



COURT FILE NUMBER: **1501-11817**

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE: CALGARY

PLAINTIFFS / APPLICANTS: **EASYLOAN CORPORATION AND MIKE TERRIGNO**

DEFENDANTS / RESPONDENTS: **BASE MORTGAGE & INVESTMENTS LTD. AND BASE FINANCE LTD., ARNOLD BREITKRUETZ, SUSAN BREITKRUETZ, SUSAN WAY AND GP ENERGY INC.**

DOCUMENT: **AMENDED AMENDED ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Riverside Law Office
 4108 Montgomery View NW
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Christopher Souster
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 File: 3097

DATE ON WHICH THIS ORDER WAS PRONOUNCED: November 6, 2015

LOCATION OF HEARING: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: Justice K. Yamauchi

UPON THE APPLICATION of the Plaintiffs, Easyloan Corporation and Mike Terrigno; **AND UPON** having read the Application, the Affidavits of Mike Terrigno sworn on October 15, 2015, filed; **AND UPON** reading the consent of BDO Canada Limited to act as receiver by way of equitable execution (the "Receiver") of Base Mortgage & Investments Ltd., Base Finance Ltd. ("Base Mortgage" and "Base Finance") (jointly the "Debtors"), filed; **AND UPON** hearing *ex parte* counsel for the Plaintiffs, Easyloan Corporation and Mike Terrigno, and counsel for BDO Canada Limited, the proposed receiver; **AND UPON** being advised that the Alberta Securities Commission has been advised of the within Application, and upon hearing from counsel for the Alberta Securities Commission; **AND UPON** being advised that the neither the Applicants or the Receiver shall be seeking relief against the

Alberta Securities Commission or the Executive Director thereof; **AND UPON** the subsequent application of counsel for the Receiver and hearing read the First Report of the Receiver.

IT IS HEREBY ORDERED AS FOLLOWS:

SERVICE

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

APPOINTMENT

- 2) Pursuant to section 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2 and section 99(a) of *The Business Corporations Act*, R.S.A. 2000, c.B-9, BDO Canada Limited (620, 903 8th Avenue S.W. Calgary, Alberta T2P 0P7, attention: Craig Fryzuk or Sarah Hawco) is hereby appointed Receiver, without security, of all of the Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including (without limitation):
 - a) funds on deposit in bank accounts of the Debtors, respectively (the "Frozen Accounts"), as such Frozen Accounts are more particularly known to the Alberta Securities Commission and which have been frozen, described as Britannia Branch 1004050 - Transit Number 2649003.
 - b) all Records (as hereinafter defined in paragraph 6 hereof) of the Debtor which are located or situated in, on or about the Subject Premises (as hereinafter defined in paragraph 3(t) hereof); and
 - c) all Records (as hereinafter defined in paragraph 6 hereof) which are located or situated in, on or about the subject premises (as hereinafter defined in paragraph 3(t) hereof) which describe, pertain or in any way directly or indirectly relate to any one or more of:
 - i) 2015 Nissan Juke automobile, license plate #BJT 501. SN# JN8AF5MV2FT560636.

ii) Meridian 4 Range 25 Township 24, Section 17 (North halves of legal subdivisions 13 and 14 in the north west quarter containing approximately 16.2 hectares (Reference 0211599).

iii) including the Deed of Trust Note dated November 5, 2013 between Goliad Phoenix Energy LLC, a Texas LLC and Base Finance Ltd. ; and The Deed of Trust dated October 3, 2014, Security Agreement and Assignment of Rental in which the Debtors have an interest as between Saddle Lake Energy LLC and Robert Carl Bedgood, Trustee, all of the State of Texas;

iv) Other properties as set out in the table below:

Property Address	Owner	Relation to Arnold B.	Legal Description
62 SUNCASTLE BAY SE Calgary Alberta	SUSAN BREITKREUTZ	Wife	PLAN B410877; BLOCK 26; LOT 20 EXCEPTING THEREOUT ALL MINES AND MINERALS
735, 55th Ave SW Calgary Alberta	324103 ALBERTA LTD.	Sole owner and Director	PLAN 3701GA; BLOCK 27; LOT 9 RESERVING UNTO HER MAJESTY ALL COAL
724, 55th AVE SW Calgary Alberta	ARNOLD BREITKREUTZ		PLAN 1558AF; BLOCK 24; THE EASTERLY 50 FEET THROUGHOUT OF ALL THAT PORTION OF LOT B WHICH IS SHOWN ON PLAN 1558EO AND THEREON OUTLINED IN RED EXCEPTING THEREOUT ALL MINES AND MINERALS
728, 55th AVE SW Calgary Alberta	ARNOLD BREITKREUTZ & SUSAN BREITKREUTZ		PLAN 1558EO; THE WEST 50 FEET OF THE SOUTH 120 FEET OF THE PARCEL EXCEPTING THEREOUT ALL COAL

(all of such current and future assets, undertakings and properties hereinafter collectively described as the "Property").

