

COURT FILE NUMBER 2401-01422

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 COM April 17, 2024

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF GRIFFON PARTNERS OPERATION CORPORATION, GRIFFON PARTNERS HOLDING CORPORATION, GRIFFON PARTNERS CAPITAL MANAGEMENT LTD., STELLION LIMITED, 2437801 ALBERTA LTD., 2437799 ALBERTA LTD., 2437815 ALBERTA LTD., and SPICELO LIMITED

DOCUMENT **APPLICATION**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **OSLER, HOSKIN & HARCOURT LLP**
Barristers & Solicitors
Brookfield Place, Suite 2700
225 6 Ave SW
Calgary, AB T2P 1N2

Solicitors: Randal Van de Mosselaer / Julie Treleven
Telephone: (403) 260-7000 / 7048
Email: RVandemosselaer@osler.com / JTreleven@osler.com
File Number: 1246361

NOTICE TO THE RESPONDENT

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

You have the right to state your side of this matter before the Court.

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

Date: April 17, 2024
Time: 2:00 p.m.
Where: Calgary Law Courts (by WebEx - See **Schedule "A"**)
Before: The Honourable Justice Sidnell

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

Remedy Sought:

1. Griffon Partners Holding Corporation, Griffon Partners Capital Management Ltd., Stellion Limited, 2437801 Alberta Ltd., 2437799 Alberta Ltd., and 2437815 Alberta Ltd. (collectively, the “**Applicants**”), respectfully seek an Order under the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the “**CCAA**”) substantially in the form attached hereto as **Schedule “B”**:
 - (a) abridging the time for service of notice of this Application (if necessary), deeming service of notice of this Application to be good and sufficient, and declaring that there is no other person who ought to have been served with notice of this Application;
 - (b) extending the Stay Period, as defined in paragraph 14 of the Amended and Restated Initial Order granted in these proceedings by the Honourable Justice Johnston on February 7, 2024 (the “**ARIO**”), up to and including May 17, 2024, or such other date as this Court may deem appropriate; and
 - (c) granting Alvarez & Marsal Canada Inc., in its capacity as Monitor (as such term is defined below), enhanced powers with respect to the Applicants (the “**Enhanced Powers**”) to:
 - (i) to 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:
 - (A) 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
 - (B) upon further order of the Court, to abandon, dispose of, or otherwise release any license or authorization issued by the Alberta Energy

Regulator, or any other similar government authority, including the Saskatchewan Ministry of Energy and Resources;

- (ii) to receive, preserve and protect the Applicants' Property, or any part or parts thereof;
- (iii) to 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, or cease to perform any contracts of the Applicants;
- (iv) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel, financial advisors, investment dealers, the Transaction Agent (as such term is defined below) 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 ARIO;
- (v) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Applicants or any part or parts thereof;
- (vi) to 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;
- (vii) to settle, extend or compromise any indebtedness owing to or by the Applicants;
- (viii) to 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, or any one of them, for any purpose pursuant to the ARIO;

- (ix) to undertake environmental or workers' health and safety assessments of the Property and operations of the Applicants;
- (x) to 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 ARIO shall authorize the Monitor to defend or settle the action in which the ARIO was made unless otherwise directed by this Court;
- (xi) to 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;
- (xii) to 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.
- (xiii) to 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;
- (xiv) to 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;

- (xv) to register a copy of the ARIO and any other orders in respect of the Applicants' Property against title to any of the Applicants' Property;
 - (xvi) to 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;
 - (xvii) to assign any of the Applicants into bankruptcy, to become the trustee in bankruptcy of any of the Applicants and to take all steps reasonable required to carry out its role as licensed insolvency trustee in bankruptcy of any of the Applicants should the Monitor deem that it is appropriate in the circumstances to do so;
 - (xviii) to 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;
 - (xix) to exercise any shareholder, partnership, joint venture or other rights which the Applicants may have; and
 - (xx) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations; and
- (d) granting such further and other relief as counsel may request and this Honourable Court may deem just.

