



Clerk's stamp:

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COURT FILE NUMBER

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

PLAINTIFF

SERVUS CREDIT UNION LTD.

DEFENDANTS

CRELOGIX ACCEPTANCE CORPORATION,  
CRELOGIX CREDIT GROUP INC., CRELOGIX  
PORTFOLIO SERVICES CORPORATION, KARL  
SIGERIST, NICHOLAS CARTER, MIKE MCKAY  
AND MICHAEL MILLS

DOCUMENT

**APPLICATION**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

MILLER THOMSON LLP  
Barristers and Solicitors  
2700 Commerce Place  
10155 - 102 Street  
Edmonton, AB, Canada T5J 4G8  
Phone: 780.429.1751 Fax: 780.424.5866

Lawyer's

Name: Rick T.G. Reeson, Q.C.

Lawyer's

Email: rreeson@millerthomson.com

File No.: 138667.138

**NOTICE TO RESPONDENT(S):** Crelogix Acceptance Corporation, Crelogix Credit Group Inc., Crelogix Portfolio Services Corporation, Karl Sigerist, Nicholas Carter, Mike McKay and Michael Mills

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: **Thursday, July 6, 2017**

Time: **10:00 AM**

Where: **Edmonton Law Courts  
1A Sir Winston Churchill Square  
Edmonton, Alberta**

Before Whom: **The Honourable Mr. Justice K.G. Nielsen, in Chambers**

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 shortening the time for service of this application, if necessary or, alternatively, leave to proceed with this application on a without notice basis.
2. An Order seeking the appointment of a Receiver, or a Receiver and Manager, of Crelogix Acceptance Corporation ("CAC"), Crelogix Credit Group Inc. ("CCG"), and Crelogix Portfolio Services Corporation ("CPS"), and all of their undertakings, personal property and assets substantially in the form of the Consent Receivership Order attached as Schedule "A" to this Application or on such further and other terms as this Honourable Court may direct.

**Grounds for making this application:**

The Board and Senior Management

1. Until June 30, 2017, the following individuals were directors and officers of CAC:  
Wayne Cook - Director/Chairman of the Board  
Karl Sigerist - Director/President  
Marcel Fizell - Director/Secretary
2. Senior management of CAC is comprised as follows:  
Karl Sigerist - President and Chief Executive Officer  
Michael McKay - VP Administration and Controller  
Michael Mills - VP Credit, Compliance & Portfolio Service

The Credit Facilities and Guarantees

3. Pursuant to various loan agreements and related advances to CAC (the "CAC Facilities"), CAC is indebted to the Applicant, Servus Credit Union Ltd. ("Servus"), in the amount of \$2,165,981.52 as of July 2, 2017 (the "CAC Indebtedness").
4. CAC granted security in favour of Servus, including, without limitation, a general security agreement securing, charging and pledging to Servus all of CAC's present and after acquired personal property, including all accounts receivable, goods, equipment, inventory and the proceeds thereof. The CAC GSA secures all obligations of CAC to Servus.
5. The Defendant, CCG, provided to Servus a joint and several guarantee pursuant to which CCG guaranteed the CAC Indebtedness in the principal amount of \$2,000,000.00 (the "CCG Guarantee").
6. CCG granted security in favour of Servus, including without limitation, a general security agreement securing all present and after acquired personal property of CCG (the "CCG GSA"). The CCG GSA secures the indebtedness owing under the CCG Guarantee.

7. The Defendant, CPS, provided to Servus a joint and several guarantee pursuant to which CPS guaranteed the CAC Indebtedness in the principal amount of \$2,000,000.00 (the "CPS Guarantee").
8. CPS granted security in favour of Servus, including without limitation, a general security agreement securing all present and after acquired personal property of CPS (the "CPS GSA"). The CPS GSA secures the indebtedness owing under the CPS Guarantee.
9. Pursuant to an Unsecured Convertible Note Agreement (the "CCG Note"), CCG is also indebted to Servus in the amount of \$2,108,277.15 as of July 2, 2017 (the "Note Indebtedness"). The CCG GSA secures the Note Indebtedness.
10. The Defendants, CAC and CPS, each provided to Servus an unlimited continuing guarantee in respect of the Note Indebtedness (collectively, the "Subsidiary Note Guarantee").
11. Each of the CAC GSA and the CPS GSA secure the indebtedness owing under the Subsidiary Note Guarantee.

