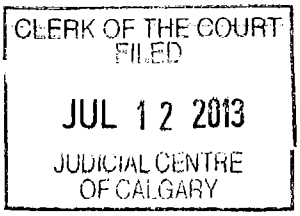
Clerk's stamp:




| | |
|---|---|
| COURT FILE NUMBER | 1301-02432 |
| COURT | COURT OF QUEEN'S BENCH OF ALBERTA |
| JUDICIAL CENTRE | CALGARY |
| | IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED<br><br>AND IN THE MATTER OF THE *ALBERTA BUSINESS CORPORATION ACT*, R.S.C. 2000, C. B-9, AS MENDED<br><br>AND IN THE MATTER OF RS TECHNOLOGIES INC. |
| DOCUMENT | **BRIEF OF RS TECHNOLOGIES INC.** |
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT | BLAKE, CASSELS & GRAYDON LLP<br>3500, 855 – 2nd Street S.W.<br>Calgary, AB T2P 4J8<br><br>Attention: Kelly Bourassa/Matthew Simpson<br>Telephone: (403) 260-9697/(403) 260-9749<br>Facsimile: (403) 260-9700<br>Email: kelly.bourassa@blakes.com<br>matthew.simpson@blakes.com<br>File Ref: 89300/1 |

Table of Contents

## I. INTRODUCTION

1. RS Technlogies Inc. ("**RS**" or the "**Company**") submits this Brief in opposition to an application filed by Armor Utility Structures Pty Limited ("**Armor**") seeking an Order declaring, *inter alia*, that the distribution agreement dated March 30, 3012 (the "**Distribution Agreement**") between Armor and the Company is not to be disclaimed or resiliated.

## II. FACTS

2. RS is an ISO 9001:2008 certified company that designs, engineers and manufactures award-winning modular composite poles ("**RS Poles**"). RS Poles are used in transmission, distribution and communication applications and offer a lighter, more durable and longer-lasting solution over wood, steel or concrete alternatives.

3. As a result of certain financial difficulties RS sought and obtained protection from its creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c.C-36, as amended (the "**CCAA**"), pursuant to the Initial Order (the "**Initial Order**") granted by this Honourable Court on March 14, 2013.

4. The Distribution Agreement grants Armor the exclusive right to market and distribute the RS Poles and related accessories in Australia and New Zealand (the "**Territory**").

5. The Distribution Agreement establishes certain minimum purchasing targets to be met by Armor. The minimum purchasing target for 2012 was USD $600,000. The affidavit of Hugh Brian Oldfield sworn on April 22, 2013 (the "**Oldfield Affidavit**") in support of the Armor Application (as defined below) states that the actual purchase orders received by RS from Armor for that period was over $1,540,000. During the questioning of Mr. Oldfield on the Oldfield Affidavit conducted on May 30, 2013 (the "**Oldfield Questioning**"), it was acknowledged that:

(a) between 2011-2012 (the "**2011-2012 Period**"), ActewAGL ("**Actew**") did not purchase any RS Poles from Armor; rather, Actew purchased an alternative composite pole from a competitor, AC Whalan;

(b) sometime during the 2011-2012 Period, there was a pole failure in respect of the product purchased from AC Whalan;

(c) in 2012, Actew approached Armor to purchase RS Poles to replace the AC Whalan product that had failed; and

(d) Actew purchased RS Poles during 2012 for two reasons, namely its regular order of replacement poles, plus additional quantities of RS Poles sufficient to replace product purchased from AC Whalan during 2011-2012.

- Oldfield Affidavit at para. 27(i)
- Oldfield Questioning at page 35, line 10 to page 37, line 3

6. On April 5, 2013, RS, with the approval of FTI Canada Consulting Inc., the court-appointed monitor of RS (the "**Monitor**"), provided Armor with notice of its intention to disclaim the Distribution Agreement (the "**Disclaimer Notice**") pursuant to section 32 of the CCAA.

7. The basis on which RS chose to disclaim the Distribution Agreement included the following:

(a) Armor has failed to adequately market the RS Poles in the Territory, having developed one customer of significance, Actew, in almost eight years;

(b) Armor has applied an extremely high mark-up to the price of RS Poles sold to Actew. The quantum of this mark-up is substantial given that Armor fails to provide local inventory for Actew, with all orders to date having been shipped directly from RS to the end customer;

(c) RS has been informed by Actew that Armor has failed to provide adequate customer support; and

(d) Actew has also informed RS that it would like to purchase RS Poles and related accessories directly from RS.

