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ALBERTA

JUDICIAL CENTRE

1201-05843

Clerk's stamp: CLERK OF THE COURT **FILED**

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JUDICIAL CENTRE OF CALGARY

CALGARY

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT. RSC 1985, c C-36, AS AMENDED

AND IN THE MATTER OF UBG BUILDERS INC., ALBERTA BUILDERS CAPITAL INC., ALPINE HOMES (2006) INC., AMERICAN BUILDERS CAPITAL (US) INC., EDGEWATER AT GRIESBACH INC., ELITE HOMES (2006) LTD., **EVOLUTION BY GREENBORO INC., GREENBORO COMMUNITIES (2006)** INC., GREENBORO ESTATE HOMES (2006) LTD., GREENBORO HOMES (2006) LTD., GREENBORO LUXURY HOMES INC., HIGH POINTE INC., MOUNTAINEERS VILLAGE (2006) INC., MOUNTAINEERS VILLAGE II INC., ORIGINS AT CRANSTON INC., SOUTH TERWILLEGAR VILLAGE INC., THE BRIDGES MANAGEMENT INC., THE LEDGES INC., TIMBERLINE LODGES (2006) INC., TODAY'S COMMUNITIES (2006) INC., TODAY'S HOMES (2006) INC., TUSCANY DEVELOPMENTS (2006) INC., UBG ALBERTA BUILDERS (2006) INC., UBG ALPINE HOMES (2006) LTD., UBG BRIDGES INC., UBG BUILDERS (USA) INC., UBG COMMERCIAL INC., UBG LAND INC., UBG LOT DEPOSIT CORP., UBG 4500 CALGARY INC., UBG 75 **CANMORE INC., UBG 808 CALGARY INC., UNITY INVESTMENTS (2012)** INC., VALMONT AT ASPEN STONE INC., VALOUR PARK AT CURRIE INC., VILLAGE AT THE HAMPTONS INC., VILLAGE ON THE PARK INC., WILDERNESS HOMES BY RIVERDALE INC., WILDERNESS RIDGE AT STEWART CREEK INC. (COLLECTIVELY, THE "APPLICANTS")

I hereby certify this to be a true copy of

the original

Dated this.

for Clerk of the Court

DOCUMENT

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS **DOCUMENT**

EMERGENCE ORDER

DENTONS CANADA LLP

Bankers Court

15th Floor, 850 - 2nd Street S.W.

Calgary, Alberta T2P 0R8

Attention: David W. Mann / Doug Schweitzer

Ph. (403) 268-7097/6301 Fx. (403) 268-3100

File No.: 549362-1

DATE ON WHICH ORDER WAS PRONOUNCED:

July 10, 2013

LOCATION WHERE ORDER WAS PRONOUNCED:

Calgary

NAME OF JUDGE WHO MADE THIS ORDER:

The Honourable Madam Justice K.M. Horner

EMERGENCE ORDER (Greenboro Homes)

UPON the application of the Applicants in these proceedings for an Order approving the: (a) Term Sheet between Sterling Bridge Mortgage Corp. ("Sterling") and Greenboro Homes Limited Partnership, by its general partner Greenboro Homes (2006) Ltd. (collectively, "Greenboro") dated July 4, 2013 (the "Term Sheet") providing for, *inter alia*, an emergence and operating facility by Sterling to Greenboro, and acquisition of all shares, units and equity in Greenboro by Sterling; and (b) emergence from these proceedings of Greenboro (the "Emergence");

AND UPON having read the Application by the Applicants, dated July 4, 2013, the Affidavit of Robert Friesen dated July 4, 2013 (the "Friesen Affidavit"), the Affidavit of Anna Collister dated July 9, 2013 (the "Service Affidavit"), the Eleventh Report of the Court appointed monitor, Ernst & Young Inc. (the "Monitor"), dated July 4, 2013, and such other material in the pleadings and proceedings as are deemed necessary; AND UPON hearing counsel for the Applicants, the Monitor, and other interested parties; AND UPON this Honourable Court determining that Greenboro has acted in good faith and with due diligence and all the terms and conditions of the Term Sheet, including but not limited to the funding, the Emergence and transactions contemplated therein, are fair, reasonable, not oppressive and are in the best interests of Greenboro and all of Greenboro's stakeholders and creditors; AND UPON having considered and being satisfied as to the fairness and reasonableness of the Term Sheet and the Emergence both substantively and procedurally, and the appropriateness of the transactions contemplated in this Order;

