

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



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

DOCUMENT **SECOND REPORT OF THE RECEIVER**
AUGUST 31, 2017

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
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INTRODUCTION

1. Effective July 6, 2017 (the “Receivership Date”), pursuant to an order of the Court of Queen’s Bench of Alberta (the “Court”) granted in Action No. 1703-12765 (the “Consent Receivership Order”), Alvarez & Marsal Canada Inc. was appointed receiver and manager (the “Receiver”), without security, of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, including but not limited to trust property and wherever situate including all proceeds thereof (the “Property”) of Crelogix Acceptance Corporation (“CAC”), Crelogix Portfolio Services Corp. (“CPS”) and Crelogix Credit Group Inc. (“CCG”) (together, the “Company” or “Crelogix”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, as amended (the “BIA”) and sections 13(2) of the *Judicature Act*, RSA 2000, c. J-2, 99(a) of the *Business Corporations Act*, RSA 2000, c. B-9 and 65(7) of the *Personal Property Security Act*, RSA 2000, c. P-7 in the within action (the “Receivership Proceedings”).
2. The Receivership Order empowers and authorizes, but does not obligate, the Receiver to, among other things, manage, operate and carry on the business of the Company and to take possession and control of its Property and of any and all proceeds, receipts and disbursements arising out of or from the Property, and to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business subject to Court approval as necessary.
3. The purpose of this second report of the Receiver (the “Second Report” or “this Report”) is to provide this Honourable Court with information in respect of the following:
 - a) the activities, generally, of the Receiver since the First Report;
 - b) the updated supplemental opinion prepared by the Receiver’s counsel with respect to the trust/security interests of the Funders;

- c) the Receiver's intentions with respect to the disposition of the Company's Property;
 - d) the actual cash flow results for the period from July 6, 2017 to August 30, 2017 (the "Reporting Period");
 - e) the proposed distribution of Trust Funds (the "Proposed Interim Distribution");
 - f) priority of certain loans made to consumers prior to the receivership that were not funded to the Merchant;
 - g) the proposed allocation of costs to the various stakeholders;
 - h) approval of the Receiver and its counsel's fees and expenditures in the Receivership Proceedings; and
 - i) the Receiver's recommendations.
4. Capitalized words or terms not defined or ascribed a meaning in this Report are as defined or ascribed a meaning in the Receivership Order or the First Report.
5. All references to dollars are in Canadian currency unless otherwise noted.

TERMS OF REFERENCE

6. Prior to the Receivership Date, Alvarez & Marsal Canada ULC ("A&M") was engaged as a financial advisor to Servus Credit Union ("Servus") and this engagement was consented to by the Respondents, except Nicholas Carter. The engagement commenced on September 2, 2016 and terminated immediately prior to the Receivership Date. In that role, A&M from time to time reviewed, assessed and reported to Servus on the operations and ongoing viability of the Company, including the strategic review process undertaken by the Company with the assistance of Raymond James ("RJ"), (the "Strategic Review Process").

7. In preparing this Second Report, the Receiver has relied primarily upon information obtained prior to the Receivership Proceedings in its role as financial advisor, the representations of certain management and employees of the Company and financial and other information contained in the Company's books and records. The Receiver has not performed an audit, review or other verification of such information.

BACKGROUND AND OVERVIEW

8. CAC and its sister company CPS are the main operating entities. A corporate organization chart is attached as Appendix A to the First Report.
9. The Company is a non-bank consumer financial services corporation. It provides a range of credit, insurance, and product protection solutions through customer programs it has established with a diverse group of retailers, wholesalers, manufacturers and franchisors (collectively referred to as the "Merchants"). It has active contracts with approximately 1000 Merchants and acquires from the Merchants consumer debt obligations ("Loan Agreements"), and then resells these Loan Agreements to third party financial institutions ("Funders"). Crelogix earns a portion of the interest revenue and that is paid to Crelogix by the Funders at the time of the securitization. There are five principal Funders who have purchased and securitized Loan Agreements.
10. Crelogix through CPS also administers the collection of the indebtedness due on the Loan Agreements on behalf of the Funders in consideration of a monthly administration fee of \$5.00 a loan ("Administration Fee or Servicing Fee").
11. Further background to the Company and its financial circumstances is contained in the First Report and the materials filed in support of and relating to the Receivership Order. These documents and other relevant information have been posted by the Receiver on its website at: www.alvarezandmarsal.com/crelogix (the "Receiver's Website").

ACTIVITIES OF THE RECEIVER

12. Since the First Report, the Receiver's activities have included the following, but are not limited to:

- a) attending daily at the Burnaby office to supervise operations and former Crelogix staff engaged by the Receiver and address various matters that arise as a result of the Receivership, particularly to address the administration of the Legacy Portfolio and collection of loan payments;
- b) following up on unsolicited calls from parties expressing interest in acquiring the Property of Crelogix;
- c) assessing eligibility of employee claims under the *Wage Earner Protection Program Act* ("WEPPA") and completion of the statutory filings;
- d) attending various calls and meetings with the Funders and secured creditors concerning operational and financial updates of the Company and other matters involving the Receivership Proceedings, generally;
- e) retaining and providing instructions to the Receiver's independent legal counsel, Parlee McLaws LLP ("Parlee") & Borden Ladner Gervais ("BLG"), in respect of the Receivership Proceedings, generally;
- f) continuing the review and investigation of 440 unfunded Loan Agreements ("Unfunded Loan Agreements") made just prior to the Receivership to determine whether Crelogix has any right to continue to collect payments from Unfunded Loan Agreements;

- g) completing a compilation and analysis of trust account sub-ledgers and reconciliation of amounts due to each Funder and reporting thereon to the Funders;
 - h) ongoing discussions with Funders, research and analysis to provide for an orderly sale or transition of the Legacy Portfolio;
 - i) undertaking day to day management of operations of the Company, including employee supervision and monitoring cash flow to ensure timely payment of trade creditors for services rendered and approved by the Receiver; and
 - j) attending to calls and emails from various creditors (or their representatives), legal counsel to the Receiver, interested parties, and other stakeholders regarding the Receivership Proceedings, generally.
13. CPS was not in compliance with all of the regulatory requirements particularly relating to providing periodic financial information. The Receiver continues to review the licensing to the extent possible maintain proper regulatory approvals.

FUNDING AGREEMENTS AND FUNDS IN TRUST

Overview of Funding and Securitization Process

14. Crelogix had agreements with five (5) separate credit unions to purchase Loan Agreements ("Funding Agreements") that Crelogix would originate with consumers across Canada. The amounts outstanding to the Funders and the related amount receivable from the Loan Agreements at June 30 assuming the contractual payments for May and June were made are as follows:

Crelogix Acceptance Corp.
Loan Balances
as at June 30, 2017

	Amount owing from Consumers	Amount owing to Funders
Beaumont Credit Union	2,105,526	2,472,700
Bow Valley Credit Union	5,022,384	6,025,563
Connect First/Chinook Credit Union	30,865,323	37,921,077
Prospera Credit Union	143,125,455	174,238,146
Servus/Community Credit Union	11,257,305	13,102,619
	<u>\$ 192,375,994</u>	<u>\$ 233,760,106</u>

Amounts in trust for Funders for May through August 2017 Collections

15. At the time of the Receivership the Company had not made the monthly remittances to the Funders for May and June 2017 Loan Agreement Collections which were to be remitted on June 10 and July 10 respectively. The collections received continue to be held in the trust accounts by the Receiver.
16. Since the Receivership Date the Receiver has continued to fulfill the servicing obligations for the Funders and has collected and holds in its trust accounts the loan payments for July and August, 2017.

Reconciliation of Loan Agreement Receipts

17. As set out in the First Report, the Receiver had substantially completed the reconciliation, and the amount collected and payable to each Funder versus the contractual payment for May and June 2017 is as follows:

Crelogix Acceptance Corp. Funder Payable Reconciliation for the Month ending May 31, 2017				
	Consumer amount collected	Less \$5 Administration Fee per Loan	Trust Funds Available per Funder	Contractual Amount Payable per Funder
Beaumont Credit Union	63,822	1,955	61,867	64,088
Bow Valley Credit Union	226,872	3,310	223,562	275,004
Connect First/Chinnok Credit Union	1,290,248	16,570	1,273,678	1,374,661
Prospera Credit Union	5,448,344	84,560	5,363,784	6,010,298
Servus/Community Credit Union	509,051	11,620	497,431	538,030
	\$ 7,538,337	\$ 118,015	\$ 7,420,322	\$ 8,262,081
Other amounts in trust	152,110			
Total in Trust on May 31, 2017	\$ 7,690,448			

Crelogix Acceptance Corp. Funder Payable Reconciliation for the Month ending June 30, 2017				
	Consumer amount collected	Less \$5 Administration Fee per Loan	Trust Funds Available per Funder	Contractual Amount Payable per Funder
Beaumont Credit Union	83,599	1,865	81,734	95,009
Bow Valley Credit Union	225,058	3,250	221,808	259,936
Connect First/Chinook Credit Union	1,206,458	16,505	1,189,953	1,450,720
Prospera Credit Union	5,067,190	85,595	4,981,595	5,600,872
Servus/Community Credit Union	494,901	11,210	483,691	482,946
	\$ 7,077,206	\$ 118,425	\$ 6,958,781	\$ 7,889,483
Amounts in trust at May 31, 2017	7,690,448			
Other amounts in trust	199,396			
Total in Trust on June 30, 2017	\$ 14,967,050			

18. The Receiver's previous application to distribute the May and June funds was adjourned to provide a further legal review of the priority to the funds as discussed below. The Administration Fee of \$5.00 per loan was however, released to the general trust account of the Receiver;
19. The Receiver has now completed the reconciliation of the consumer loan payment receipts for July, 2017 and the amount collected and payable to each Funder versus the contractual payment is as follows:

**Crelogix Acceptance Corp.
Funder Payable Reconciliation
for the Month ending July 31, 2017**

	Consumer amount collected	Less \$5 Administration Fee per Loan	Trust Funds Available per Funder	Contractual Amount Payable per Funder
Beaumont Credit Union	59,668	1,805	57,863	58,951
Bow Valley Credit Union	173,679	3,140	170,539	191,198
Connect First/Chinook Credit Union	1,004,863	16,475	988,388	1,103,964
Prospera Credit Union	4,528,042	83,990	4,444,052	5,048,244
Servus/Community Credit Union	402,275	10,765	391,510	427,789
	\$ 6,168,527	\$ 116,175	\$ 6,052,352	\$ 6,830,146
Amounts in trust at June 30, 2017	14,967,050			
Other amounts in trust	197,467			
Total in Trust on July 31, 2017	\$ 21,333,044			

UNFUNDED PRERECEIVERSHIP LOAN ORIGINATIONS

Background and Analysis

20. From the middle of June, 2017 to the date of the Receivership the Company had made approximately 440 loans to consumers aggregating approximately \$4.1 million. These loans had not been funded by the Funders and no amounts had been remitted to the Merchants by Crelogix.
21. As discussed in its First Report, the Receiver with the assistance of its counsel reviewed each of the loan agreements and Merchant Contracts to determine the rights of the consumer, the Merchant and Crelogix.
22. In summary, as discussed in the First Report, it was determined by the Receiver that Crelogix did not acquire any rights to loan agreements governed by certain of the Merchant Contracts, but did acquire rights in loan agreements governed by other of the Merchant Contracts. Examples of the English versions of the Merchant Contracts are attached as Appendices C and D to the Receiver's First Report.
23. There are a total of 166 unfunded Loan Agreements (referred to as Contract 1's) aggregating \$1.6 million for which the Receiver is of the view that Crelogix had acquired rights ("Unfunded Loan Agreements"). Therefore Crelogix, by its

Receiver has continued to collect the loan payments until it could be further investigated.

