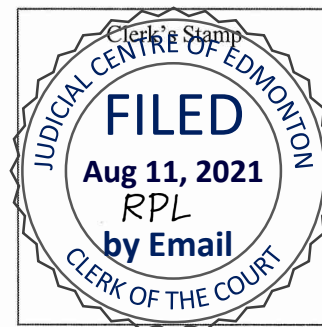


COURT FILE NUMBER: 1703 12765
COURT: COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE: EDMONTON
PLAINTIFF: SERVUS CREDIT UNION LTD.



DEFENDANT(S): CRELOGIX ACCEPTANCE CORPORATION, CRELOGIX PORTFOLIO SERVICES CORP., CRELOGIX CREDIT GROUP INC., KARL SIGERIST, NICHOLAS CARTER, MIKE MCKAY AND MICHAEL MILLS

DOCUMENT: **ORDER FOR FINAL DISTRIBUTION, APPROVAL OF FEES AND DISBURSEMENTS, APPROVAL OF RECEIVER'S ACTIVITIES, AND DISCHARGE OF RECEIVER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: PARLEE McLAWS LLP
1700 Enbridge Centre
10175 – 101 Street NW
Edmonton, AB T5J 0H3
Attention: Jeremy H. Hockin, Q.C.
Telephone: (780)423-8532
Facsimile: (780)423-2870
Email: jhockin@parlee.com
File: 73150-2/JHH

DATE ON WHICH ORDER WAS PRONOUNCED: August 5, 2021

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, AB

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice K. Feth

UPON THE APPLICATION of Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed Receiver (the “**Receiver**”) of the undertaking, property and assets of the Corporate Defendants (collectively the “**Debtor**”) for an Order for the final distribution of proceeds, approval of the Receiver’s fees and disbursements, approval of the Receiver’s activities and discharge of the Receiver; AND UPON HAVING READ Receiver’s Seventh Report dated July

26, 2021 (the “**Receiver’s Report**”) and the Affidavit of Orest Konowalchuk (the “**Fee Affidavit**”), and upon counsel for the Receiver undertaking to file the Affidavit of Service of Amal Chabaan (the “**Affidavit of Service**”); AND UPON HEARING counsel for the Receiver and counsel for the Plaintiff;; AND UPON being satisfied that it is appropriate to do so,

IT IS ORDERED THAT:

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given;
2. The Receiver's accounts for its fees and disbursements, as set out in Appendix ‘B’ of the Receiver’s Report and in the Fee Affidavit (collectively the “**Receiver’s Accounts**”), are hereby approved without the necessity of a formal passing of its accounts.
3. The accounts of the Receiver's legal counsel Parlee McLaws LLP and Borden Ladner Gervais LLP for their fees and disbursements, as set out in Appendix ‘C’ of the Receiver’s Report and in the Fee Affidavit (collectively the “**Legal Accounts**”, and together with the Receiver’s Accounts, the “**Professionals’ Accounts**”), are hereby approved without the necessity of formal assessments of their accounts.
4. The Forecast Fees and Disbursements, as defined in paragraph 46 of the Receiver’s Report, are subject to the approval of the Plaintiff or failing that, to the approval of this Honourable Court to be sought on notice to the Plaintiff.
5. The allocation of the Professionals’ Accounts as proposed in Appendix ‘D’ of the Receiver’s Report is approved with the following variation: subject to any claims made by any of the Remaining Plan C & D Merchants and paid by the Receiver in accordance with paragraph 8(b) of this Order, any funds not paid to a Remaining Plan C & D Merchant shall be applied by the Receiver to the Professional Accounts or to the Forecast Fees and Disbursements and the allocation proposed

in Appendix 'D' of the Receiver's Report may be varied accordingly.

6. The Receiver's activities as set out in the Receiver's Report and in all of its other reports filed herein, and the Statement of Receipts and Disbursements as attached to the Receiver's Report, are hereby ratified and approved.
7. The Receiver is authorized to destroy all of the Debtor's records in its possession that are not required to complete the administration of the Receivership, including the filing of any required tax returns.
8. The Receiver is authorized and directed to make the following distributions:
 - (a) To the Plaintiff, the balance in the Insurance Bank Account, as described in paragraphs 18-21 (inclusive) of the Receiver's Report;
 - (b) To the Remaining Plan C & D Merchants, as described in paragraphs 34-38 (inclusive) of the Receiver's Report, the net amounts payable to each such Merchant as set out in the table appearing under paragraph 36 of the Receiver's Report (the "**Remaining Fund**"); provided however that in the event that the Remaining Fund has not been fully claimed by the Remaining Plan C & D Merchants within 180 days of the date of this Order, then any part of the Remaining Fund that has not been claimed shall be applied by the Receiver to the Professional Accounts or the Forecast Fees and Disbursements. Upon the expiry of 180 days from the date of this Order, or the disbursement of the entire Remaining Fund by the Receiver to the Remaining Plan C & D Merchants, whichever shall first occur, the Receiver shall file a Supplemental Completion Certificate in the within Action detailing the disposition of the Remaining Fund;
 - (c) To 9250-5114 Quebec Inc., operating as "Domicili Air", as described in paragraphs 40-42 (inclusive) of the Receiver's Report, the sum of \$52,200.51;
 - (d) All remaining funds and residual assets of the Debtor under the Receiver's

administration, after payment of the Receiver's final fees and disbursements, including the final fees and disbursements of its legal counsel, to the Plaintiff.