RECEIVER'S POWERS

3) The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

a) subject to paragraphs 4, 4A and 4B hereof, to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

- b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part other business, or cease to perform any contracts of the Debtor;
- d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, legal counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;
- e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;

- j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court.

- k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.

- l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
 - ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 shall not be required.

- m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

- n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property

and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property, and that the Registrar of Titles is directed to register the within Order against titles to the Property (as defined in paragraph 2 hereof) forthwith, and as against any title whatsoever of any person that the Receiver shall direct, notwithstanding the requirements of subsection 191 (1) of the Land Titles Act, RSA 2000, c. L-4 as am.
- p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- s) to take any steps reasonably incidental to the exercise of these powers;
- t) subject to paragraph 4 hereof, to 724, 728 and 735 - 55 Ave SW Calgary, AB T2V 0G3, 63 Suncastle Bay SE Calgary Alberta, enter onto and inside the premises bearing the civic address without notice to, or consent from, any registered owner, landlord, tenant or person residing in or occupying the Subject Premises, for the purpose of locating, identifying and taking possession and control of the Property. The Subject Premises includes the business premises of the Base Corporations, the personal residences and business premises of Arnold Breitkruetz, Susan Breitkruetz, Susan Way and Brian Fox, together with their automobiles, storage facilities and any premises

upon which computing devices or discs or electronic storage devices are located belonging to such Persons;

- u) subject to paragraph 4 hereof, to take whatever steps are required by the Receiver in order to gain access to and to enter the Subject Premises, for the purpose of locating, identifying and taking possession and control of the Property;
- v) subject to paragraph 4 hereof, to take whatever steps are required by the Receiver in order to gain access to any locked or secured cabinet, container, safe, safety deposit box, door, security system, room, suite, or computer (whether password-protected or otherwise) located in, upon or about the Subject Premises, for the purpose of locating, identifying and taking possession and control of the Property;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

- 4) Any search of the Subject Premises which is carried out by or on behalf of the Receiver for the purpose of locating, identifying and taking possession and control of the Property:
 - a) shall take place between the hours of 9:00 a.m. and 5:00 p.m. on any day of the week other than Sunday;
 - b) if not completed prior to 5:00 p.m. on any particular day, may be completed between 9:00 a.m. and 5:00 p.m. on a subsequent day (other than a Sunday);
and
 - c) shall involve no more than five persons carrying out such search, including up to two employees of BDO CANADA LIMITED and up to three contractors or agents whose assistance, services or expertise the Receiver may require,

including (without limitation) legal counsel, locksmiths, bailiffs, computer technicians and peace officers.

4A) In the event that any Person (as hereinafter defined in paragraph 5 hereof) claims that any one or more of the Records (as hereinafter defined in paragraph 6 hereof) is subject to a claim of privilege in favour of such Person (the "Claimant"), or is subject to a claim of ownership in favour of the Claimant, then such Record(s) shall be dealt with as follows:

- (a) such Record(s) shall be identified and segregated by the Claimant in the presence of the Receiver;
- (b) all Record(s) so identified and segregated shall be sealed and left in the possession or control of the Receiver;
- (c) all Record(s) so identified, segregated, sealed and left in the possession or control of the Receiver shall not be shown by the Receiver to any Person (as hereinafter defined in paragraph 5 hereof) other than representatives of the Receiver and legal counsel to the Receiver; and
- (d) all Record(s) so identified, segregated, sealed and left in the possession or control of the Receiver shall not be further dealt with until the Receiver is directed to deal with same:
 - (i) by agreement between the Receiver and the Claimant; or
 - (ii) by further Order of the Court.

4B) The delivery of Record(s) to the Receiver in accordance with the provisions of paragraph 4A of this Order shall not, in and of itself, constitute a waiver of any solicitor-client privilege which may attach to such Record(s).

