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COURT COURT OF KING'S BENCH OF  
ALBERTA IN BANKRUPTCY AND  
INSOLVENCY

JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A  
PROPOSAL OF RAZOR ENERGY CORP., RAZOR ROYALTIES  
LIMITED PARTNERSHIP, RAZOR HOLDINGS GP CORP., AND  
BLADE ENERGY SERVICES CORP.

DOCUMENT **BENCH BRIEF OF CONIFER ENERGY INC.**

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Commercial List Chambers Application Scheduled for the 16<sup>th</sup> day of February, 2024  
before The Honourable Justice M. J. Lema

**TABLE OF CONTENTS**

I. INTRODUCTION ..... 1

II. STATEMENT OF FACTS ..... 2

III. LAW AND ARGUMENT ..... 2

    A. This Application Should Be Adjourned ..... 2

    B. Conifer Has Not Breached the Stay ..... 3

    C. Conifer’s Actions Did Not Amend the Operating Agreement ..... 4

    D. Alternatively, if Conifer must supply, Conifer is entitled to Immediate Payment and Critical Suppliers Charge ..... 6

IV. CONCLUSION..... 11

V. RELIEF SOUGHT ..... 11

VI. TABLE OF AUTHORITIES ..... 12

## I. INTRODUCTION

1. This bench brief is provided on behalf of Conifer Energy Inc. (“**Conifer**”) in opposition to an application (the “**Application**”) filed by Razor Energy Corp. (“**Razor**”) on February 13, 2024, to be heard on February 16, 2024, by the Honourable Justice M.J. Lema of the Court of King's Bench of Alberta (the “**Court**”). Conifer was provided with a copy of Razor’s bench brief at 10:29 pm on Tuesday, February 13, 2024.

2. Conifer understands that Razor seeks three primary aspects of relief including:

- (a) **Abridgement of Service** – An order abridging the time for service, which would otherwise be 5 days under the Alberta Rules of Court;<sup>1</sup>
- (b) **Breach of Stay** – A declaration that Conifer has breached the stay of proceedings (the “**Stay**”) under section 69 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3<sup>2</sup> (the “**BIA**”) and declaring that Conifer must provide immediate access to the Judy Creek Gas Conservation Plant (the “**Judy Creek Gas Plant**”) and resume processing Razor’s gas and providing fuel gas to Razor (the “**Services**”) despite Conifer having suspended the relevant services and disconnected Razor’s access to the Judy Creek Gas Plant (the “**Disconnection**”) prior to Razor seeking protection in these NOI proceedings under the *BIA*.
- (c) **Breach of Section 65.1 Obligations** – A declaration that Conifer is in breach of its obligations under Section 65.1 of the *BIA* declaring that Conifer must provide immediate access to the Judy Creek Gas Plant and resume the Services despite Conifer having suspended the relevant Services and completing the Disconnection prior to Razor seeking protection in these NOI proceedings under the *BIA*.

3. For the reasons that follow, Conifer submits that this application should be adjourned and heard concurrently with Razor’s application to extend the stay or convert its NOI proceedings to

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<sup>1</sup> *Alberta Rules of Court*, Alta Reg 124/2010 at R 1.4(2)(h) [TAB 1]

<sup>2</sup> *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 [TAB 2]

proceedings under the *Companies' Creditors Arrangement Act*<sup>3</sup> (“*CCAA*”), for which it has booked time on February 28, 2023 before this Court.

4. Regardless, Conifer is not in breach of the Ownership Agreement (as defined below) nor can its actions be construed as an amendment thereto. Conifer's actions, which were only taken following significant advance notice to Razor, were taken prior to the commencement of these NOI proceedings and therefore the Stay does not apply.

5. Razor has failed to advise this Court of the full history of Razor's delinquency in relation to its obligations under the Ownership Agreement that led to the reasonable suspension of Services and the Disconnection. As a result of Razor's ongoing delinquency, it owes Conifer \$7,489,878.76 as of December 31, 2023, which Razor has refused to pay. Now Razor is seeking relief that will in effect place operating risk on Conifer with only the potential of speculative monetary gain for Razor's estate. In effect, Razor is seeking a mandatory injunction to force Conifer to process and market its gas, and finance its production to Conifer's detriment.

## **II. STATEMENT OF FACTS**

6. The facts referenced in this brief are set out in the affidavit of Heather Wilkins, filed on February 15, 2024 (the “**Wilkins Affidavit**”). Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Wilkins Affidavit.