24. Contract 1 Merchants have been advised that Crelogix acquired rights in the Loan Agreement and therefore will expect the consumer to honor the Loan Agreement and make the required monthly payments to Crelogix. Crelogix has begun to take monthly payments using the PAP provided. The Merchant has also been advised that due to the intervening Receivership they are an unsecured creditor in the proceedings and they should not interfere with the Loan Agreement. A number of Merchants have contested that position and it may be that the Quebec Civil Code provides some additional rights to Merchants and consumers. Accordingly, the collections are being held in trust until a determination is made on the entitlement to these collections.
25. The breakdown of the Unfunded Contract 1's by province is as follows:

Crelogix Acceptance Corp.			
Unfunded Contract 1s	Number of Merchants	Number of Loans	Loan Amount Receivable
Province			
Alberta	25	37	\$ 400,002.21
British Columbia	10	15	\$ 134,350.88
Manitoba	4	5	\$ 34,260.78
New Brunswick	2	5	\$ 21,461.68
Newfoundland	1	1	\$ 9,082.25
Nova Scotia	1	2	\$ 21,725.86
Ontario	21	39	\$ 310,647.73
Quebec	19	60	\$ 685,121.80
Saskatchewan	2	7	\$ 38,840.86
Total	85	171	\$1,655,494.05

26. The Receiver, with the assistance of its counsel has reviewed a sample of the Unfunded Loan Agreements and the Merchant Contract 1's. A template of the Quebec version of the Unfunded Loan Agreements are attached in Appendix A & B and those of other provinces in Appendix C. Based on that review, the Receiver is of the view that Contract 1's constitute Property of the Receivership and that the Merchants with Contract 1's are unsecured creditors for the following reasons

- a) Under the terms of Contract 1, Merchants unconditionally accepted Crelogix' offer to purchase Loan Agreements prior to Crelogix' obligation to pay arising.
 - b) Upon the Merchant's acceptance of Crelogix' offer to purchase a Loan Agreement, a valid and binding agreement was entered into.
 - c) Loan Agreements were validly assigned by Merchants to Crelogix upon the Merchant's acceptance and prior to payment by Crelogix.
 - d) Accordingly, by operation of Contract 1, Crelogix has superior title to the Loan Agreements as well as the various goods named therein, and is entitled to collect payments from the customers under the Loan Agreements notwithstanding the fact that the Merchant has not been funded in relation to those purchases.
 - e) Crelogix' failure to fund such Loan Agreements does not affect the validity of their assignment to Crelogix.
 - f) Unfunded Merchants under Contract 1 are left with an unsecured contractual remedy as against Crelogix.
27. A number of consumers and Merchants or their counsel have corresponded with the Receiver and its counsel and argue that the Loan Agreements are not the Property of the Receivership and that consumers should be released from their obligation to make payments to Crelogix for the following reasons:
- a) That a valid assignment of the Loan Agreements did not take place under Contract 1.
 - b) That Contract 1 is unenforceable by Crelogix due to a failure of consideration on behalf of Crelogix.
28. The Receiver is therefore seeking the advice and direction of the Court with respect to the rights of the parties to the Loan Agreements in question and the Receiver respectfully requests the Court for an Order:
- a) declaring that the Unfunded Loan Agreements are Property of the Receivership and that the monthly payments required under the Loan Agreements continue to be made to Crelogix; and

- b) the Merchants are unsecured creditors and shall not interfere with the Receiver's collection of the loan payments.

SECURITY OPINION

29. At the time of the previous Court Application on August 15, 2017, the Receiver had received a written opinion from Parlee, confirming the validity and enforceability of the trust/security interests held by the Funders, over the monies in the trust accounts now in the possession of the Receiver. However, there were qualifications with respect to priority between the Funders and Servus, who also held a GSA with an all after acquired personnel property clause and further investigation was required. The Receiver has now received a supplemental opinion from Parlee and subject to the usual qualifications, the reconciled trust account balances held by Crelogix representing the payments received by it in trust for the various Funders for loan installment payments in May, June and July 2017 may be released to the Funders entitled thereto, subject to a holdback for allocation of Receivership expenses, and to a "clawback" in the event that the Funders' entitlement is successfully challenged.

MARKETING AND SALE OF CRELOGIX AND ITS PROPERTY

The Receivership Marketing Efforts

30. As discussed in the First Report, the Receiver is working closely with the major Funders to ensure continuity of the Legacy Portfolio and a means to sell or transition that to a third party to administer the Legacy Portfolio. One Funder has now submitted a proposal to the Receiver to purchase the Property including taking over the administration of the Legacy Portfolio and the Receiver is negotiating an agreement with that Funder.

RECEIPTS AND DISBURSMENTS – JULY 6, 2017 TO AUGUST 30, 2017

31. The following is a statement of the Receiver's consolidated receipts and disbursements of the Company from the Receiver's operating trust account:

Crelogix Acceptance Corp. Statement of Receipts and Disbursements For The Period from July 6, 2017 to August 30, 2017	
	Total
Receipts	
Receiver's borrowings	\$ 1,000,000
Servicing fees	236,630
Interest received	239
Other receipts	250
Total Receipts	1,237,119
Disbursements	
Lease for offices	46,031
Utilities and services	18,481
Software	31,854
Insurance	14,397
Pre Receivership employee arrears	103,932
Pre Receivership employee benefits	21,893
Salaries and wages	193,369
Employee benefits	17,763
Bank charges	158
Pre Receivership professional fees and costs	17,850
Professional fees and costs	
Receiver (A&M)	257,284
Receiver disbursements (A&M)	17,314
Receiver's counsel (Parlee)	46,283
Net GST paid	23,693
Total Disbursements	\$ 810,303
Net Cash Flow	\$ 426,816
Cash Position	
Opening Cash Position	-
Change in cash flow	426,816
Closing Cash Position	\$ 426,816

32. There was no opening cash available as at the Receivership Date. The Receiver froze Crelogix' operating bank accounts on the Receivership Date and opened a new Receiver's trust bank account for Crelogix' operations.
33. The Receiver is authorized to borrow \$2.0 million pursuant to the Receivership Order and has initially borrowed \$1.0 million to fund ongoing operations as noted in the above table including:
- a) Service fees collected from the trust accounts for the months of May and June, 2017;
 - b) Certain agreed Pre-Receivership employee salary and benefit arrears;

- c) Crelogix re-engaged employee salaries and costs and some retention payments are paid to August 31, 2017;
 - d) Professional fees and out of pocket of approximately \$321,000, of which approximately;
 - i. \$275,000 relates to the Receiver's fees and out of pocket costs. The Receiver's fees and costs have been paid up to and including July 31, 2017;
 - ii. \$46,000 relates to the Receiver's counsels' fees and costs of Parlee which have been paid up to and including July 31, 2017.
34. Total cash on hand held by the Receiver as at August 30, 2017 excluding trust funds is approximately \$427,000.
35. Total cash held in trust by the Receiver as at August 30, 2017 is approximately **\$26.9** million.

RECEIVER'S BORROWINGS, CHARGES AND ALLOCATION OF COSTS

36. Pursuant to paragraph 20 of the Receivership Order, the Receiver has been empowered to borrow up to a cumulative amount of \$2,000,000 (or such greater amount as this Court may further Order). The same paragraph provides that Crelogix' Property shall be and is hereby charged by way of a fixed and specific charge (the "Crelogix Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, but subordinate in priority to the Receiver's Charge (as defined in the Receivership Order). Paragraph 17 provides a Receiver's Charge for its fees and disbursements and those of its counsel which forms a first charge in priority to all other charges and trust claims.
37. On July 6, 2017 the Receiver issued a Receiver's Certificate in the amount of \$1,000,000 to Servus to fund initial costs of the Receiver. A copy of the

Receiver's Certificate is attached as Appendix B to the First Report. Pursuant to paragraph 20 of the Receivership order, the Receiver's Certificate No. 1 has a charge over the whole of Crelogix Property by way of a fixed and specific charge as security for the advance.

38. Other than the trust funds, there is not likely to be significant realizations to the estate. The Receiver has had discussion with the Funders and with Servus as the senior secured lender about allocation of the costs to each of the Funders. Although no agreement has been reached among the Funders, the majority believe that some allocation to each Funder is reasonable, but they have not been willing to commit to an amount or methodology until the costs are better known.
39. The Receiver has prepared a proposed allocation of the estimated costs and it is attached as Appendix D. The analysis provides an estimate of the costs and will have to be adjusted from time to time.
40. In summary, the Receiver proposes that the total Receivership costs be allocated to the Funders and to Servus, the senior secured lender, pro rata based on the average of the amount and volume of loans and distributions to the parties of the amounts recovered during the receivership. A pro rata allocation is reasonable in the circumstances for the following reasons:
 - a) the Receiver was appointed for the benefit of all Funders and Servus to ensure that all Property, including trust property, was protected; to provide for an orderly continuity in the administration of the Legacy Portfolio and to deal with the assets in a fair process;
 - b) activities of the Receiver in managing the affairs of Crelogix have been equally intensive and advantageous to all Funders and Servus;
 - c) each of the Funders and Servus will continue to enjoy the direct benefit of the Receiver's activities; and

- d) a pro rata basis is the most uniform and readily determinable method of allocating costs amongst those parties benefiting from the Receivership.

PROPOSED INTERIM DISTRIBUTION

41. Pursuant to paragraph 12 of the Receivership Order, the monies collected during the Receivership Proceedings, shall be held by the Receiver to be paid or distributed in accordance with the terms of the Receivership Order or any order of this Court.
42. The Receiver is advised by its counsel that the Funders' trust claim is valid and enforceable against the trust funds held by the Receiver and ranks in priority to subsequently perfected interests and all unperfected interests of all other creditors other than the Receiver's charge as discussed above.
43. The Receiver has substantial funds held in trust for the benefit of the Funders and does not require all the funds for the ongoing administration of the estate. Accordingly, the Receiver recommends that it be allowed to distribute to the Funders the collections received for May, June and July 2017 as estimated above, less the \$5.00 a loan administration fee per loan per month ("Service Fee") and an amount, to be determined at the Receiver's sole discretion, to be retained to cover the Receiver's Borrowings, potential claims and future costs of the administration of the estate. The Monthly Service fee will be distributed to the Receiver's general trust account for ongoing administration costs.
44. The Receiver also requests the Court grant it discretion to distribute to Crelogix, by its Receiver, Merchants and other parties any amounts due on Loan Agreements Crelogix has been servicing on their behalf and accumulating in the trust accounts.
45. Lastly, any Interim Distributions to be made by the Receiver can, at the Receiver's discretion be made on the basis that the funds may be clawed back in the event of an error or omission in the Interim Distribution made.

APPROVAL OF THE RECEIVER'S AND ITS COUNSEL'S FEES AND COSTS

46. The Receiver seeks approval from this Honourable Court of its fees and those of its legal counsel's fees and costs from the Receivership Date (July 6 to July 31, 2017 (the "Interim Taxation Period")), pursuant to paragraph 18 of the Receivership Order.
47. The total fees and disbursements of A&M, in its capacity as the court-appointed Receiver of Crelogix, during the Interim Taxation Period aggregate \$275,286 (excluding GST). A summary of the invoice for the Receiver's fees and disbursements are attached as Appendix E to this Report and a full copy of the invoice is available for review if necessary.
48. The total fees and disbursements of Parlee and BLG, the Receiver's independent legal counsel during the Interim Taxation Period aggregate respectively \$46,283 and \$21,160 (excluding GST). A summary of the invoices for the fees and disbursements are attached as Appendix F to this Report and a full copy of the invoices is available for review if necessary.
49. The Receiver and its counsel's fee accounts outline the date of the work completed, the description of the work completed, the length of time taken to complete the work and the name of the individual who completed the work.
50. The Receiver is respectfully of the view that its and its counsel's fees and costs are fair and reasonable under the circumstances and respectfully requests that this Honourable Court approve and pass the accounts of the Receiver's and its counsel during the Interim Taxation Period.


RECOMMENDATIONS

51. The Receiver respectfully recommends that this Court approve:
 - a) its activities since the First Report;
 - b) the cost allocation;

- c) the Proposed Interim Distributions set out in paragraphs 41-45;
- d) the Unfunded Loan Agreement priority; and
- e) the Receiver and its legal counsel's fees invoiced to July 31, 2017.

All of which is respectfully submitted this 31st day of August, 2017.

**ALVAREZ & MARSAL CANADA INC.,
in its capacity as Receiver of Crelogix and not in
its personal or corporate capacity**

A handwritten signature in dark ink, appearing to read 'Tim Reid', with a stylized flourish at the end.

Tim Reid, CPA, CA, CIRP, LIT
Senior Vice President

TAB A

APPENDIX A

Quebec Template Loan Agreement 1 - French & English

CONTRACT FOR THE LOAN OF MONEY
(Consumer Protection Act, s. 115)
(SECURED)

Date on which the Contract is made:		Contract Number:	
Borrower (1):		Borrower (2):	
Lender: Crelogix Acceptance Corporation (together with its successor and assigns, "Crelogix"), Suite 2650 - 630, Boulevard René-Levesque Ouest, Montréal, QC H3B1S6 Telephone: 800 667-6640 Fax: 800 360-9129 email: customerservice@crelogix.com OPC Permit #: 16880		Merchant:	
DISCLOSURES RELATING TO CREDIT FEES			
Amount of Loan [1]			\$
	Interest [2]	\$	
	Insurance Premiums Subscribed For (including applicable taxes) [3]	\$	
	Interest on the Insurance Premiums [4]	\$	
	RDPRM and Administrative Fees [5]	\$	
	Other Fees [6]	\$	
	Total Credit Fees for the Term of the Loan [7 = 2 + 3 + 4 + 5 + 6]	\$	
Total Obligation [8 = 1+7]			\$
Annual interest rate	%	Credit Rate	%
TERM & DEFERRED PAYMENT DATES			
Date of Loan		Deferred Payment Due Date (or the last day of the month if there is no such date)	
Term of Loan (months)		Frequency of Deferred Payments	
First Deferred Payment Due Date		Total Number of Deferred Payments	
Final Deferred Payment Due Date		Deferred Payment	\$
<p>The Total Obligation of the Borrower is payable to Crelogix in accordance to the above terms and conditions.</p> <p>The Borrower gives to Crelogix as acknowledgment of or security for his obligation the following objects or documents:</p> <p>_____</p> <p>Crelogix performs its principal obligation on the Date of the Loan.</p>			
PROPERTY AND SERVICES INFORMATION (Provide full details of Property and Services being financed)			

TERMS AND CONDITIONS

- You irrevocably authorize Crelogix to pay to the Merchant or as otherwise directed by the Merchant, the Amount of Loan and Crelogix to remit the applicable loan protection premium and any associated loan protection sales tax to the insurer.
- You may prepay the full outstanding balance due under this Contract or may make partial prepayments at any time without any prepayment bonus, charge or penalty. If you make a partial prepayment, you must still continue to pay each Deferred Payment as set out in this Contract until all amounts due under this Contract are paid in full.
- In the event of a default, all amounts owing will be immediately due and payable.
- Clause required under the Consumer Protection Act
- (Clause of forfeiture of benefit of the term)
- Before availing himself of this clause, the merchant must send the consumer a notice in writing and a statement of account.
- Within **30** days following receipt by the consumer of the notice and the statement of account, the consumer may:
 - (a) either remedy the fact that he is in default;
 - (b) or present a motion to the court to have the terms and conditions of payment prescribed in this contract changed.