- Affidavit of Howard Elliott sworn April 8, 2013 at para. 22
- Affidavit of Galen Fecht sworn June 13, 2013 (the "**Fecht Affidavit**") at para. 8

8. On April 22, 2013, Armor filed an application seeking the Order described above (the "**Armor Application**"). That application was adjourned *sine die*.

- Fecht Affidavit at para. 9

9. RS's legal counsel subsequently conducted the Oldfield Questioning, and RS filed the Fecht Affidavit in support of the Disclaimer Notice on June 13, 2013.

10. Pursuant to an Order granted by this Honourable Court on June 27, 2013 (the "**Scheduling Order**"), certain milestones were established in order to expedite the resolution of the Armor Application:

(a) the questioning of Galen Fecht by Armor on the contents of the Fecht Affidavit, if required, was to be completed by July 5, 2013;

(b) Armor is to file and serve its brief of law for the Armor Application by July 10, 2013;

(c) RS is to file and serve its brief of law for the Armor Application by July 12, 2013;

(d) the Armor Application will be scheduled through the Trial Coordinator's office; and

(e) any interested party may apply to vary or amend the Scheduling Order on not less than one day's notice (the "**Comeback Clause**").

- Scheduling Order **[TAB 1]**

11. Lawson Lundell LLP notified RS's legal counsel on June 28, 2013 that it was no longer legal counsel to Armor in the within proceedings. On July 9, 2013, Lawson Lundell LLP wrote to RS's legal counsel advising that it had been "re-retained" by Armor with respect to this matter. Lawson Lundell LLP also advised RS's legal counsel that Armor did not intend to question Mr. Fecht on the Fecht Affidavit, but intended to file an affidavit, attached to that letter, sworn by Doug Oldfield on July 8, 2013 in response to the Fecht Affidavit (the "**Reply Affidavit**"). The Scheduling Order did not provide for filing of reply evidence and no application was brought to vary the Scheduling Order pursuant to the Comeback Clause.

- Affidavit of Howard Elliot sworn July 8, 2013 (the "**July 8 Elliott Affidavit**") at para. 14
- Affidavit of Carol Benish (the "**Benish Affidavit**") sworn July 12, 2013 at Exhibit A

12. Pursuant to an order granted on April 11, 2013, this Honourable Court approved a sale and investor solicitation procedure (the "**SISP**") and accompanying asset and share purchase agreement (the "**Credit Bid Purchase Agreement**") between RS, as vendor, Werklund Capital Corporation and Melbye Skandinavia AS (collectively, the "**Stalking Horse Credit Bidder**"), and the Monitor. The SISP was carried out upon the terms and conditions established therein, but was ultimately terminated by the Monitor as it did not receive a Qualified Non-Binding Indication of Interest (as defined in the SISP) prior to the end of Phase One (as defined in the SISP). Negotiations are continuing between the Monitor, RS, the Stalking Horse Credit Bidder and other interested stakeholders regarding any and all outstanding items in relation to the completion of an Asset Bid or Share Bid (each as defined in the SISP) under the Credit Bid Purchase Agreement. A final determination and valuation of the Armor Claim is required prior to completion of a transaction with the Stalking Horse Credit Bidder.

- Third Report of the Monitor dated June 21, 2013 (the "**Third Report**") at paras. 23 and 53
- Affidavit of Howard Elliot sworn June 19, 2013 at paras. 6 – 10

## III. ISSUE

13. The issue to be determined is whether the disclaimer of the Distribution Agreement should be allowed in accordance with section 32 of the CCAA.

## IV. ARGUMENT

### A. Should the Distribution Agreement be disclaimed in accordance with section 32 of the CCAA?

14. Section 32(1) of the CCAA provides as follows:

> Subject to subsections (2) and (3), a debtor company may – on notice given in the prescribed form and manner to the other parties to the agreement and the monitor – disclaim or resiliate any agreement to which the company is a party on the day on which proceedings commence under this Act. The company may not give notice unless the monitor approves the proposed disclaimer or resiliation.

- CCAA at s. 32(1) [**TAB 2**]

15. In deciding whether to make an order disclaiming a contract, section 32(4) of the CCAA states that the court is to consider, among other things, the following factors:

(a) whether the monitor approved the proposed disclaimer or resiliation;

(b) whether the disclaimer or resiliation would enhance the prospects of a viable compromise or arrangement being made in respect of the company; and

(c) whether the disclaimer or resiliation would likely cause significant financial hardship to a party to the agreement.