IT IS HEREBY ORDERED AND DECLARED THAT:

Interpretation and Service

- 1. The time for service of notice of this application is abridged to the time actually given and service of the Application and supporting material as described in the Service Affidavit is good and sufficient, and this hearing is properly returnable before this Honourable Court today and further service thereof is hereby dispensed with.
- 2. All capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the Initial Order granted in these proceedings on May 9, 2012 (the "Initial Order"), and the following terms shall have the following meaning:
 - (a) "Administration Claim" means the amount owing by Greenboro in favour of the beneficiaries of the Administration Charge in the amount of \$750,000;
 - (b) "Administration Charge" shall have the meaning ascribed thereto in the Initial Order;
 - (c) "Affected Claims" means any and all Claims filed against Greenboro in accordance with the Claims Procedure Order, and includes any reduction to such Claims as a result of any payment, compromise, or other deduction applied against such Claims, whether before or after May 9, 2012, but does not include Unaffected Claims;
 - (d) "Affected Creditors" means Creditors with Affected Claims in respect of and to the extent of such Affected Claims;
 - (e) "ATB" means the Alberta Treasury Branches;

- (f) "ATB's Claim" means all amounts claimed by ATB against Greenboro in an amount not to exceed \$2,000,000;
- (g) "ATB's Charge" means the CCAA Charge granted over all of Greenboro's undertaking, property, and assets in favour of ATB on July 10, 2012, as amended, subject to the exceptions to such CCAA Charge permitted thereby;
- (h) "CCAA" means the Companies' Creditors Arrangement Act, RSC 1985, c. C-36, as amended;
- (i) "CCAA Charge" means an Order in the CCAA Proceedings granting a charge over certain specified property in priority to all security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise, except such interests as are expressly stated to be in priority to such charge;
- (j) "CCAA Proceedings" means the proceedings brought by Greenboro, and others, pursuant to the provisions of the CCAA in the Court File Number 1201-05843;
- (k) "Claims" means valid claims against Greenboro pursuant to the claims process established by to the Claims Procedure Order;
- (I) "Claims Procedure Order" means the Claims Procedure Order granted in the CCAA Proceedings on June 15, 2012;
- (m) "Court" means the Court of Queen's Bench of Alberta in the Judicial District of Calgary presiding over the CCAA Proceedings;
- (n) "Creditor" means any Person having a Claim;
- (o) "Emergence Date" means the date the Monitor's Certificate is filed in the CCAA Proceedings;
- (p) "Emergence Facility" means an advance of up to \$13,714,458 by Sterling to Greenboro pursuant to paragraph A(2)(I) of the Term Sheet;
- (q) "Equity" means all right, title and interest in (i) all partnership units of Greenboro Homes Limited Partnership; (ii) all issued and outstanding shares of Greenboro Homes (2006) Ltd.; and (iii) all other interests in the equity of Greenboro;
- (r) "Facilities" means the Operating Facility and the Emergence Facility;
- (s) "Funds" means the Trade Fund and the Unsecured Fund;
- (t) "Lots" means all single family and duplex home lots either owned by Greenboro or subject to purchase and sale between Greenboro and various developers;
- (u) "Monitor's Certificate" means a certificate filed by the Monitor in the CCAA Proceedings pursuant to paragraph 22 of this Order;