Grounds for making this Application:

Background

2. On February 7, 2024, the Honourable Justice B. Johnston granted the Applicants an Initial Order under the CCAA (the “**Initial Order**”).
3. Pursuant to the Initial Order, the proceedings commenced by the Applicants on August 25, 2023 under the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the “**NOI Proceedings**”) were continued under the CCAA, Alvarez & Marsal Canada Inc. was appointed Monitor of the Applicants (the “**Monitor**”), and a stay of all proceedings, rights and remedies against or in respect of the Applicants, its business or property, or the Monitor was granted until February 16, 2024 (the “**Stay Period**”). The Initial Order also approved the engagement of Alvarez & Marsal Canada Securities ULC (the “**Transaction Agent**”) to continue and complete the sale and investment solicitation process (“**SISP**”) which had been approved by this Court by order granted October 18, 2023 in the NOI Proceedings.
4. On February 7, 2024, after granting the Initial Order, the Honourable Justice B. Johnston granted the Applicants’ application for the ARIO. Pursuant to the ARIO, the Stay Period was extended to March 6, 2024.
5. The Stay Period was subsequently extended by further Orders of this Court and was most recently extended until April 17, 2024.

Conclusion of the SISP

6. On April 10, 2024, the Applicants will be bringing an application (the “**Approval Application**”) before the Honourable Justice Burns for the approval of the best executable transaction (the “**Transaction**”) contemplated by the SISP and for approval of an Approval and Reverse Vesting Order to effect the transfer and vesting steps necessary to complete the Transaction.
7. Since the granting of the ARIO, the Applicants, with the assistance of the Monitor and the Transaction Agent, have worked diligently and in good faith towards concluding the SISP and consummating the Transaction for the benefit of their stakeholders.
8. Assuming the Approval Application is granted, the Applicants will require more time to complete the distribution of proceeds from the Transaction and to conclude various

administrative matters in the Applicants' insolvency proceedings prior to the end of the Stay Period.

9. Additionally, the Applicants seek the same Enhanced Powers of the Monitor granted over Spicelo Limited (an applicant in these CCAA proceedings) on March 27, 2024, to allow the Monitor to cohesively and efficiently distribute the Transaction proceeds and to finalize all remaining administrative matters to conclude these insolvency proceedings.
10. For these reasons, the Applicants are seeking:
 - (a) 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 a director of the Applicants, or a Receiver appointed over the Applicants, to ensure an orderly and efficient wind-down of proceedings; and
 - (b) an extension of the Applicants' Stay Period up to and including May 17, 2024 to permit the Applicants, the Monitor, and the Transaction Agent to conclude the SISP and consummate the Transaction, and to conclude the Applicants' insolvency proceedings.
11. As a result of the forgoing, circumstances exist that make the requested extension of the Stay Period appropriate, and the Applicants have acted, and are acting, in good faith and with due diligence.
12. It is appropriate in the circumstances and in the best interests of the Applicants and all stakeholders that the requested extension of the Stay Period be granted.
13. Such further and other grounds as counsel may request and this Honourable Court may accept.

Material or evidence to be used in Support of this Application:

14. Affidavit of Daryl Stepanic, sworn January 29, 2024;
15. Affidavit of Daryl Stepanic, sworn April 1, 2024;

16. Affidavit of Daryl Stepanic, sworn April 8, 2024;
17. The Third Report of the Monitor, dated April 3, 2024;
18. The Fourth Report of the Monitor, to be filed; and
19. Such further and other evidence or materials as counsel may advise and this Honourable Court may permit.

Applicable Rules:

20. The *Alberta Rules of Court*, Alta Reg. 124/2010.

Applicable Acts and Regulations:

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

Any Irregularity Complained of or Objection Relied On:

24. None.

How the Application is Proposed to be Heard or Considered:

25. By WebEx, before the Honourable Justice Burns at the Edmonton Law Courts, 1A Sir Winston Churchill Square NW, Edmonton, AB at 2:00 p.m. on March 6, 2024 or so soon thereafter as counsel may be heard.

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 give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court

and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

Schedule "A"

The above booking is Confirmed

File #(s) : 2401 01422

Style of Cause: GRIFFON PARTNERS OPERATION CORP. v. COMPANIES CREDITORS ARRANGEMENT ACT.

Date/Duration:

Apr 17, 2024 02:00 PM

Total: 60 Minute(s)

Booking Type/List: Commercial

Purpose of Hearing: Commercial Hearing

Counsel: Randal Steven Van de Mosselaer; Kyle David Kashuba; Karen Linda Fellowes; Matti Cornelia Carpentier Leonie Lemmens;

Special Requirements:

Requirements: Courtroom Required

Equipment: Video Conferencing

Notes: Stay extension or CCAA

Counsel: Please ensure that all relevant parties have received 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.**

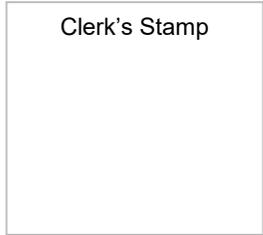
For more information relating to Webex protocols and procedures, please visit:

