



901953

COURT FILE NUMBER	2001 - 09142	
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	\$50.00
JUDICIAL CENTRE	CALGARY	Justice Campbell
APPLICANTS	GURPREET LAIL-DHALIWAL AND JASPREET LAIL	COM
RESPONDENTS	MURAD TEJPAR AND MAHMOOD TEJPAR	Oct 13, 2021
DOCUMENT	APPLICATION (APPOINTMENT OF A REFEREE)	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF THE PARTY FILING THIS DOCUMENT	BENNETT JONES LLP Barristers and Solicitors 4500 Bankers Hall East 855 – 2 Street SW Calgary, AB T2P 4K7 Attention: Justin R. Lambert / Michael Selnes Telephone No.: (403) 298-3046 / 3311 Fax No.: (403) 265-7219 Client File No.: 90471.1	

NOTICE TO THE RESPONDENTS

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

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

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

Date:	Wednesday, October 13, 2021
Time:	10:00 am to 12:00 pm
Where:	Calgary Courts Centre
Before Whom:	Before the Honourable Justice G. A. Campbell on the Commercial List

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

Remedy claimed or sought:

1. An Order:

- (a) deeming service of this application good and sufficient and declaring that there is no other party with an interest in the subject matter of this application to whom notice should have been provided;
- (b) permitting evidence taken in Court of Queen's Bench Action No. 2101-01984 and Action No. 2003-13227 to be used in this Action;
- (c) appointing Alvarez & Marsal Canada Inc. ("**A&M**") as Referee in respect of 1178929 Alberta Ltd. ("**117**") to determine the validity of the Outstanding Claims (as defined below), the amount of the Saskatchewan receivable (as defined below) and the distribution of the Sales Proceeds (as defined below) payable to the creditors of 117 by way of an order in substantially the form of Order attached hereto as Schedule "A";
- (d) awarding costs of this application to the Applicants, payable from the Sales Proceeds (as defined below); and
- (e) granting such further and other relief, advice and directions as counsel may advise and this Honourable Court may deem just and appropriate.

Grounds for making this application:

The Sales Proceeds

- 2. 117 is an Alberta corporation. 117's assets included two pieces of land, referred to as Morgan's Rise and the 20 Acres in the Affidavits sworn by Murad Tejpar in this Action (collectively, the "**Lands**").
- 3. Morgan's Rise was sold in December 2020, and the 20 Acres were sold in April 2021. After payment of associated bank debt and sale expenses, a total of \$507,791.78 was realized from the sales of the Lands (the "**Sales Proceeds**"). The Sales Proceeds are held in trust at Cameron Horne LLP.

4. The Sales Proceeds and a receivable from 101103086 Saskatchewan Ltd. (the "**Saskatchewan Receivable**") represent the only assets of 117.

The Outstanding Claims

5. There are substantial outstanding claims against 117 from various purported creditors (collectively, the "**Outstanding Claims**"). These include claims related to shareholder loans and claims related to purported third party loans advanced to 117 by various third party creditors. The only assets existing to satisfy those Outstanding Claims are the Sales Proceeds and the Saskatchewan Receivable.
6. It is currently estimated that the Outstanding Claims alleged by creditors of 117 are over two times greater than the Sales Proceeds available to distribute to those creditors and the Saskatchewan Receivable.
7. To date, the relevant stakeholders have not reached an agreement as to which of the Outstanding Claims are valid, or the actual amounts remaining due and owing from 117 to any given party.
8. 117 has not maintained proper books and records.
9. Bookkeepers appear to have maintained general ledgers on behalf of 117 from time to time, although it is currently unclear if proper instructions or information were given to those bookkeepers.
10. 117 has occasionally had financial statements prepared on a notice to reader basis. The last time 117 prepared notice to reader or any year-end financial statements was in 2018. The Applicants refused to approve the 2018 financial statements of 117 because of concerns about their accuracy.
11. 117 has not had any financial statements prepared which required an independent accountant to conduct any assurance work to check the accuracy of the general ledger.

12. The Applicants do not trust the accuracy of the general ledger entries existing and are concerned that certain individuals were motivated to increase the appearance of shareholder loans owing to those parties and to decrease the appearance of shareholder loans owed to other parties.
13. Despite repeated requests by the Applicants for supporting documentation from other interested parties to prove their Outstanding Claims, such information has not been provided.
14. As far as the Applicants are aware, the extent of the monetary advances made by the Third Party Investors (as described in the Affidavit of Gurpreet Lail-Dhaliwal sworn on July 28, 2021) to 117, and the terms on which any advances were made, are unclear. There written record is scant. The documentary evidence that exists is limited and partly contradictory.