- (v) "Operating Facility" shall mean an advance of up to \$12,554,475 by Sterling to Greenboro pursuant to paragraph A(2)(II) of the Term Sheet;
- (w) "Permitted Agreements" means: (a) all Pre-Sales, (b) Greenboro's head office lease in Edmonton, (c) all purchase and sale agreements for Lots (including all Lot financing agreements, if any); (d) Pre-CCAA Warranty and Seasonal Work to the maximum amount of \$940,960, (e) licenses and agreements to utilize and operate Greenboro's server, and accounting and operational software, and (f) any other agreements determined by Sterling, in its sole, unfettered and absolute discretion, provided written notice setting out such agreements is provided to Greenboro and the Monitor prior to the Emergence Date;
- (x) "Person" means an individual, partnership, joint venture, trust, corporation, group, firm, association, unincorporated organization, committee, government or agency or instrumentality thereof, or any other juridical entity howsoever designated or constituted;
- (y) "Pre-CCAA Warranty and Seasonal Work" means Greenboro's obligations for warranty and seasonal deficiency work for the Pre-Filing period, covered by the Alberta New Home Warranty Program or other equivalent warranty providers, up to the maximum aggregate amount of \$940,960 (calculated as an amount equal to Greenboro's actual costs incurred for such work);
- (z) "Pre-Filing" means the period on or before May 9, 2012;
- (aa) "Pre-Sales" means the pre-sold homes set out in Schedule "B" to the Term Sheet;
- (bb) "Property" means all of the assets, undertakings and property of Greenboro;
- (cc) "Trade Claims" means the Claims of Greenboro's trade creditors who have filed liens against the Property;
- (dd) "Trade Creditors" means Greenboro's creditors with Trade Claims;
- (ee) "Trade Fund" means a fund established and maintained by the Monitor from funds advanced to the Monitor by Greenboro in the amount of \$2,337,887;
- (ff) "Unaffected Claims" means Claims for Pre-CCAA Warranty and Seasonal Work and claims in respect of Permitted Agreements, if any;
- (gg) "Unsecured Claims" means valid unsecured Claims;
- (hh) "Unsecured Creditors" means Greenboro's creditors with Unsecured Claims;
- (ii) "Unsecured Fund" means a fund established and maintained by the Monitor from funds advanced to the Monitor by Greenboro in the amount of \$2,400,000.

Approval of the Term Sheet

3. The Term Sheet, attached as Exhibit "A" to the Friesen Affidavit, is hereby approved.

- 4. Amendments to the Term Sheet, if any, that are agreed to in writing by Greenboro and Sterling, and approved by the Monitor as reasonably necessary, are hereby authorized and approved.
- 5. Greenboro and the Monitor are hereby authorized and directed to do all things reasonably necessary to implement and perform all of their respective obligations under the Term Sheet, including the execution of all documents and agreements, and to do all things reasonably necessary to close the financing under the Facilities, and convey the Equity to Sterling, pursuant to the terms of the Term Sheet and this Order.
- 6. The Term Sheet, including all transactions, conveyances, assignments, grants, advances, security and obligations contemplated therein, shall be valid and enforceable and the rights and remedies of the parties thereto shall not otherwise be limited or impaired in any way by: (i) the pendency of these proceedings and the declaration of insolvency made herein; (ii) any Bankruptcy Order sought or issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of Greenboro or any assignment in bankruptcy made or deemed to be made in respect of Greenboro; or (iii) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of encumbrances, contained in any existing agreement, lease, sub-lease, offer to lease or other arrangement which binds any of the Applicants (a "Third Party Agreement"), and notwithstanding any provision to the contrary in any Third Party Agreement.
- 7. Neither the creation of the Term Sheet, nor the execution, delivery or performance of the Term Sheet shall create or be deemed to constitute a breach by any of the Applicants of any Third Party Agreement to which it is a party.
- 8. The parties to the Term Sheet shall not have liability to any person whatsoever as a result of any breach of any Third Party Agreement caused by, or resulting from, the execution, delivery or performance of the Term Sheet.
- 9. Notwithstanding the pendency of these proceedings and the declaration of insolvency made in these proceedings, the Term Sheet, including all transactions, conveyances, assignments, grants, advances, security and obligations contemplated therein, shall constitute legal, valid and binding obligations of the applicable Applicants enforceable against them in accordance with the terms thereof, and all transactions, conveyances, assignments, grants, advances, security and obligations made by the parties pursuant to this Order and the Term Sheet, do not and will not constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions or conduct meriting an oppression remedy under any applicable law, and shall not constitute advances under the *Builders' Lien Act* (Alberta) nor be subject to any builder's lien registered at the date of this Order or thereafter.
- 10. If and to the extent the provisions of this Order and the Term Sheet are contradictory, the provisions set out in this Order take precedence and the contradictory provisions of the Term Sheet are of no force and effect.
- 11. No action or proceeding may be commenced against a party to the Term Sheet by reason of any such party having entered into the Term Sheet or having performed the obligations thereunder without leave of this Court having been obtained on seven days' notice to the Applicants, Sterling and the Monitor.