It is in the consumer's interest to refer to sections **104 to 110** of the Consumer Protection Act (chapter P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur.

- If you are in default and if it complies with your notification rights provided by law, Crelogix has the right to do any or all of the following in any order and from time to time: (i) take possession of all or any part of the Collateral; (ii) store, sell, lease or otherwise dispose all or part of the Collateral; (iii) sue you in any place for the amount you owe Crelogix; and (iv) exercise any other rights Crelogix may have. Sale, lease and other disposition proceeds may be applied to the amount that you owe Crelogix and you will pay Crelogix any amount still owing.
- A waiver of default by Crelogix will not operate as a waiver of future defaults.
- If this Contract is signed by more than one Borrower, each of you agrees that: (i) each reference to "you" or "your" in this Contract refers to each of you; (ii) each of you is liable under this Contract on a solidary, joint and several basis; (iii) each representation, warranty, covenant and undertaking made by you is made by each of you on a solidary, joint and several basis; and (iv) a separate action or actions may be brought and prosecuted against any of you whether an action is brought against one or more or all of you or whether any other party is joined in any such action or actions. Each of you waives any right to require us to proceed against any other party or pursue any other remedy in Crelogix's power (including waiving the right to the benefit of discussion).
- All monetary amounts in this Contract are expressed in and are payable in Canadian dollars.
- This Contract is governed by the laws of the province of Quebec and the laws of Canada applicable thereto.
- Clause required under the *Consumer Protection Act*.
- (Contract for the loan of money)
- **(1)** The consumer may cancel this contract without charge within **2** days following that on which each party takes possession of a duplicate of this contract.
- To cancel the contract, the consumer must:
 - (a) return the money to the merchant or his representative if he received the money at the time each party took possession of a duplicate of the contract;
 - (b) send a notice in writing to that effect, or return the money to the merchant or his representative if the money was not returned to him at the time each party took possession of a duplicate of the contract.
- The contract is cancelled, without further formality, as soon as the consumer returns the money or forwards the notice.
- **(2)** If the consumer uses the money to make full or partial payment for the purchase or lease of goods or services, he may, if the money lender and the vending or leasing merchant regularly work together with a view to the granting of loans of money to consumers, plead against the money lender any ground of defence that he may urge against the vending or leasing merchant.
- **(3)** The consumer may pay, in whole or in part, amount of his obligation before maturity.

The balance due is equal at all times to the sum of the balance of Amount of Loan and credit charges computed in accordance with the Act and the General Regulation made under the Act.

- **(4)** The consumer may, once a month and without charge, request a statement of account from the merchant; the latter must furnish him with the statement of account or forward it to him as soon as possible but at the latest within 10 days of the receipt of the request.

In addition to the statement of account prescribed above, the consumer who wishes to pay the balance of his obligation

before maturity may, at all times and without charge, request a statement of account from the merchant; the latter must furnish him with the statement of account or forward it to him as soon as possible but at the latest within 10 days of the receipt of the request.

It is in the consumer's interest to refer to sections **73, 74, 76, 91, 93** and **116** of the Consumer Protection Act (chapter P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur.

- You have required that this Contract and all documents and notices relating to this Contract be drawn up in the English language. Vous avez exigé que le présent contrat et tous les documents ou avis afférents aux présentes soient rédigés en langue anglaise.

SECURITY

- To secure the payment of the Total Obligation payable by you to Crelogix under this Contract, you hypothec in favour of Crelogix the Property and Services financed and described above, including in all present and future substitutions, replacements and additions of all or any part of the Property, all insurance claims and all proceeds from the sale or other disposition of or dealing with the Property or such proceeds or resulting from the loss or damage to any of the Property or such proceeds (collectively, the "Collateral").
- The hypothec is granted for an amount equal to the Total Obligation provided for in this Contract.
- You agree that Crelogix may take any additional steps it deems necessary to render opposable and protect the hypothec.
- You will not sell, lease or give up possession of the Collateral or your interest in it without the consent of Crelogix. You will keep the Collateral clear of all mortgages, hypothecs, liens and other claims. If you fail to do so, Crelogix may (but do not have to) pay all or part of them.
- You will notify Crelogix before you change your place of residence or permanently change the location of the Collateral. You will also notify Crelogix before you change your name.
- You will keep the Collateral in good repair and insured for at least the amount of its value against all reasonable risks (including total loss, fire and theft). If you do not do so, Crelogix may (but do not have to) make and pay for repairs and/or insure the Collateral and pay the premiums. Crelogix may inspect the Collateral at any reasonable time. If the Collateral is damaged or destroyed, your obligations under this Contract will not be affected.

PRE-AUTHORIZED DEBIT (PAD) AGREEMENT

You authorize Crelogix, its affiliates and its and their respective assignees (collectively "Crelogix" for the purposes of this PAD Authorization) and the financial institution set out below (or any other financial institution you authorize at any time) to debit the account set out below, or any other account you identify to Crelogix from time to time (the "Account") for: (a) the amount of each Deferred Payment on or shortly after each Deferred Payment Due Date (each, a "Scheduled Debit Date"); and (b) any other amount that may become due under this Contract from time to time, on or about the earlier of (i) the last banking of each calendar month; or (ii) on the next Scheduled Debit Date. For this purpose, "banking day" means a day other than Saturday or Sunday, when financial institutions in both the province of British Columbia and the province of Quebec are open for business. You acknowledge that Crelogix may contact you to obtain a separate authorization for any withdrawal on a date that is not described in this authorization. If any debit is dishonoured by your financial institution for any reason, you agree that Crelogix is entitled to issue another debit in substitution for the dishonoured debit.

Name(s) of account holder(s): _____

Name of financial institution and address: _____

Transit Number: _____ Institution Number: _____ Account Number: _____

You confirm that the loan under this Contract is for personal purposes.

You understand that Crelogix will not notify you in advance of any withdrawal and you agree to waive all pre-notification requirements in respect of all withdrawals to be drawn under this PAD Authorization. Crelogix may assign this PAD Authorization, whether directly or indirectly, by operation of law, change of control, or otherwise.

This PAD Authorization is to remain in effect until you notify Crelogix in writing of its change or termination. This notification must be received at least ten **(10)** business days before the next Scheduled Debit Date at the address noted on this Contract. However, if you cancel this PAD Authorization, you remain obligated to pay to Crelogix all amounts due and owing under this Contract. You may obtain a sample cancellation form or more information on your right to cancel this PAD Authorization at your financial institution or by visiting www.cdnpay.ca. You have certain recourse rights if any debit does not comply with this PAD Authorization. For example you have the right to receive reimbursement for any PAD that is not authorized or is not consistent with the terms of this PAD Authorization. To obtain more information on your recourse rights you may contact your financial institution or visit www.cdnpay.ca.

A sample cheque marked "VOID" must be attached. All persons whose signature is required on the account must sign below.

Signature: _____ Date: _____

Signature: _____ Date: _____

ACKNOWLEDGEMENT AND EXECUTION

You agree to the terms of this Contract.

Place of Contract: _____

Borrower **(1)**:

Signature: _____

Crelogix Acceptance Corporation

Signature: _____

Nom:

Titre:

Borrower **(2)**:

Signature: _____

CONTRAT DE PRÊT D'ARGENT
(Loi sur la protection du consommateur, art. 115)
(ASSORTI D'UNE SÛRETÉ)

Date de la formation du contrat :		Numéro du contrat :	
Emprunteur (1) :		Emprunteur (2) :	
Prêteur : Crelogix Acceptance Corporation fas Services Financiers Crelogix (collectivement avec ses successeurs et ayants cause, « Crelogix »), Suite 2650 - 630, Boulevard René-Levesque Ouest, Montréal, QC H3B1S6 Tél. : 800-667-6640 Téléc. : 800-360-9129 Courriel : customerservice@crelogix.com N° permis de l'OPC : 16880		Commerçant :	
DIVULGATIONS RELATIVES AUX FRAIS DE CRÉDIT			
Montant du prêt [1]			\$
	Intérêt [2]	\$	
	Prime de l'assurance souscrite (y compris les taxes applicables) [3] – <i>décrire :</i>	\$	
	Intérêt sur la prime de l'assurance souscrite [4]	\$	
	RDPRM et frais administratifs [5]	\$	
	Autres frais [6]	\$	
	Total des frais de crédit pour toute la durée du prêt [7= 2 + 3 + 4 + 5 +6]		\$
Obligation totale [8 = 1+ 7]			\$
Taux d'intérêt annuel	%	Taux de crédit	%
DURÉE DU PRÊT ET DATES RELIÉES AUX PAIEMENTS DIFFÉRÉS			
Date du prêt		Date d'échéance du paiement différé (ou le dernier jour du mois en l'absence d'une telle date)	
Durée du prêt (mois)		Fréquence des paiements différés	
Date d'échéance du premier paiement différé		Nombre de paiements différés	
Date d'échéance du dernier paiement différé		Montant de chaque paiement différé	\$
L'obligation totale de l'emprunteur est payable à Crelogix selon les modalités mentionnées ci-dessus. L'emprunteur donne à Crelogix, en reconnaissance ou en garantie de son obligation, les objets ou les documents suivants : _____ Crelogix exécute son obligation principale à la date du prêt.			
INFORMATION SUR LES BIENS ET LES SERVICES			
(Fournir tous les renseignements sur les biens et les services financés)			

MODALITÉS

- Vous autorisez et commandez à Crelogix de verser au Marchand, ou à un tiers désigné par le Marchand, le Montant du prêt ainsi que les frais d'assurance souscrit et taxes si applicables.
- Les frais de crédit, qu'ils soient imposés avant et après l'échéance, le défaut et le jugement, sont calculés selon la méthode prescrite par la Loi sur la protection du consommateur. Par conséquent, vous comprenez et acceptez que si un ou plusieurs paiements différés ne sont pas payés à la date d'échéance du paiement différé prévue à la page 1, le montant total des frais de crédit sera différent du montant indiqué à la case total des frais de crédit pour toute la durée du prêt de la page 1.
- Vous pouvez payer par anticipation l'intégralité ou une partie du solde de votre obligation en tout temps sans prime, frais ou pénalité. Si vous effectuez un paiement par anticipation partiel, vous devez néanmoins continuer d'effectuer chaque paiement différé comme il est indiqué dans le présent contrat jusqu'à ce que toutes les sommes dues aux termes du présent contrat soient acquittées en entier.
- Vous serez en défaut aux termes du présent contrat si les biens hypothéqués sont sur le point d'être retirés du Canada sans le consentement écrit préalable de Crelogix.
- En cas de défaut, toutes les sommes dues seront immédiatement exigibles et payables.
- **Mention exigée par la Loi sur la protection du consommateur**
(Clause de déchéance du bénéfice du terme)

Avant de se prévaloir de cette clause, le commerçant doit expédier au consommateur un avis écrit et un état de compte.

Dans les **30** jours qui suivent la réception par le consommateur de l'avis et de l'état de compte, le consommateur peut :

- a) soit remédier au fait qu'il est en défaut;
- b) soit présenter une requête au tribunal pour faire modifier les modalités de paiement prévues au présent contrat.

Le consommateur aura avantage à consulter les articles **104 à 110** de la *Loi sur la protection du consommateur* (chapitre P-40.1) et, au besoin, à communiquer avec l'Office de la protection du consommateur.

- Si vous êtes en défaut et si elle respecte votre droit à recevoir un avis en vertu de la loi, Crelogix a le droit de prendre une ou plusieurs des mesures qui suivent peu importe l'ordre : (i) prendre possession de la totalité ou d'une partie des biens hypothéqués; (ii) entreposer, vendre, louer ou aliéner par ailleurs la totalité ou une partie des biens hypothéqués; (iii) vous poursuivre pour le montant que vous devez à Crelogix et (iv) exercer les autres droits que Crelogix peut avoir. Le produit de la vente, de la location ou de toute autre aliénation sera réduit du montant que vous devez à Crelogix, et vous verserez à Crelogix tout montant encore dû.
- La renonciation à un défaut par Crelogix ne constituera pas une renonciation à des défauts futurs.
- Si le présent contrat est signée par plus d'un emprunteur, chacun d'entre vous convient que : (i) chaque mention des mots « vous », « votre » ou « vos » dans le présent contrat renvoi à chacun d'entre vous; (ii) chacun d'entre vous est responsable aux termes du présent contrat de façon solidaire; (iii) n'importe lequel d'entre vous peut agir pour l'ensemble d'entre vous aux termes de la présente convention et les actions posées par n'importe lequel d'entre vous lient l'ensemble d'entre vous; (iv) chaque déclaration faite, garantie donnée et engagement pris par vous est faite, donnée ou pris par chacun d'entre vous de façon solidaire; et (v) une ou plusieurs actions distinctes peuvent être intentées contre n'importe lequel d'entre vous peu importe qu'une action soit intentée contre l'un ou plusieurs ou l'ensemble d'entre vous ou qu'une autre partie se joigne à une telle ou à de telles actions. Chacun d'entre vous renonce à tout droit nous obligeant à intenter une action contre une autre partie ou à demander un autre redressement au nom de Crelogix (y compris la renonciation au bénéfice de discussion).
- Toutes les sommes d'argent dans le présent contrat sont exprimées et payables en dollars canadiens.
- Le présent contrat est régi par les lois de la province de Québec et les lois du Canada qui s'y appliquent.
- **Mention exigée par la Loi sur la protection du consommateur**
(Contrat de prêt d'argent)

1) Le consommateur peut résoudre, sans frais, le présent contrat dans les **2** jours qui suivent celui où chaque partie prend possession d'un double du contrat.