The Third Party Investor Claims

15. As far as the Applicants are aware, to date, the Third Party Investors have not advanced sufficient documentary evidence to support the amounts that they claim to be owed.
16. The Applicants are unaware of whether certain monies claimed owing to the Third Party Investors were in fact loans from the Third Party Investors or whether they were related to some other form of transaction.
17. The Applicants have reviewed the bank account statements of 117, and have not been able to reconcile what amounts were deposited into 117's accounts from the Third Party Investors.
18. There is serious uncertainty and doubt as to what amounts the Third Party Investors may have advanced and, if any funds were advanced, under what premise and to whom those funds were advanced.

The Use of Evidence from Related Proceedings in this Action

19. In a related action, Action No. 2003-13227, Servus Credit Union Ltd. ("**Servus**") brought foreclosure proceedings in respect of the Lands. The Applicants were able to list the

Lands for sale and enter into purchase and sale agreements in respect of the Lands before a redemption order could be obtained by Servus.

20. However, upon the Applicants entering into the purchase and sale agreement for the 20 Acres, Salim Lalani, one of the Third Party Investors, and Noorani Investments Inc., a company affiliated with the Third Party Investor Nooruddin Noorani, each filed caveats against title to the 20 Acres, alleging that 117 had granted each of them equitable mortgages against the 20 Acres (the "**Caveats**"). The Caveats would prevent a clear title transfer of the property and thereby prevent the sale of the 20 Acres from being completed.
21. 117 brought an Originating Application by way of another related action, Action No. 2101-01984, to discharge the Caveats, so that foreclosure could be avoided, a sale of the 20 Acres could be completed, and the Sales Proceeds could be held in trust pending resolution of the validity and quantum of each party's claims against the Sales Proceeds. An order to that effect was granted. The Sales Proceeds are accordingly being held in trust at Cameron Horne LLP.
22. The parties swore and filed affidavit evidence in Action No. 2003-13227 and Action No. 2101-01984 that is relevant and material to the issues in this Action, including in respect of the alleged advances by the Third Party Investors, and the validity and quantum of each party's claims against the Sales Proceeds.

The Referee

23. The parties require an efficient and cost-effective way to determine the validity of each party's claims against the Sales Proceeds and the Saskatchewan Receivable, the quantum of such claims, and how to distribute the Sales Proceeds among the various parties in light of those issues. In the absence of such a process, the only way to resolve these issues would be an inefficient and costly trial, the cost of which may exceed value of the Saskatchewan Receivable and the Sales Proceeds currently held in trust.
24. The proposed referee A&M has extensive experience administering claims processes in insolvency proceedings, including receiverships and proceedings commenced under the *Bankruptcy and Insolvency Act* and the *Companies Creditors Arrangement Act*.

25. A&M is well positioned to efficiently and effectively run a claims process in this proceeding to evaluate the efficacy of each claim, and to determine what purported claims are valid and the entitlement for distribution from the Sales Proceeds and the Saskatchewan Receivable, if any, to satisfy those claims.
26. A&M is independent from any of the relevant stakeholders and is experienced acting as a Court Officer adjudicating disputed financial issues amongst parties.
27. Appointing A&M to complete this process will free up valuable judicial resources and will ensure the most cost efficient and expedited way to determine the claims.
28. A&M has consented to act as Referee.

Proposed Powers of the Referee

29. The proposed powers of the Referee are outlined in the Order attached hereto as Schedule "A", and include, without limitation:
 - (a) The power to run a claims process to be designed and executed by the Referee;
 - (b) The power to take into inspect, and if necessary, take into possession the records of 117 and any creditors advancing claims against the Sales Proceeds and the Saskatchewan Receivable;
 - (c) The power to inspect, examine or take a view of property;
 - (d) The power to conduct an accounting or verify accounts;
 - (e) The power to make any determination required to verify a claim and to determine the distribution, if any, of a creditors proportionate share of the Sales Proceeds and the Saskatchewan Receivable; and
 - (f) The power to do anything else required to answer a question or respond to a matter in accordance with the reference or order of this Court.

Payment of the Referee

30. The Applicants propose that the Referee be granted a first priority charge over the Sales Proceeds, and that the Referee's reasonable fees, together with the reasonable fees of any counsel it hires, shall be paid from the Sales Proceeds, subject to the oversight of this Court.

Referee's Report to this Court

31. The Referee shall, upon completion of its claim process and upon making all determinations required of it under the Order, make a report to the Court on its determination as to the proper proven creditors of 117 and the distributions payable to those proven creditors.
32. After the Referee's Report has been served, any party may apply to the Court for an order:
- (a) Adopting the referee's report in whole or in part;
 - (b) Varying the report;
 - (c) Requiring an explanation from the Referee;
 - (d) Remitting the whole or part of the question or matter referred to the referee for further consideration by the referee or any other referee; deciding the question or matter referred to the referee on the evidence taken before the referee either with or without additional evidence.
33. Such further and other grounds as counsel may advise and this Honourable Court may permit.