Conditions to Emergence

Establishing the Funds

- 12. Greenboro is authorized and directed to drawdown Facility "B" under the Emergence Facility and utilize such funds to establish the Trade Fund with the Monitor. The Monitor is authorized and directed to:
 - (a) hold the Trade Fund in a separate interest bearing trust account; and
 - (b) make distributions and partial distributions from the Trade Fund to Trade Creditors that have established, to the satisfaction of the Monitor, valid Trade Claims.
- 13. Greenboro is authorized and directed to drawdown Facility "C" under the Emergence Facility and utilize such funds to establish the Unsecured Fund with the Monitor. The Monitor is authorized and directed to:
 - (a) hold the Unsecured Fund in a separate interest bearing trust account; and
 - (b) make distributions and partial distributions from the Unsecured Fund to Unsecured Creditors that have established, to the satisfaction of the Monitor, valid Unsecured Claims.
- 14. Upon the Funds being established with the Monitor, all Trade Claims and Unsecured Claims are irrevocably satisfied and discharged as against Greenboro with such claims having recourse solely against the applicable Fund and all proceedings with respect to, in connection with or relating to such Trade Claims and Unsecured Claims are hereby permanently stayed, subject only to any right of such creditors to prove their claim for the purpose of receiving a distribution pursuant to this Order from the applicable Fund.
- 15. All distributions and payments by the Monitor to any Trade Creditor and Unsecured Creditor from the applicable Fund are for the account of Greenboro and the fulfillment of its obligations to such creditors, whether under this Order or otherwise. No interest will be paid on the Trade Claims and the Unsecured Claims.
- 16. Prior to making any distributions to Trade Creditors and Unsecured Creditors from the applicable Fund, the Monitor shall ensure that a reserve remains in the applicable Fund for the full amount of any disputed or unresolved Trade Claims and Unsecured Claims.
- 17. The Administration Charge shall survive against the Funds, up to the aggregate amount of \$10,000, as security for the professional fees and disbursements of the Monitor, counsel to the Monitor and counsel to the Applicants incurred at their normal rates and charges in relation to the administration of the Fund. The Monitor is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicants from the Fund at such times and from time to time as the Monitor deems appropriate.

Payout of Claims

18. Greenboro is authorized and directed to drawdown Facility "A" under the Emergence Facility and utilize such funds to payout ATB's Claim. Upon making such payment, ATB's Charge and any

other security or guarantees held by ATB over or relating to Greenboro shall be discharged and all Claims of ATB against Greenboro, including but not limited to ATB's Claim, are deemed to be released.

- 19. Greenboro is authorized and directed to drawdown Facility "D" under the Emergence Facility and utilize such funds to payout the Administration Claim. The payment of the Administration Claim by Greenboro shall be made to the Monitor to administer. Upon making such payment, the Administration Charge shall be discharged against Greenboro and all claims of the Monitor, its legal counsel and legal counsel to the Applicants against Greenboro are deemed to be released.
- 20. Greenboro is authorized to drawdown such amounts in Facilities "E" and "F" under the Facilities and utilize such funds to payout, bring current or otherwise address all purchase and sale agreements for Lots to the satisfaction of Greenboro and Sterling.

Lot Credit

21. Nothing in this Order shall discharge Greenboro's obligation to remit 50% of the Credit, as that term is defined in the Order granted in the CCAA Proceedings on March 22, 2013, to Greenboro Communities Limited Partnership.