#### The Forbearance Agreement

12. The Defendants defaulted under the terms of the CAC Facilities, and Servus demanded payment in respect of the CAC Indebtedness from each of CAC, CCG and CPS (the "Corporate Defendants"). Concurrently, Servus did serve on the Corporate Defendants a notice under section 244 of the *Bankruptcy and Insolvency Act*, and the time periods applicable to each of the demands and notices have expired, and the Corporate Defendants have not satisfied the demands.
13. The Defendants entered into a forbearance agreement with Servus (the "Forbearance Agreement"), whereby each of the Defendants acknowledged, agreed and represented to Servus, amongst other things, that:
  - (a) they are in default of their obligations to Servus, which obligations were fully due and owing to Servus;
  - (b) the CAC Facilities are fully due and owing to Servus;
  - (c) there is no defence or setoff to the claim by Servus for repayment;
  - (d) all documentation respecting the loans and the guarantees of the loans giving rise to the Defendants respective indebtedness are valid, subsisting and enforceable;
  - (e) all security granted by the Defendants in favour of Servus is valid, subsisting and enforceable; and
  - (f) Servus has issued certain demands and Section 244 Notices to the Defendants, such demands and notices were received by the Defendants, and no further demands or notices would be required to be given by Servus to the Defendants.
14. Each of the Corporate Defendants, as a condition of the Forbearance Agreement, granted to Servus a Consent to Early Enforcement with respect to the Section 244 Notices served upon them.

15. Each of the Corporate Defendants, also provided to Servus, as a condition of the Forbearance Agreement, a Consent Receivership Order (the "Consent Order").
16. Pursuant to the Forbearance Agreement, CAC also agreed to Servus appointing Alvarez and Marsal Canada Inc. ("Alvarez") as a financial consultant to monitor CAC's day-to-day business operations.

#### Financial Concerns

17. Counsel for Servus received an email from Ms. Joan Chambers of the law firm Blake, Cassels & Graydon LLP, dated July 1, 2017, 8:33 a.m., advising that each of Karl Sigerist, Mike McKay, Mike Mills and Wayne Cook have tendered their resignations as directors and officers of each of the Corporate Defendants effective at approximately 4:30 p.m. on Friday, June 30, 2017.
18. On July 4, 2017, Marcel Fizell tendered his resignation from the Board of Directors of CCG.
19. The resignation of all of the senior management of the Corporate Defendants leaves only more junior and less experienced employees to run the business. Servus is extremely concerned with this development, which will most certainly have a material adverse effect on the business and the affairs of CAC, and will significantly jeopardize the legal and security position of Servus. It is the position of Servus that this represents a material adverse change under the Forbearance Agreement and the CCG Note.
20. Servus has also reviewed draft copies of consolidated financial statements for CCG for the fiscal years 2015 and 2016 and they reflect significant losses for both years and significant deficits in shareholders equity.

#### Appointment of Receiver

21. As a result of the facts set out herein, Servus is now entitled to enforce the securities granted to it by the Defendants and use the Consent Order.
22. Each of the CAC GSA, the CCG GSA and the CPS GSA provide for the appointment of a Receiver in the event of default of the obligations under these respective securities.
23. The appointment sought is necessary for the protection of the estate of the Corporate Defendants and for the protection of the interests of Servus.

#### Funding of the Receivership

24. Mr. Tim Reid of Alvarez has advised Servus that CAC will require approximately \$2 Million to continue operations over the next 90 days, and in the event that Alvarez is appointed as Receiver of CAC by this Court, Alvarez will require the Court's authorization to borrow these funds within the Receivership proceedings.

#### **Material or evidence to be relied on:**

25. Affidavit of Darcy Peelar, sworn July 5, 2017, to be filed;
26. Consent to Act as Receiver of Alvarez & Marsal Canada Limited, to be filed;

27. Such further and other materials and evidence as counsel may advise and this Honourable Court may permit.

**Applicable rules:**

28. Rules 1.2, 1.3, 1.4 , and 6.3 of the *Alberta Rules of Court*, Alta Reg 124/2010; and
29. Such further and other rules as counsel may advise and this Honourable Court may permit.