Pour résoudre le contrat, le consommateur doit :

- a) remettre l'argent au commerçant ou à son représentant, s'il a reçu l'argent au moment où chaque partie a pris possession d'un double du contrat;
- b) expédier un avis écrit à cet effet ou remettre l'argent au commerçant ou à son représentant si l'argent ne lui a pas été remis au moment où chaque partie a pris possession d'un double du contrat.

Le contrat est résolu, sans autre formalité, dès que le consommateur remet l'argent ou expédie l'avis.

2) Si le consommateur utilise l'argent pour payer en totalité ou en partie l'achat ou le louage d'un bien ou d'un service, il peut, si le prêteur d'argent et le commerçant vendeur ou locateur collaborent régulièrement en vue de l'octroi de prêts d'argent à des consommateurs, opposer au prêteur d'argent les moyens de défense qu'il peut faire valoir à l'encontre du commerçant vendeur ou locateur.

3) Le consommateur peut payer en tout ou en partie son obligation avant échéance.

Le solde dû est égal en tout temps à la somme du solde du Montant du prêt et des frais de crédit calculés conformément à

la Loi et au Règlement général adopté en vertu de cette Loi.

4) Le consommateur peut, une fois par mois et sans frais, demander un état de compte au commerçant; ce dernier doit le fournir ou l'expédier aussitôt que possible mais au plus tard dans les **10** jours de la réception de la demande.

En plus de l'état de compte ci-dessus prévu, le consommateur qui veut payer avant échéance le solde de son obligation peut, en tout temps et sans frais, demander un état de compte au commerçant; ce dernier doit le fournir ou l'expédier aussitôt que possible mais au plus tard dans les **10** jours de la réception de la demande.

Le consommateur aura avantage à consulter les articles **73, 74, 76, 91, 93** et **116** de la *Loi sur la protection du consommateur* (chapitre P- **40.1**) et, au besoin, à communiquer avec l'Office de la protection du consommateur.

SÛRETÉ

- Afin de garantir le paiement de l'obligation totale payable par vous à Crelogix aux termes du présent contrat, vous hypothéquez en faveur de Crelogix les biens et les services financés décrits ci-dessus ainsi que tous les biens qui s'y rapportent ou qui en résultent, y compris l'ensemble des substitutions, remplacements et des ajouts présents et futurs touchant la totalité ou une partie des biens, l'ensemble des réclamations d'assurance et du produit tiré de la vente ou de toute autre aliénation ou de tout autre traitement des biens ou de ce produit ou résultant de la perte ou de l'endommagement de l'un des biens ou de ce produit (collectivement, les « biens hypothéqués »).
- L'hypothèque est consentie pour un montant égal à l'obligation totale prévue au présent contrat.
- Vous convenez que Crelogix peut prendre les mesures supplémentaires qu'elle juge nécessaires pour rendre opposable et protéger l'hypothèque.
- Vous ne vendrez pas, ne louerez pas ni ne renoncerez à posséder les biens hypothéqués ou votre intérêt dans ceux-ci sans le consentement de Crelogix. Vous conserverez les biens hypothéqués libres d'hypothèques, de privilèges et d'autres réclamations. Si vous omettez de le faire, Crelogix peut en payer la totalité ou une partie (mais elle n'est pas tenue de le faire).
- Vous aviserez Crelogix avant de changer votre lieu de résidence ou de changer de façon permanente l'emplacement des biens hypothéqués. Vous aviserez également Crelogix avant de changer votre nom.
- Vous conserverez les biens hypothéqués en bon état et les garderez assurés pour au moins le montant de leur valeur contre tous les risques raisonnables (y compris la perte totale, le feu et le vol). Si vous omettez de le faire, Crelogix peut effectuer et payer les réparations et/ou assurer les biens hypothéqués et payer les primes (mais elle n'est pas tenue de le faire). Crelogix peut inspecter les biens hypothéqués à tout moment raisonnable. Si l'un ou l'autre des biens hypothéqués est endommagé ou détruit, vos obligations aux termes du présent contrat ne seront pas touchées.

DÉBIT PRÉAUTORISÉ

Vous autorisez Crelogix, les membres de son groupe et l'un ou l'autre de ses cessionnaires (appelés collectivement dans la présente autorisation « Crelogix » ou « nous ») et l'institution financière indiquée ci-dessous (ou tout autre institution financière que vous pouvez nous indiquer de temps à autre) à faire des retraits du compte bancaire indiqué ci-dessous, ou sur tout autre compte bancaire que vous pouvez nous indiquer de temps à autre (le « compte »), pour a) le montant du paiement différé à chaque date d'échéance du paiement différé ou peu après (chacune, une « date de débit prévue »); ET b) tout autre montant qui peut devenir exigible aux termes du présent contrat (i) le dernier jour ouvré de chaque mois civil ou aux alentours de celui-ci; ou, si cette date est antérieure, (ii) à la prochaine date de débit prévue. À cette fin, un « jour ouvré » désigne un jour, sauf un samedi ou un dimanche, où les institutions financières de la province de Colombie-Britannique et de la province de Québec sont ouvertes au public. Vous reconnaissez que Crelogix peut communiquer avec vous pour obtenir une autorisation distincte pour un retrait à une date qui n'est pas indiquée dans la présente autorisation. Si votre institution financière refuse d'effectuer un débit pour quelque raison que ce soit, vous convenez que nous avons le droit d'effectuer un autre débit pour remplacer celui qui a été refusé.

Nom(s) du (des) titulaire(s) de compte : _____

Nom de la banque et adresse : _____

Transit/ Numéro de banque/ Numéro de compte : _____

(et joindre un chèque portant la mention « NUL »)

Vous confirmez que le prêt consenti aux termes du présent contrat est destiné à des fins personnelles.

Vous comprenez que nous ne vous aviserons pas à l'avance d'un retrait et vous convenez de renoncer à toutes les exigences de préavis à l'égard de tous les retraits devant être effectués aux termes de la présente autorisation de DPA. Nous pouvons céder la présente autorisation, soit directement soit indirectement, par effet de la loi, à la suite d'un changement de contrôle ou d'une autre manière.

La présente autorisation demeure en vigueur jusqu'à ce que vous avisiez Crelogix par écrit de sa modification ou de sa résiliation. Cet avis doit être reçu au moins dix (**10**) jours ouvrables avant la prochaine date de débit prévue à l'adresse indiquée dans le présent contrat. Cependant, si vous annulez la présente autorisation, vous demeurerez tenu de nous payer Crelogix toutes les sommes exigibles ou dues aux termes du présent contrat. Vous pouvez obtenir un formulaire d'annulation ou de plus amples renseignements sur votre droit d'annuler la présente autorisation à votre institution financière ou en visitant le site www.cdnpay.ca. Vous avez certains droits de recours si un débit n'est pas conforme à la présente autorisation. Par exemple, vous avez le droit de vous faire rembourser tout DPA qui n'est pas autorisé ou qui n'est pas conforme à la présente autorisation. Afin d'obtenir de plus amples renseignements sur vos droits de recours, vous pouvez communiquer avec votre institution financière ou visiter le site www.cdnpay.ca.

Un spécimen de chèque portant la mention « NUL » doit être joint. Toutes les personnes dont la signature est requise sur le compte doivent signer ci-dessous :

Signature : _____ Date : _____

Signature : _____ Date : _____

RECONNAISSANCE ET SIGNATURE

Vous acceptez les modalités du présent contrat.

Lieu de formation du contrat : _____

Emprunteur **(1)** :

Signature : _____

Emprunteur **(2)** :

Signature : _____

Crelogix Acceptance Corporation :

Signature : _____

Nom :

Titre :

TAB B

APPENDIX B

Quebec Template Loan Agreement 2 - French & English

CONTRACT FOR THE LOAN OF MONEY
(Consumer Protection Act, s. 115)
(UNSECURED)

Date on which the Contract is made:		Contract Number:	
Borrower (1):		Borrower (2):	
Lender: Crelogix Acceptance Corporation (together with its Suite 2650 - 630, Boulevard René-Levesque Ouest, Montréal, QC H3B1S6 Telephone: 800 667-6640 Fax: 800 360-9129 email: customerservice@crelogix.com OPC Permit #: 16880		Merchant:	
DISCLOSURES REGARDING CREDIT CHARGES			
Amount of Loan [1]			\$
	Interest [2]	\$	
	Insurance Premium Subscribed for (including any applicable taxes) [3]	\$	
	Interest on the Insurance Premium [4]	\$	
	RDPRM and Administrative Fees [5]	\$	
	Other Fees [6]	\$	
	Total Credit Charges for the Term of Loan [7 = 2 + 3 + 4 + 5 + 6]	\$	
Total Obligation [8 = 1 + 7]			\$
Annual interest rate	%	Credit Rate	%
TERM OF LOAN & DATES RELATING TO THE DEFERRED PAYMENT			
Date of Loan		Deferred Payment Due Date (or the last day of the month if there is no such date)	
Term of Loan (months)		Frequency of Deferred Payments	
First Deferred Payment Due Date		Number of Deferred Payments	
Final Deferred Payment Due Date		Deferred Payment	\$
The Total Obligation of the Borrower is payable to Crelogix in accordance with the terms and condition mentioned above. The Borrower gives to Crelogix as acknowledgment of or security for his obligation the following objects or documents: None. Crelogix performs its principal obligation on the Date of the Loan.			

TERMS AND CONDITIONS

- You authorize Crelogix to pay the amount of the Amount of Loan to the Merchant on the Date of the Loan.
- You may prepay the full outstanding balance due under this Contract and may make partial prepayments at any time without any prepayment bonus, charge or penalty. If you make a partial prepayment, you must still continue to pay each Deferred Payment as set out in this Contract until all amounts due under this Contract are paid in full.
- In the event of a default, all amounts owing will be immediately due and payable.
- Clause required under the Consumer Protection Act
- (Clause of forfeiture of benefit of the term)

Before availing himself of this clause, the merchant must send the consumer a notice in writing and a statement of account.

Within **30** days following receipt by the consumer of the notice and the statement of account, the consumer may:

- (a) either remedy the fact that he is in default;
- (b) or present a motion to the court to have the terms and conditions of payment prescribed in this contract changed.

It is in the consumer's interest to refer to sections **104 to 110** of the Consumer Protection Act (chapter P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur.

- A waiver of default by Crelogix will not operate as a waiver of future defaults.
- You irrevocably authorize Crelogix to pay to the Merchant or as otherwise directed by the Merchant, the Amount of Loan and Crelogix to remit the applicable loan protection premium and any associated loan protection sales tax to the insurer.
- If this Contract is signed by more than one Borrower, each of you agrees that: (i) each reference to "you" or "your" in this Contract refers to each of you; (ii) each of you is liable under this Contract on a solidary, joint and several basis; (iii) each representation, warranty, covenant and undertaking made by you is made by each of you on a solidary, joint and several basis; and (iv) a separate action or actions may be brought and prosecuted against any of you whether an action is brought against one or more or all of you or whether any other party is joined in any such action or actions. Each of you waives any right to require us to proceed against any other party or pursue any other remedy in Crelogix's power (including waiving the right to the benefit of division).
- All monetary amounts in this Contract are expressed in and are payable in Canadian dollars.
- This Contract is governed by the laws of the province of Quebec and the laws of Canada applicable thereto.
- Clause required under the Consumer Protection Act.
- (Contract for the loan of money)

(1) The consumer may cancel this contract without charge within **2** days following that on which each party takes possession of a duplicate of this contract.

To cancel the contract, the consumer must:

- (a) return the money to the merchant or his representative if he received the money at the time each party took possession of a duplicate of the contract;
- (b) send a notice in writing to that effect, or return the money to the merchant or his representative if the money was not returned to him at the time each party took possession of a duplicate of the contract.

The contract is cancelled, without further formality, as soon as the consumer returns the money or forwards the notice.

(2) If the consumer uses the money to make full or partial payment for the purchase or lease of goods or services, he may, if the money lender and the vending or leasing merchant regularly work together with a view to the granting of loans of money to consumers, plead against the money lender any ground of defence that he may urge against the vending or leasing merchant.

(3) The consumer may pay, in whole or in part, amount of his obligation before maturity.

The balance due is equal at all times to the sum of the balance of Amount of Loan and credit charges computed in accordance with the Act and the General Regulation made under the Act.