<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"

COURT FILE NUMBER 2401-01422
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 THE COMPROMISE OR
ARRANGEMENT OF GRIFFON PARTNERS OPERATION
CORPORATION, GRIFFON PARTNERS HOLDING
CORPORATION, GRIFFON PARTNERS CAPITAL
MANAGEMENT LTD., STELLION LIMITED, 2437801
ALBERTA LTD., 2437799 ALBERTA LTD., 2437815 ALBERTA
LTD., and SPICELO LIMITED

DOCUMENT **ORDER**

ADDRESS FOR **OSLER, HOSKIN & HARCOURT LLP**
SERVICE AND Barristers & Solicitors
CONTACT Brookfield Place, Suite 2700
INFORMATION OF 225 6 Ave SW
PARTY FILING THIS Calgary, AB T2P 1N2
DOCUMENT

Solicitors: Randal Van de Mosselaer / Julie Treleven
Telephone: (403) 260-7000 / 7048
Email: RVandemosselaer@osler.com / JTreleven@osler.com
File Number: 1246361

DATE ON WHICH ORDER WAS PRONOUNCED: April 17, 2024

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

JUSTICE WHO MADE THIS ORDER: The Honourable Justice Sidnell

UPON the application of Griffon Partners Holding Corporation, Griffon Partners Capital Management Ltd., Stellion Limited, 2437801 Alberta Ltd., 2437799 Alberta Ltd., and 2437815 Alberta Ltd. (collectively, the "**Applicants**"); **AND UPON** reading the Affidavit of Daryl Stepanic, sworn April 8, 2024; **AND UPON** reading the Third Report of Alvarez & Marsal Canada Inc. (the "**Monitor**"); **AND UPON** hearing from counsel for the Applicants, counsel for the Monitor, and any other interested party; **AND UPON** being satisfied that the Applicants have acted and continue to act in good faith and with due diligence and that circumstances exist that make this Order appropriate;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of this application is hereby abridged and deemed good and sufficient and this application is properly returnable today, and no other person other than those persons served is entitled to service of this application.

EXTENSION OF THE STAY PERIOD

2. The Stay Period, as defined in paragraph 14 of the Amended and Restated Initial Order granted in these proceedings by the Honourable Justice B. Johnston on February 7, 2024 (the “**ARIO**”) is hereby extended up to and including May 17, 2024.

ENHANCED MONITOR POWERS

3. Notwithstanding any other provision of the ARIO, in addition to other rights and obligations of the Monitor under the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended, 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) to take possession of and exercise control over all of Applicants’ present and after-acquired assets, property and undertakings (the “**Applicants’ Property**”), and any and all proceeds, receipts and disbursements arising out of or from the property, which shall include the Monitor’s ability to abandon, dispose of, or otherwise release any interest in any of Applicants’ real or personal property, or any right in any immovable;
 - (b) to receive, preserve and protect the Applicants’ Property, or any part or parts thereof;
 - (c) to manage, operate and carry on the business of 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, or cease to perform any contracts of Applicants;

- (d) to 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 ARIO;
- (e) to 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) to 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) to settle, extend or compromise any indebtedness owing to or by the Applicants;
- (h) to 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 ARIO;
- (i) to undertake environmental or workers' health and safety assessments of the property and operations of the Applicants;
- (j) to 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 Monitor's 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 ARIO shall authorize the Monitor to defend or settle the action in which the ARIO was made unless otherwise directed by this Court;

- (k) to 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) to 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, either:
 - (i) with the written prior approval of the Applicants, Trafigura Canada Limited, Signal Alpha C4 Limited, and Tamarack Valley Energy Ltd.; or
 - (ii) in accordance with the terms of any sale process which may be granted by this Court on subsequent application by the Monitor; or
 - (iii) with the approval of this Court on application by the Monitor,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) to 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) to 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) to 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) to 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) to assign any of the Applicants into bankruptcy, to become the trustee in bankruptcy of any of the Applicants and to take all steps reasonable required to carry out its role as licensed insolvency trustee in bankruptcy of any of the Applicants should the Monitor deem that it is appropriate in the circumstances to do so;
- (r) to 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) to exercise any shareholder, partnership, joint venture or other rights which the Applicants may have; and
- (t) to 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 Applicant's 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 Amended and Restated Initial Order, 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 even of a conflict, the terms of this Order and those of the Amended and Restated Initial Order or any other Order of this Court, the provisions of this Order shall govern.

MISCELLANEOUS

12. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.