Material or evidence to be relied on:

34. The pleadings and proceedings filed in this Action, including but not limited to the Affidavit of Gurpreet Lail-Dhaliwal, sworn July 28, 2021.
35. The affidavit evidence filed in Action No. 2101-01984 and Action No. 2003-13227.

36. The Consent to Act as Referee executed by A&M.
37. Such further and other material and evidence as counsel may advise and this Honourable Court may permit.

Applicable rules:

38. Rule 6.11, 6.44-6.46, 10.29-10.33 of the *Alberta Rules of Court*.
39. Such further and other rules as counsel may advise and this Honourable Court may permit.

Applicable Acts and regulations:

40. The *Business Corporations Act*, RSA. 2000, c. B-9, as amended, and particularly section 218 thereof; and
41. 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:

42. None.

How the application is proposed to be heard or considered:

43. Oral submissions by counsel at an application in Commercial List Chambers, pursuant to Rule 6.9(1)(a) or 6.10(1) of the *Rules of Court*.

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 applicants 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

CLERK'S STAMP

COURT FILE NUMBER	2001 - 09142
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANTS	GURPREET LAIL-DHALIWAL AND JASPREET LAIL
RESPONDENTS	MURAD TEJPAN AND MAHMOOD TEJPAN

DOCUMENT **REFEREE ORDER**

CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT: [BENNETT JONES LLP
Barristers and Solicitors
4500 Bankers Hall East
855 – 2 Street SW
Calgary, AB T2P 4K7

Attention: Justin R. Lambert / Michael W. Selnes
Telephone No.: (403) 298-3046 / 403-298-3311
Fax No.: (403) 265-7219
Client File No.: 90471.1

**DATE ON WHICH ORDER WAS
PRONOUNCED:**

**NAME OF JUSTICE WHO MADE
THIS ORDER**

LOCATION OF HEARING: CALGARY

UPON the application of Gurpreet Lail-Dhaliwal in respect of 1178929 Alberta Ltd. (the "Debtor"); **AND UPON** having read the Application, the Affidavit of Gurpreet Lail-Dhaliwal; and the Affidavit of Service of ●, filed; **AND UPON** reading the consent of **Alvarez and Marsal Canada Inc.** to act as Referee to the Debtor (the "**Referee**"), appointed pursuant to section 218(c) of the *Alberta Business Corporations Act*, RSA 2000 B-9 (the "**ABCA**") and

Rules 6.44 to 6.46 of the *Alberta Rules of Court*, Alta Reg 124/2010 (the "**Rules**") of the Debtor, filed; **AND UPON** noting the consent endorsed hereon of ●; **AND UPON** hearing counsel for the Applicants, counsel for the proposed Referee and any other counsel or other interested parties present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

SERVICE

1. The time for service of the notice of application for this order (the "**Order**") is hereby abridged and deemed good and sufficient and this application is properly returnable today.

APPOINTMENT

2. Pursuant to section 218(c) of the *ABCA* and Rules 6.44-6.46 of the *Rules*, Alvarez and Marsal Canada Inc. is hereby appointed Referee, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**").

REFEREE'S POWERS

3. The Referee is hereby empowered and authorized, but not obligated, to act at once in respect of the Property, to review the debts of the Debtor and determine the distribution of the Property to any proven creditors of the Debtor and, without in any way limiting the generality of the foregoing, the Referee is hereby expressly empowered and authorized to do any of the following where the Referee considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property
 - (b) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Referee's powers and duties, including without limitation those conferred by this Order;

- (c) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (d) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (e) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Referee's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (f) 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 Debtor, the Property or the Referee, 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 this Order shall authorize the Referee to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (g) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (h) to report to, meet with and discuss with such affected Persons (as defined below) as the Referee deems appropriate all matters relating to the Property and this appointment, and to share information, subject to such terms as to confidentiality as the Referee deems advisable;
- (i) to run a claims process to be designed and executed by the Referee;
- (j) to inspect and verify records of the Debtor;
- (k) to inspect, examine or take a view of the Property ;
- (l) to conduct an accounting or verify accounts of the Debtor;

- (m) to make any determination required to verify a claim and to determine the distribution, if any, of a creditors proportionate share of the Property;
- (n) to do anything else required to answer a question or respond to a matter in accordance with this Order; and
- (o) 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 Referee 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 Debtor, and without interference from any other Person (as defined below).

