

COURT FILE NUMBER 2501-01350
COURT COURT OF KING'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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF PEAVEY INDUSTRIES GENERAL
PARTNER LIMITED, TSC STORES GP INC., AND
PEAVEY INDUSTRIES LIMITED

DOCUMENT

APPLICATION

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT
McCarthy Tétrault LLP
4000, 421 – 7th Avenue SW
Calgary, AB T2P 4K9
Attention: Sean Collins, KC / Pantelis Kyriakakis
Tel: 403-260-3531
Fax: 403-260-3501
Email: scollins@mccarthy.ca

NOTICE TO RESPONDENT(S)

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the master/judge.

To do so, you must be in Court when the application is heard, as shown below:

Date: May 15, 2025
Time: 2:00 p.m.
Where: Calgary Courts Centre via WebEx. Videoconference details are
enclosed as Schedule "A" to this Application
Before Whom: The Honourable Justice J.S. Little

Go to the end of this document to see what else you can do and when you must do it.

Remedy claimed or sought: FTI Consulting Canada Inc., in its capacity as the court-appointed monitor (the "**Monitor**") of Peavey Industries General Partner Limited, TSC Stores GP Inc., and Peavey Industries Limited (collectively, the "**Applicants**") pursuant to the Initial Order (the "**Initial Order**"), granted under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") on January 27, 2025, as subsequently amended and restated on February 6, 2025 (the "**ARIO**"), in the within proceedings (the "**CCAA Proceedings**"), applies for an order, substantially in the forms

attached as Schedule “**B**” hereto (the “**Approval of KEIP Payments and Enhanced Monitor’s Powers Order**”):

1. Declaring that the time for service of this application (the “**Application**”) and the Fifth Report of the Monitor, dated May 12, 2025 (the “**Fifth Monitor’s Report**”), is abridged, that the Application is property returnable on May 15, 2025, that service of the Application and the Fifth Monitor’s Report, on the service list maintained by the Monitor in these CCAA Proceedings (the “**Service List**”), is good and sufficient, and that no persons other than those on the Service List are entitled to service of the Fifth Monitor’s Report, the Application, or any orders arising therefrom;
2. Granting the Monitor enhanced powers with respect to the Applicants (the “**Enhanced Powers**”) to:
 - (a) take possession of and exercise control over the Applicants’ present and after-acquired assets, property, and undertakings (the “**Property**”), and any and all proceeds, receipts, and disbursements arising out of or from the Property, which shall include the Monitor’s ability:
 - (i) to abandon, dispose of, or otherwise release any interest in any of the Applicants’ real or personal property, or any right in any immovable; and
 - (ii) upon further order of the Court, to abandon, dispose of, or otherwise release any license or authorization issued by any government authority;
 - (b) receive, preserve, and protect the Applicants’ Property, or any part or parts thereof;
 - (c) manage, operate and carry on the business of the Applicants, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, cease to perform any contracts of the Applicants, hire or terminate employees as the Monitor may consider necessary, and wind down any employee benefit plans as the Monitor may consider appropriate;
 - (d) engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel, financial advisors, investment dealers, and such other persons from time to time and on whatever basis, including on a temporary basis,

to assist with the exercise of the Monitor's Enhanced Powers conferred by the Enhanced Monitor's Powers Order;

- (e) purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Applicants or any part or parts thereof;
- (f) receive and collect all monies and accounts now owed or hereafter owing to the Applicants and to exercise all remedies of the Applicants in collecting such monies, including, without limitation, to enforce any security held by the Applicants;
- (g) settle, extend or compromise any indebtedness owing to or by the Applicants;
- (h) execute, assign, issue and endorse documents of whatever nature in respect of any of the Applicants' Property or business, whether in the Monitor's name or in the name and on behalf of the Applicants, for any purpose pursuant to the Enhanced Monitor Powers Order;
- (i) undertake environmental or workers' health and safety assessments of the Property and operations of the Applicants;
- (j) initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Applicants, the Property or the Monitor (in relation to the exercise by the Monitor of the Enhanced Powers), and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in the Enhanced Monitor's Powers Order shall authorize the Monitor to defend or settle the action in which the ARIO was made unless otherwise directed by this Court, or to deal with any other issue as the Monitor may request;
- (k) market any or all of the Applicants' Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Monitor in its discretion may deem appropriate;
- (l) sell, convey, transfer, lease or assign or otherwise enter into transactions respecting the Applicants' Property or any part or parts thereof out of the ordinary

course of business with the approval of this Court and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, RSA 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required;