**Applicable Acts and regulations:**

30. Section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3;
31. Section 13(2) of the *Judicature Act*, RSA 2000, c J-2;
32. Section 65(7) of the *Personal Property Security Act*, RSA 2000, c P-7; and
33. 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:**

34. None.

**How the application is proposed to be heard or considered:**

35. In person, with parties present.

**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"**  
**CONSENT RECEIVERSHIP ORDER**

Clerk's stamp:

COURT FILE NUMBER:

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE OF EDMONTON

APPLICANT:

**SERVUS CREDIT UNION LTD.**

RESPONDENT(S):

**CRELOGIX ACCEPTANCE CORPORATION, CRELOGIX CREDIT GROUP INC., CRELOGIX PORTFOLIO SERVICES CORPORATION, KARL SIGERIST, NICHOLAS CARTER, MIKE MCKAY AND MICHAEL MILLS**

DOCUMENT:

**CONSENT RECEIVERSHIP ORDER**

**MILLER THOMSON LLP**

2700 Commerce Place

10155 – 102 Street

Solicitor: Rick T.G. Reeson, Q.C.

Telephone: 780.429.9767

Facsimile: 780.424.5866

Email: rreeson@millerthomson.com

File Number: 138667.138

**DATE ON WHICH ORDER WAS PRONOUNCED:**

**NAME OF JUDGE WHO MADE THIS ORDER:**

**LOCATION OF HEARING:**

\_\_\_\_\_  
EDMONTON, ALBERTA  
\_\_\_\_\_

**UPON** the without notice application of **SERVUS CREDIT UNION LTD.** ("**Servus**") in respect of **CRELOGIX ACCEPTANCE CORPORATION, CRELOGIX CREDIT GROUP INC. and CRELOGIX PORTFOLIO SERVICES CORPORATION** (collectively "**the "Debtor"**"); **AND UPON** having read the Affidavit of Darcy Peelar, filed; **AND UPON** reading the consent of Alvarez & Marsal Canada Inc. to act as Receiver of the Debtor (the "**Receiver**"), filed; **AND UPON** hearing counsel for Servus; **AND UPON** noting the consent of the Defendants; **IT IS HEREBY ORDERED AND DECLARED THAT**

## **SERVICE**

1. The time for service of the notice of application for this order is hereby abridged and service thereof is deemed good and sufficient.

## **APPOINTMENT**

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 ("BIA"), and sections 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, and 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c.P-7 Alvarez & Marsal Canada Inc. is hereby appointed Receiver, without security, of the Debtor and 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").

## **RECEIVER'S POWERS**

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver 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 receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
  - (c) to manage, operate and carry on the business of the Debtor, 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 other business, or cease to perform any contracts of the Debtor;
  - (d) 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 Receiver's powers and duties, including without limitation those conferred by this Order;



- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) 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;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (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 Debtor, the Property or the Receiver, 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 Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court.
- (k) to market any or all the 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 Receiver in its discretion may deem appropriate.
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$250,000.00 provided that the aggregate consideration for all such transactions does not exceed \$1,000,000.00; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 shall not be required.

- (m) to apply for any vesting order or other 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;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the 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 Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (s) assign the Debtor into bankruptcy; 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 Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECIEVER**

4. (i) The Debtor, (ii) all of their 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 Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependant on maintaining possession) to the Receiver upon the Receiver's request.

5. All Persons shall forthwith advise the Receiver 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 Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 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 Receiver 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 Receiver for the purpose of allowing the Receiver 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 Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

#### **NO PROCEEDINGS AGAINST RECEIVER**

7. No proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver 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 Receiver 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 8; 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 (including, without limitation, set-off rights) against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" (as defined in the BIA), and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

#### **NO INTERFERENCE WITH THE RECEIVER**

10. 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 any of the Debtor, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

#### **CONTINUATION OF SERVICES**

11. All Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/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 Debtor 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 Receiver, and this Court directs that the Receiver shall be entitled to the continued use of the Debtor' current 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 Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

#### **RECEIVER TO HOLD FUNDS**

12. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver 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 Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

## **EMPLOYEES**

13. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("WEPPA").
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

## **LIMITATION OF ENVIRONMENTAL LIABILITIES**

15. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
  - (i) before the Receiver's appointment; or
  - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.

- (b) Nothing in sub-paragraph (a) exempts a Receiver 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 Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver 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 Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
    - 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 Receiver, if the order is in effect when the Receiver is appointed, by,
    - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver 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 Receiver 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 RECEIVER'S LIABILITY**

16. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver 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 Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

### **RECEIVER'S ACCOUNTS**

17. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, incurred both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.
18. The Receiver and its legal counsel shall pass their accounts from time to time.
19. Prior to the passing of its accounts, the Receiver 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 Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

### **FUNDING OF THE RECEIVERSHIP**

20. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$2,000,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures.



The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.

21. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
22. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
23. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

#### **ALLOCATION**

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

#### **GENERAL**

25. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
26. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver 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.
27. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

28. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver 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 Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
29. The Receiver be 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 Receiver 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.
30. The Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor' estate with such priority and at such time as this Court may determine.
31. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver 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.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

32. The Receiver shall establish and maintain a website in respect of these proceedings at www.alvarezandmarsal.com/crelogix and shall post there as soon as practicable:

- (a) all materials prescribed by statute or regulation to be made publically available; and
- (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

Justice of the Court of Queen's Bench of Alberta

CONSENTED TO BY:

**CRELOGIX ACCEPTANCE CORPORATION**


Per:   
Name: Karl Sigerist  
Title: Director

**CRELOGIX CREDIT GROUP INC.**

Per:   
Name: Karl Sigerist  
Title: Director

**CRELOGIX PORTFOLIO SERVICES CORPORATION**

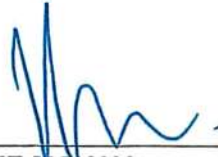
Per:   
Name: Karl Sigerist  
Title: Director

  
WITNESS

  
KARL SIGERIST



WITNESS



MIKE MCKAY

WITNESS

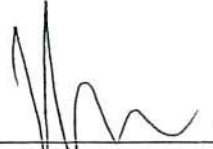
MICHAEL MILLS



WITNESS



WITNESS



MIKE MCKAY



MICHAEL MILLS

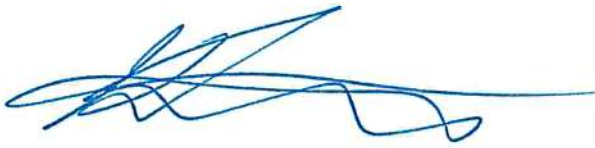
AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

I, **KARL SIGERIST**, of the City of COQUITLADE, in the Province of British Columbia, MAKE OATH AND SAY THAT:

1. I am an authorized signing Officer of **CRELOGIX ACCEPTANCE CORPORATION** named in the within or annexed instrument.
2. I am authorized by the Corporation to execute the within or annexed document on behalf of the Corporation without a corporate seal.
3. The within or annexed instrument was executed at the City of BURNABY, in the Province of British Columbia.

SWORN BEFORE ME at the City of BURNABY, in the Province of British Columbia, this 15<sup>th</sup> day of September, 2016.

  
A NOTARY PUBLIC IN AND FOR THE PROVINCE OF BRITISH COLUMBIA



KARL SIGERIST

**PATRICK J. WHITEHILL**  
*Barrister & Solicitor*  
**BLAKE, CASSELS & GRAYDON LLP**  
Suite 2600, Three Bentall Centre  
595 Burrard St., P.O. Box 49314  
Vancouver, B.C. V7X 1L3  
(604) 631-3381

AFFIDAVIT OF EXECUTION

CANADA  
PROVINCE OF British Columbia  
TO WIT:

I, PATRICK WHITEHILL  
of the City /Town of  
VANCOUVER  
in the Province of British Columbia  
MAKE OATH AND SAY THAT:

1. I WAS PERSONALLY present and did see **KARL SIGERIST**, on behalf of **CRELOGIX ACCEPTANCE CORPORATION**, named in the attached instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. THE SAME was executed at the City/Town of BURNABY, in the Province of British Columbia, and that I am the subscribing witness thereto.
3. I KNOW the said person and they are, in my belief, of the full age of eighteen (18) years.

SWORN BEFORE ME at the City/Town of  
VANCOUVER, in the  
Province of British Columbia, this 15<sup>th</sup>  
day of September, 2016

Joan Chambers  
A NOTARY PUBLIC IN AND FOR THE  
PROVINCE OF BRITISH COLUMBIA

Patrick Whitehill  
Name: PATRICK WHITEHILL

**JOAN C. CHAMBERS**  
*Barrister & Solicitor*  
**BLAKE, CASSELS & GRAYDON LLP**  
Suite 2600, Three Bentall Centre  
595 Burrard St., P.O. Box 49314  
Vancouver, BC V7X 1L3  
(604) 631-3391


AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

I, **KARL SIGERIST**, of the City of COQUITLAD, in the Province of British Columbia, MAKE OATH AND SAY THAT:

1. I am an authorized signing Officer of **CRELOGIX CREDIT GROUP INC.** named in the within or annexed instrument.
2. I am authorized by the Corporation to execute the within or annexed document on behalf of the Corporation without a corporate seal.
3. The within or annexed instrument was executed at the City of BURNABY, in the Province of British Columbia.