## **III. LAW AND ARGUMENT**

### **A. This Application Should Be Adjourned**

7. Under Rule 1.4(2)(h), this Court has significant discretion to postpone or adjourn an application.<sup>4</sup> This is particularly true where, as here, an adjournment will allow a fair and just resolution.

8. While no adjournment is automatic, the Court of Appeal has recognized that the refusal to allow an adjournment that is properly sought on a legitimate ground is a "substantial injustice" which may invalidate any judgment subsequently given in the proceeding, unless that judgment

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<sup>3</sup> *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 [TAB 3]

<sup>4</sup> *Alberta Rules of Court*, Alta Reg 124/2010 at R 1.4(2)(h) [TAB 1]

would have been given in any event.<sup>5</sup> In these circumstances, the real issue is whether prejudice will result to the party opposing the adjournment.<sup>6</sup>

9. Razor has known about the risk of cessation of services since November and chose to commence a sales process, which is already underway notwithstanding the Disconnection. There is no imminent risk to Razor associated with adjourning the application.

10. In contrast, it is prejudicial to Conifer to proceed with Razor's application on Friday, when materials were only provided on the afternoon and evening of Tuesday, February 13, 2024.

11. Razor is asking this Court to direct Conifer to incur significant risk and potential costs when there is a real likelihood that Razor will not be able to satisfy any of its obligations and there is an application scheduled in two weeks which may materially impact the insolvency process and the recourse available to Conifer.

**B. Conifer Has Not Breached the Stay**

12. Despite Razor's submissions, Conifer is preserving the *status quo*, which as of the date of Disconnection means no further Services will be provided without the substantial past accounts being paid or satisfactory arrangements being reached.

13. The key question in determining this issue is whether or not Conifer already exercised its rights prior to Razor filing its NOI. If it has, the issue is moot; Conifer cannot breach the Stay for an action taken prior to the existence of the Stay, which was only triggered by the filing of the NOI.

14. Conifer agrees that the Stay was created pursuant to section 69(1)(a) of the *BIA*; however, Razor's submissions fail to acknowledge two key points: (1) the remedy, in this case the Disconnection and cessation of the Services, was exercised on notice and prior to January 30, 2024 when Razor filed the NOI; and (2) the Disconnection was implemented to prevent further costs from being incurred in the face of Razor's continued payment arrears. As outlined above, Razor's failure to pay Conifer has resulted in accrued costs of \$7,489,878.76 prior to the

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<sup>5</sup> *Stubicar v Calgary (Subdivision and Development Appeal Board)*, 2022 ABCA 283, paras 17-20 [TAB 4]

<sup>6</sup> *Ibid* [TAB 4]

Disconnection, on top of which Conifer is incurring interest on funds it has had to access under its credit facility as a result.

15. Conifer reasonably exercised its rights by ceasing to provide Services at a loss though implementing the Disconnection when Razor failed to provide a viable plan to address its arrears. The Disconnection was not a continuing action as characterized by Razor but rather a one-time permanent step taken in December 2023 resulting from the disconnection at 16 separate points within the South Swan Hills Gas Gathering System.

16. A stay of proceedings is not retroactive and cannot unwind remedies that were already exercised.

17. Razor suggests that its ownership interest in the Judy Creek Gas Plant entitles it to further Services, regardless of whether it can pay for those Services. This is incorrect for several reasons. First, the Ownership Agreement only entitles Razor to capacity at Judy Creek Gas Plant; it does not mandate that Conifer provide the Services without compensation. Second, Razor was unable to pay for the Services in the past, and the evidence that it will be able to pay prospectively is speculative and inconsistent with past results. It simply cannot be the case that a party can file for insolvency protection and then unilaterally force an operator to produce and sell its products at a loss. Making such an order will set a dangerous precedent that will incentivize non-payment of amounts across the industry and then the usage of the insolvency process to continue to compel access without payment.

**C. Conifer's Actions Did Not Amend the Operating Agreement**

**1. Conifer exercised its rights prior to the NOI**

18. In its Application, Razor alleges that Conifer's actions amount to an "amendment" of the Operating Agreement and violate section 65.1 of the *BIA*.<sup>7</sup> This is incorrect. Section 65.1 states:

65.1 (1) If a notice of intention or a proposal has been filed in respect of an insolvent person, no person may terminate or amend any agreement, including a security agreement, with the insolvent person, or claim an accelerated payment, or a forfeiture of

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<sup>7</sup> *BIA*, *supra*, note 2, at section 65.1 [TAB 2]

the term, under any agreement, including a security agreement, with the insolvent person, by reason only that

- (a) the insolvent person is insolvent; or
- (b) a notice of intention or a proposal has been filed in respect of the insolvent person.