- (m) apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Applicants' Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
 - (n) report to, meet with and discuss with such affected persons as the Monitor deems appropriate all matters relating to the Applicants' Property, business, and these proceedings, and to share information, subject to such terms as to confidentiality as the Monitor deems advisable;
 - (o) register a copy of the ARIO and any other orders in respect of the Applicants' Property against title to any of the Applicants' Property;
 - (p) apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Monitor, in the name of the Applicants;
 - (q) enter into agreements with any trustee in bankruptcy appointed in respect of the Applicants, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Applicants;
 - (r) exercise any shareholder, partnership, joint venture or other rights which the Applicants may have; and,
 - (s) take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.
3. Authorizing and directing the Applicants to make payments in accordance with the terms of the KEIP (as defined in the ARIO).
 4. Such further and other relief as counsel for the Monitor may advise and this Honourable Court considers to be just and appropriate in the circumstances.

Grounds for making this Application: The grounds for the Application are as follows:

5. The Monitor was appointed as the monitor of the Applicants pursuant to the Initial Order, issued by the Honourable Justice Feasby on January 27, 2025, as subsequently amended and restated pursuant to the ARIO.
6. The ARIO provided for the approval of the KEIP (as defined in the ARIO) to incentivize key employees to remain in their employment during the CCAA Proceedings, and the approval of a corresponding fourth-ranking charge on the Property.

Transactions

7. On or around February 11, 2025, the Applicants, with the assistance of Gordon Brothers Canada ULC, commenced a process to seek offers for the assignment, purchase, or termination of the various leases at 84 locations (the “**GBC Process**”), to market the real estate of the Applicants. Among other things, the GBC Process resulted in the Shoppers Transaction (as set out and defined below).
8. The Applicants, under the supervision of the Monitor, completed the process to solicit offers for intellectual property (the “**IP Property**”) owned by the Applicants (the “**IP Sales Process**”), and the commencement of the sale of the Applicants’ owned furnishing, trade fixtures, equipment, machinery, office supplies, racking, rolling stock and other personal property (the “**FF&E**” and the “**FF&E Process**”).
9. On April 2, 2025, the Court granted an approval and vesting order which provided for the following relief:
 - (a) approving the stalking horse sale and investment solicitation process (the “**TSC IP Sales Process**”) conducted by the Applicants and the Monitor in relation to the sale of intellectual property relating to the TSC brand (the “**TSC IP**”); and,
 - (b) approving the sale agreement for the TSC IP as between Peavey Industries LP and TSC Stores GP Inc.
10. On April 25, 2025, the Court granted, among others:
 - (a) an approval and vesting order approving the share purchase offer of Guys Freightways Ltd. by Fire & Flood Emergency Services Ltd.;

- (b) an approval and vesting order approving the sale of all issued and outstanding Class “A” common shares of Turtle Mountain Seed Co. to 2607781 Alberta Ltd. (“**260 AB**”), a party related to the Applicants;
 - (c) an approval and vesting order approving the sale of certain of the Applicants’ IP Property and the sale of FF&E located at eight of the locations to 260 AB; and,
 - (d) an order assigning the lease of the premises located in Mount Forest, Ontario to Shoppers Realty Inc. (the “**Shoppers Transaction**”).
11. The Applicants have completed its store closing liquidation (the “**Inventory Liquidation**”) and all stores are closed.
12. With the wrap-up of the Inventory Liquidation, the GBC Process, the IP Sales Process, the Stalking Horse TSC Sales Process, and the FF&E Process, substantially all of the assets and property of the Applicants have been disposed of.

KEIP Payments

13. The Applicants intends to make payments to key employees under the KEIP, in the aggregate amount of \$250,000.00, due under the KEIP and secured by the KERP/KEIP Charge (as defined in the ARIO).

