



No. S-248103
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c. 57

AND

IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
FELIX PAYMENT SYSTEMS LTD.

PETITIONER

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE)	
JUSTICE MASUHARA)	February 5, 2025
)	

THE APPLICATION of CA Mordy Legacy Trust, Jake Boxer and PEL Chartered Professional Accountants Inc. (together, the “**First Lien Lenders**”) coming on for hearing at Vancouver, British Columbia, on the 5th day of February, 2025; AND ON HEARING from Emma Newbery, counsel for the First Lien Lenders and those other counsel listed on **Schedule “A”** hereto; AND UPON READING the material filed, including Affidavit #1 of Andrew Cole made November 21, 2024, Affidavit #2 of Andrew Cole made December 3, 2024, Affidavit #1 of Douglas Mordy made December 19, 2024, the Affidavit #2 of Douglas Mordy Made January 28, 2025 (the “**Second Mordy Affidavit**”), the First Report of the Monitor, Alvarez & Marsal Canada Inc., (in its capacity as court-appointed monitor of Felix Payment Systems Ltd., the “**Monitor**”) dated December 5, 2024 and the Second Report of the Monitor dated January 30, 2025; AND PURSUANT TO the *Companies’ Creditors Arrangement Act*, R.S.C. 1985 c.0s-36 as amended, the British Columbia Supreme Court Civil Rules, BC Reg 168/2009, the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS, DECLARES, AND DIRECTS THAT:

PRIORITY

1. The general security agreement dated as of February 10, 2024 executed by the Felix Payment Systems Ltd. (the “**Debtor**”) in favour of Jake Boxer (“**Boxer**”) in respect of which a financing statement was filed in the British Columbia Personal Property Registry (the “**PPR**”) against the Debtor under base registration number 186604Q on February 12, 2024, constitutes a valid charge in favour of Boxer on present and acquired personal property and proceeds thereof (the “**Personal Property**”) of the Debtor in priority to the interest therein or claims thereto of all respondents and all persons claiming by, through, or under them, subject only to the charges against the property of the Debtor ordered by this Court (the “**Court Ordered Charges**”), and the security interest in favour of Royal Bank of Canada with respect to certain deposit accounts perfected by a security registration in the PPR against the Debtor under base registration 355037N, on November 8, 2021 (the “**RBC Interest**”).
2. The general security agreement dated as of February 10, 2024 executed by the Debtor in favour of in favour of Brookridge Chartered Professional Accounts Inc. (now PEL Chartered Professional Accountants Inc.) (“**PEL**”) in respect of which a financing statement was filed in the PPR against the Debtor under base registration number 186604Q on February 12, 2024, constitutes a valid charge in favour PEL on the Personal Property the Debtor in priority to the interest therein or claims thereto of all respondents and all persons claiming by, through, or under them, subject only to the charges against Court Ordered Charges and the RBC Interest.
3. The general security agreement dated as of February 10, 2024 executed by the Debtor in favour of in favour of CA Mordy Legacy Trust (“**Mordy Trust**”) in respect of which a financing statement was filed in the PPR against the Debtor under base registration number 186604Q on February 12, 2024, constitutes a valid charge in favour Mordy Trust on the Personal Property of the Debtor in priority to the interest therein or claims thereto of all respondents and all persons claiming by, through, or under them, subject only to the charges against Court Ordered Charges and the RBC Interest.

4. The charges confirmed in paragraphs 1-4 of this Order (the “**First Lien Security Interests**”) secure the repayment of the following indebtedness as at December 17, 2024, for which interest and costs continue to accrue (the “**First Lien Loan Indebtedness**”):

First Lien Lender	Principal (\$)	Interest (\$)	Total (\$)
Mordy Trust	639,000.00	212,315.60 209,820	851,315.60 848,820
PEL	313,989.00	76,664.63 76,772	390,653.63 390,771
Boxer	2,337,000.00	490,107.98 487,670	2,827,107.98 2,824,670
TOTAL	3,289,989.00	779,088.21 774,272	4,069,077.21 4,064,261.00

4,064,261.00

5. The Debtor is indebted to the First Lien Lenders in the amount of \$~~4,069,077.21~~ as of December 17, 2024 (plus interest and fees that continues to accrue), and this amount is justly due and owing.

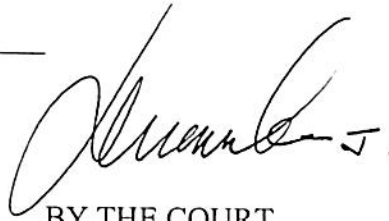
6. The First Lien Lenders are hereby granted judgment against the Debtor in the amount of \$~~4,069,077.21~~ ^{4,064,261.00} as of December 17, 2024 plus interest from and after the date of this Order at the as set out in applicable promissory notes made between the First Lien Lenders and the Debtor, or in the alternative, pursuant to the *Court Order Interest Act*, RSBC 1996, c 79.

7. Endorsement of this Order by counsel appearing on this application other than counsel for the First Lien Lenders is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of Lawyers for the First Lien Lenders
Emma Newbery



BY THE COURT


REGISTRAR



Schedule A

COUNSEL	PARTY REPRESENTED
A. Bowron P. Williams	Felix Payment Systems Ltd.
E. Newbery M. Butters	First Lien Lenders
P. Roberts W. Clark	Second Lien Lenders
V. Tickle	Monitor