Emergence of Greenboro

- 22. The Monitor shall file the Monitor's Certificate when it is in irrevocable receipt of a certificate from Greenboro and Sterling jointly certifying that: (a) all conditions under the Term Sheet have been waived or satisfied; (b) all conditions under this Order have been waived, to the extent permitted, or satisfied; and (c) all advances described in this Order have been received by, and the related payments have been irrevocably been paid by, Greenboro.
- 23. The Emergence occurs upon the Monitor filing the Monitor's Certificate.
- 24. The Applicants are hereby authorized and directed to take all actions necessary or appropriate, in accordance with the terms of this Order, to enter into, adopt, execute, deliver, implement and consummate the contracts, instruments, releases, all other agreements or documents to be created or which are to come into effect in connection with this Order and all matters contemplated under this Order involving corporate action of the Applicants and such actions are hereby approved and will occur and be effective as of the Emergence Date in accordance with this Order, in all respects and for all purposes without any requirement of further action by shareholders, unit holders, directors or officers of the Applicants. Further, to the extent not previously given, all necessary approvals to take such actions shall be and are hereby deemed to have been obtained from the directors, unit holders or the shareholders of the Applicants, as applicable, including the deemed passing by any class of shareholders or unit holders of any resolution or special resolution, and no shareholders' agreement or agreement between a shareholder and another Person limiting in any way the right to vote shares held by such shareholder or shareholders with respect to any of the steps contemplated by this Order shall be effective or shall have any force or effect.

25. Upon Emergence:

- (a) All obligations of Greenboro in respect of warranty obligations, executory contracts, and other liabilities are hereby discharged and released except in respect of Permitted Agreements, which are deemed to be valid, binding, and in good standing, and no Person who is a party to any such obligation or agreement shall, on or after the Emergence Date, accelerate, terminate, rescind, refuse to renew, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise, or purport to enforce or exercise, any right (including any right of set-off, combination of accounts, dilution, buy-out, divestiture, forced purchase or sale option, or other remedy) or make any demand under or in respect of any such obligation or agreement, by reason of:
 - (i) any event or events which occurred on or before the Emergence Date and is not continuing after the Emergence Date, which would have entitled any party thereto to enforce such rights or remedies (including defaults or events of default arising as a result of the insolvency of Greenboro);
 - (ii) Greenboro having sought or obtained relief under the CCAA;
 - (iii) any arrangements, settlements, assignments or transactions effected pursuant to this Order or completed during the CCAA Proceedings;
 - (iv) any default or event of default arising prior to the Emergence Date as a result of the financial condition or insolvency of Greenboro; or
 - (v) the effect upon Greenboro of the completion of any of the transactions contemplated under the Term Sheet, this Order or completed during the CCAA Proceedings
- (b) Greenboro shall be free of all estate, right, title, interest, royalty, rental and equity of redemption of the Applicants and all persons who claim, by through or under the Applicants in respect of Greenboro and the Property, other than in respect of Unaffected Claims, if any;
- (c) Greenboro shall be entitled to enter into and upon, hold and enjoy the Property for its own use and benefit without any interference of or by the Applicants, or any person claiming by or through or against the Applicants, subject only to such rights and obligations as may exist under Permitted Agreements;
- (d) The Equity shall be vested in the name of Sterling, or such other Person designated by Sterling, free of all estate, right, title, interest, royalty, rental and equity of redemption of the Applicants and all persons who claim, by through or under the Applicants in respect of the Equity, if any;
- (e) The CCAA Charges against Greenboro are fully and finally terminated, discharged and released;
- (f) Greenboro shall be entitled to credit any of its existing deposits for Lots against the purchase price under the applicable purchase and sale agreements for Lots;
- (g) All claims, liens, encumbrances, charges, security interests and registrations in favour of Trade Creditors, Unsecured Creditors and ATB, including all builders' liens and

registrations made in accordance with the *Builders' Lien Act*, *Personal Property Security Act*, as amended, *Mines and Minerals Act*, (Alberta), *Land Titles Act* (Alberta), or similar legislation in other jurisdictions against the interests of Greenboro in favour of Trade Creditors and ATB shall be and are hereby deemed to be released, discharged and extinguished and all registrations as may be provided in request for discharge forms that may be submitted to such registries, departments, directors, Commissioners or Ministers by counsel for Greenboro or by the Monitor, from time to time;