SWORN BEFORE ME at the City of BURNABY, in the Province of British Columbia, this 15<sup>th</sup> day of September, 2016.

  
A NOTARY PUBLIC IN AND FOR THE PROVINCE OF BRITISH COLUMBIA

  
KARL SIGERIST

**PATRICK J. WHITEHILL**  
*Barrister & Solicitor*  
**BLAKE, CASSELS & GRAYDON LLP**  
Suite 2600, Three Bentall Centre  
595 Burrard St., P.O. Box 49314  
Vancouver, B.C. V7X 1L3  
(604) 631-3381



AFFIDAVIT OF EXECUTION

CANADA  
PROVINCE OF British Columbia  
TO WIT:

I, PATRICK WHITEHILL  
of the City /Town of  
VANCOUVER  
in the Province of British Columbia  
MAKE OATH AND SAY THAT:

1. I WAS PERSONALLY present and did see **KARL SIGERIST**, on behalf of **CRELOGIX CREDIT GROUP INC.**, named in the attached instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. THE SAME was executed at the City/Town of BURNABY, in the Province of British Columbia, and that I am the subscribing witness thereto.
3. I KNOW the said person and they are, in my belief, of the full age of eighteen (18) years.

SWORN BEFORE ME at the City/Town of  
VANCOUVER, in the  
Province of British Columbia, this 15<sup>th</sup>  
day of September, 2016

  
A NOTARY PUBLIC IN AND FOR THE  
PROVINCE OF BRITISH COLUMBIA

  
Name: PATRICK WHITEHILL

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

I, **KARL SIGERIST**, of the City of Cogitlam, in the Province of British Columbia, MAKE OATH AND SAY THAT:

1. I am an authorized signing Officer of **CRELOGIX PORTFOLIO SERVICES CORPORATION** named in the thin or annexed instrument.
2. I am authorized by the Corporation to execute the within or annexed document on behalf of the Corporation without a corporate seal.
3. The within or annexed instrument was executed at the City of BURNABY, in the Province of British Columbia.

SWORN BEFORE ME at the City of BURNABY, in the Province of British Columbia, this 15<sup>th</sup> day of September, 2016.



A NOTARY PUBLIC IN AND FOR THE PROVINCE OF BRITISH COLUMBIA



KARL SIGERIST

PATRICK J. WHITEHILL  
*Barrister & Solicitor*  
**BLAKE, CASSELS & GRAYDON LLP**  
Suite 2600, Three Bentall Centre  
595 Burrard St., P.O. Box 49314  
Vancouver, B.C. V7X 1L3  
(604) 631-3381

AFFIDAVIT OF EXECUTION

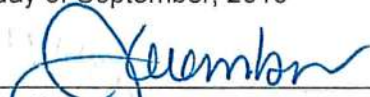
CANADA  
PROVINCE OF British Columbia  
TO WIT:

I, PATRICK WHITEHILL  
of the City /Town of  
VANCOUVER  
in the Province of British Columbia  
MAKE OATH AND SAY THAT:

1. I WAS PERSONALLY present and did see **KARL SIGERIST**, on behalf of **CRELOGIX PORTFOLIO SERVICES CORPORATION**, named in the attached instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. THE SAME was executed at the City/Town of BURNABY, in the Province of British Columbia, and that I am the subscribing witness thereto.
3. I KNOW the said person and they are, in my belief, of the full age of eighteen (18) years.

SWORN BEFORE ME at the City/Town of  
Burnaby VANCOUVER, in the  
Province of British Columbia, this 15<sup>th</sup>  
day of September, 2016

A NOTARY PUBLIC IN AND FOR THE  
PROVINCE OF BRITISH COLUMBIA

  
\_\_\_\_\_  
JOAN C. CHAMBERS

*Barrister & Solicitor*  
**KE. CASSELS & GRAYDON LLP**  
Suite 2800, Three Bentall Centre  
595 Burrard St., P.O. Box 49314  
Vancouver, BC V7X 1L3  
(604) 631-3391

  
\_\_\_\_\_  
Name: PATRICK WHITEHILL

AFFIDAVIT OF EXECUTION

CANADA  
PROVINCE OF British Columbia  
TO WIT:

I, PATRICK WHITEHILL  
of the City /Town of  
VANCOUVER  
in the Province of British Columbia  
MAKE OATH AND SAY THAT:

1. I WAS PERSONALLY present and did see **KARL SIGERIST**, named in the attached instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. THE SAME was executed at the City/Town of BURNABY, in the Province of British Columbia, and that I am the subscribing witness thereto.
3. I KNOW the said person and they are, in my belief, of the full age of eighteen (18) years.

