

2019

No. 484742

Supreme Court of Nova Scotia

Application by Quadriga Fintech Solutions Corp., Whiteside Capital Corporation and 0984750 B.C. Ltd. (dba Quadriga CX and Quadriga Coin Exchange), (the "**Applicants**") for relief under the *Companies' Creditors Arrangement Act*

Initial Order

Before the Honourable Justice Michael J. Wood in chambers:

The Applicants propose to make a compromise or arrangement under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 as amended (the "**CCAA**") and they have applied for an initial order and, now or in the future, other relief under the CCAA as may be sought on notice of motion.

This motion is being brought without notice to any other party except for Jennifer Henderson, a secured creditor due to the urgent nature of the matter as argued by the Applicants.

The following parties, represented by the following counsel, made submissions:

<u>Party</u>	<u>Counsel</u>
Applicants	Maurice P. Chiasson, Q.C. and Sara L. Scott, Stewart McKelvey
Proposed Monitor Ernst & Young Inc.	Elizabeth Pillon and Lee Nicholson, Stikeman Elliott LLP

Court Administration

FEB 05 2019

Halifax, N.S. 

On motion of the Applicant the following is ordered and declared:

**Service**

1. Further service of this application is hereby dispensed with so that the motion is properly returnable today.

**Application**

2. The Applicants are affiliated debtor companies for purposes of the CCAA and are companies to which the CCAA applies.

**Plan of Arrangement**

3. The Applicants, in consultation with the Monitor, shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (the "**Plan**").

**Possession of Property and Operations**

4. The Applicants shall remain in possession and control of their current and future assets, undertakings, and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further order of this Court, the

Applicants shall continue to carry on business in a manner consistent with the preservation of their respective businesses (the "**Business**") and Property. The Applicants shall be authorized and empowered to continue to retain and employ consultants, agents, experts, accountants, counsel, and such other persons (collectively "**Assistants**") and the employees and contractors currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. The Applicants may pay the following expenses whether incurred prior to or after this Order:

- (a) all current and future fees, wages, salaries, employee and pension benefits, vacation pay, and expenses payable to employees, independent contractors and consultants who continue to provide service on or after the date of this Order ("**Active Employees**"), in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
- (b) all current and future employee health, dental, life insurance, short and long term disability and related benefits (collectively, the "**Group Benefits**") payable on or after the date of this Order to Active Employees, in each case incurred in the ordinary course of business and consistent with existing policies and arrangements or such amended policies and arrangements as are necessary or desirable to deliver the existing Group Benefits;
- (c) with prior written approval of the Monitor, the fees and disbursements for any Assistants (except for those contractors providing services to the Applicants in the ordinary course of business) retained or employed by the Applicants in respect of these proceedings, at their reasonable standard rates and charges.

6. Except as otherwise provided to the contrary herein, the Applicants may pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance including directors and officers insurance, maintenance, and security services and forensic or other investigations or audits; and
- (b) payment for goods or services actually supplied to the Applicants following the date of this Order.

7. The Applicants shall remit or pay, in accordance with legal requirements or on terms as may be agreed to between the Applicants and the applicable authority:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of:
  - (i) employment insurance,
  - (ii) Canada Pension Plan,

- (iii) Quebec Pension Plan, and
- (iv) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
- (c) any amount payable to the Crown in right of Canada or of any Province or any regulatory or administrative body or any other authority, in all cases in respect of municipal realty, municipal business, or other taxes, assessments or levies of any nature or kind which are:
  - (i) entitled at law to be paid in priority to claims of secured creditors;
  - (ii) attributable to or in respect of the ongoing Business carried on by the Applicants; and
  - (iii) payable in respect of the period commencing on or after the date of this Order.

8. Until such time as the Applicants disclaim a real property lease in accordance with the CCAA, the Applicants shall pay all amounts constituting rent or payable as rent under real property leases, including, for greater certainty, common area maintenance charges, utilities and realty taxes, and any other amounts payable to the landlord under the lease, or as otherwise may be negotiated between the Applicants and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, in accordance with existing lease agreements. On the date of the first of such payments, any arrears relating to the period commencing from and including the date of this Order shall also be paid.

9. Except as specifically permitted herein or by further order of this Court, the Applicants are hereby directed, until further order of this Court:

- (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their respective creditors as of this date without prior written consent of the Monitor;
- (b) to not dispose of any of their cryptocurrency assets;
- (c) to grant no security interests, trusts, liens, charges, or encumbrances upon or in respect of any of their respective Property; and
- (d) to not grant credit or incur liabilities except in the ordinary course of the Business or with the prior written approval of the Monitor.