(4) The consumer may, once a month and without charge, request a statement of account from the merchant; the latter must furnish him with the statement of account or forward it to him as soon as possible but at the latest within **10** days of the receipt of the request.

In addition to the statement of account prescribed above, the consumer who wishes to pay the balance of his obligation before maturity may, at all times and without charge, request a statement of account from the merchant; the latter must

furnish him with the statement of account or forward it to him as soon as possible but at the latest within **10** days of the receipt of the request.

It is in the consumer's interest to refer to sections **73, 74, 76, 91, 93** and **116** of the Consumer Protection Act (chapter P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur.

- You have required that this Contract and all documents and notices relating to this Contract be drawn up in the English language. Vous avez exigé que le présent contrat et tous les documents ou avis afférents aux présentes soient rédigés en langue anglaise.

PRE-AUTHORIZED DEBIT (PAD) AGREEMENT

You authorize Crelogix, its affiliates and its and their respective assignees (collectively "Crelogix" for the purposes of this PAD Authorization) and the financial institution set out below (or any other financial institution you authorize at any time) to debit the account set out below, or any other account you identify to Crelogix from time to time (the "Account") for: (a) the amount of each Regular Payment on or shortly after each Deferred Payment Due Date (each, a "Scheduled Debit Date"); and (b) any other amount that may become due under this Contract from time to time, on or about the earlier of (i) the last banking day of each calendar month or (ii) the next Scheduled Debit Date. For this purpose "banking day" means a day, other than Saturday or Sunday, when financial institutions in both the Province of British Columbia and in the province of Quebec are open for business. You acknowledge that Crelogix may contact you to obtain a separate authorization for any withdrawal on a date that is not described in this authorization. If any debit is dishonoured by your financial institution for any reason, you agree that Crelogix is entitled to issue another debit in substitution for the dishonoured debit.

Name(s) of account holder(s): _____

Name of financial institution and address: _____

Transit Number: _____ Institution Number: _____ Account Number: _____

You confirm that the loan under this Contract is for personal purposes.

You understand that Crelogix will not notify you in advance of any withdrawal and you agree to waive all pre-notification requirements in respect of all withdrawals to be drawn under this PAD Authorization. Crelogix may assign this PAD Authorization, whether directly or indirectly, by operation of law, change of control, or otherwise.

This PAD Authorization is to remain in effect until you notify Crelogix in writing of its change or termination. This notification must be received at least ten **(10)** business days before the next Scheduled Debit Date at the address noted on this Contract. However, if you cancel this PAD Authorization, you remain obligated to pay to Crelogix all amounts due and owing under this Contract. You may obtain a sample cancellation form or more information on your right to cancel this PAD Authorization at your financial institution or by visiting www.cdnpay.ca. You have certain recourse rights if any debit does not comply with this PAD Authorization. For example you have the right to receive reimbursement for any PAD that is not authorized or is not consistent with the terms of this PAD Authorization. To obtain more information on your recourse rights, you may contact your financial institution or visit www.cdnpay.ca.

A sample cheque marked "VOID" must be attached. All persons whose signature is required on the account must sign below.

Signature: _____ Date: _____

Signature: _____ Date: _____

ACKNOWLEDGEMENT AND EXECUTION

You agree to the terms of this Contract.

Place of Contract: _____

Borrower **(1)**:

Signature: _____

Borrower **(2)**:

Signature: _____

Crelogix Acceptance Corporation:

Signature : _____

Nom :

Titre :

CONTRAT DE PRÊT D'ARGENT
(Loi sur la protection du consommateur, art. 115)
(NON ASSORTI D'UNE SÛRETÉ)

Date de la formation du contrat :		Numéro du contrat :	
Emprunteur (1) :		Emprunteur (2) :	
Prêteur : Crelogix Acceptance Corporation (collectivement avec ses successeurs et ayants cause, « Crelogix »), Suite 2650 - 630, Boulevard René-Levesque Ouest Montréal, Québec H3B 1S6 Tél. : 800-667-6640 Téléc. : 800-360-9129 Courriel : customerservice@crelogix.com N° permis de l'OPC : 16880		Commerçant :	

DIVULGATIONS RELATIVES AUX FRAIS DE CRÉDIT			
Capital net [1]	\$		\$
	Intérêt [2]	\$	
	Prime de l'assurance souscrite (y compris les taxes applicables) [3] – décrire :	\$	
	Intérêt sur la prime de l'assurance souscrite [4]	\$	
	RDPRM et frais administratifs [5]	\$	
	Autres frais [6]	\$	
	Total des frais de crédit pour toute la durée du prêt [7 = 2 + 3 + 4 + 5 + 6]	\$	
Obligation totale [8 = 1 + 7]			\$
Taux de crédit	%		

DURÉE DU PRÊT ET DATES RELIÉES AUX PAIEMENTS DIFFÉRÉS			
Date du prêt		Date d'échéance du paiement différé (ou le dernier jour du mois en l'absence d'une telle date)	
Durée du prêt (mois)		Fréquence des paiements différés	Mensuelle
Date d'échéance du premier paiement différé		Nombre de paiements différés	
Date d'échéance du dernier paiement différé		Montant de chaque paiement différé	\$

L'obligation totale de l'emprunteur est payable à Crelogix selon les modalités mentionnées ci-dessus.

L'emprunteur donne à Crelogix, en reconnaissance ou en garantie de son obligation, les objets ou les documents suivants : aucun.

Crelogix exécute son obligation principale à la date du prêt.

MODALITÉS

- Vous autorisez Crelogix à verser le capital net au commerçant à la date du prêt.
- Les frais de crédit, qu'ils soient imposés avant et après l'échéance, le défaut et le jugement, sont calculés selon la méthode prescrite par la *Loi sur la protection du consommateur*. Par conséquent, vous comprenez et acceptez que si un ou plusieurs paiements différés ne sont pas payés à la date d'échéance du paiement différé prévue à la page 1, le montant total des frais de crédit sera différent du montant indiqué à la case total des frais de crédit pour toute la durée du prêt de la page 1.
- Vous pouvez payer par anticipation l'intégralité ou une partie du solde de votre obligation en tout temps sans prime, frais ou pénalité. Si vous effectuez un paiement par anticipation partiel, vous devez néanmoins continuer d'effectuer chaque paiement différé comme il est indiqué dans le présent contrat jusqu'à ce que toutes les sommes dues aux termes du présent contrat soient acquittées en entier.
- En cas de défaut, toutes les sommes dues seront immédiatement exigibles et payables.
- Mention exigée par la *Loi sur la protection du consommateur*
- (Clause de déchéance du bénéfice du terme)

Avant de se prévaloir de cette clause, le commerçant doit expédier au consommateur un avis écrit et un état de compte.

Dans les **30** jours qui suivent la réception par le consommateur de l'avis et de l'état de compte, le consommateur peut :

- a) soit remédier au fait qu'il est en défaut;
- b) soit présenter une requête au tribunal pour faire modifier les modalités de paiement prévues au présent contrat;

Le consommateur aura avantage à consulter les articles **104 à 110** de la *Loi sur la protection du consommateur* (chapitre P-40.1) et, au besoin, à communiquer avec l'Office de la protection du consommateur.

- La renonciation à un défaut par Crelogix ne constituera pas une renonciation à des défauts futurs.
- Si le présent contrat est signé par plus d'un emprunteur, chacun d'entre vous convient que : (i) chaque mention des mots « vous », « votre » ou « vos » dans le présent contrat renvoie à chacun d'entre vous; (ii) chacun d'entre vous est responsable aux termes du présent contrat de façon solidaire; (iii) n'importe lequel d'entre vous peut agir pour l'ensemble d'entre vous aux termes de la présente convention et les actions posées par n'importe lequel d'entre vous lient l'ensemble d'entre vous; (iv) chaque déclaration faite, garantie donnée et engagement pris par vous est faite, donnée ou pris par chacun d'entre vous de façon solidaire; et (v) une ou plusieurs actions distinctes peuvent être intentées contre n'importe lequel d'entre vous peu importe qu'une action soit intentée contre l'un ou plusieurs ou l'ensemble d'entre vous ou qu'une autre partie se joigne à une telle ou à de telles actions. Chacun d'entre vous renonce à tout droit nous obligeant à intenter une action contre une autre partie ou à demander un autre redressement au nom de Crelogix (y compris la renonciation au bénéfice de division).
- Toutes les sommes d'argent du présent contrat sont exprimées et payables en dollars canadiens.
- Le présent contrat est régi par les lois de la province de Québec et les lois du Canada qui s'y appliquent.
- Mention exigée par la *Loi sur la protection du consommateur*
- (Contrat de prêt d'argent)

(1) Le consommateur peut résoudre le présent contrat sans frais dans les **2** jours qui suivent celui où chacune des parties est entrée en possession d'un double du contrat.

Pour résoudre le contrat, le consommateur doit :

- a) remettre l'argent au commerçant ou à son représentant, s'il l'a reçu au moment où chacune des parties est entrée en possession d'un double du contrat;
- b) envoyer un avis écrit à cet effet ou remettre l'argent au commerçant ou à son représentant, si l'argent ne lui pas été remis au moment où chacune des parties est entrée en possession d'un double du contrat.

Le contrat est résolu, sans autre formalité, dès que le consommateur remet l'argent ou dès qu'il envoie l'avis.

(2) Si le consommateur utilise l'argent pour payer en totalité ou en partie l'achat ou le louage d'un bien ou la prestation d'un service, il peut, si le prêteur d'argent et le commerçant vendeur ou locateur collabore régulièrement en vue de l'octroi de prêts d'argent à des consommateurs, opposer au prêteur d'argent les moyens de défense qu'il peut faire valoir à l'encontre du commerçant vendeur ou locateur.

(3) Le consommateur peut payer en tout ou en partie son obligation avant échéance.

Le solde dû est égal en tout temps à la somme du solde du capital net et des frais de crédit calculés conformément à la Loi et au Règlement général adopté en vertu de cette Loi.

(4) Le consommateur peut, une fois par mois et sans frais, demander un état de compte au commerçant; ce dernier doit le fournir ou l'expédier aussitôt que possible mais au plus tard dans les **10** jours de la réception de la demande.

En plus de l'état de compte ci-dessus prévu, le consommateur qui veut payer avant échéance le solde de son obligation peut, en tout temps et sans frais, demander un état de compte au commerçant; ce dernier doit le fournir ou l'expédier aussitôt que possible mais au plus tard dans les **10** jours de la réception de la demande.

Le consommateur aura avantage à consulter les articles **73, 74, 76, 91, 93** et **116** de la *Loi sur la protection du consommateur* (chapitre P- 40.1) et, au besoin, à communiquer avec l'Office de la protection du consommateur.

DÉBIT PRÉAUTORISÉ

Vous autorisez Crelogix, les membres de son groupe et l'un ou l'autre de ses cessionnaires (appelés collectivement dans la présente autorisation « Crelogix » et « nous ») et l'institution financière indiqués ci-dessous (ou toute autre institution financière que vous pouvez nous indiquer de temps à autre) à faire des retraits du compte bancaire indiqué ci-dessous, ou sur tout autre compte bancaire que vous pouvez nous indiquer de temps à autre (le « compte »), pour a) le montant du paiement différé à chaque date d'échéance du paiement différé ou peu après (chacune, une « date de débit prévue »); ET b) tout autre montant qui peut devenir exigible aux termes du présent contrat (i) le dernier jour ouvré de chaque mois civil ou aux alentours de celui-ci; ou, si cette date est antérieure, (ii) à la prochaine date de débit prévue. À cette fin, un « jour ouvré » désigne un jour, sauf un samedi ou un dimanche, où les institutions de la province de Colombie-Britannique et de la province de Québec sont ouvertes au public. Vous reconnaissez que Crelogix peut communiquer avec vous pour obtenir une autorisation distincte pour un retrait à une date qui n'est pas indiquée dans la présente autorisation. Si votre institution financière refuse d'effectuer un débit pour quelque raison que ce soit, vous convenez que nous avons le droit d'effectuer un autre débit pour remplacer celui qui a été refusé.

Nom(s) du (des) titulaire(s) de compte : _____

Nom de la banque et adresse : _____

Numéro de banque/transit/numéro de compte : _____

Numéro : _____ (et joindre un chèque portant la mention « NUL »)

Vous confirmez que le prêt consenti aux termes du présent contrat est destiné à des fins personnelles.

Vous comprenez que nous ne vous aviserons pas à l'avance d'un retrait et vous convenez de renoncer à toutes les exigences de préavis à l'égard de tous les retraits devant être effectués aux termes de la présente autorisation de DPA. Nous pouvons céder la présente autorisation, soit directement soit indirectement, par effet de la loi, à la suite d'un changement de contrôle ou d'une autre manière.

La présente autorisation demeure en vigueur jusqu'à ce que vous avisiez Crelogix par écrit de sa modification ou de sa résiliation. Cet avis doit être reçu au moins dix **(10)** jours ouvrables avant la prochaine date de débit prévue à l'adresse indiquée dans le présent contrat. Cependant, si vous annulez la présente autorisation, vous demeurez tenu de payer Crelogix toutes les sommes exigibles ou dues aux termes du présent contrat. Vous pouvez obtenir un formulaire d'annulation ou de plus amples renseignements sur votre droit d'annuler la présente autorisation à votre institution financière ou en visitant le site www.cdnpay.ca. Vous avez certains droits de recours si un débit n'est pas conforme à la présente autorisation. Par exemple, vous avez le droit de vous faire rembourser tout DPA qui n'est pas autorisé ou qui n'est pas conforme à la présente autorisation. Afin d'obtenir de plus amples renseignements sur vos droits de recours, vous pouvez communiquer avec votre institution financière ou visiter le site www.cdnpay.ca.