Enhanced Powers of the Monitor

14. It is highly likely that the Applicants will no longer have any employees prior to the expiry of the Stay Period.
15. Therefore, in order to be able to efficiently wind down their remaining operations and address outstanding administrative and other final matters, the Applicants are seeking the Enhanced Powers for the Monitor in order to allow the Monitor to carry out many of the functions, duties and powers that would normally be carried out by the director of the Applicants.
16. The Monitor has informed the Applicants that it consents to exercise the Enhanced Powers in accordance with the orders of this Court.

17. The Enhanced Powers are in the best interests of the Applicants and all their stakeholders, as it will streamline the completion of concluding and final matters.

Affidavit or other evidence and materials to be used in support of this Application:

18. The Fifth Monitor's Report, dated May May 12, 2025.
19. Such further and other evidence or materials as counsel for the Monitor may advise and this Honourable Court may permit.

Application Rules:

20. The *Alberta Rules of Court*, Alta. Reg. 124/2010.
21. Such further and other rules as counsel for the Monitor may advise and this Honourable Court may permit.

Applicable Acts and Regulations:

22. The *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended.
23. The *Judicature Act*, RSA 2000, c J-2.
24. Such further and other acts and regulations as counsel for the Monitor may advise and this Honourable Court may permit.

Any irregularity complained of or objected relied on:

25. There are no irregularities complained of or objections relied on.

How the Application is proposed to be heard or considered:

26. The Monitor proposes that this Application be heard via WebEx with one, some, or all of the parties present.

AFFIDAVIT EVIDENCE IS REQUIRED IF YOU WISH TO OBJECT

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on

the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

SCHEDULE “A” TO THE APPLICATION WEBEX INFORMATION

Virtual Courtroom 60 has been assigned for the above noted matter:

Virtual Courtroom Link:

<https://albertacourts.webex.com/meet/virtual.courtroom60>

Instructions for Connecting to the Meeting

1. Click on the link above or open up Chrome or Firefox and cut and paste it into your browser address bar.
2. If you do not have the Cisco Webex application already installed on your device, the site will have a button to install it. Follow installation instructions. Enter your full name and email address when prompted
3. Click on the **Open Cisco Webex Meeting**.
4. You will see a preview screen. Click on **Join Meeting**.

Key considerations for those attending:

1. Please connect to the courtroom **15 minutes prior** to the start of the hearing.
2. Please ensure that your microphone is muted and remains muted for the duration of the proceeding, unless you are speaking. Ensure that you state your name each time you speak.
3. If bandwidth becomes an issue, some participants may be asked to turn off their video and participate by audio only.
4. **Note: Recording or rebroadcasting of the video is prohibited.**
5. **Note: It is highly recommended you use headphones with a microphone or a headset when using Webex. This prevents feedback.**

If you are a non-lawyer attending this hearing remotely, you must complete the undertaking located here: <https://www.albertacourts.ca/qb/resources/announcements/undertaking-and-agreement-for-non-lawyers>

For more information relating to Webex protocols and procedures, please visit: <https://www.albertacourts.ca/qb/court-operations-schedules/webex-remote-hearings-protocol>

You can also join the meeting via the “Cisco Webex Meetings” App on your smartphone/tablet or other smart device. You can download this via the App marketplace and join via the link provided above.

**SCHEDULE "B" TO THE APPLICATION
APPROVAL OF KEIP PAYMENTS AND ENHANCED MONITOR'S POWERS ORDER**

[see attached]

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COURT COURT OF KING'S BENCH OF ALBERTA
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IN THE MATTER OF THE *COMPANIES' CREDITORS
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AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF PEAVEY INDUSTRIES GENERAL
PARTNER LIMITED, TSC STORES GP INC., AND
PEAVEY INDUSTRIES LIMITED

DOCUMENT **ORDER (APPROVAL OF KEIP PAYMENTS AND
ENHANCED MONITOR'S POWERS ORDER)**

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT
McCarthy Tétrault LLP
4000, 421 – 7th Avenue SW
Calgary, AB T2P 4K9
Attention: Sean Collins, KC / Pantelis Kyriakakis
Tel: 403-260-3531
Fax: 403-260-3501
Email: scollins@mccarthy.ca

DATE ON WHICH ORDER WAS PRONOUNCED: May 15, 2025
LOCATION OF HEARING: Calgary, Alberta
NAME OF JUDGE WHO MADE THIS ORDER: Justice J.S. Little