SWORN BEFORE ME at the City/Town of  
VANCOUVER, in the  
Province of British Columbia, this 15<sup>th</sup>  
day of September, 2016

A NOTARY PUBLIC IN AND FOR THE  
PROVINCE OF BRITISH COLUMBIA

*Joan C. Chambers*  
JOAN C. CHAMBERS  
Barrister & Solicitor  
BLAKE, CASSELS & GRAYDON LLP  
Suite 2600, Three Bentall Centre  
595 Burrard St., P.O. Box 49314  
Vancouver, BC V7X 1L2  
(604) 681-8881

*Patrick Whitehill*  
Name: PATRICK WHITEHILL

AFFIDAVIT OF EXECUTION


CANADA  
PROVINCE OF British Columbia  
TO WIT:

I, PATRICK WHITEHILL  
of the City /Town of  
VANCOUVER  
in the Province of British Columbia  
MAKE OATH AND SAY THAT:

1. I WAS PERSONALLY present and did see Mike McKay, named in the attached instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. THE SAME was executed at the City/Town of BURNABY, in the Province of British Columbia, and that I am the subscribing witness thereto.
3. I KNOW the said person and they are, in my belief, of the full age of eighteen (18) years.

SWORN BEFORE ME at the City/Town of  
VANCOUVER, in the  
Province of British Columbia, this 15<sup>th</sup>  
day of September, 2016

  
A NOTARY PUBLIC IN AND FOR THE  
PROVINCE OF BRITISH COLUMBIA  
JOAN C. CHAMBERS  
Barrister & Solicitor  
BLAKE, CASSELS & GRAYDON LLP  
Suite 2600, Three Bentall Centre  
595 Burrard St., P.O. Box 49314  
Vancouver, BC V7X 1L3  
(604) 631-3391

  
Name: PATRICK WHITEHILL

AFFIDAVIT OF EXECUTION

CANADA  
PROVINCE OF ALBERTA  
TO WIT:

I, Rianna Ritchie  
of the City of Vancouver  
in the Province of BRITISH COLUMBIA  
MAKE OATH AND SAY THAT:

1. I WAS PERSONALLY present and did see MICHAEL MILLS, named in the attached instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. THE SAME was executed at the City of Vancouver, in the Province of British Columbia, and that I am the subscribing witness thereto.
3. I KNOW the said person and she is, in my belief, of the full age of eighteen (18) years.

SWORN BEFORE ME at the City of Vancouver, in the Province of British Columbia, this 23<sup>rd</sup> day of September, 2016.

  
A NOTARY PUBLIC IN AND FOR THE PROVINCE OF BRITISH COLUMBIA

  
RIANNA RITCHIE

**EMMA COSTANTE**  
*Barrister & Solicitor*  
**BLAKE, CASSELS & GRAYDON LLP**  
Suite 2600, Three Bentall Centre  
595 Burrard St., P.O. Box 49314  
Vancouver, B.C. V7X 1L3  
(604) 631-3332

**SCHEDULE "A"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that \_\_\_\_\_, the receiver (the "Receiver") of all of the assets, undertakings and properties of CRELOGIX ACCEPTANCE CORPORATION, CRELOGIX CREDIT GROUP INC. and CRELOGIX PORTFOLIO SERVICES CORPORATION appointed by Order of the Court of Queen's Bench of Alberta (the "Court") dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Order") made in action number \_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$\_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the \_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of \_\_\_\_\_ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at \_\_\_\_\_.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property) as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, solely in its capacity  
as Receiver of the Property (as defined in the  
Order), and not in its personal capacity

Per: \_\_\_\_\_  
Name:  
Title:

SCHEDULE "C"

CONSENT TO EARLY ENFORCEMENT OF SECURITY

CRELOGIX ACCEPTANCE CORPORATION hereby confirms that:

1. It has received the Notice of Intention to Enforce Security under Subsection 244(1) of the *Bankruptcy and Insolvency Act* (the "Notice"); and
2. Notwithstanding the Notice, it hereby consents to the immediate enforcement by Servus Credit Union Ltd. or its agent(s) of the security set out in the Notice.

Dated at the City of BURNABY in the Province of British Columbia this 15<sup>th</sup> day of September, 2016.