Un spécimen de chèque portant la mention « NUL » doit être joint. Toutes les personnes dont la signature est requise sur le compte doivent signer ci-dessous :

Signature : _____ Date : _____

Signature : _____ Date : _____

RECONNAISSANCE ET SIGNATURE

Vous acceptez les modalités du présent contrat.

Lieu de formation du contrat : _____

Emprunteur **(1)** :

Emprunteur **(2)** :

Signature : _____

Signature : _____

Crelogix Acceptance Corporation:

Signature : _____

Nom :

Titre :

TAB C

APPENDIX C

Other Template Loan Agreements

CONSUMER PROMISSORY NOTE

Date of Contract:	Seller Number:	Contract Number:
Buyer (1):		Buyer (2):
Seller:		Crelogix: Crelogix Acceptance Corporation Suite 900, 4445 Lougheed Hwy. Burnaby, B.C. V5C 0E4 Telephone: 800 667-6640 Fax: 800 360-9129 email: customerservice@crelogix.com

DESCRIPTION OF GOODS/SERVICES PURCHASED

Delivery Date and / or Completion of Goods / Services Purchased:

FINANCIAL TERMS

1 Price of Goods/Service (exclusive of taxes)	\$	11 Loan Protection	\$ DECLINED
2	\$	12	\$
3	\$	13	\$
4	\$	14	\$
5	\$	15 GST/HST	\$
6	\$	16 PST	\$
7	\$	17 Subtotal (sum of items 1 – 16)	\$
8	\$	18 Down Payment	\$
9	\$	19 Amount Financed	\$
10 Optional Insurance	\$		

TERMS & CONTRACT PAYMENT DATES

20 Term of Contract		23 Regular Payment Due Date	
21 Amortization Period of Contract		24 First Regular Payment Due Date	
22 Interest Commencement Date		25 Final Regular Payment Due Date	

REGULAR PAYMENTS & COST OF BORROWING

26 Regular Monthly Payment	\$	31 Cost of Credit (30 – 19)	\$
27 Total Number of Regular Payments		32 Annual Percentage Rate	%
28 Total Payments (26 X 27)	\$	33 Annual Interest Rate	%
29 Final Payment Amount	\$	34 Amount Due on Signing (18)	\$
30 Total Finance Cost (28 + 29)	\$		

PERSONAL INFORMATION

You hereby authorize Crelogix and any of its representatives or partners to collect, use and disclose your personal information for the purposes of investigating and providing financial services. You have been informed by Crelogix or its partners or representatives, that your personal information is collected, used and disclosed for the following purposes: (1) to collect credit and related financial information from you, from credit agencies, and from any parties listed herein, (2) to use the information collected to determine your financial situation, to provide financial services you have requested and to offer additional products and services of Crelogix that may be of benefit to you, (3) to share the information with assignees, bankers or funding partners of Crelogix, (4) to share the information collected and any information on your commercial dealings with Crelogix with credit agencies or other financial institutions. Further, you specifically acknowledge that Crelogix may assign this contract and any related contracts in whole or in part from time to time and you agree that any personal information collected in relation to this contract may be made available to any such proposed assignee. If you have enquiries regarding personal information, contact Crelogix' Privacy Officer at privacyofficer@Crelogix.com.

ACKNOWLEDGEMENT AND EXECUTION

You acknowledge: (1) receipt of a completed copy of this Note, (2) having an opportunity to accept or decline this Note and to correct errors immediately before entering into this Note, (3) reading this Note, including page 2, (4) agreeing to the terms of this Note, (5) this Note may be assigned to Crelogix and may be reassigned thereafter and consenting to the assignment and reassignments, and **(6) agreeing and consenting to the collection, use and disclosure of your personal information as contemplated in the Personal Information section.**

Executed at: _____ on _____	
Buyer (1): Driver's Licence No: Signature: _____ Seller: _____ Name: _____ Title (Authorized Signatory): _____	Buyer (2): Driver's Licence No: Signature: _____ Salesperson: _____ Name: _____

Date of Contract: _____	Seller Number: _____	Contract Number: _____
PREAUTHORIZED DEBIT		
<p>You authorize Crelogix and its affiliates (collectively and henceforth know as Crelogix) and its assignees and the financial institution (or any other financial institution you authorize at any time) to begin deductions in the amount of \$_____ for monthly regular recurring payments on the _____ of each month and any one time payments from time to time, for payment of all charges arising under this consumer note.</p>		
<p>Name(s) of Account Holder(s): _____</p>		
<p>Name of Bank and Address: _____</p>		
<p>Transit Number: _____ Institution Number: _____ Account Number: _____</p>		
<p>You confirm the goods or services being financed are for personal use.</p>		
<p>You understand and agree that Crelogix may at any time collect any amount due on the account a the date of the electronic payment request is sent to the authorized financial institution, including but not limited to monthly payment arrears, NSF charges or any other fees as set out in this consumer note. You agree to waive the necessity for any further authorization from you to vary the amount or date of the payment taken, if needed to bring the account up to date, or pay any outstanding charges.. You also waive the right to any requirements for pre-notification in the event that the normal payment amount varies for these reasons.</p>		
<p>This authority is to remain in effect until you notify Crelogix of its change or termination. This notification must be received at least ten (10) business days before the next debit at the address noted on the contract. You may obtain a sample cancellation form or more information on your right to cancel this agreement at your financial institution or by visiting www.cdnpay.ca.</p>		
<p>You have certain recourse rights if debit does not comply with this agreement. For example you have the right to receive reimbursements for any PAD that is not authorized or is not consistent with the terms of this agreement. To obtain more information on your rights you may contact your financial institution or visit www.cdnpay.ca.</p>		
<p>A sample cheque marked "VOID" must be attached.</p>		
LOAN PROTECTION FOR BUYER		
You confirm that you have declined to purchase Loan Protection.		
TERMS AND CONDITIONS		
<ul style="list-style-type: none"> ▪ For value received, you promise to pay, as set out below, to the Seller (and you acknowledge this Note may be assigned to Crelogix), at the above address of Crelogix or such other address as Crelogix may direct, the Amount Financed and interest calculated and compounded monthly in arrears at the Annual Percentage Rate, after as well as before maturity, default and demand, with the interest on overdue interest at the Annual Percentage Rate. Interest will begin to accrue from the date of this Note. ▪ You will pay a fee of \$40 for any electronic funds, transfer debits, cheques or other types of payments that are returned unpaid for any reason. You will pay any other reasonable amount that reflects costs incurred by Crelogix because a cheque or other payment instrument given by you was dishonoured ("Fees for NSF and Late Payments") but in no event will any fees be charged or payable if the result is to cause the effective annual rate of interest charged to exceed any limit set by law. ▪ You agree to pay all fees, charges or taxes assessed in respect of this Note by any government authority. Crelogix may change the Regular Monthly Payments without prior notice for increases or decreases in fees, charges and taxes assessed by any government authority. ▪ The Amount Financed and interest shall be due and payable in monthly instalments as set out in the Financial Terms & Payment Schedule starting on the First Regular Payment Due Date and continuing for the Term of the Contract. 	<ul style="list-style-type: none"> ▪ Payments are blended payments and will first be applied to unpaid Fees for NSF and Late Payments, then accrued interest and then the Amount Financed. Payments may be applied and reapplied. ▪ You may prepay the full outstanding balance of this Note at any time and may make partial payments on any Regular Payment Due Date without any prepayment charge or penalty. Upon your request made not more often than once in any month Crelogix will advise you of the amount outstanding. ▪ It is a default under this Note if you fail to make a payment when due under this Note, breach any other obligation under this Note, provide incorrect or misleading information in this Note or in any other document provided to the Seller or Crelogix, become or are insolvent, commit an act of bankruptcy or breach any other obligation to Crelogix. In the event of a default, upon demand by Crelogix, all amounts owing under this Note will be immediately due and payable. ▪ A waiver of default by Crelogix will not operate as a waiver of future defaults. ▪ Your obligations, if there is more than one Buyer, are joint and several. ▪ Crelogix may assign this Note in whole or in part without notice to you and such assignee will have all the rights of Crelogix under this Note. ▪ Nothing herein will require the Seller or Crelogix to advance money. ▪ This Note shall be governed and construed in accordance by the laws of the province of set out in your address above. 	
<p>I have read and agreed to the above Preauthorized Debit, Loan Protection for Buyer and Terms and Conditions.</p>		
<p>Buyer (1): _____</p>	<p>Buyer (2): _____</p>	

CONSUMER LOAN AGREEMENT (SECURED)

Date of Agreement:		Agreement Number:	
Borrower (1):		Borrower (2):	
Lender: Crelogix Acceptance Corporation (together with its successor and assigns, "Crelogix"), Suite 900, 4445 Lougheed Hwy, Burnaby, B.C. V5C 0E4 Telephone: 800 667-6640 Fax: 800 360-9129 email: customerservice@crelogix.com		Merchant: [insert name, address]	

FINANCIAL TERMS

Amount of Loan	\$	Filing Fees	\$
Loan Protection	\$	Sum of Loan Protection and Filing Fees	\$
Sales Tax on Loan Protection (if applicable)	\$	Amount Financed	\$

TERM & AGREEMENT PAYMENT DATES

Date of Loan		Regular Payment Due Date (or the last day of the month if there is no such date)	
Term of Loan (months)		Payment Frequency	[monthly/bi-weekly/ semi-monthly/other]
Amortization Period of Loan (months)		First Regular Payment Due Date	
Interest Start Date		Final Regular Payment Due Date	

REGULAR PAYMENTS & COST OF BORROWING

Regular Payment	\$	Total Cost of Credit / Cost of Borrowing	\$
Total Number of Regular Payments		Annual Percentage Rate	%
Total Regular Payments ("Total Amount")	\$	Annual Interest Rate	%

PROPERTY AND SERVICES INFORMATION

(Provide full details of Property and Services being financed)

ACKNOWLEDGEMENT AND EXECUTION

Each person who signs this Consumer Loan Agreement (together with any schedule that is referred to in this agreement, "this Agreement") as Borrower ("you" or "your") acknowledges: (1) that Crelogix is financing your acquisition of the property (the "Property") and services (the "Services") described in the above "Property and Services Information" section and in any schedule, which is referred to in such section; (2) receipt of a completed copy of this Agreement; (3) having an opportunity to accept or decline this Agreement and to correct errors immediately before entering into this Agreement; (4) reading this Agreement, including pages 2 and 3; and (5) agreeing to the terms of this Agreement. **You agree and consent to the collection, use and disclosure of your personal information as contemplated in the Personal Information section below and, in particular, you consent to Crelogix obtaining credit, financial and related personal or business information about you (including a consumer or credit report) from any credit bureau or credit reporting agency from time to time. Crelogix will provide you with the name and address of the credit bureau or credit reporting agency upon request. The consents provided above shall be valid so long as required to fulfill the purposes described in this Agreement.**

Place of Agreement: _____

Borrower (1): Driver's Licence No:	Borrower (2): Driver's Licence No:
Signature: _____	Signature: _____

TERMS AND CONDITIONS

- You promise to pay the Total Amount to Crelogix in equal payments in the amount and frequency as set out on the front page of this Agreement. Interest is calculated and compounded monthly in arrears at the Annual Interest Rate, after as well as before maturity, default and demand, with the interest on overdue interest at the Annual Percentage Rate. Interest will begin to accrue from the Date of Loan and there are no grace periods. The Amount Financed will be paid in one advance on the Date of Loan. All payments due under this Agreement must be made by pre-authorized debit.
- You will pay a fee of \$40 each time payment is returned unpaid for any reason ("NSF Fee").
- If all Regular Payments are made on or before their due dates and you do not otherwise default under this Agreement, there will be no outstanding balance at the end of the Term of Loan.
- Payments are blended payments and will first be applied to unpaid NSF Fees, then accrued interest and then the Amount Financed.
- You may prepay the full outstanding balance due under this Agreement at any time and may make partial prepayments on any Regular

Payment Due Date without any prepayment bonus, charge or penalty. If you make a partial prepayment, you must still continue to pay each Regular Payment as set out in this Agreement until all amounts due under this Agreement are paid in full. Any partial prepayments will be credited against the outstanding balance of the amount owing under this Agreement as of the time the partial prepayment was made and shall be applied against subsequent Regular Payments in the order of maturity, commencing with the next scheduled Regular Payment Due Date. If you prepay the full outstanding balance due under this Agreement, you may be entitled to a refund of a portion of any non-interest charges included in the Total Cost of Credit/Cost of Borrowing. Such refund will be calculated in accordance with the provisions of the applicable consumer protection legislation of the province or territory whose laws govern this Agreement.