- CCAA at s. 32(4) **[TAB 2]**

16. Each of these factors will be considered in turn below.

***(i) Has the Monitor approved the disclaimer of the Distribution Agreement?***

17. RS consulted with the Monitor prior to the issuance of the Disclaimer Notice, and the Monitor approved of the same.

- Third Report at para. 21

***(ii) Will the disclaimer of the Distribution Agreement enhance the prospects of a viable compromise or arrangement being made in respect of RS?***

18. The question of whether the disclaimer of an agreement may enhance the prospects of a viable compromise or arrangement is to be interpreted broadly. It is not necessary to demonstrate that a proposed disclaimer is essential for a successful restructuring; rather, it merely has to be advantageous and beneficial.

- *Re Timminco Ltd.*, 2012 CarswellOnt 10568 (Sup.Ct.Jus.[Commercial List]) ("***Timminco***") at para. 54 **[TAB 3]**
- *Re Homburg Invest Inc.*, 2011 CarswellQue 13411 (S.C.) ("***Homburg***") at para. 103 **[TAB 4]**

19. It has been held that the disclaimer of an agreement will not be permitted where the evidence presented to the presiding court supports only a conclusion that the debtor will have an opportunity to become more profitable if the agreement is terminated.

- *Re Doman Industries Ltd.*, 2004 CarswellBC 1262 (S.C.) at para. 38 **[TAB 5]**

20. As stated above, Armor has developed only one significant customer over the course of eight years. During this period, Armor has sold more than 2,000 RS Poles to Actew, but with the exception of certain RS Poles sold in connection with trials conducted by Energy Networks

Association in 2008, Armor has only sold 39 RS Poles to customers other than Actew. These sales involve only small volumes of RS Poles being sold to three, non-repeat customers.

- Fecht Affidavit at paras. 10 - 11
- Oldfield Questioning at page 29, lines 6 to line 8, and page 57, line 2 to page 58, line 7

21. During the course of RS's relationship with Armor, RS has been contacted directly by potential customers in the Territory with respect to the RS Poles on a number of occasions. Pursuant to the terms of the Distribution Agreement, RS has put such potential customers in contact with Armor. However, these potential customers have not been developed into significant customers by Armor.

- Fecht Affidavit at paras. 12 – 13

22. In addition, Actew informed RS prior to the onset of the within proceedings that it had certain concerns regarding its relationship with Armor. Specifically, Actew had learned of the large mark-up being applied to the price of the RS Poles charged by Armor to Actew and it was not satisfied with either that price or the accompanying services and customer support being provided by Armor.

- Fecht Affidavit at para. 16

23. As a result of its dissatisfaction with Armor, Actew requested that RS submit an independent bid as part of a tender for composite poles that it was planning to release in 2013 (the "**Actew Tender Process**"). Actew advised RS that if it did not submit such a bid as part of the Actew Tender Process, Actew would select an alternative to the RS Poles for its business as it was no longer interested in continuing its relationship with Armor.

- Fecht Affidavit at paras. 16 – 17, and para. 24

24. The Actew Tender Process was formally established by Actew, and a bid deadline was established as April 15, 2013. RS submitted an independent bid on April 15, 2013.

- Fecht Affidavit at paras. 19 and 22

25. Armor also submitted an independent bid as part of the Actew Tender Process, as did at least two other parties.

- Fecht Affidavit at para. 23

26. Armor's assertion that there is no risk that Actew will select an alternative to the RS Poles is unfounded. The basis of such belief is stated to include, amongst others, the fact that the Actew specification has been written around the RS Poles. During the course of the Oldfield Questioning, and the accompanying answers to undertakings provided by Mr. Oldfield, Mr. Oldfield acknowledged that the Actew specification includes certain criteria to which RS Poles have not been tested. Additionally, as recently as the 2011 – 2012 Period Actew sought other sources of supply of composite poles and did not purchase RS Poles.

- Oldfield Affidavit at para. 27
- Reply Affidavit at para. 12
- Oldfield Questioning at page 35, line 10 to line 25, and page 44, line 24 to page 45, line 10

27. Further, Armor is seemingly unaware of alternatives to the RS Pole's which are available to potential customers within the Territory.