### **Restructuring**

10. The Applicants shall, subject to such requirements as are imposed by the Monitor and under any agreements for debtor in possession financing which may be granted, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of their respective businesses or operations,
- (b) terminate the employment of such of their respective employees or temporarily lay off such of their employees as they deem appropriate and, as applicable, in accordance with the terms of any collective agreement;
- (c) terminate the engagement of any contractors or temporarily suspend the services provided by any contractor as they deem appropriate; and
- (d) pursue all avenues of refinancing of the Business or Property, in whole or part, subject to prior approval of this Court being obtained before any refinancing.

#### **No Proceedings Against the Applicants or the Property**

11. Until and including the 7th day of March, 2019, or such later date as this Court may order (the "**Stay Period**"), no claim, grievance, application, action, suit, right or remedy, or proceeding or enforcement process in any court, tribunal, or arbitration association (each, a "**Proceeding**") shall be commenced, continued, or enforced against or in respect of any of the Applicants or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court.

12. During the Stay Period, no Proceeding shall be commenced, continued, or enforced against or in respect of:

- (a) the following bank accounts (the "**Bank Accounts**") maintained by 700964 N.B. Inc. which constitute, in part, property of the Applicants:
  - (i) Account number 5213360 5234 with The Toronto-Dominion Bank of Canada (Branch Address – 184 Hampton Road, Quispamsis, New Brunswick E2E 4Z4); and
  - (ii) Account number 7002815 with Canadian Imperial Bank of Commerce (Branch Address – 83c Hampton Rd, Rothesay, New Brunswick E2E 2K3),
- (b) any cash, bank drafts or similar financial instruments held for the benefit of the Applicants (the "**Bank Drafts**") in the possession of:
  - (i) Finconnect,
  - (ii) Black Banx Inc. (formerly known as WB21),
  - (iii) POSConnect Inc.,
  - (iv) 1009926 B.C. Ltd.,
  - (v) VoPay International Inc.,
  - (vi) Billerfy Labs Inc.,

- (vii) Costodian Inc. (the parties listed in (i) – (vii) collectively described as the **"Third Party Payment Providers"**), or
- (viii) Stewart McKelvey,

except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of, or affecting the, Bank Accounts or the Bank Drafts are hereby stayed and suspended pending further order of this Court. The funds belonging to the Applicants maintained in the Bank Accounts or represented by the Bank Drafts shall be included within the term Property.

### **No Exercise of Rights or Remedies**

13. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being **"Persons"** and each being a **"Person"**) against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall:

- (a) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on;
- (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA;
- (c) exempt the Applicants from compliance with statutory or regulatory provisions relating to health, safety, or the environment;
- (d) prevent the filing of any registration to preserve or perfect a security interest; or
- (e) prevent the registration of a claim for lien and the related filing of an action to preserve the right of a lien holder, provided that the Applicants shall not be required to file a defence during the Stay Period.

### **No Interference with Rights**

14. During the Stay Period, no Person shall 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 Applicants, including but not limited to renewal rights in respect of existing insurance policies on the same terms, except with the written consent of the Applicants and the Monitor, or leave of this Court.

### **Continuation of Services**

15. During the Stay Period, all Persons having oral or written agreements with the Applicants or statutory or regulatory mandates for the supply of goods or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility, or other services to the Business or the Applicants, are hereby restrained until further order of this Court from discontinuing, altering, interfering with, or terminating the supply of such goods or services as may be required by the Applicants, and the Applicants shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses, and domain

names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicants in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

### **Non-Derogation of Rights**

16. Notwithstanding anything else contained herein, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property, or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants.

### **Proceedings Against Directors and Officers**

17. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current, or future directors or officers of any of the Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court, these proceedings are dismissed by final order of this Court, or with leave of this Court.

### **Appointment of Monitor**

18. Ernst & Young Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Business and financial affairs of the Applicants, the Property, and the Applicants' conduct of the Business with the powers and obligations set out in the CCAA or set forth herein and the Applicants and their respective shareholders, officers, directors, employees and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, cooperate fully with the Monitor in the exercise of its powers and discharge of its obligations, and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

19. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicants' receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, the activities of the Applicants, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Applicants in their preparation of the Applicants' cash flow statements;
- (d) advise the Applicants in their development of the Plan and any amendments to the Plan, and, to the extent deemed appropriate by the Monitor, assist in their negotiations with creditors, customers, vendors, and other interested Persons;

- (e) assist the Applicants, to the extent deemed appropriate by the Monitor, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (f) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents and to the Business of the Applicants, to the extent that is necessary to adequately assess the Applicants' Business and financial affairs or to perform its duties arising under this Order;
- (g) be at liberty to engage independent legal counsel, consultants, agents, experts or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order, including any affiliate of, or person related to the Monitor;
- (h) develop a claims process to ascertain the quantum of the claims of all creditors; and
- (i) be at liberty to perform such other duties as are required by this Order or by this Court from time to time.