19. Inherent in any section 65.1 analysis is the timing of the exercise of the right. Section 65.1(1) only applies to rights exercised **after** the filing of an NOI.<sup>8</sup> The Services were suspended and the Disconnection was made **prior** to Razor filing its NOI. The correspondence sent by Conifer's counsel does not make any reference to the "insolvency" of Razor, but rather puts Razor on notice that the remedies would be taken due to Razor's account being in arrears and Razor failing to remedy those arrears despite numerous notices and reminders. There is no evidence that Conifer took steps because it understood Razor to be insolvent; it took steps because it did not want to continue financing Razor's business and incurring further debts which Razor refused to pay. Conifer has acted in accordance with its contractual obligations; Razor has not.

2. **Forcing Continued Services Will Cause Conifer Significant Financial Hardship**

20. If this Court believes that the Conifer pre-filing actions may constitute an amendment, it may still refuse to apply sections 65.1(1) to (3) because doing so will likely cause Conifer significant financial hardship.

21. Section 65.1(6) expressly provides the Court this authority. Section 65.1(6) states:

(6) The court may, on application by a party to an agreement or by a public utility, declare that subsections (1) to (3) do not apply, or apply only to the extent declared by the court, where the applicant satisfies the court that the operation of those subsections would likely cause it significant financial hardship.

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<sup>8</sup> [\*Cosgrove-Moore Bindery Services Ltd \(Re\)\*](#), 2000 CanLII 22377 (ON SC), at para 4 [TAB 5]

22. A party claiming significant financial hardship must demonstrate the hardship objectively and this Court must consider the effect of lifting the stay on the administration of the estate and potential prejudice to other creditors.<sup>9</sup>

23. As outlined by Ms. Wilkins, Conifer has already subsidized Razor in an amount close to \$8 million, is incurring interest charges and has had to defer its own operational plans to its detriment and the detriment of its stakeholders.

24. Razor has provided no back-up for its estimated cash flow nor has it demonstrated that the prevailing commodity prices in 2024 will be consistently different (better) than they were in 2022 and 2023. Razor is speculating that prices will be high enough to cover all costs and generate a profit. Even if that were the case today, there is no certainty that such prices would be maintained throughout Razor's process.

25. This Court should prefer the evidence of Conifer, which is based on real experience. Conifer will suffer from significant financial harm if forced to continue to subsidize Razor through this process. The potential harm to Conifer is exacerbated if Razor should shift to protection under the *CCAA*, which unlike the NOI process,<sup>10</sup> is not time limited.

**D. Alternatively, if Conifer must supply, Conifer is entitled to Immediate Payment and Critical Suppliers Charge**

**1. Razor Must Pay Conifer in Advance for All Monthly Processing Obligations**

26. If this Court holds that Razor's rights under the Ownership Agreement compel Conifer to continue processing and selling their products, then Razor must pay for those Services up front and in advance. The *BIA* is clear that a party providing post filing services may require **immediate** payment for those services and that service providers are not required to advance further money or credit. Specifically, section 65.1(4)<sup>11</sup> states:

65.1(4) – **Certain acts not prevented** – Nothing in subsections (1) to (3) shall be construed

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<sup>9</sup> *Toronto Dominion Bank v Ty (Canada) Inc. (2003)*, 42 CBR (4<sup>th</sup>) 142, 2003 CarswellOnt 1371 (Ont SCJ) [TAB 6]

<sup>10</sup> *BIA*, *supra*, note 2, at section 50.4(9) [TAB 2]

<sup>11</sup> *BIA*, *supra*, note 2, at section 65.1 [TAB 2]



(a) as prohibiting a person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided after the filing of

(i) the notice of intention, if one was filed, or

(ii) the proposal, if no notice of intention was filed;

(b) As requiring the further advance of money or credit; or

(c) [Repealed 2012, c. 31, s. 415.]