- Oldfield Questioning at page 45, line 17 to page 46, line 6

28. Armor has not presented any substantiated evidence that it will be the successful tender under the Actew Tender Process.

29. Armor has suggested that RS is seeking to disclaim the Distribution Agreement for the purpose of "cutting out the middle man" in order to increase the profit realized from the sale of RS Poles. It is submitted that it is not necessarily the higher margin which would benefit the restructuring efforts of RS, but rather the increase in sales which would be realized from an expanded customer base and the preservation of the Actew relationship which RS views to be at risk due to, amongst others, Armor's failure to provide adequate customer support.

30. The evidence presented by RS demonstrates that Armor has failed to adequately market the RS Poles, establish a sufficient presence in the Territory or to even obtain, or attempt to obtain, a general understanding of the utility market in the Territory. As a result, RS and its stakeholders have not benefitted from increased sales of RS Poles in the Territory as was reasonably expected under the Distribution Agreement.

31. If the Distribution Agreement is not disclaimed, there is a significant risk that Armor will lose the only major contract it has developed within the Territory. If such a disclaimer does not

occur, it is reasonably foreseeable that Actew will continue to seek alternatives to the RS Poles and will greatly diminish the number of RS Poles it purchases, or altogether cease to make such purchases. During the remaining term of the Distribution Agreement, RS will be prohibited from marketing and selling RS Poles in the Territory.

- Fecht Affidavit at para. 24

32. In *Doman*, the British Columbia Supreme Court stated that:

> In many reorganizations under the CCAA, it is necessary for the insolvent company to restructure its business affairs as well as its financial affairs. Even if the financial affairs are restructured, the company may not be able to survive because portions of the business will continue to incur ongoing losses. In such cases, it is appropriate for the court to authorize the company to restructure its business operations, either during the currency of the CCAA proceedings or as part of a plan of arrangement. ...
>
> It is within this context that the court is called upon to authorize the termination of contracts which the debtor company could have repudiated without any authorization prior to the commencement of the CCAA proceedings.

- *Doman* at para. 30 **[TAB 5]**

33. If RS is able to restructure its financial affairs such that a plan of compromise or arrangement is accepted by its creditors, but is unable restructure its business affairs in a way that allows it to sell the RS Poles in the Territory – either because of Armor's failure to adequately market the RS Poles or due to its inability to directly market the RS Poles in the Territory if it is unable to disclaim the Distribution Agreement – then RS will continue to be less profitable than it could otherwise be.

34. Accordingly, it is appropriate for this Honourable Court to permit RS to disclaim the Distribution Agreement as doing so would allow RS to emerge from the within proceedings as a more healthy and competitive pole supplier in the Territory.

35. Given the foregoing, it is respectfully submitted that the disclaimer of the Distribution Agreement would assist RS in its efforts to continue as a going concern, become profitable and preserve the employment of RS's current employees. As such, it would be advantageous and beneficial to the restructuring efforts of RS in that it would increase the likelihood that a plan of

arrangement or compromise can be presented which benefits RS's stakeholders as a whole, enhances the value of RS and in turn maximizes recoveries.

### *(iii) Would the disclaimer of the Distribution Agreement cause significant financial hardship to Armor?*

36. The test for whether the disclaimer of an agreement will cause significant financial hardship to the counterparty "... depends and is centered on an examination of the individual characteristics and circumstances of such counterparty."

- *Timminco* at para. 60 **[TAB 3]**

37. Armor is a sister company to Armor Australia Pty, Limited ("**AAP**"), which is stated as being a composite materials and manufacturing company which specializes in the manufacture, design and sale of composite bullet resistant systems generally used in the defence industry. Armor and AAP have a common chief executive officer, director and shareholder.

- Oldfield Affidavit at para. 2
- Oldfield Questioning at page 9, line 17 to page 10, line 15

38. Armor was incorporated in May, 2005 for the sole purpose of marketing and selling composite hydro poles through the Distribution Agreement and the previous agreements entered into by Armor and RS.

- Oldfield Affidavit at para. 3
- Oldfield Questioning at page 11, line 24 to page 12, line 9

39. Armor does not conduct any business other than the sale of RS Poles and related accessories. Nor does it have any direct employees, and the facility in which it operates is leased by AAP.