20. Except as set out in paragraph 22 or in paragraph 25, the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

21. The Applicants shall cease to use the cash management system currently in place through the use of Third Party Payment Providers as described in the initial affidavit of Jennifer Henderson.

22. Notwithstanding paragraph 20, the Monitor is authorized and directed to maintain a trust account (the "**Disbursement Account**") for the purpose of assisting with the post filing cash management services for the Applicant 0984750 B.C. Ltd. (the "**Cash Management Services**") as may reasonably be required by the Applicants in relation to the disbursements for costs and expenses incurred by the Applicants following the date of this Order to preserve the Property and/or fund these proceedings, and shall be, in its capacity as provider of the Cash Management Services, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management Services. The Cash Management Services provided by the Monitor shall not include collecting any standard operating trade receipts or making any disbursements in respect of the trading platform operated by the Applicants if restarted at any time during these proceedings.

23. The Monitor shall disburse the funds in the Disbursement Account at the direction of the Applicants provided that such disbursements are consistent with this Order and the CCAA as determined by the Monitor or this Court.

24. Notwithstanding any other provision of this Order and without in any way limiting the protections for the Monitor set forth in this Order and the CCAA, the Monitor shall have no obligation to make any payment from the Disbursement Account held on behalf of the Applicants unless the Monitor is holding sufficient funds in the Disbursement Account, adequate to effect any such payment.

25. Notwithstanding paragraph 20, the Monitor, is authorized and directed to maintain a cryptocurrency wallet (the "**Wallet**") for the purpose of maintaining any cryptocurrency found as at the filing date or discovered thereafter relating to the Applicants, for the purpose of preserving the Property. The Wallet and any cryptocurrency held therein shall be maintained by the Monitor pending further order of this Court.

26. Nothing herein contained shall limit the protections afforded the Monitor at law including those protections set out in the CCAA.

27. As part of the provision of the Cash Management Services, the Monitor shall be empowered on behalf of the Applicants to take any and all steps, including seeking any necessary order from this Court, to take possession of the following Property of the Applicants:

- (a) the Bank Accounts belonging to the Applicants,
- (b) the proceeds held in any bank account maintained by or financial instrument issued in the name of, or standing to the credit of, any third payment providers, including the Third Party Payment Providers, held on behalf of the Applicants, including the Bank Drafts.

28. Any person in possession of any of the Property wherever situate, including any Third Party Payment Provider, shall forthwith advise the Applicants and the Monitor of the existence of the Property in such person's possession or control and shall grant immediate and continued access to the Property and information and documentation related thereto to the Applicants and the Monitor.

29. The Disbursement Account and the Wallet shall be included within the term Property.

30. The Monitor shall provide any creditor of the Applicants or a potential Debtor In Possession lender ("**DIP Lender**") with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor or a DIP Lender addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors or a DIP Lender unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

31. The Monitor, counsel to the Monitor, and all counsel to the Applicants shall be paid their reasonable fees and disbursements, in each case not to exceed their standard rates and charges, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicants on a weekly/monthly basis and, in addition, the Applicants are hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicants, retainers in the amounts of \$50,000, \$50,000, and \$100,000, respectively to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

32. The Monitor and its legal counsel shall pass their accounts from time to time before a judge of this court or a referee appointed by a judge.

#### **Administrative Charge**

33. The Monitor, the Monitor's counsel, and the Applicants' counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property,



which charge shall not exceed an aggregate amount of \$2,000,000, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 37 and 39.

### **Directors' Charge**

34. The Applicants shall indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's negligence or actionable misconduct.

35. The directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**" and together with the Administration Charge, the "**Charges**") on the Property, which charge shall not exceed an aggregate amount of \$100,000, as security for the indemnity provided in paragraph 34 of this Order. The Directors' Charge shall have the priority set out in paragraphs 37 and 39.

36. Notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 34 of this Order.

### **Charges**

37. Until further Order of this Court, the priorities of the Directors' Charge and the Administration Charge, as among them, with respect to the Property, shall be:

First – the Administration Charge; and

Second – the Directors' Charge.