- It is a default under this Agreement if you: (i) fail to make a payment when due under this Agreement; (ii) breach any other obligation under this Agreement or under any other present or future agreement you have entered into with Crelogix; (iii) provide incorrect or misleading information in this Agreement or in any other document provided to Crelogix; (iv) become or are insolvent, commit an act of bankruptcy or die; or (v) the Collateral is about to be removed from Canada, without the prior written consent of Crelogix.
- In the event of a default under this Agreement, upon demand by Crelogix, all amounts owing under this Agreement will be immediately due and payable and, to the extent permitted by law, Crelogix has the right to do any or all of the following in any order and from time to time: (i) take possession of all or any part of the Collateral; (ii) store, sell, lease or otherwise dispose all or part of the Collateral; (iii) sue you in any place for the amount you owe Crelogix; and (iv) exercise any other rights Crelogix may have. Sale, lease and other disposition proceeds may be applied to the amount that you owe Crelogix and you will pay Crelogix any amount still owing unless Crelogix is prevented by law from suing you for the balance. To the extent permitted by applicable law, all costs and expenses Crelogix incurs due to your default under this Agreement will be paid by you on demand.
- To the extent permitted by law, you waive the benefit and protection of any law that restricts or limits the rights of Crelogix under this Agreement, including the provisions of *The Limitation of Civil Rights Act* (Saskatchewan).
- A waiver of default by Crelogix will not operate as a waiver of future defaults.
- You irrevocably authorize and direct Crelogix to pay to the Merchant or as otherwise directed by the Merchant, the Amount of Loan and any insurance fees or taxes where applicable.
- If this Agreement is signed by more than one Borrower, each of you agrees that: (i) each reference to "you" or "your" in this Agreement refers to each of you; (ii) each of you is liable under this Agreement on a joint and several basis; (iii) each of you is obligated under this Agreement as principal, and not as guarantor; (iv) any one of you may act for all of you under this Agreement and any such actions by any one of you shall be binding on all of you; (v) Crelogix will be fully discharged in respect of any of its obligations under this Agreement upon performance of that obligation in favour of any of you; (vi) each representation, warranty, covenant and undertaking made by you is made by each of you on a joint and several basis; (vii) the occurrence of a default under this Agreement by or with respect to you or any one of you shall be deemed to be a default under this Agreement by all of you; and (viii) a separate action or actions may be brought and prosecuted against any of you whether an action is brought against one or more or all of you or whether any other party is joined in any such action or actions. Each of you waives any right to require us to proceed against any other party or pursue any other remedy in Crelogix's power.
- Crelogix may assign this Agreement, in whole or in part, without notice to you or your consent, and such assignee will have all the rights of Crelogix under this Agreement.
- This Agreement shall apply to and bind you, your heirs, executors and administrators and any of your successors and assigns permitted by Crelogix and shall enure to the benefit of and be enforced by Crelogix and its successors and assigns.
- Your obligations under this Agreement shall survive termination of this Agreement to the extent required for their full observance and performance.
- If any provision of this Agreement is prohibited by any law, or deemed invalid or void, in whole or in part, by any court, such provision or part thereof, shall be ineffective to the extent of such prohibition or court order without invalidating the remaining provisions of this Agreement.
- This Agreement will constitute an offer by you to enter into this Agreement until it is accepted by Crelogix as evidenced by its payment of the Amount of Loan to Merchant or as otherwise directed by Merchant.
- All monetary amounts in this Agreement are expressed in and are payable in Canadian dollars.
- You acknowledge that (i) except to the extent expressly prohibited by applicable law, your obligations to Crelogix under this Agreement are absolute and unconditional and are not subject to any claims, defences or set-offs that you may have against Merchant or the manufacturer of any Property, (ii) Crelogix has not provided you with any representation, warranty or condition (whether, oral or written, and whether express, implied, statutory or otherwise) relating to any Property or Services, Merchant, any manufacturer of any Property or this Agreement, (iii) Merchant is not an agent of Crelogix and has not entered into a partnership, joint venture or other similar relationship with Crelogix, and (iv) Merchant has no power or authority to bind or create any liability for Crelogix.
- This Agreement is governed by the laws of the province or territory in which the address of the first named Borrower, as set out on the front page of this Agreement, is located.

LOAN PROTECTION

- ☐ You confirm that you have applied for insurance in connection with the loan provided under this Agreement ("Loan Protection"), which is issued by Western Life Assurance Company, Blue Cross Life Insurance Company of Canada or any other authorized issuer of Loan Protection that is approved by us (an "Insurer"). You represent and warrant that you satisfy the eligibility conditions set out in your Loan Protection terms and conditions and that you have been approved for such insurance by Insurer. You must provide proof of your Loan Protection whenever Crelogix asks you to do so. You must comply with all terms and conditions of your Loan Protection and will maintain your Loan Protection, in each case, for the duration of the Term of Loan and any extension thereof. You irrevocably authorize and direct Crelogix to pay to Insurer or as otherwise directed by Insurer the premium payable for the Loan Protection.
- ☐ You confirm that you have declined to purchase Loan Protection.

SECURITY

- To secure the payment and performance of your obligations to Crelogix under this Agreement, you grant to Crelogix a continuing first-priority security interest ("security interest") in the Property and in all present and future substitutions, replacements and additions of all or any part of the Property, and all proceeds of any of the foregoing, including all insurance claims and all proceeds from the sale or other disposition of or dealing with the Property or such proceeds or resulting from the loss or damage to any of the Property or such proceeds (collectively, the "Collateral").
- You agree that Crelogix may, at your expense, register its security interest in the Collateral against you.
- You confirm that you and Crelogix have not agreed to postpone the time for attachment of the security interest. You agree that Crelogix may take any additional steps it deems necessary to perfect and protect the security interest, including the filing of PPSA financing statements, financing change statements, and/or other documents against and/or on your behalf. You waive your right to receive copies of any financing statement, financing change statement or verification statement filed with respect to this Agreement where permitted by applicable law.
- You will not sell, lease or give up possession of the Collateral or your interest in it without the consent of Crelogix. You will keep the Collateral clear of all mortgages, liens and other claims. If you fail to do so, Crelogix may (but do not have to) pay all or part of them.
- You will notify Crelogix before you change your place of residence or permanently change the location of the Collateral. You will also notify Crelogix before you change your name.

- You will keep the Collateral in good repair and insured for at least the amount of its value against all reasonable risks (including total loss, fire and theft). If you do not do so, Crelogix may (but do not have to) make and pay for repairs and/or insure the Collateral and pay the premiums. Crelogix may inspect the Collateral at any reasonable time. If the Collateral is damaged or destroyed, your obligations under this Agreement will not be affected.

PERSONAL INFORMATION

You hereby authorize Crelogix and its representatives to collect, use and disclose your personal information for the purposes of investigating your financial situation and providing financial services including: (1) to collect personal, credit and related financial information (including credit reports) from you (including through your ongoing interactions with Crelogix), Crelogix affiliates and partners, credit and consumer reporting agencies, financial institutions and any references you provided to Crelogix; (2) to use the information collected to verify your identity, determine your current and ongoing financial situation, provide financial services you have requested and offer additional products and services of Crelogix that may be of benefit to you; (3) to use and share the information to manage other products and services related to this Agreement, such as insurance; (4) to share the information with assignees, bankers or funding partners of Crelogix for the purposes of providing the financial services you have requested; (5) to share the information collected and any information on your commercial dealings with Crelogix with credit agencies or other financial institutions for the purposes of maintaining your credit history; (6) to share your banking information with financial institutions for payment processing purposes; and (7) to use and share the information to detect and prevent fraud, collect amounts owing under this Agreement, register and enforce security interests, meet legal and regulatory requirements, conduct audits, maintain records, respond to your inquiries and otherwise with your consent or as permitted or required by law (including foreign law applicable to Crelogix or its Service Providers). If you wish to provide your social insurance number, Crelogix will use it to verify your identity and match credit records. Identity verification may also include checking your identity against watch lists established by regulatory agencies and similar bodies in Canada and foreign countries. Further, you specifically acknowledge that Crelogix may assign this Agreement and any related Agreements in whole or in part from time to time and you agree that any personal information collected in relation to this Agreement may be made available to any such proposed assignee, and that any actual assignee may collect, use and disclose your personal information for substantially the same purposes as described herein. Crelogix may use agents and service providers (including Merchant, in its capacity as Crelogix's service provider, or Crelogix's affiliates or partners acting as agent or service provider) (collectively, "Service Providers") to collect, use, store and/or process personal information on its behalf for the purposes described herein. Some of these Service Providers may be located outside of Canada, including in the United States, where local laws may permit governmental, law enforcement, or regulatory authorities or courts to have access to your personal information. By providing an email address to Crelogix or its Service Providers, you agree that Crelogix may send you documents and notices in respect of this Agreement by email. These documents and notices may contain your personal and financial information. You represent and warrant that the email address provided is correct, is personal to you and is not shared with any third party. Crelogix may, at any time, choose to send you documents and notices in paper form, by mail or in person, instead of sending them electronically or in addition to sending them electronically. If you have enquiries regarding personal information, contact Crelogix's Privacy Officer at privacyofficer@crelogix.com. If you would like to opt-out of receiving information and offers regarding additional products and services of Crelogix, please call us at (800) 667-6640.

PRE-AUTHORIZED DEBIT (PAD) AGREEMENT

You authorize Crelogix and its affiliates and its and their respective assignees (collectively "Crelogix" for the purposes of this PAD Authorization) and the financial institution set out below (or any other financial institution you authorize at any time) to debit the account set out below, or any other account you identify to Crelogix from time to time (the "Account") for: (a) the amount of each Regular Payment on or shortly after its payment due date (each, a "Scheduled Debit Date") as set out in this Agreement; and (b) any other amount that may become due under this Agreement from time to time, including, without limitation, interest on overdue amounts, NSF Fees and other charges on the next Scheduled Debit Date. You acknowledge that Crelogix may contact you to obtain a separate authorization for any withdrawal on a date that is not a Scheduled Debit Date. If any debit is dishonoured by your financial institution for any reason, you agree that Crelogix is entitled to issue another debit in substitution for the dishonoured debit.

Name(s) of account holder(s): _____

Name of financial institution and address: _____

Transit Number: _____ Institution Number: _____ Account Number: _____

These pre-authorized debits are for personal purposes.

You understand that Crelogix will not notify you in advance of any withdrawal and you agree to waive all pre-notification requirements in respect of all withdrawals to be drawn under this PAD Authorization. Crelogix may assign this PAD Authorization, whether directly or indirectly, by operation of law, change of control, or otherwise.

This PAD Authorization is to remain in effect until you notify Crelogix in writing of its change or termination. This notification must be received at least ten (10) business days before the next Scheduled Debit Date at the address noted on this Agreement. However, if you cancel this PAD Authorization, you remain obligated to pay to Crelogix all amounts due and owing under this Agreement. You may obtain a sample cancellation form or more information on your right to cancel this PAD Authorization at your financial institution or by visiting www.cdnpay.ca. You have certain recourse rights if any debit does not comply with this PAD Authorization. For example you have the right to receive reimbursement for any PAD that is not authorized or is not consistent with the terms of this PAD Authorization. To obtain more information on your recourse rights you may contact your financial institution or visit www.cdnpay.ca.

A sample cheque marked "VOID" must be attached. All persons whose signature is required on the account must sign below.

Signature: _____ Date: _____

Signature: _____ Date: _____

CONTRACT FOR THE LOAN OF MONEY
(Consumer Protection Act, s. 115)
(UNSECURED)

Date on which the Contract is made:		Contract Number:	
Borrower (1):		Borrower (2):	
Lender: Crelogix Acceptance Corporation (together with its successor and assigns, "Crelogix"), Suite 900, 4445 Lougheed Hwy Burnaby, B.C. V5C 0E4 Telephone: 800 667-6640 Fax: 800 360-9129 email: customerservice@crelogix.com OPC Permit #: 16880		Merchant:	
DISCLOSURES REGARDING CREDIT CHARGES			
Amount of Loan [1]			\$
	Interest [2]	\$	
	Insurance Premium Subscribed for (including any applicable taxes) [3]	\$	
	Interest on the Insurance Premium [4]	\$	
	RDPRM and Administrative Fees [5]	\$	
	Other Fees [6]	\$	
	Total Credit Charges for the Term of Loan [7 = 2 + 3 + 4 + 5 + 6]	\$	
Total Obligation [8 = 1 + 7]			\$
Annual interest rate	%	Credit Rate	%
TERM OF LOAN & DATES RELATING TO THE DEFERRED PAYMENT			
Date of Loan		Deferred Payment Due Date (or the last day of the month if there is no such date)	
Term of Loan (months)		Frequency of Deferred Payments	
First Deferred Payment Due Date		Number of Deferred Payments	
Final Deferred Payment Due Date		Deferred Payment	\$
The Total Obligation of the Borrower is payable to Crelogix in accordance with the terms and condition mentioned above. The Borrower gives to Crelogix as acknowledgment of or security for his obligation the following objects or documents: None. Crelogix performs its principal obligation on the Date of the Loan.			

TERMS AND CONDITIONS

- You authorize Crelogix to pay the amount of the Amount of Loan to the Merchant on the Date of the Loan.
- You may prepay the full outstanding balance due under this Contract and may make partial prepayments at any time without any prepayment bonus, charge or penalty. If you make a partial prepayment, you must still continue to pay each Deferred Payment as set out in this Contract until all amounts due under this Contract are paid in full.
- In the event of a default, all amounts owing will be immediately due and payable.
- Clause required under the Consumer Protection Act
- (Clause of forfeiture of benefit of the term)

Before availing himself of this clause, the merchant must send the consumer a notice in writing and a statement of account.