27. Razor's submissions are inconsistent; Razor wants all the benefits of the *BIA* with none of the burdens. It suggests that its projections show that prospectively there will be positive cash flow arising from the Services, but it does not acknowledge that prices fluctuate and that Conifer may have to subsidize its operations, as it has done for the past two years. Forcing Conifer to provide the Services without guaranteeing payment up front is equivalent to forcing Conifer to provide the Services on credit, a requirement that is expressly prohibited under 65.1(4)(b).<sup>12</sup>

28. As Razor is seeking a declaration,<sup>13</sup> which is an equitable remedy,<sup>14</sup> this Court must consider the equities of both parties.

## **2. Conifer is Entitled to a Critical Suppliers Charge and Pre-Filing Payments**

29. Razor's own submissions and the rushed nature of this Application emphasize its belief as to the critical nature of the Services it seeks to compel Conifer to provide. It is therefore equitable to declare that if Conifer is to be forced to provide services, that Conifer is a critical supplier, entitled to a critical suppliers' charge over Razor's assets, and that Razor be required to pay an up-front deposit each month for a genuine estimate of Razor's contribution to that month's Services and at least some of Razor's pre-filing debts in order to compel the ongoing provision of critical services.

### **(a) This Court Has Authority to Treat Conifer as a Critical Supplier**

30. Section 11.4 of the *CCAA* provides that a court may declare a company to be a "critical supplier" if the "goods and services that are supplied are critical to the [debtor] company's

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<sup>12</sup> *BIA*, *supra*, note 2, at section 65.1 [TAB 2]

<sup>13</sup> Application, at paragraphs 1 to 3.

<sup>14</sup> *Wawanesa Mutual Insurance Co. v. Lindblom*, 2001 ABCA 102, at paragraph 52 [TAB 7]

continued operation”.<sup>15</sup> Upon making a critical supplier declaration, a court may grant the supplier a super-priority charge in respect of goods or services provided during the restructuring.<sup>16</sup>

31. Additionally, courts declaring parties to be critical suppliers under both the *CCAA* and the *BIA*<sup>17</sup> have authorized payments to critical suppliers for pre-filing debts to ensure the continuity of vital services. As Justice Romaine explained in *Sanjel Corp Re*, “critical supplier relief [under the *CCAA*] keeps operations functioning” during the going concern sale or restructuring.<sup>18</sup>

32. Division 1 of the *BIA*, which applies to the current proceedings, does not contain express critical supplier provisions. However, the purpose of restructurings under the *CCAA* and proposals under the *BIA* is the same and courts have consistently held that the inherent jurisdiction of the Court under section 183<sup>19</sup> of the *BIA* allows it to grant relief that ensures the *BIA* is being applied harmoniously with the *CCAA*.

33. The Supreme Court of Canada has recognized the benefits of harmonizing the two insolvency regimes to the extent possible<sup>20</sup> and Courts have consistently held that where the *BIA* and *CCAA* are capable of being interpreted harmoniously, that interpretation is to be preferred<sup>21</sup>. This includes this Court’s jurisdiction to fill “gaps” in the *BIA*, in order to “make explicit what is already implicit in the words of the statute”.<sup>22</sup> The Ontario Court of Appeal recently affirmed this in *Third Eye Capital Corporation v Dianor Resources Inc.* where it specified that the *BIA* should be afforded a “broad, liberal and purposive interpretation” and that the Court has an “inherent jurisdiction to fill gaps”.<sup>23</sup> Therefore, even without express critical supplier provisions, there is ample authority for this Court to do so.

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<sup>15</sup> *CCAA*, *supra*, note 3, at section 11.4 [TAB 3]

<sup>16</sup> *Ibid.*, at section 11.4

<sup>17</sup> Order of the Honourable Justice B.E. Romaine In The Matter of the Notice of Intention to Make a Proposal of OAN Resources Ltd. Court File Number – BK NO: 25-2523592 pronounced on July 8, 2019 and filed July 8, 2019 [TAB A]; Order of the Honourable Justice C. Dario In The Matter of the Notice of Intention to Make a Proposal of Newsco International Energy Services Inc. Court File Number – 25-2681862 [TAB B]

<sup>18</sup> *Sanjel Corp. Re*, 2016 ABQB 257, at para 65 [TAB 8]

<sup>19</sup> *BIA*, *supra*, note 2, at section 65.1 [TAB 2]

<sup>20</sup> *Century Services Inc v Canada (Attorney General)*, 2010 SCC 60, at para 24 [TAB 9]