UPON the application (the "**Application**") of FTI Consulting Canada Inc., in its capacity as the court-appointed monitor (the "**Monitor**") of Peavey Industries General Partner Limited, TSC Stores GP Inc., and Peavey Industries Limited (collectively, the "**Applicants**") pursuant to the initial order granted under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") on January 27, 2025, as subsequently amended and restated on February 6, 2025 (collectively, the "**ARIO**"), in the within proceedings (the "**CCAA Proceedings**"); **AND UPON** reading the Fifth Report of the Monitor dated May 12, 2025 (the "**Fifth Monitor's Report**"), filed; **AND UPON** reading the Affidavit of Service of Katie Hynne, sworn on May 1, 2025 (the "**Service Affidavit**"), filed; **AND UPON** hearing counsel for the Monitor and for any other parties who may be present.

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the Application and the Fifth Monitor's Report is abridged, the Application is properly returnable today, service of the Application and the Fifth Monitor's Report on the service list (the "**Service List**") attached as an exhibit to the Service Affidavit, in the manner described in the Service Affidavit, is good and sufficient, and no other persons other than those listed on the Service List are entitled to service of the Application or the Fifth Monitor's Report.

KEIP PAYMENT

2. The Applicants are hereby authorized and directed to make payments in the aggregate amount of \$250,000.00 in accordance with the terms of the KEIP (as defined in the ARIO).

ENHANCED MONITOR'S POWERS

3. Notwithstanding any other provision of the ARIO, in addition to other rights and obligations of the Monitor under the CCAA, the Monitor is hereby empowered and authorized, but not obligated, to act at once in respect of the property and business of the Applicants and, without in any way limiting the generality of the foregoing, the Monitor is hereby expressly empowered and authorized to do any of the following where the Monitor considers it necessary or desirable (collectively, the "**Monitor's Enhanced Powers**"):
 - (a) take possession of and exercise control over the Applicants' present and after-acquired assets, property and undertakings (the "**Property**"), and any and all proceeds, receipts and disbursements arising out of or from the Property, which shall include the Monitor's ability:
 - (i) to abandon, dispose of, or otherwise release any interest in any of the Applicants' real or personal property, or any right in any immoveable; and
 - (ii) upon further order of the Court, to abandon, dispose of, or otherwise release any license or authorization issued by any government authority;
 - (b) receive, preserve and protect the Applicants' Property, or any part or parts thereof;

- (c) manage, operate and carry on the business of the Applicants, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, cease to perform any contracts of the Applicants, hire or terminate employees as the Monitor may consider necessary, and wind down any employee benefit plans as the Monitor may consider appropriate;
- (d) engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel, financial advisors, investment dealers, and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Monitor's Enhanced Powers;
- (e) purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Applicants or any part or parts thereof;
- (f) receive and collect all monies and accounts now owed or hereafter owing to the Applicants and to exercise all remedies of the Applicants in collecting such monies, including, without limitation, to enforce any security held by the Applicants;
- (g) settle, extend or compromise any indebtedness owing to or by the Applicants;
- (h) execute, assign, issue and endorse documents of whatever nature in respect of any of the Applicants' Property or business, whether in the Monitor's name or in the name and on behalf of the Applicants, for any purpose;
- (i) undertake environmental or workers' health and safety assessments of the Property and operations of the Applicants;
- (j) initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Applicants, the Property or the Monitor (in relation to the exercise by the Monitor of the Enhanced Powers), and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in the Stay Extension and Enhanced Monitor Powers Order shall authorize the Monitor to defend or settle the action in which

the ARIO was made unless otherwise directed by this Court, or to deal with any other issue as the Monitor may request;

- (k) market any or all of the Applicants' Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Monitor in its discretion may deem appropriate;
- (l) sell, convey, transfer, lease or assign or otherwise enter into transactions respecting the Applicants' Property or any part or parts thereof out of the ordinary course of business with the approval of this Court and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, RSA 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required;
- (m) apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Applicants' Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) report to, meet with and discuss with such affected persons as the Monitor deems appropriate all matters relating to the Applicants' Property, business, and these proceedings, and to share information, subject to such terms as to confidentiality as the Monitor deems advisable;
- (o) register a copy of the ARIO and any other orders in respect of the Applicants' Property against title to any of the Applicants' Property;
- (p) cause any of the Applicants to make a voluntary assignment into bankruptcy in accordance with the provisions of the *Bankruptcy and Insolvency Act* (Canada);
- (q) apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Monitor, in the name of the Applicants;
- (r) enter into agreements with any trustee in bankruptcy appointed in respect of the Applicants, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Applicants;

- (s) exercise any shareholder, partnership, joint venture or other rights which the Applicants may have; and take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Monitor takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other persons, including the Applicants, and without interference from any other person.

