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COURT OF APPEAL OF ALBERTA



COURT OF APPEAL FILE NUMBER:	2601-1203AC
TRIAL COURT FILE NUMBER:	2501-18462
REGISTRY OFFICE:	CALGARY
	IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CANACOL ENERGY LTD., 2654044 ALBERTA LTD., CANACOL ENERGY ULC, 2498003 ALBERTA ULC, CANTANA ENERGY GMBH, CNE OIL & GAS S.R.L, CANACOL ENERGY COLOMBIA S.A.S., SHONA HOLDING GMBH, CNE ENERGY S.A.S., and CNE OIL & GAS S.A.S
APPLICANT:	PROMIGAS S.A. E.S.P.
STATUS ON APPEAL:	APPELLANT
STATUS ON APPLICATION:	APPLICANT
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STATUS ON APPEAL:	RESPONDENTS
STATUS ON APPLICATION:	RESPONDENTS
DOCUMENT:	**MEMORANDUM OF LAW OF THE RESPONDENTS THE CANACOL GROUP (PROMIGAS S.A. E.S.P. APPLICATION)**

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PART 1 – OVERVIEW

1. In connection with proceedings of Canacol Energy Ltd. and certain of its Canadian, Colombian, Swiss and Panamanian subsidiaries (collectively and individually, "**Canacol**") under the *Companies' Creditors Arrangement Act* (the "**CCAA**" and "**Proceedings**"), the Honourable Justice Feasby of the Court of King's Bench of Alberta (the "**Court**") pronounced orders, *inter alia*, approving the disclaimer, resiliation and termination of certain long term natural gas supply agreements and transportation and trust agreements to which certain Canacol entities are party (the "**Disclaimer Orders**") and issued reasons on June 24, 2026 (the "**Reasons**").[1]

2. Promigas S.A. E.S.P. ("**Promigas**") seeks leave to appeal the Disclaimer Orders and Reasons on the basis, *inter alia*, that Feasby J erred in exercising his discretion under s. 32(4) of the CCAA (the "**Application**"). The Application should be dismissed with costs. The proposed appeal has no merit, and Promigas fails to satisfy the four-part test for leave being granted. Canacol relies upon and adopts the facts set out in in the Memorandum of Argument of KPMG Inc., the monitor in the Proceedings (the "**Monitor**").

PART 2 – BACKGROUND AND FACTS

4. Canacol explores for, develops, produces and sells natural gas in Colombia. In 2025, declining production and unsuccessful exploration efforts created liquidity constraints. Canacol obtained CCAA protection under an initial order on November 18, 2025 (the "**Initial Order**").[2]

5. Certain lenders (the "**DIP Lenders**") provided interim financing (the "**DIP**") under a commitment letter dated December 5, 2025 (as subsequently amended and restated, including on April 14, 2026, the "**DIP Agreement**").[3] The DIP is critical to continued operations and completion of Canacol's sale and investment solicitation process (the "**SISP**").[4]

6. The Superintendency of Companies of Colombia has granted several orders, *inter alia*, recognizing the Proceedings as the principal foreign proceeding, the Monitor as the Foreign

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[1] *Canacol Energy Ltd (Re)*, 2026 ABKB 467 [**Reasons**] [Tab 1].
[2] Affidavit #9 of Bednar [**Bednar Affidavit 9**] dated April 26, 2026, para 6, 9 and 10 Tab 1, Compendium of Records of Canacol [**Canacol Compendium**].
[3] Bednar Affidavit 9, para 7.
[4] Bednar Affidavit 9, paras 7–8.

Representative, the Initial Order, and the order approving the SISP Order.[5]

7. Canacol sells natural gas under long-term offtake agreements (collectively, the "**Offtake Agreements**") to the counterparties thereunder (the "**Off-Take Counterparties**") who in turn supply natural gas to residential, commercial and industrial end-users in Colombia.[6] To transport gas to certain Off-Take Counterparties, Canacol and Promigas entered into two gas transportation agreements (the "**SoP Agreements**") and a trust agreement (the "**Trust Agreement**", and with the SoP Agreements, the "**Promigas Agreements**").[7] The SoP Agreements are long-term "ship or pay" transportation contracts that require Canacol to pay fixed monthly transportation tariffs for contracted pipeline capacity, regardless of actual throughput or production volumes.[8] Under the Trust Agreement,[9] revenues from gas sales transported by Promigas are deposited into a designated account and applied first to amounts owing to Promigas before any excess is released to Canacol.[10]