Within **30** days following receipt by the consumer of the notice and the statement of account, the consumer may:

- (a) either remedy the fact that he is in default;
- (b) or present a motion to the court to have the terms and conditions of payment prescribed in this contract changed.

It is in the consumer's interest to refer to sections **104 to 110** of the Consumer Protection Act (chapter P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur.

- A waiver of default by Crelogix will not operate as a waiver of future defaults.
- You irrevocably authorize Crelogix to pay to the Merchant or as otherwise directed by the Merchant, the Amount of Loan and Crelogix to remit the applicable loan protection premium and any associated loan protection sales tax to the insurer.
- If this Contract is signed by more than one Borrower, each of you agrees that: (i) each reference to "you" or "your" in this Contract refers to each of you; (ii) each of you is liable under this Contract on a solidary, joint and several basis; (iii) each representation, warranty, covenant and undertaking made by you is made by each of you on a solidary, joint and several basis; and (iv) a separate action or actions may be brought and prosecuted against any of you whether an action is brought against one or more or all of you or whether any other party is joined in any such action or actions. Each of you waives any right to require us to proceed against any other party or pursue any other remedy in Crelogix's power (including waiving the right to the benefit of division).
- All monetary amounts in this Contract are expressed in and are payable in Canadian dollars.
- This Contract is governed by the laws of the province of Quebec and the laws of Canada applicable thereto.
- Clause required under the Consumer Protection Act.
- (Contract for the loan of money)

(1) The consumer may cancel this contract without charge within **2** days following that on which each party takes possession of a duplicate of this contract.

To cancel the contract, the consumer must:

- (a) return the money to the merchant or his representative if he received the money at the time each party took possession of a duplicate of the contract;
- (b) send a notice in writing to that effect, or return the money to the merchant or his representative if the money was not returned to him at the time each party took possession of a duplicate of the contract.

The contract is cancelled, without further formality, as soon as the consumer returns the money or forwards the notice.

(2) If the consumer uses the money to make full or partial payment for the purchase or lease of goods or services, he may, if the money lender and the vending or leasing merchant regularly work together with a view to the granting of loans of money to consumers, plead against the money lender any ground of defence that he may urge against the vending or leasing merchant.

(3) The consumer may pay, in whole or in part, amount of his obligation before maturity.

The balance due is equal at all times to the sum of the balance of Amount of Loan and credit charges computed in accordance with the Act and the General Regulation made under the Act.

(4) The consumer may, once a month and without charge, request a statement of account from the merchant; the latter must furnish him with the statement of account or forward it to him as soon as possible but at the latest within **10** days of the receipt of the request.

In addition to the statement of account prescribed above, the consumer who wishes to pay the balance of his obligation before maturity may, at all times and without charge, request a statement of account from the merchant; the latter must

furnish him with the statement of account or forward it to him as soon as possible but at the latest within **10** days of the receipt of the request.

It is in the consumer's interest to refer to sections **73, 74, 76, 91, 93** and **116** of the Consumer Protection Act (chapter P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur.

- You have required that this Contract and all documents and notices relating to this Contract be drawn up in the English language. Vous avez exigé que le présent contrat et tous les documents ou avis afférents aux présentes soient rédigés en langue anglaise.

PRE-AUTHORIZED DEBIT (PAD) AGREEMENT

You authorize Crelogix, its affiliates and its and their respective assignees (collectively "Crelogix" for the purposes of this PAD Authorization) and the financial institution set out below (or any other financial institution you authorize at any time) to debit the account set out below, or any other account you identify to Crelogix from time to time (the "Account") for: (a) the amount of each Regular Payment on or shortly after each Deferred Payment Due Date (each, a "Scheduled Debit Date"); and (b) any other amount that may become due under this Contract from time to time, on or about the earlier of (i) the last banking day of each calendar month or (ii) the next Scheduled Debit Date. For this purpose "banking day" means a day, other than Saturday or Sunday, when financial institutions in both the Province of British Columbia and in the province of Quebec are open for business. You acknowledge that Crelogix may contact you to obtain a separate authorization for any withdrawal on a date that is not described in this authorization. If any debit is dishonoured by your financial institution for any reason, you agree that Crelogix is entitled to issue another debit in substitution for the dishonoured debit.

Name(s) of account holder(s): _____

Name of financial institution and address: _____

Transit Number: _____ Institution Number: _____ Account Number: _____

You confirm that the loan under this Contract is for personal purposes.

You understand that Crelogix will not notify you in advance of any withdrawal and you agree to waive all pre-notification requirements in respect of all withdrawals to be drawn under this PAD Authorization. Crelogix may assign this PAD Authorization, whether directly or indirectly, by operation of law, change of control, or otherwise.

This PAD Authorization is to remain in effect until you notify Crelogix in writing of its change or termination. This notification must be received at least ten (**10**) business days before the next Scheduled Debit Date at the address noted on this Contract. However, if you cancel this PAD Authorization, you remain obligated to pay to Crelogix all amounts due and owing under this Contract. You may obtain a sample cancellation form or more information on your right to cancel this PAD Authorization at your financial institution or by visiting www.cdnpay.ca. You have certain recourse rights if any debit does not comply with this PAD Authorization. For example you have the right to receive reimbursement for any PAD that is not authorized or is not consistent with the terms of this PAD Authorization. To obtain more information on your recourse rights, you may contact your financial institution or visit www.cdnpay.ca.

A sample cheque marked "VOID" must be attached. All persons whose signature is required on the account must sign below.

Signature: _____ Date: _____

Signature: _____ Date: _____

ACKNOWLEDGEMENT AND EXECUTION

You agree to the terms of this Contract.

Place of Contract: _____

Borrower **(1)**:

Borrower **(2)**:

Signature: _____

Signature: _____

Crelogix Acceptance Corporation:

Signature : _____

Nom : _____

Titre : _____

TAB D

APPENDIX D

Proposed Cost Allocation

Crelogix Acceptance Corp.

Estimated Receivership Costs/Funding Requirements

Proposed Allocation of Costs

August 30, 2017

DRAFT FOR DISCUSSION PURPOSES ONLY

Estimated Total Costs to Allocate - see Note 1	\$ 1,400,000
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Funder	Various Balances (000's) at June 30, 2017			Receiver Distributions to July 31, 2017	Average See Note	
	Funder Loan Balance	Customer Loan Balance	Number of Loans			Percent
Prospera	\$ 174,238	\$ 143,125	17,890	\$ 15,043	350,296	73.7%
Connect First	37,921	30,865	3,565	3,501	75,852	16.0%
Servus	13,103	11,257	2,246	1,406	28,012	5.9%
Bow Valley	6,025	5,022	654	626	12,327	2.6%
Beaumont	2,473	2,106	373	208	5,160	1.1%
Unfunded	1,600	1,600	171	28	3,399	0.7%
Total	\$ 235,360	\$ 193,975	24,899	\$ 20,812	475,046	100%

Cost Allocation To:	Allocate to Funders Based On Average (see Note 2):					Total	
	Funder Loan Balance	Customer Loan Balance	Number of Loans	Distributions to July 31, 2017	Average	Allocation	Percent
Prospera	\$ 1,036,426	\$ 1,032,994	\$ 1,005,904	\$ 1,011,926	\$ 1,021,812	\$ 1,021,812	73.0%
Connect First	225,567	222,766	200,450	235,508	221,073	221,073	15.8%
Servus	77,941	81,247	126,286	94,580	95,013	95,013	6.8%
Bow Valley	35,839	36,246	36,773	42,110	37,742	37,742	2.7%
Beaumont	14,710	15,200	20,973	13,992	16,219	16,219	1.2%
Unfunded	9,517	11,548	9,615	1,884	8,141	8,141	0.6%
Total	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000	100%

Note 1 - The Receiver has prepared an estimate of the costs anticipated to be incurred to complete the receivership and to be allocated to the Funders. The costs include operating costs for rent, payroll and other G&A and the Receiver's and its counsels fees and out of pocket costs. The costs are reduced by the monthly Service Fee received by Crelogix under the agreements with the Funders. No other realizations in the receivership have been applied to reduce the costs. A breakdown of the costs is available from the Receiver.

Note 2 - The costs are reasonably allocated on the basis of the Customer or Funder loan amount or volume of loans of each Funder at the date of the Receivership or on amounts available for distribution by the Receiver. The average of the four measures of activity is proposed as a reasonable basis to allocate costs in this situation as the volume of loans is directly related to the effort required by the Receiver.

TAB E

APPENDIX E

Invoice for Receiver's Fees and Costs



Alvarez & Marsal Canada Inc.
Bow Valley Square 4
Suite 1110, 250 - 6th Avenue SW
Calgary, Alberta T2P 3H7
Phone: +1 403 538 7555
Fax: +1 403 538 7551

August 9, 2017

Crelogix Acceptance Corporation
C/o: Alvarez & Marsal Canada Inc., Receiver
Suite 1110, 250 6th Ave SW
Calgary, Alberta
T2P 3H7

Dear Sirs:

RE: Crelogix Acceptance Corporation. – In Receivership

TO: For professional services rendered for the period July 1, 2017 to July 31, 2017 as Receiver Manager of Crelogix Acceptance Corporation pursuant to the July 6, 2017 Order of the Court of Queen's Bench of Alberta.

<u>Staff</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
T. Reid, Managing Director	115.0	\$735	\$84,525.00
C. Beveridge, Senior Director	6.0	\$550	\$3,300.00
V. Chan, Director	93.0	\$435	\$40,455.00
J. Strueby, Senior Associate	184.5	\$400	\$73,800.00
R. Gruneir, Associate	95.3	\$395	\$37,643.50
B. Krol, Associate	49.0	\$350	\$17,150.00
M. Cheung, Executive Assistant	1.25	\$150	\$187.50
	544.05		\$257,061.00
Add: Out of Pocket Expenses (Airfare, hotels, meals, parking, taxi)			\$18,224.86
			\$275,285.86
Add: GST @ 5%			\$13,764.29
TOTAL DUE			\$289,050.15

Mailing Instructions:

Alvarez & Marsal Canada ULC
Attn: M. Grose
Suite 1110, 250 6th Ave SW
Calgary, AB T2P 3H7

Wiring Instructions:

Bank: TD Canada Trust
Account Name: Alvarez & Marsal Canada ULC
Swiftcode: TDOMCATTTOR
Bank Address: 55 King Street West
Toronto, ON
Bank Transit #: 10202
Institution #: 0004
Account #: 5508901
Reference #: 809330A- Invoice #1
GST: 83158 2127 RT0001

TAB F

APPENDIX F

Invoice for Receiver's Counsels' Fees and Costs



PARLEE McLAWS^{LLP}
BARRISTERS & SOLICITORS | PATENT & TRADEMARK AGENTS

Alvarez & Marsal Canada Inc.
Suite 570, 202 - 6th Avenue S.W.
Calgary, AB T2P 2R9
Attention: Tim Reid

Our File Number: 0073150.000002

RE: CRELOGIX ACCEPTANCE CORPORATION

Invoice Number: **701523**
Invoice Date: **July 31, 2017**

SUMMARY INFORMATION

Fees	\$	45,060.00
Other Charges	\$	1,055.90
Disbursements	\$	167.50
HST/GST	\$	2,314.17
TOTAL BALANCE DUE	\$	<u>48,597.57</u>

EDMONTON
1700 Enbridge Centre
10175-101 Street NW, Edmonton, AB T5J 0H3
Tel: 780.423.8500 Fax: 780.423.2870

GST REGISTRATION: 11533 8386 RT0001

ALL ACCOUNTS OUTSTANDING OVER 30 DAYS WILL BE CHARGED INTEREST AT THE RATE OF 18% PER ANNUM UNTIL PAID. WHEN REMITTING, PLEASE RETURN REMITTANCE ADVICE TO ENSURE PROPER CREDIT.



Borden Ladner Gervais LLP
Lawyers | Patent & Trade-mark Agents
1200 Waterfront Centre
200 Burrard St, P.O. Box 48600
Vancouver, BC, Canada V7X 1T2
T 604.687.5744 F 604.687.1415
blg.com

Alvarez & Marsal Canada Inc.
400 Burrard Street, Suite 1680
Vancouver, BC V6C 3A6

August 31, 2017

Attention: Tim Reid
Managing Director

Invoice # 697494679
Page 1

Re: Crelogix Acceptance Corporation


File No: 562462/000003

PROFESSIONAL SERVICES rendered to August 29, 2017 in connection with the above matter as described in the attached.

Fees	\$ 20,069.50
Disbursements and Other Charges	1,090.46
GST on Fees and Taxable Disbursements and Other Charges	1,055.01
PST on Fees and Taxable Disbursements and Other Charges	1,408.02
Total this Invoice	<u>\$ 23,622.99</u>

THIS IS OUR ACCOUNT - E. & O.E.

BORDEN LADNER GERVAIS LLP

By: 
Magnus C. Verbrugge

PAYABLE ON RECEIPT
INTEREST AT THE RATE OF 12.0% PER ANNUM MAY BE CHARGED ON ACCOUNTS WHICH ARE OVERDUE
GST/HST REGISTRATION # R869096974RT0005