<sup>21</sup> *9354-9186 Québec Inc v Callidus Capital Corp*, 2020 SCC 10 at para 74 [TAB 10]

<sup>22</sup> *Portus Alternative Asset Management Inc., Re*, 2007 CarswellOnt6774 (SC), at paras 19-22 [TAB 11]

<sup>23</sup> *Third Eye Capital Corporation v Dianor Resources Inc.*, 2019 ONCA 508, at paragraph 31 [TAB 12]

34. This is consistent with this Court’s express power to grant a super-priority charge over a debtor’s property in favour of an interim lender during proposal proceedings.<sup>24</sup> This demonstrates Parliament’s intention to ensure the continuity of operations and services during a proposal period, even when doing so may prime certain creditors.

35. Notably, there are multiple recent precedents of this Court granting critical suppliers’ relief in *BIA* proposal proceedings, including:

(a) **OAN Resources Ltd.** – The Honourable Justice Romaine considered similar arguments regarding deeming certain suppliers as critical and authorizing the payment of pre-filing debts to those critical suppliers. She ordered that certain suppliers were “critical suppliers” and that payments made subsequent to the date of the NOI for pre-filing claims were ratified on approved. OAN’s Trustee subsequently reported that the court allowed payment of pre-filing amounts and recorded the payment of those pre-filing amounts in its reports;<sup>25</sup> and

(b) **Newsco International Energy Services Inc.** – The Honourable Justice Dario ordered that the debtor was entitled to make payment for “goods or services actually supplied to the Applicants by certain enumerated parties, with the consent of the Proposal Trustee.”<sup>26</sup>

(b) **Conifer is a Critical Supplier**

36. The applicants’ own materials suggest that Conifer is a critical supplier.

37. In his sworn testimony, Mr. Bailey emphasizes that (1) being tied into the Judy Creek Gas Plant is critical to maximizing the value of the South Swan Hills Assets in its public mergers and acquisitions process; and (2) that Razor requires the revenues that would be generated from this facility to fund its working capital requirements.<sup>27</sup> He further emphasizes his belief that

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<sup>24</sup> *BIA*, *supra*, note 2, Section 50.6 [TAB 2]

<sup>25</sup> Order of the Honourable Justice B.E. Romaine In The Matter of the Notice of Intention to Make a Proposal of OAN Resources Ltd. Court File Number – BK NO: 25-2523592 pronounced on July 8, 2019 and filed July 8, 2019 [TAB A]; Second Report of the Proposal Trustee, Hardie and Kelly Inc., dated August 20, 2019 In The Matter of the Notice of Intention to Make a Proposal of OAN Resources Ltd. Court File Number – BK NO: 25-2523592 [TAB C]

<sup>26</sup> Order of the Honourable Justice C. Dario In The Matter of the Notice of Intention to Make a Proposal of Newsco International Energy Services Inc. Court File Number – 25-2681862 [TAB B]

<sup>27</sup> Affidavit of Doug Bailey, sworn February 13, 2024, at para 5

there is “no nearby alternative facility which can process Razor Energy’s production from the South Swan Hills Assets.” and that “there is no other viable method by which Razor Energy can process its South Sawn Hills production”.<sup>28</sup>

38. If Razor wants to compel what it considers to be critical Services, Conifer is entitled to corresponding assurance that it will be paid. The equitable protection is to declare Conifer a Critical Supplier, grant it a Critical Suppliers Charge, require Razor to pre-pay amounts for the Services it is seeking and provide for at least some of its pre-filing amounts to be satisfied.

**(c) Razor Must Pay Some Cure Costs**

39. As noted above, this Court has recently allowed for the repayment of pre-filing claims to critical suppliers in multiple cases. It is equitable to do the same in this case.

40. To date, Razor has refused to repay any of the Outstanding Amounts to Conifer. If this Court orders Conifer to reverse the Disconnection and to resume the Services, some cure costs are fairly payable. Based on its review of Razor’s cash flow statements, Conifer is cognizant that Razor cannot immediately repay all amounts. However, while Conifer doubts the validity of Razor's cash flow statements, if they are correct, Razor anticipates a cash balance of between \$1,512M and \$660K<sup>29</sup> which could be used to address its obligations. Equitably, some of this should flow to Conifer, with one option being the immediate repayment of all interest currently outstanding to Conifer.