8. The SoP Agreements impose substantial fixed transportation charges whether or not Canacol has sufficient gas volumes to use the contracted capacity.[11] They also impose early penalties based on their unexpired term of (the "**Early Termination Penalties**"),[12] which totalled approximately US$348.3 million as of May 15, 2026.[13]

9. Canacol's production has declined during the Proceedings because of reservoir depletion, an exploration well that did not achieve anticipated output, timing delays in securing drilling and workover rigs, and wells producing below baseline expectations. This has reduced cash flow, available natural gas volumes, customer prepayments, projected revenues and cash receipts,[14] and rendered Canacol unable to satisfy its obligations under the SoP Agreements.[15] Canacol cannot increase production without significant additional capital to fund exploration and development,

[5] 6th Report of the Monitor dated April 16, 2026, paras 21–23, Tab 2, Canacol Compendium.
[6] Memorandum of Argument of Surtigas, Caribe & Guajira [**SCG Memorandum**], para 3; Memorandum of Argument of GOC [**GOC Memorandum**],.
[7] Bednar Affidavit 9, paras 34–35.
[8] Bednar Affidavit 9, paras 37–38.
[9] Relating to the High Volume SoP Agreement.
[10] Bednar Affidavit 9, para 39.
[11] Bednar Affidavit 9, para 52.
[12] Bednar Affidavit 9, para 54.
[13] Bednar Affidavit 9, para 54.
[14] Bednar Affidavit 9, paras 9–13; 7th Report of the Monitor dated April 30, 2026 [**7th Report**], paras 41–43, Tab 4, Canacol Compendium.
[15] Bednar Affidavit 9, paras 15–16, 7th Report, paras 43, 48–49.

and it cannot access such capital under the DIP Financing or otherwise during the Proceedings.[16]

10. Phase 2 SISP bidders have identified the Offtake Agreements and the Promigas Agreements, including accruing penalties, ship-or-pay charges and mandatory firm shipping obligations, as principal impediments to a SISP transaction.[17] Canacol therefore faced a real and substantial risk that it could not complete a going-concern transaction unless those agreements were renegotiated or disclaimed.[18] Further DIP advances are conditioned on acceptable amendments or disclaimer. Without such advances, Canacol cannot continue operations, or complete a going concern transaction under the SISP.[19]

11. After efforts to amend the SoP Agreements did not produce a consensual resolution, Canacol sought the Disclaimer Orders to preserve access to DIP funding and advance the SISP. Without disclaimer, Canacol faces a cessation of operations and piece-meal liquidation which would result in the very disruption to the supply of natural gas that Promigas claims it seeks to avoid.[20]

PART 3 – LAW AND ARGUMENT

A. TEST FOR GRANTING LEAVE UNDER S. 13 OF THE *CCAA*

12. Leave under s. 13 is discretionary,[21] granted sparingly in CCAA proceedings, and exercised in a flexible and contextual way.[22] An applicant must show serious and arguable grounds that are of real and significant interest to the parties. This is assessed by considering four factors, which are given different weight depending on circumstances: (1) the point on appeal is of significance to the practice; (2) the point is of significance to the action itself; (3) the appeal is *prima facie* meritorious; and (4) the appeal will unduly hinder the progress of the action.[23] Factor (3) considers whether the order under attack appears to be contrary to the law, amounts to an abuse of judicial

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[16] Bednar Affidavit, paras 14 & 25.
[17] Reply Affidavit of Bednar, affirmed May 16, 2026, [**Reply Affidavit**], paras 10–14, Tab 3, Canacol Compendium;
[18] Reply Affidavit, paras 10–14; Reply Bench Brief, dated May 20, 2026, [**Reply Brief**] paras 2, 15, 46–47,Tab 5, Canacol Compendium.
[19] Reply Brief, para 47; Bednar Affidavit 9, paras 56–60.
[20] Reply Affidavit, para 9.
[21] *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, ss 13 and 14 [**CCAA**] [Tab 3].
[22] *Business Development Bank of Canada v Pine Tree Resorts Inc*, 2013 ONCA 282, para 29 [***Pine Tree***] [Tab 4].
[23] *Bellatrix Exploration Ltd (Re)*, 2021 ABCA 85, para 9 [***Bellatrix ACA***] [Tab 5]; *Athabasca Workforce Solutions Inc v Greenfire Oil & Gas Ltd*, 2021 ABCA 66, paras 17–18 [***Athabasca***] [Tab 6].

