

Supreme Court of Nova Scotia

**Application by Victory Farms Incorporated and Jonathan Mullen Mink Ranch Limited (the "Applicants") for relief under the *Companies' Creditors Arrangement Act***

**DISCHARGE ORDER**

**BEFORE THE HONOURABLE JUSTICE GLEN MCDOUGALL, IN CHAMBERS:**

**UPON MOTION** made by Deloitte Restructuring Inc., in its capacity as the Monitor (the "**Monitor**") of Victory Farms Inc. and Jonathan Mullen Mink Ranch Limited (collectively, the "**Applicants**") for an Order:

- (a) validating service of this Notice of Motion and the supporting Tenth Report of the Monitor;
- (b) approving the Reports, activities and conduct of the Monitor to date,
- (c) approving the accounts of the Monitor and the Monitor's counsel;
- (d) discharging Deloitte Restructuring Inc. as the Monitor of the Applicants; and
- (e) providing such further and other relief as counsel may seek and this Honourable Court deems just and equitable.

**UPON READING** the Monitor's Tenth Report, the Affidavit of Ben Durnford and other materials on file herein;

**AND UPON HEARING** the submissions of Ben Durnford, counsel for the Monitor, and such other counsel who appeared and were heard:

**NOW UPON MOTION:**

**IT IS HEREBY ORDERED AND DIRECTED THAT:**

**Service**

1. The timing and method of service of the Notice of Motion, the supporting Affidavit, and the Monitor's Tenth Report are hereby validated, such that this Motion is properly returnable today and further service hereof is hereby dispensed with;

### **Approval of Reports, Conduct and Activities**

2. The Reports filed by the Monitor, together with the conduct and activities of the Monitor as described therein, be and are hereby approved.

### **Approval of Fees and Disbursements**

3. The fees and disbursements of the Monitor for the period from August 31, 2016 to November 15, 2017 inclusive, as set out in the Tenth Report, be and are hereby approved.

4. The fees and disbursements of the Monitor's counsel, McInnes Cooper, for the period from August 31, 2016 to November 15, 2017 inclusive, as set out in the Tenth Report and the Affidavit of Ben Durnford, be and are hereby approved.

5. The estimated fees and disbursements of the Monitor and Monitor's counsel to complete their remaining duties and the administration of these CCAA Proceedings, as set out in the Tenth Report and the Affidavit of Ben Durnford, be and are hereby approved.

### **Discharge of the Monitor**

6. Deloitte Restructuring Inc. is hereby discharged as Monitor of the Applicants and shall have no further duties as Monitor, save and except as may be set forth in the Tenth Report and/or within this Order. The discharge of Deloitte Restructuring Inc. shall become effective immediately upon the filing with the Court of a certificate (the "**Discharge Certificate**") which certifies that:

- (a) fees and disbursements of the Monitor and Monitor's counsel have been paid in full; and
- (b) any and all matters that may be incidental to the termination of these CCAA proceedings or any other matters necessary to complete these CCAA proceedings have been completed.

7. The Monitor has satisfied all of its obligations pursuant to the CCAA and these CCAA proceedings, and shall have no further obligations, liabilities, responsibilities or duties as Monitor, save and except as are set out within the Tenth Report and within this Order, including but not limited to the filing of the Discharge Certificate.

8. Notwithstanding the foregoing, the Monitor shall have the authority from and after the date of this Order to complete any matters that may be incidental to the termination of these CCAA proceedings, or any other matters necessary to complete these CCAA proceedings, including but not limited to any matters described within the Tenth Report.

9. In addition to the rights and protections afforded the Monitor under the CCAA, and the Initial Order issued in these CCAA proceedings, the Monitor shall not be liable for any act or omission on the part of the Monitor, or any reliance thereon, including without limitation, with respect to any information disclosed, act or omission pertaining to the discharge of duties or obligations in the CCAA proceedings, and/or this Order, or as requested by the Applicants, save and except for any claim or liability arising out of any negligence or misconduct on the part of the Monitor.

10. No action or other proceeding shall be commenced against the Monitor in any way arising from or related to its capacity, actions or conduct as Monitor except with prior leave of this Court and on prior written notice to the Monitor.

11. Notwithstanding any provision of this Order, nothing contained in this Order shall affect, vary, derogate from or amend any of the protections in favour of the Monitor arising at law or pursuant to the Initial Order or any other Order issued in these CCAA proceedings.

#### **Termination of CCAA Proceedings**

12. The Administration Charge created pursuant to the Initial Order shall be and is hereby terminated, discharged and vacated in its entirety upon the Monitor's filing with this Court of the Discharge Certificate.

13. These CCAA proceedings shall be and are hereby terminated upon the Monitor's filing with this Court of the Discharge Certificate.

14. This Order and all of its provisions are effective as of 12:01 a.m. local time on the date of this Order.

**DATED** at Halifax, Nova Scotia, this \_\_\_\_ day of November, 2017.

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Deputy Prothonotary