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

- 5) (i) The Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order, including (without limitation) described as Royal Bank of Canada - Britannia Branch 1004050 - Transit Number 2649003. and the Alberta Securities Commission (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request. The funds of Base Finance Ltd. on deposit in account #2649003 at the Royal Bank of Canada - Britannia Branch 1004050 (Bank) are subject to a freeze order issued by the Executive Director of the Alberta Securities Commission (Executive Director) dated September 29, 2015. These funds shall remain on deposit with the Bank until further order of the Executive Director or this Honourable Court. No order shall be made, or application commenced, which affects the frozen funds unless five clear days' notice of same is provided to each of the Receiver and Executive Director.
- 6) All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to

the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure. Without limiting the generality of the foregoing, such Persons include Arnold Breitkruetz, Susan Breitkruetz, Susan Way and Brian Fox. Arnold Breitkruetz, Susan Breitkruetz, Susan Way, Brian Fox and all corporations controlled by any of them, or related thereto, whether in Canada, the United States of America or elsewhere are required to provide full and complete access to the Receiver for all books and records and financial institution documents, located both in Canada and out of Canada.

- 7) If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.
- 7A) At the request of the Receiver, a representative of the Calgary Police Service and/or a representative of the Royal Canadian Mounted Police shall attend at the Subject Premises for the purposes of keeping the peace, preventing any actual or apprehended breaches of the peace and assisting the Receiver in ensuring compliance with and execution of this Order.

NO PROCEEDINGS AGAINST THE RECEIVER

- 8) No proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

- 9) No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8.

NO EXERCISE OF RIGHTS OF REMEDIES

- 10) All rights and remedies (including, without limitation, set-off rights) against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

- 11) No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an "eligible financial

contract" (as defined in section 11.1(1) of the *Companies' Creditors Arrangement Act*) with the Debtor from terminating such contract or exercising any rights of set-off, in accordance with its terms.

CONTINUATION OF SERVICES

- 12) All Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and this Court directs that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

- 13) All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

- 14) Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, other than such amounts as the Receiver may specifically agree in writing to pay, or such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction.

- 15) Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

- 16) a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
 - i) before the Receiver's appointment; or

- ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- b) Nothing in sub-paragraph a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause ii) below, the Receiver:
 - (1) complies with the order, or
 - (2) on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage; and
 - ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
 - (1) the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or

(2) the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or

iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

Nothing in this Order shall derogate from the protection afforded to the Receiver by Section 14.06 of the BIA or any other applicable legislation.

RECEIVER'S ACCOUNTS

- 17) Any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Receiver and its counsel, shall be allowed to it in passing its accounts and shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "Receiver's Charge").
- 18) The Receiver and its legal counsel shall pass their accounts from time to time.
- 19) Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

- 20) The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such

period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.

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

ALLOCATION

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

GENERAL

- 25) The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

- 25A) The reported actions of the Receiver to November 5, 2015 in respect to the administration of these receivership proceedings are approved.
- 26) Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
- 27) The Receiver shall incur no personal or corporate liability or obligation as a result of its appointment or the fulfillment of its duties in carrying out the provisions of this Order, save and except for instances (if any) of gross negligence or wilful misconduct on its part.
- 28) Any liability of the Receiver whatsoever arising out of or from its appointment or the exercise of its powers hereunder shall be limited in the aggregate to the total remuneration earned by the Receiver in the carrying out of its duties under this Order.
- 29) This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
- 30) The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.
- 31) The Applicants are directed to file a Statement of the Claim in the within action to reflect the Defendants/Respondents to the within order. The clerk of the Honourable Court is directed to file the within order notwithstanding the style of cause is inconsistent with the style of the existing action.

- 32) The Plaintiffs, Easyloan Corporation and Mike Terrigno shall have their costs of this motion, up to and including entry and service of this Order, on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate in priority to all other claims against the Debtor's estate. The Plaintiffs, Easyloan Corporation and Mike Terrigno, shall have leave to reapply to the Court for additional costs (and indemnity from the Debtor's estate in respect of same) in the event that they determine that circumstances warrant such an application.
- 33) Any interested party may apply to this Court to vary or amend this Order on not less than 2 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
- 34) The Applicants shall file an Undertaking in Damages as to the Injunctive Relief granted herein.

"K. YAMACINI"

J.C.C.Q.B.A.

APPROVED AS ORDER GRANTED[*]

ENTERED this 6 day of ^{Nov.} ~~October~~, 2015.

CLERK OF THE COURT

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

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

- 7) The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

[RECEIVER'S NAME], solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: _____
Name:
Title:

