ABKB 710
15. Target Canada Co. (Re), 2015 ONSC 7574
16. AbitibiBowater inc. (Arrangement relatif à), 2009 QCCS 6461
17. First Source Financial Management v Chacon Strawberry Fields, 2024 ONSC 7229

18. *Ontario Securities Commission v. Bridging Income Fund LP*, 2022 ONSC 4472
19. *Re SemCanada Crude Company (Companies Creditors Arrangement Act)*, 2009 ABQB 90