CRELOGIX ACCEPTANCE CORPORATION

Per: 

\_\_\_\_\_  
Name: Karl Sigerist - Director



AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

I, **KARL SIGERIST**, of the City of COQUITLA, in the Province of British Columbia, MAKE OATH AND SAY THAT:

1. I am an authorized signing Officer of **CRELOGIX ACCEPTANCE CORPORATION** named in the within or annexed instrument.
2. I am authorized by the Corporation to execute the within or annexed document on behalf of the Corporation without a corporate seal.
3. The within or annexed instrument was executed at the City of BURNABY, in the Province of British Columbia.

SWORN BEFORE ME at the City of BURNABY, in the Province of British Columbia, this 15<sup>th</sup> day of September, 2016.

  
A NOTARY PUBLIC IN AND FOR THE PROVINCE OF BRITISH COLUMBIA

  
KARL SIGERIST

**PATRICK J. WHITEHILL**  
*Barrister & Solicitor*  
**BLAKE, CASSELS & GRAYDON LLP**  
Suite 2600, Three Bentall Centre  
595 Burrard St., P.O. Box 49314  
Vancouver, B.C. V7X 1L3  
(604) 631-3381

AFFIDAVIT OF EXECUTION

CANADA  
PROVINCE OF BRITISH COLUMBIA  
TO WIT:

I, PATRICK WHITEHILL  
of the City /Town of  
VANCOUVER  
in the Province of BRITISH COLUMBIA  
MAKE OATH AND SAY THAT:

1. I WAS PERSONALLY present and did see **KARL SIGERIST**, on behalf of **CRELOGIX ACCEPTANCE CORPORATION**, named in the attached instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. THE SAME was executed at the City/Town of BURNABY, in the Province of British Columbia, and that I am the subscribing witness thereto.
3. I KNOW the said person and they are, in my belief, of the full age of eighteen (18) years.

SWORN BEFORE ME at the City/Town of  
VANCOUVER, in the  
Province of British Columbia, this 15<sup>th</sup>  
day of September, 2016

  
A NOTARY PUBLIC IN AND FOR THE  
PROVINCE OF BRITISH COLUMBIA

**JOAN C. CHAMBERS**  
*Barrister & Solicitor*  
**BLAKE, CASSELS & GRAYDON LLP**  
Suite 2600, Three Bentall Centre  
595 Burrard St., P.O. Box 49314  
Vancouver, BC V7X 1L3  
(604) 631-3391

  
Name: PATRICK WHITEHILL

**CONSENT TO EARLY ENFORCEMENT OF SECURITY**

**CRELOGIX PORTFOLIO SERVICES CORPORATION** hereby confirms that:

1. It has received the Notice of Intention to Enforce Security under Subsection 244(1) of the *Bankruptcy and Insolvency Act* (the "Notice"); and
2. Notwithstanding the Notice, it hereby consents to the immediate enforcement by Servus Credit Union Ltd. or its agent(s) of the security set out in the Notice.

Dated at the City of BURNABY in the Province of British Columbia this 15<sup>th</sup> day of September, 2016.

**CRELOGIX PORTFOLIO SERVICES  
CORPORATION**

Per: 

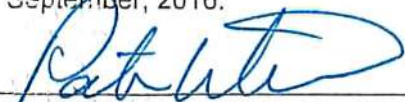
\_\_\_\_\_  
Name: Karl Sigerist - Director

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

I, **KARL SIGERIST**, of the City of COQUITLAM, in the Province of British Columbia, MAKE OATH AND SAY THAT:

1. I am an authorized signing Officer of **CRELOGIX PORTFOLIO SERVICES CORPORATION** named in the thin or annexed instrument.
2. I am authorized by the Corporation to execute the within or annexed document on behalf of the Corporation without a corporate seal.
3. The within or annexed instrument was executed at the City of BURNABY, in the Province of British Columbia.

SWORN BEFORE ME at the City of BURNABY, in the Province of British Columbia, this 15<sup>th</sup> day of September, 2016.