MONITOR PROTECTIONS

4. The enhancement of the Monitor's powers as set for in this Order, the exercise by the Monitor of any of its powers, the performance by the Monitor of any of its duties, or the employment by the Monitor of any person in connection with its appointment and the performance of its powers and duties shall not constitute the Monitor as an employer, successor employer, or related employer of the employees of the Applicants or any employee caused to be hired by the Applicants by the Monitor within the meaning of any provincial, federal or municipal legislation, other relevant legislation, regulation, common law, or rule of law or equity governing employment, pensions, or labour standards for any purpose whatsoever or expose the Monitor to any liability to any individual arising from or relating to their employment or previous employment Applicants; Without limiting the provisions of the ARIO, all employees and consultants of the Applicants shall remain employees or consultants of the Applicants until such time as the Monitor, on the Applicants' behalf, may terminate the employment of such employees or other contractual or consulting agreements. Nothing in this Order shall, in and of itself, cause the Monitor to be liable for any employee-related liabilities or duties, including, without limitations, wages, severance pay, termination pay, vacation pay and pension or benefit amounts.
5. The Monitor is not and shall not be or be deemed to be a principal, director, officer, or employee of the Applicants.
6. The Monitor shall continue to have the benefits of all of the indemnities, charges, protections and priorities as set out in the ARIO and any other Order of this Court and all such indemnities, charges, protections and priorities shall apply and extend to the Monitor and the fulfillment of its duties or the carrying out of the provisions of this Order.
7. The Applicants shall cooperate fully with the Monitor and any directions it may provide pursuant to this Order and shall provide such assistance as the Monitor may reasonably

request from time to time to enable the Monitor to carry out its duties and powers as set out in the ARIO, this Order, or any other Order of this court under the CCAA or applicable law, generally.

8. Nothing in this Order shall constitute or be deemed to constitute the Monitor as receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of any of the Applicants within the meaning of any relevant legislation, regulation, common law, or rule of law or equity. For greater clarity, any distribution to creditors of any of the Applicants administered by the Monitor on behalf of any of the Applicants will be deemed to have been made by any of the Applicants, themselves.
9. Notwithstanding the enhancement of the Monitor's powers and duties as set forth herein, the exercise by the Monitor of any of its powers, or the performance by the Monitor of any of its duties, the Monitor is not, and shall not be deemed, to be the owner of the Property for any purpose and nothing contained herein shall require the Monitor to occupy or take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might be cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act* or any other provincial or federal regulations in Canada or internationally ("**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in Possession.
10. In addition to the rights and protections afforded to the Monitor under the CCAA, the ARIO, this Order, or any other Order granted by this Honourable Court or as an officer of this Court, the Monitor shall incur no liability or obligation, in its personal or corporate capacity, as a result of its appointment or the carrying out of the Provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall

derogate from the protections afforded the Monitor by the CCAA or any applicable legislations.

11. The power and authority granted to the Monitor by virtue of this Order shall, if exercised in any case, be paramount to the power and authority of the Applicants with respect to such matters and in the event of a conflict, the terms of this Order and those of the ARIO or any other Order of this Court, the provisions of this Order shall govern.

MISCELLANEOUS MATTERS

12. Service of this Order shall be deemed good and sufficient by:

- (a) Serving same on:

- (i) the persons listed on the Service List created in these proceedings;
 - (ii) any other person served with notice of the Application for this Order;
 - (iii) any other parties attending or represented at the Application for this Order;
 - and,

- (b) posting a copy of this Order on the Monitor's website at <http://cfcanada.fticonsulting.com/peavey/>,

and service on any other person is hereby dispensed with.

Justice of the Court of King's Bench of Alberta