- (h) Without limiting the provisions of the Claims Procedure Order, an Affected Creditor that did not file a Proof of Claim (as defined in the Claims Procedure Order) by June 30, 2013, whether or not such Affected Creditor received notice of the claims process established by the Claims Procedure Order, shall be and is hereby forever barred from making a Claim against Greenboro and shall not be entitled to any Claim against Greenboro or distribution from the Funds, and such Affected Creditor's claim is forever extinguished. Nothing in this Order extends or shall be interpreted as extending or amending the Claims Bar Date or gives or shall be interpreted as giving any rights to any Person in respect of Claims that have been barred, extinguished, amended or disallowed pursuant to the Claims Procedure Order;
- (i) Any and all Persons shall be and are hereby permanently stayed from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, including, without limitation, administrative hearings and orders, declarations or assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against Greenboro in respect of all Trade Claims and Unsecured Claims and any other matter which is released pursuant to this Order; and
- (j) The stay of proceedings under the Initial Order, as extended from time to time in the CCAA Proceedings, shall be and is hereby temporarily extended in respect of Greenboro, solely with respect to Claims for Pre-CCAA Seasonal and Warranty Work, until the earlier of September 30, 2013 or the completion of Pre-CCAA Seasonal and Warranty Work.
- 26. Upon receipt of a certified copy of this Order together with the Monitor's Certificate, all registrars, directors, Commissioners and Ministers of personal property registries, energy, mine, mineral and petroleum resources or similar government departments and land title offices are hereby directed and required to give effect to the discharges contemplated by this Order. The directions contemplated by this Order are to be given full effect by all such registries, departments, directors, Commissioners or Ministers notwithstanding section 191(1) of the Land Titles Act (Alberta) or any similar provision contained in any other legislation of any jurisdiction.

The Monitor and the CCAA Proceedings

- 27. Subject to fulfilling its obligations under this Order, the Monitor has, with respect to Greenboro, satisfied all of its obligations required pursuant to the CCAA, the CCAA Proceedings and the Orders made in the course of the CCAA Proceedings, and the Monitor shall have no liability in respect of any information disclosed in the CCAA Proceedings.
- 28. With respect to Greenboro, the Monitor, in addition to its prescribed rights and obligations under the CCAA and the powers provided to the Monitor herein, shall be and is hereby authorized, directed and empowered to perform its functions and fulfill its obligations and

necessary administrative functions under this Order and the Claims Procedure Order including, without limitation, to administer the Funds and disbursements therefrom (the "Fund Administration") and the completion of the remaining functions in connection with this Order and the Claims Procedure Order.

29. The Monitor is hereby authorized and directed to pay the accounts of the Monitor, its legal counsel, and legal counsel to the Applicants, at such times and from time to time as it deems appropriate, and the Monitor shall have no personal liability with respect to the Fund Administration, except for acts of gross negligence or wilful misconduct.

General

- 30. Notwithstanding: (a) the pendency of the CCAA Proceedings and the declaration of insolvency made therein; (b) a bankruptcy or act of bankruptcy of any of the Applicants; or (c) the provisions of any federal or provincial statue, none of the transactions, payments, steps, releases or compromises made, with respect to Greenboro, during the CCAA Proceedings, or contemplated to be performed or effected pursuant to this Order, shall constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions under any applicable law, federal, provincial or otherwise, nor shall they constitute conduct meriting an oppression remedy.
- 31. Greenboro has complied with the provisions of the CCAA and the Orders of this Honourable Court in these proceedings in all respects.
- 32. Any of the Applicants, the Monitor, Sterling or any other interested Person, may apply to this Court for advice and direction, or to seek relief in respect of, any matter arising out of or incidental to this Order, including without limitation, the interpretation of this Order or the implementation thereof, and for any further Order that may be required, on notice to any party likely to be affected by the Order sought or on such notice as this Court orders.
- 33. This Court hereby requests the aid and recognition (including assistance pursuant to Part IV of the CCAA, as applicable) of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or territory or any court or any judicial, regulatory or administrative body of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Order.
- 34. The Applicants shall serve, by courier, telecopy transmission, e-mail transmission, or ordinary post, a copy of this Order on all parties present at this application and on all parties who received notice of this application or who are presently on the service list established in these proceedings, and service on any or all other parties is hereby dispensed with. Service effected as aforesaid shall be good and sufficient service.

Justice of the Court of Queen's Bench of Alberta