9. On the evidence before the Court, the Receiver has satisfied its obligations under and pursuant to the terms of the Orders granted in the within proceedings up to and including the date hereof, and the Receiver shall not be liable for any act or omission on its part including, without limitation, any act or omission pertaining to the discharge of its duties in the within proceedings, save and except for any liability arising out of any in fraud, gross negligence or willful misconduct on the part of the Receiver, or with leave of the Court. Subject to the foregoing any claims against the Receiver in connection with the performance of its duties are hereby stayed, extinguished and forever barred.
10. No action or other proceedings shall be commenced against the Receiver in any way arising from or related to its capacity or conduct as Receiver, except with prior leave of this Court on Notice to the Receiver, and upon such terms as this Court may direct.
11. Upon the Receiver filing with the Clerk of the Court the Receiver's Completion Certificate, substantially in the form of the draft attached hereto as Schedule 'A', confirming that all matters set out in paragraph 8, with the exception of the matters described in paragraph 8(b), of this Order have been completed, then the Receiver shall be discharged as Receiver of the Corporate Defendants, provided however, that notwithstanding its discharge herein (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, including without limitation the matters described in paragraph 8(b) of this Order, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of the Receiver in its capacity as Receiver.

12. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by Facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.
13. Service of this Order on any party not attending this application is hereby dispensed with.



Justice of the Court of Queen's Bench of Alberta

Approved as to form and content:

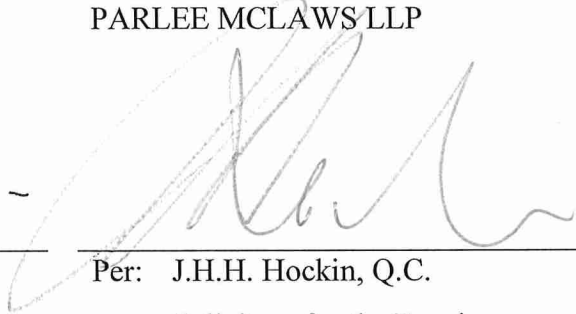
MILLER THOMSON LLP

PARLEE MCLAWS LLP



Per: R.T.G. Reeson, Q.C.

Solicitors for the Plaintiff



Per: J.H.H. Hockin, Q.C.

Solicitors for the Receiver

SCHEDULE 'A'

COURT FILE NUMBER: 1703 12765

COURT: COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE: EDMONTON

PLAINTIFF: SERVUS CREDIT UNION LTD.

DEFENDANT(S): CRELOGIX ACCEPTANCE CORPORATION, CRELOGIX PORTFOLIO SERVICES CORP., CRELOGIX CREDIT GROUP INC., KARL SIGERIST, NICHOLAS CARTER, MIKE MCKAY AND MICHAEL MILLS

DOCUMENT: **RECEIVER'S COMPLETION CERTIFICATE (DISCHARGE OF RECEIVER AND TERMINATION OF RECEIVERSHIP PROCEEDINGS)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: PARLEE McLAWS LLP
1700 Enbridge Centre
10175 – 101 Street NW
Edmonton, AB T5J 0H3
Attention: Jeremy H. Hockin, Q.C.
Telephone: (780)423-8532
Facsimile: (780)423-2870
Email: jhockin@parlee.com
File: 73150-2/JHH

Clerk's Stamp

RECITALS

- A. On July 6, 2017, a Receivership Order was granted by the Court of Queen's Bench of Alberta pursuant to section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, and sections 13(2) of the *Judicature Act*, RSC 2000, c. J-2 and 65(7) of the *Personal Property Security Act*, RSA 2000, c. P-7, appointing Alvarez & Marsal Canada Inc. as Receiver, without security, of all the Corporate Defendants' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof.

- B. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Discharge and Termination Order (as defined below).
- C. Pursuant to an Order of the Court dated August 5, 2021, (the “**Discharge and Termination Order**”), the Receiver may be discharged and the Receivership proceedings may be terminated upon filing of this Receiver’s Completion Certificate with the Court.

THE RECEIVER CERTIFIES the following:

1. The fees and disbursements of the Receiver and of the Receiver’s legal counsel, Parlee McLaws LLP and Borden Ladner Gervais LLP (collectively the “**Professional Fees**”), have been paid to the satisfaction of the Receiver and the Receiver’s legal counsel;
2. Any funds remaining after the payment of the Professional Fees have been disbursed in accordance with the Discharge and Termination Order;
3. The Receiver has completed all matters incidental to the Receivership Proceedings or any other matters necessary to complete the Receivership Proceedings; and
4. The Receivership Proceedings are hereby terminated and the Receiver is discharged in accordance with the Discharge and Termination Order.

This Certificate was executed by the Receiver at _____, Alberta on _____, 2021 and filed.

Alvarez & Marsal Canada Inc., in its capacity as Court-appointed Receiver of the Corporate Defendants, and not in its personal or corporate capacity

Orest Konowalchuk, LIT
Senior Vice President