38. The filing, registration or perfection of the Charges shall not be required and the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

39. The Charges shall constitute a charge on the Property and shall rank in priority to claims of any security interests in favour of any secured creditor of the Applicants, trusts, liens, charges, and encumbrances and claims, statutory or otherwise, in favour of any Person.

40. The Applicant and the beneficiaries of the Charges shall be entitled, upon giving notice to parties likely affected, to seek an order changing the amount of the Charges or providing that the Charges shall rank in priority to secured creditors not named in paragraph 39.

41. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any encumbrance over any Property that ranks in priority to, or *pari passu* with the beneficiaries of the Charges unless the Applicant also obtains the prior written consent of the beneficiaries of the Charges, or further order of this Court.

42. The Charges shall not be rendered invalid or unenforceable and the rights and remedies of the beneficiaries of the Charges shall not otherwise be limited or impaired in any way by:

- (a) the pendency of these proceedings and the declarations of insolvency made herein;
- (b) any application for a bankruptcy order issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "BIA"), or any bankruptcy order made pursuant to such applications;
- (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; or
- (d) any negative covenants, prohibitions, or other similar provisions with respect to borrowings, incurring debt or the creation of encumbrances, contained in any existing loan documents, lease, sublease, offer to lease, or other agreement (collectively, an "Agreement") which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:
  - (i) the creation of the Administration Charge shall not create or be deemed to constitute a breach by the Applicants of any Agreement to which any of the Applicants is a party;
  - (ii) none of the beneficiaries of the Charges shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Applicants seeking the creation of the Administration Charge; and
  - (iii) the payments made by the Applicants pursuant to this Order do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

#### Service and Notice

43. The Monitor shall:

- (a) without delay, publish in the Globe and Mail a notice containing the information prescribed under the CCAA,
- (b) within five days after the date of this Order,
  - (i) make this Order publicly available in the following manner:
    - (A) by posting a copy of the Order on the website of the Applicant, 0984750 – quadrigacx.com,
    - (B) by posting a copy of the Order on the Monitor's website – [www.ey.com/ca/quadriga](http://www.ey.com/ca/quadriga), and
    - (C) by posting a copy of the Order on [www.reddit.com/r/quadrigacx](http://www.reddit.com/r/quadrigacx).

- (ii) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicants of more than \$10,000, and
- (iii) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, all in accordance with section 23(1)(a) of the CCAA and the regulations made thereunder.

44. The Applicants and the Monitor may give notice of this Order, any other materials and orders in these proceedings, and any notices, and provide correspondence, by forwarding originals or true copies by prepaid ordinary mail, courier, personal delivery, or electronic transmission to the Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and any such notice by courier, personal delivery, or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

45. The Applicants and the Monitor, and any party who has filed a demand of notice may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsel's e-mail addresses as recorded on the service list from time to time, and the Monitor may post a copy of any or all such materials on its website at [www.ey.com/ca/quadriga](http://www.ey.com/ca/quadriga).

#### **General**

46. The Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder.

47. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, construction lien trustee, or a trustee in bankruptcy of the Applicants, the Business or the Property.

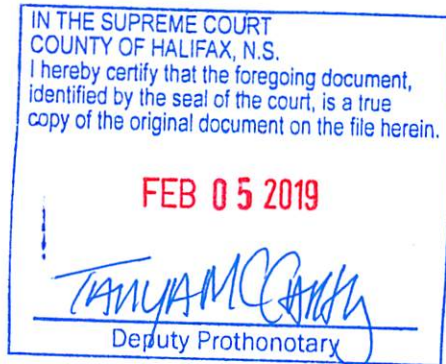
48. The aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction outside Nova Scotia, is requested to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

49. Each of the Applicants and the Monitor may apply to any court, tribunal, or regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and the Monitor may act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

50. Any interested party, including the Applicants and the Monitor, may apply to this Court to vary or amend this Order on such notice required under the *Civil Procedure Rules* or as this Court may order. In any event, any motion to extend the stay of proceedings or otherwise vary this Order shall be heard by this Court on March 5, 2019 at 11:00 a.m. Any party making a motion to be heard at such time, including the Applicants, shall file its notice of motion and other materials in support of the motion on or before February 25, 2019. The Monitor shall file its report in relation to such motion no later than March 1, 2019.

51. This Order and all of its provisions are effective as of 12:01 a.m. Atlantic Standard Time on the 5<sup>th</sup> day of February, 2019.

Issued: February 5, 2019.



*Tanya McCarthy*  
Prothonotary

**TANYA McCARTHY**  
Deputy Prothonotary