- Oldfield Affidavit at para. 35
- Oldfield Questioning at page 12, line 14 to page 13, line 4 and page 14, line 16 to line 27

40. RS submits that the alleged financial hardship to Armor, a single purpose entity incorporated for the sole purpose of entering into and performing under the Distribution Agreement, is not the significant financial hardship contemplated by section 32 of the CCAA.

41. Armor claims that relations between it and AAP are subject to a management agreement. Armor has not provided any evidence that such an agreement exists or any information with respect to its purported terms, including any management fee payable by Armor to AAP.

42. Armor has stated that all expenses and costs of the two companies are born solely AAP and a portion of those costs is subsequently allocated to Armor in the form of a management fee.

- Oldfield Affidavit at para. 35
- Oldfield Questioning at page 13, line 5 to line 13, and page 14, line 7 to page 15, line 14

43. During the Oldfield Questioning, Mr. Oldfield advised that the amount of the management fee is calculated by AAP and Armor's external accountants and provided an undertaking to advise:

(a) how the management agreement fee is calculated in any given year;

(b) when the fee is earned; and

(c) when the fee is payable from Armor.

To date, answers to the above undertaking have not been provided.

- Oldfield Questioning at page 16, line 17 to page 20, line 21
- Benish Affidavit at Exhibit A

44. RS submits that the purported management fee is properly characterized as a cost sharing arrangement used to minimize the tax liabilities of the two companies, and is not directly related to specific services provided by AAP for the benefit of Armor during the relevant period.

45. In *Re Dylex Ltd.*, the Ontario Court of Justice held that while the counterparty, Cambridge Western Leaseholds Limited, was the owner-operator of two shopping centres that were acknowledged to have been experiencing some financial difficulties, the counterparty was also part of the larger Cambridge Leaseholds Limited group that was financially secure at the time. Accordingly, it was held that the counterparty was in a secure financial position even though the financial position of the two shopping centres in question was less than robust.

- *Re Dylex Ltd.*, 1995 CarswellOnt 54 (Ct.Jus.[Commercial List]) at paras. 2 and 6 **[TAB 6]**

46. Further, in *Homburg*, the counterparty, Statoil Canada Ltd., was the Canadian subsidiary of a global billion dollar oil and gas exploration and production company. The Superior Court of

Quebec held that, as such, the counterparty was a sophisticated entity that could foresee and assess the risks it may face when it entered into the subject agreement and, as such, was not able to argue that the contemplated disclaimer would cause it financial hardship.

- *Homburg* at paras. 107 – 109 **[TAB 4]**

47. Applied to the current situation, AAP and its management made a reasoned decision to incorporate Armor and establish whatever purported management agreement governs its relationship with AAP. In so doing, Armor was a sophisticated entity that could foresee the risks it, and AAP, may face if the relationship with RS was terminated.

48. Armor has acknowledged that the impact of the Distribution Agreement being disclaimed would be the same as that experienced by Armor and AAP during the 2011-2012 Period.

- Oldfield Questioning at page 37, line 22 to page 41, line 3

49. Armor has estimated that if the Distribution Agreement is disclaimed, it will suffer a reduction in net profit of approximately AUD $444,457. Armor has further acknowledged that this reduction in net profit is also reflective of the loss suffered by Armor during 2011-2012 Period.

- Oldfield Questioning at page 39 line 15 to page 41, line 3

50. Armor has also acknowledged that during the 2011-2012 Period, Armor and AAP made efforts to reduce their combined costs, but no employees were terminated solely because Actew did not purchase RS Poles from Armor.

- Oldfield Questioning at page 37, line 22, to page 39, line 7

51. Armor has stated that if the Distribution Agreement is disclaimed, and the management fee recoverable by AAP from Armor is lost, Armor and AAP will not be financially viable in their current state. However, it should be noted that AAP is already recording a loss even with the Distribution Agreement and management fee in place.

- Oldfield Affidavit at paras. 35 and 36
- Oldfield Questioning at page 55. line 7 to page 56, line 8

52. In *Re Abitibibowater Inc.*, the Superior Court of Quebec considered the financial condition of the counterparty and noted that although it was not robust, it was nonetheless stronger than that of the debtor. The court also noted that the subject restructuring proceedings were those of the CCAA debtor, not of the counterparty.

- *Re Abitibitbowater Inc.*, 2009 CarswellQue 12167 (S.C.) (***"Abitibi"***) at paras. 51 and 57 **[TAB 7]**

53. Accordingly, the financial viability of AAP, and in turn Armor, is not necessarily related to the benefits received from the Distribution Agreement. As in *Abitibi*, while the financial condition of Armor and AAP may not be robust, it is stronger than that of RS which is the subject of the within proceedings. RS does not understand Armor or AAP to currently be subject to any form of insolvency or restructuring proceeding in Australia or elsewhere.