power, or involves an obvious error causing prejudice for which there is no remedy.[24]

13. Appellate courts are highly deferential to discretionary decisions of CCAA judges, and will only interfere if the judge erred in principle, exercised discretion in a highly unreasonable manner, or made a manifest error.[25] It is inappropriate to consider Feasby J's exercise of discretion in isolation from other exercises, as the judge must balance the interests of various stakeholders in dynamic situations, and delay can be counter-productive to success.[26] This reasoning applies to the exercise of discretion in balancing the s. 32(4) factors.[27]

14. Questions of law are reviewed for correctness,[28] findings of fact for palpable and overriding error, [29] and mixed questions of fact and law for palpable and overriding error unless an extricable legal error is identified. [30] Courts exercise caution in identifying extricable questions of law, and the circumstances for doing so are considered rare.[31]

B. SECTION 32(4) OF THE CCAA

15. Promigas' challenge to Feasby J's weighing of the s. 32(4) factors is not *prima facie* meritorious. It asks the Court to reweigh the evidence underlying a discretionary balancing exercise and rests on three misconceptions: (a) that loss of a bargain proves "significant financial hardship"; (b) that the s. 32(4) factors operate in isolation rather than as part of a holistic assessment; and (c) that continued performance of the Promigas Agreements should outweigh the liquidation risk that would follow if disclaimer were refused. Properly interpreted, s. 32(4) defeats each argument.

16. Section 32(4) directs the court to consider, *inter alia*, whether: (a) the monitor approved the disclaimer, (b) the disclaimer would enhance the prospects of a viable compromise or arrangement, and (c) the disclaimer would "likely cause significant financial hardship to a party to

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[24] *Pine Tree*, para 31 [Tab 4].
[25] *Bellatrix ACA*, para 8 [Tab 5]; *Trican Well Service Ltd v Delphi Energy Corp*, 2020 ABCA 363, paras 10–11 [Tab 7]; *Laurentian University of Sudbury (Re)*, 2021 ONCA 199, paras 20-22 [Tab 9].
[26] *9354-9186 Québec inc. v Callidus Capital Corp.*, 2020 SCC 10 (CanLII), paras 53-54 [Tab 10] [*Callidus*].
[27] *Callidus*, para 53 [Tab 10].
[28] *Housen v Nikolaisen*, 2002 SCC 33, para 8 [***Housen***] [Tab 11].
[29] *Housen*, para 10 [Tab 11].
[30] *Housen*, paras 36–37 [Tab 11].
[31] *Sattva Capital Corp v Creston Moly Corp*, [2014] 2 SCR 633, paras 53-55 [***Sattva***] [Tab 12].

the agreement". The list is not exhaustive, is silent on the relative weight of any factor, and requires the court to determine whether disclaimer is "fair, appropriate and reasonable in all the circumstances". Ultimately, granting a disclaimer is a discretionary decision made by weighing the competing interests and prejudice to the parties.[32]

17. Each word of s. 32(4)(c) carries meaning which must be considered. The hardship must be "significant", it must be "financial", it must be "likely" to be caused by the disclaimer, and it must be suffered by "a party to the agreement". The onus on an objecting counterparty is therefore high and evidence-based. There must be specific evidence of significant financial hardship; mere loss or damage is insufficient; and the significant financial hardship must likely be caused by the disclaimer. The test is subjective and turns on the individual characteristics and financial circumstances of the counterparty itself.[33]

18. S. 32(4) must be read in conjunction with s. 32(7), which provides that a party who suffers a loss in relation to a disclaimer has a provable claim. Accordingly, Parliament has expressly contemplated that a disclaimer of a contract could result in loss and prescribed the remedy: the counterparty's executory rights are converted into a claim for damages, and the counterparty is entitled at law to participate in the proceeding as a creditor. The loss of a commercial bargain is inherent in every disclaimer[34], meaning it cannot, without more, constitute "significant financial hardship" without rendering s. 32(7) redundant and the disclaimer power illusory.