41. Such cure costs will be payable in any event if Razor’s assets are sold. Pursuant to section 84.1 of the *BIA*, this Court may make an order assigning Razors rights and obligations under any agreement to a third party; however, it may not do so unless it is satisfied that all monetary defaults in relation to the agreement – other than those arising by reason only of the person’s bankruptcy, insolvency or failure to perform a non-monetary obligation – will be remedied on or before the day fixed by the Court.<sup>30</sup>

42. Therefore, should Razor sell the South Swan Hills Assets and the purchaser request an assignment of Razor’s interest in the Ownership Agreement, it must remedy all existing

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<sup>28</sup> *Ibid*, at paragraph 5

<sup>29</sup> *Ibid*, at Exhibit K

<sup>30</sup> *BIA*, *supra*, note 2, at section 84.1 [TAB 2]

monetary defaults under that agreement. As noted in the Information Memorandum appended as Exhibit L to the Bailey Affidavit, “It is anticipated that a new operator entering these assets would have access to the Judy Creek Gas Plant promptly restored.”

#### **IV. CONCLUSION**

43. Conifer validly suspended access to the Judy Creek Gas Plant in December as a result of Razor's long-standing defaults. In disconnecting Razor from the Judy Creek Gas Plant, it carried out a singular action that concluded prior to the NOI and is not in violation of the Stay.

44. Razor is asking this Honourable Court to require Conifer to in essence fund its insolvency process and assume the risks associated therewith. Not only is such a request inequitable but it should not be entertained in isolation of the application scheduled for the end of the month and in the absence of a proposal that provides for adequate protection for Conifer.

#### **V. RELIEF SOUGHT**

45. For the reasons set out above Conifer requests that this Honourable Court adjourn Razor's Application to be heard together with its *CCAA* application. Should this Court hear this Application, Conifer respectfully request that this Honourable decline to grant the relief sought by Razor. Alternatively, Conifer requests that this Honourable Court protect Conifer by ordering that Razor pay certain amounts owing in advance, that Conifer be declared a critical supplier and that Conifer's prospective Services be secured by a Critical Suppliers Charge.

ALL OF WHICH IS RESPECTFULLY SUBMITTED at Calgary, Alberta this 15th day of February, 2024.

Estimated Time for  
Argument: 30 minutes

**BENNETT JONES LLP**

Per:



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Keely Cameron and Michael Selnes  
Counsel for the Respondent,  
Conifer Energy Inc.

## VI. TABLE OF AUTHORITIES

1. [Alberta Rules of Court](#), Alta Reg 124/2010
2. [Bankruptcy and Insolvency Act](#), RSC 1985, c B-3
3. [Companies' Creditors Arrangement Act](#), RSC 1985, c C-36
4. [Stubicar v Calgary \(Subdivision and Development Appeal Board\)](#), 2022 ABCA 283
5. [Cosgrove-Moore Bindery Services Ltd \(Re\)](#), 2000 CanLII 22377 (ON SC)
6. [Toronto Dominion Bank v Ty \(Canada\) Inc. \(2003\)](#), 42 CBR (4<sup>th</sup>) 142, 2003 CarswellOnt 1371 (Ont SCJ)
7. [Wawanesa Mutual Insurance Co. v. Lindblom](#), 2001 ABCA 102
8. [Sanjel Corp. Re](#), 2016 ABQB 257
9. [Century Services Inc v Canada \(Attorney General\)](#), 2010 SCC 60
10. [9354-9186 Québec Inc v Callidus Capital Corp](#), 2020 SCC 10
11. [Portus Alternative Asset Management Inc., Re](#), 2007 CarswellOnt6774 (SC)
12. [Third Eye Capital Corporation v Dianor Resources Inc.](#), 2019 ONCA 508

## VII. COMPENDIUM OF EVIDENCE

- A. Order of the Honourable Justice B.E. Romaine In The Matter of the Notice of Intention to Make a Proposal of OAN Resources Ltd. Court File Number – BK NO: 25-2523592 pronounced on July 8, 2019 and filed July 8, 2019
- B. Order of the Honourable Justice C. Dario In The Matter of the Notice of Intention to Make a Proposal of Newsco International Energy Services Inc. Court File Number – 25-2681862
- C. Second Report of the Proposal Trustee, Hardie and Kelly Inc., dated August 20, 2019 in In The Matter of the Notice of Intention to Make a Proposal of OAN Resources Ltd. Court File Number – BK NO: 25-2523592