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE REFEREE

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Referee of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Referee, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Referee upon the Referee's request.
5. All Persons shall forthwith advise the Referee of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Referee or permit the Referee to make, retain and take away copies thereof and grant to the Referee unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph [6] of this Order shall require the delivery of Records, or the granting of access to Records, which may not be

disclosed or provided to the Referee due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Referee for the purpose of allowing the Referee to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Referee in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Referee. Further, for the purposes of this paragraph, all Persons shall provide the Referee with all such assistance in gaining immediate access to the information in the Records as the Referee may in its discretion require including providing the Referee with instructions on the use of any computer or other system and providing the Referee with any and all access codes, account names, and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE REFEREE

7. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Referee except with the written consent of the Referee or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Referee or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay

provided by this paragraph; and (ii) affect a Regulatory Body's investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

NO EXERCISE OF RIGHTS OF REMEDIES

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtor or the Referee or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided, however, that nothing in this Order shall:
 - (a) empower the Debtor to carry on any business that the Debtor is not lawfully entitled to carry on;
 - (b) prevent the filing of any registration to preserve or perfect a security interest;
 - (c) prevent the registration of a claim for lien; or
 - (d) exempt the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment.
10. Nothing in this Order shall prevent any party from taking an action against the Debtor where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Referee at the first available opportunity.

NO INTERFERENCE WITH THE REFEREE

11. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, except with the written consent of the Debtor and the Referee, or leave of this Court.

REFEREE TO HOLD FUNDS

12. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Referee from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Referee (the "**Post Refereeship Accounts**") and the monies standing to the credit of such Post Refereeship Accounts from time to time, net of any disbursements provided for herein, shall be held by the Referee to be paid in accordance with the terms of this Order or any further order of this Court
13. Cameron Hone LLP is directed to remit to the Referee all sales proceeds from property previously owned by the Debtor that it currently holds in trust, which the Referee shall deposit into the Post Refereeship Accounts.

LIMITATION ON ENVIRONMENTAL LIABILITIES

14. (a) Notwithstanding anything in any federal or provincial law, the Referee is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
 - (i) before the Referee's appointment; or
 - (ii) after the Referee's appointment unless it is established that the condition arose or the damage occurred as a result of the Referee's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Referee from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Referee to remedy any environmental condition or environmental damage affecting the Property, the Referee is not personally liable for failure to comply

with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,

- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Referee, if the order is in effect when the Referee is appointed, or during the period of the stay referred to in clause (ii) below, the Referee:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Referee, if the order is in effect when the Referee is appointed, by,
 - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Referee to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Referee had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE REFEREE'S LIABILITY

- 15. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Referee shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property.

Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Referee under any applicable law.

REFEREE'S ACCOUNTS

16. The Referee and counsel to the Referee shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Referee and counsel to the Referee shall be entitled to the benefits of and are hereby granted a charge (the "**Referee's Charge**") on the Property, which charge shall not exceed an aggregate amount of **\$150,000**, as security for their professional fees and disbursements incurred at the normal rates and charges of the Referee and such counsel, both before and after the making of this Order in respect of these proceedings, and the Referee's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person.
17. The Referee and its legal counsel shall pass their accounts from time to time.
18. Prior to the passing of its accounts, the Referee shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Referee or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

ALLOCATION

19. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Referee's Charge amongst the various assets comprising the Property.

GENERAL

20. The Referee may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
21. Notwithstanding Rule 6.11 of the *Rules*, unless otherwise ordered by this Court, the Referee will report to the Court from time to time, which reporting is not required to be in

affidavit form and shall be considered by this Court as evidence. The Referee's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.

22. Upon completion of its investigation, the Referee will complete a final report pursuant to section 6.46 of the *Rules*.
23. Nothing in this Order shall prevent the Referee from acting as a trustee in bankruptcy or as a Receiver of the Debtor.
24. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give effect to this Order and to assist the Referee and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Referee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Referee in any foreign proceeding, or to assist the Referee and its agents in carrying out the terms of this Order.
25. The Referee is at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Referee is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
26. The Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Referee from the Debtor's estate with such priority and at such time as this Court may determine.
27. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Referee and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FILING

28. This Order is issued and shall be filed in Court of Queen's Bench Action No. 2001-09142. All further proceedings shall be taken in both actions unless otherwise ordered.
29. The E-Service Guide of the Alberta Court of Queen's Bench Commercial List (the "**Guide**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide shall be valid and effective service. Subject to *Rules* 11.25 and 11.26, this Order shall constitute an order for substituted service pursuant to *Rule* 11.28. Subject to paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission.
30. Service of this Order shall be deemed good and sufficient by:
- (a) serving the same on:
 - (i) the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;
 - (ii) any other person served with notice of the application for this Order; and
 - (iii) any other parties attending or represented at the application for this Order;
 - (b) and service on any other person is hereby dispensed with.
31. 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.

Justice of the Court of Queen's Bench of Alberta