19. The CCAA's remedial purposes, and the court's broad discretion under s. 11 to make orders that further them, inform the balancing of interests under s. 32(4).[35] Where the choice is between disclaiming a contract at a cost to the counterparty and declining to disclaim at the cost of the debtor's restructuring, the appropriate course is to uphold the disclaimer.[36]

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[32] CCAA, s 32(4) [Tab 3]; *Laurentian University of Sudbury*, 2021 ONSC 3272, para 44 [***Laurentian***] [Tab 28]; *LoyaltyOne, Co (Re)*, 2024 ONSC 3866, para 50 [Tab 29]; *Quest University Canada (Re)*, 2020 BCSC 1883, paras 96, 111–113 [Tab 30].

[33] *Laurentian*, paras 46(c)–(d), citing *Target Canada Co, Re*, 2015 ONSC 1028,para 26; *Timminco Limited, Re*, 2012 ONSC 4471, para 60 [Tab 31].

[34] *CCAA*, s 32(7) [Tab 3]; *Ehattesaht Holdings Ltd v Coulson Forest Products et al*, 2006 BCSC 1810, para 13 [Tab 32] ; *Bellatrix Exploration Ltd (Re)*, 2020 ABQB 809, para 39 [Tab 14].

[35] *Montréal (City) v Deloitte Restructuring Inc*, 2021 SCC 53, paras 113 & 115 [Tab 33]; *Century Services Inc v Canada* (AG), 2010 SCC 60, para 70 [***Century Services***] [Tab 16].

[36] *Laurentian*, paras 75-79. [Tab 28].

20. Promigas submits that Feasby J: (a) failed to weigh the hardship flowing from its approximately US$216.7 million pipeline-expansion investment; (b) wrongly attributed the consequences of failed negotiations, rather than disclaimer, to Promigas; (c) speculated that the parties would reach new agreements despite Colombian regulatory constraints; and (d) erred in imposing a freestanding duty to negotiate in good faith upon it and Canacol

21. Promigas has not established significant financial hardship. It asserted effects on revenue, profitability and return on investment, but provided no specific evidence of impaired liquidity or solvency. Promigas is a significant Colombian public utility with a range of clients,[37] of which the Canacol Group is but one. Any lost return on Promigas' investment is loss of bargain compensable through a provable claim under s. 32(7),[38] not proof of significant financial hardship.

22. Promigas also misconstrues causation under s. 32(4)(c). The provisions asks whether the disclaimer is likely to cause significant financial hardship, which requires comparing disclaimer with the realistic alternative. The uncontroverted evidence before Feasby J was that absent a disclaimer, the Promigas Agreements would not be performed as Canacol cannot meet the ship-or-pay, trust funding and top-up obligations, faces early termination exposure the restructuring cannot support, and the realistic outcome is termination coupled with liquidation.[39] Promigas' objections do not answer that evidence.

23. S. 32(4) balancing does not depend on any freestanding legal duty to negotiate as submitted by Promigas. Despite this, Canacol's uncontracted evidence was that: (a) it intends to continue producing and supplying gas through the Promigas pipeline systems under new, economically viable arrangements, (b) it remains prepared to negotiate consensual new terms in good faith[40], and (c) a disclaimer would therefore reset, rather than end, the commercial relationship. Given the counterparties' own evidence that gas is scarce and replacement costs are high, Feasby J reasonably declined to assume that the parties could not reach new agreements.

24. Feasby J did not impose a contractual duty to negotiate upon the parties. He referred to the commercial reality that the parties would need to negotiate in good faith to reach a new commercial

[37] Bednar Affidavit 9, para 34.
[38] *CCAA*, s 32(7).
[39] Reasons, paras 17, 76, 79, 92–95 [Tab 1];
[40] Reasons, paras 20, 85 [Tab 1]; Bednar Affidavit 9, para 30.

arrangement.[41] Promigas does not refer to s. 18.6(1)[42] which imposes a duty of good faith on a party in a CCAA proceeding. Canacol testified on the record that following the granting of any disclaimer order, it intended on renegotiating with Promigas, and accordingly, the *obiter* statement made by Feasby J that Canacol must act in good faith in negotiating with Promigas is consistent with the Canacol's duty to act in good faith under the CCAA and its intentions and conduct. Finally, Feasby J did not find that Promigas must agree to whatever terms Canacol proposes to Promigas. Promigas is free to negotiate reasonable commercial terms with Canacol and to the date of this Memorandum, Canacol has continued its efforts to negotiate with Promigas.