A NOTARY PUBLIC IN AND FOR THE PROVINCE OF BRITISH COLUMBIA



KARL SIGERIST

**PATRICK J. WHITEHILL**  
*Barrister & Solicitor*  
**BLAKE, CASSELS & GRAYDON LLP**  
Suite 2600, Three Bentall Centre  
595 Burrard St., P.O. Box 49314  
Vancouver, B.C. V7X 1L3  
(604) 631-3381

AFFIDAVIT OF EXECUTION

CANADA  
PROVINCE OF BRITISH COLUMBIA  
TO WIT:

I, PATRICK WHITEHILL  
of the City /Town of  
VANCOUVER  
in the Province of BRITISH COLUMBIA  
MAKE OATH AND SAY THAT:

1. I WAS PERSONALLY present and did see **KARL SIGERIST**, on behalf of **CRELOGIX PORTFOLIO SERVICES CORPORATION**, named in the attached instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. THE SAME was executed at the City/Town of BURNABY, in the Province of British Columbia, and that I am the subscribing witness thereto.
3. I KNOW the said person and they are, in my belief, of the full age of eighteen (18) years.

SWORN BEFORE ME at the City/Town of VANCOUVER, in the Province of British Columbia, this 15<sup>th</sup> day of September, 2016

  
A NOTARY PUBLIC IN AND FOR THE PROVINCE OF BRITISH COLUMBIA

  
Name: PATRICK WHITEHILL

**JOAN C. CHAMBERS**  
*Barrister & Solicitor*  
**BLAKE, CASSELS & GRAYDON LLP**  
Suite 2600, Three Bentall Centre  
595 Burrard St., P.O. Box 49314  
Vancouver, BC V7X 1L3  
(604) 631-3391

SCHEDULE "C"

FORM OF CONSENT DOCUMENTS

ATTACHED

(34 pages)

CONSENT TO EARLY ENFORCEMENT OF SECURITY

CRELOGIX CREDIT GROUP INC. hereby confirms that:

1. It has received the Notice of Intention to Enforce Security under Subsection 244(1) of the *Bankruptcy and Insolvency Act* (the "Notice"); and
2. Notwithstanding the Notice, it hereby consents to the immediate enforcement by Servus Credit Union Ltd. or its agent(s) of the security set out in the Notice.

Dated at the City of BURNABY in the Province of British Columbia this 15<sup>th</sup> day of September, 2016.

CRELOGIX CREDIT GROUP INC.

Per: 

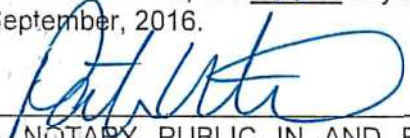
Name: Karl Sigerist - Director

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

I, **KARL SIGERIST**, of the City of COQUITLAM, in the Province of British Columbia, MAKE OATH AND SAY THAT:

1. I am an authorized signing Officer of **CRELOGIX CREDIT GROUP INC.** named in the within or annexed instrument.
2. I am authorized by the Corporation to execute the within or annexed document on behalf of the Corporation without a corporate seal.
3. The within or annexed instrument was executed at the City of BURNABY, in the Province of British Columbia.

SWORN BEFORE ME at the City of BURNABY, in the Province of British Columbia, this 15<sup>th</sup> day of September, 2016.

  
A NOTARY PUBLIC IN AND FOR THE PROVINCE OF BRITISH COLUMBIA



KARL SIGERIST

**PATRICK J. WHITEHILL**  
*Barrister & Solicitor*  
**BLAKE, CASSELS & GRAYDON LLP**  
Suite 2600, Three Bentall Centre  
595 Burrard St., P.O. Box 49314  
Vancouver, B.C. V7X 1L3  
(604) 631-3381



AFFIDAVIT OF EXECUTION

CANADA  
PROVINCE OF BRITISH COLUMBIA  
TO WIT:

I, PATRICK WHITEHILL  
of the City /Town of  
VANCOUVER  
in the Province of BRITISH COLUMBIA  
MAKE OATH AND SAY THAT:

1. I WAS PERSONALLY present and did see **KARL SIGERIST**, on behalf of **CRELOGIX CREDIT GROUP INC.**, named in the attached instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. THE SAME was executed at the City/Town of BURNABY, in the Province of British Columbia, and that I am the subscribing witness thereto.
3. I KNOW the said person and they are, in my belief, of the full age of eighteen (18) years.

SWORN BEFORE ME at the City/Town of  
VANCOUVER, in the  
Province of British Columbia, this 15<sup>th</sup>  
day of September, 2016

  
A NOTARY PUBLIC IN AND FOR THE  
PROVINCE OF BRITISH COLUMBIA

  
Name: PATRICK WHITEHILL

JOAN C. CHAMBERS  
*Barrister & Solicitor*  
BLAKE, CASSELS & GRAYDON LLP  
Suite 2600, Three Bentall Centre  
595 Burrard St., P.O. Box 49314  
Vancouver, BC V7X 1L3  
(604) 631-3391