54. It is respectfully submitted that Armor effectively experienced the financial hardship which would be caused by the disclaimer of the Distribution Agreement during the 2011-2012 Period. During that time, Armor and AAP took some steps to mitigate those financial hardships but both companies were able to continue as going concerns. It is reasonable to expect that the disclaimer of the Distribution Agreement would have the same effect as experienced during the 2011-2012 Period.

55. Further, and as discussed below, Armor has not produced any evidence of any ongoing or continuing purchases of RS Poles being made by Actew, or any other customer, pursuant to the terms of the Distribution Agreement.

### B. What weight should be afforded to the evidence contained in the Reply Affidavit?

56. As discussed above, the Scheduling Order provided that the questioning of Mr. Fecht by Armor on the Fecht Affidavit, if required, was to be completed by July 5, 2013. On July 9, 2013, Armor's legal counsel confirmed that Armor did not intend to question Mr. Fecht. Instead Armor chose to file the Reply Affidavit notwithstanding the Scheduling Order. The Scheduling Order did not make any provision for filing reply affidavits.

57. RS submits that the Scheduling Order governs the adjudication of the Armor Application. Armor was properly served with all materials filed with respect to the application at which the

Scheduling Order was granted and chose not to attend at the same. Accordingly, the questioning of Mr. Fecht represented the proper by means by which the evidence given in the Fecht Affidavit was to be challenged and, absent an application to vary the Scheduling Order under the Comeback Clause, the Reply Affidavit should be found to be inadmissible for the purposes of determining the Armor Application and ought to be struck from the court record.

58. Should Armor now seek to vary the Scheduling Order, RS submits that it is not appropriate for Armor to file new evidence at this stage in the disclaimer process. The Reply Affidavit was sworn on July 8, 2013 and filed on July 10, 2013, well after the swearing and filing of the Fecht Affidavit on June 13, 2013. Given the urgency in obtaining a determination of the issues raised in the Armor Application, the opportunities provided to Armor to question Mr. Fecht, and the series of delays experienced by RS in scheduling the questioning of Mr. Oldfield on the Oldfield Affidavit, it is not practical for RS to question on the Reply Affidavit and the numerous unsupported claims, assertions and statements contained therein. To do so would only further delay the hearing of the Armor Application, the determination of which is necessary prior to the filing of a plan of arrangement or compromise with respect to RS.

- July 8 Elliott Affidavit at para. 10
- Third Report at para. 23

59. Accordingly, it is submitted the Reply Affidavit is inadmissible or, in the alternative, should be given little or no weight in the determination of the issues raised in the Armor Application as the evidence contained in the Fecht Affidavit has not been directly challenged by Armor and is more persuasive than the evidence contained in the Reply Affidavit.

## V. CONCLUSION

60. Given the foregoing, RS submits that the factors set out in section 32(4) of the CCAA have been satisfied such that it is proper to disclaim the Distribution Agreement in the circumstances. RS requests that this Honourable Court grant an Order, *inter alia*:

(a) ruling that the Reply Affidavit is inadmissible and will be struck from the court record;

(b) dismissing the Armor Application; and

(c) permitting the disclaimer of the Distribution Agreement.

ALL OF WHICH IS RESPECTFULLY SUBMITTED THIS 12th day of July, 2013.

BLAKE, CASSELS & GRAYDON LLP

Kelly Bourassa
Counsel to RS Technologies Inc.

## LIST OF AUTHORITIES

1. Scheduling Order granted on June 27, 2013 by the Honourable Justice K.D. Yamauchi
2. *Companies' Creditors Arrangement Act*, section 32
3. *Re Timminco Ltd.*, 2012 CarswellOnt 10568 (Sup.Ct.Jus.[Commercial List])
4. *Re Homburg Invest Inc.*, 2011 CarswellQue 13411 (S.C.)
5. *Re Doman Industries Ltd.*, 2004 CarswellBC 1262 (S.C.)
6. *Re Dylex Ltd.*, 1995 CarswellOnt 54 (Ct.Jus.[Commercial List])
7. *Re Abitibitbowater Inc.*, 2009 CarswellQue 12167 (S.C.)