C. IS THE POINT ON APPEAL SIGNIFICANT TO THE PRACTICE?

25. Promigas' challenge to Feasby J's factual findings and weighing of the evidence is not significant to the practice. Promigas has not established that Feasby J forgot, ignored or misconceived the evidence in a manner that affected his conclusions.[43] Nor has it identified an error in principle, an unreasonable exercise of discretion, or a manifest error in his findings of fact thereunder. Promigas' proposed appeal alleges errors in the application of settled principles to the evidence in this case, not issues of broader precedential importance.[44]

26. Promigas' argument that Feasby J reversed the onus on significant financial hardship is also not significant to the practice.[45] Feasby J observed that, if Promigas refused to negotiate new commercial terms with Canacol, it would be the party responsible for gas not flowing through its pipeline system. His conclusions were grounded in the evidence before the Court which included that Canacol was ready, willing and able to continue to supply gas through the Promigas pipeline under new commercially viable terms.[46] Feasby J weighed evidence and came to conclusionary findings which were an exercise of his discretion.

27. Feasby J also considered potential harm to end-users. His Reasons address that issue in in both the commercial and consumer contexts.[47] Promigas' contrary assertion therefore identifies no

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[41] Reasons, paras 19 93 [Tab 1].
[42] *CCAA* s 18.6(1) [Tab 3].
[43] *Van de Perre v Edwards*, 2001 SCC 60, paras 10 & 15 [***Van de Pere***] [Tab 26]; *Housen*, para 72; *Salomon v Matte-Thompson*, 2019 SCC 14, para 111 [***Salomon***] [Tab 27].
[44] *Laurentian University of Sudbury (Re)*, 2021 ONCA 448 (CanLII), paras 38, 46 [***Laurentian ONCA***] [Tab 9].
[45] *Laurentian ONCA*, para 46 [Tab 9].
[46] Reasons, paras 85, 91, 93–94 [Tab 1].
[47] Reasons, paras 54, 62, 65, 81 [Tab 1].

arguable error, much less an issue significant to the practice.

28. Promigas' Colombian-law argument is likewise not significant to the practice. Decisions have already been made in the lower Court in these proceedings finding that matters of Colombian law are to be left to the Colombian recognition proceedings.[48] It is not for this court to interfere with Feasby J's decision on the basis of Colombian law. His reasons succinctly set out the disclaimer matter could be heard by the lower Court given the foreign main proceedings is in Canada and that it is up to the Colombian recognition proceedings to determine whether to recognize his orders.[49]

D. IS THE POINT ON APPEAL SIGNIFICANT TO THE PROCEEDING AND PARTIES?

29. As most proposed appeals are important to the parties, this factor is given lesser weight.[50]

30. Promigas' arguments referenced in its memorandum under this factor relating to financial harm, downstream effects, and Colombian regulatory requirements are rebutted above.

31. The Promigas Agreements are economically important to Promigas. That does not, however, give independent significance to the proposed appeal. Promigas' challenge remains directed principally to Feasby J's assessment of the evidence and the weight he assigned to the competing consequences of disclaimer. The substance of Promigas' argument is therefore addressed by the merits analysis above, and not transformed into a significant point on appeal merely because the Disclaimer Orders affect Promigas' commercial interests. Further, s. 32(7) of the CCAA preserves Promigas' entitlement to a provable claim for loss arising from disclaimer, with the Reasons expressly leaving the treatment and priority of any such claim for determination on the appropriate record.[51]

32. The importance of the Disclaimer Orders to the Proceedings magnifies, rather than diminishes, the prejudice of granting leave where no serious and arguable error has been established. Delays in obtaining disclaimer relief and recognition of the Disclaimer Orders in

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[48] Transcript of the December 11, 2025, Decision of Justice Mah, p. 10, lines 3-16; Transcript of the March 5, 2026 Proceedings and Decision of Justice Bourque page 5, line 35–page 7, line 4.
[49] Reasons, para 100 [Tab 1].
[50] *Athabasca*, para 20 [Tab 6]; *Pine Tree*, para 30 [Tab 4].
[51] *CCAA*, s 32(7); Reasons, para 95 [Tab 1].

Colombia has been a primary driver of delays to SISP progress.[52] Canacol has a critical need for the remaining advances under the DIP Agreement. Without that financing, Canacol will be unable to maintain operations or continue to advance the SISP. Further, continued uncertainty regarding access to DIP financing would materially impair Canacol's ability to sustain natural gas supply, causing immediate revenue loss and a cascading negative effect on bidder confidence and going concern operations.[53] Canacol therefore cannot recover the time, liquidity or SISP bidder confidence that an appeal would consume. In circumstances where Canacol's production is insufficient to satisfy contracted demand, an appeal would also preserve the very penalty, delivery and transportation framework that Feasby J found incompatible with a viable restructuring.[54] This factor accordingly carries little independent weight and should not overcome the weak merits of the proposed appeal or the immediate risk that appellate delay will hinder the Proceedings. This factor should be weighted accordingly in the holistic assessment required under s. 13 of the CCAA.

E. WILL THE APPEAL UNDULY HINDER THE PROGRESS OF THE ACTION?

33. An appeal would unduly hinder the Proceedings by prolonging uncertainty over agreements that are of critical importance to SISP bidders. Feasby J accepted Canacol's evidence that accruing liabilities and fixed transportation obligations under the Promigas Agreements were unsustainable and that, absent renegotiation or disclaimer, there was a real and substantial risk that the SISP would not produce a going-concern transaction.[55] The proposed appeal therefore concerns a necessary step in these Proceedings and Canacol's ultimate restructuring, not a discrete dispute that can be deferred without affecting its progress.

34. Promigas' submission that Colombian recognition can proceed concurrently with an appeal does not answer the funding risk that exists in these Proceedings.[56] Unless waived, the conditions govern remaining DIP advances require acceptable amendments to the Promigas Agreements or final and effective Disclaimer Orders, including Colombian recognition without outstanding challenge. An appeal would prolong uncertainty over satisfaction of those conditions.[57]

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[52] 10th Report of the Monitor dated September 21, 2026 [**10th Report**], paras 58 & 88(b), Tab 8, Canacol Compendium.
[53] 10th Report, paras 87-88(a)-(c).
[54] Reasons, paras 76–79 [Tab 1].
[55] Reasons, paras 76–79.
[56] Promigas Memorandum, para 25(a).
[57] 10th Report, para 79(c).

35. Nor do the DIP Lenders' prior advances, extensions or economic incentives establish that funding will remain available throughout an appeal. Although the maturity date under the DIP Agreement has been extended to November 30, 2026, this extension did not increase the financing commitment or waive existing defaults. The cash flow forecast appended to the 10th Report assumes further DIP advances, notwithstanding unsatisfied conditions, projected to be required in the week ending October 10, 2026. Promigas' expectation of continued support is not a substitute for satisfaction or waiver of the contractual funding conditions.[58]

36. Promigas' willingness to expedite the appeal does not establish that Canacol's restructuring can absorb the resulting delay. In *Athabasca*, this Court found undue hindrance notwithstanding substantial advances already made, because further financing was required and there was no basis to assume the transaction could await the appeal.[59] The same concern arises here. The Monitor identifies delays concerning disclaimer and Colombian recognition as the primary cause of SISP delays.[60] Further uncertainty would jeopardize the timely restructuring needed to preserve operations and gas supply. This factor weighs strongly against leave.

PART 4 – RELIEF SOUGHT

37. Canacol respectfully submit that permission to appeal be denied, with costs payable to Canacol forthwith and in any event of the cause.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 7th day of October, 2026.

GOWLING WLG (CANADA) LLP



Per: Clifton Prophet, Sam Gabor, Tom Cumming
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Canacol

[58] 10th Report, paras 78, 83, 85(a), 114
[59] *Athabasca*, para 26 [Tab 6].
[60] 10th Report, paras 88(b)-(c)

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Other
Transcript of the December 11, 2025, Decision of Justice Mah
Transcript of the March 5, 2026, Proceedings and Decision of Justice Bourque