



This is the 5th Affidavit
of Nathan Slee in this case and was
made on December 2, 2020

No§209798
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

IN THE MATTER OF CREDITLOANS CANADA FINANCING INC. and
CREDITLOANS CANADA CAPITAL INC.

PETITIONERS

AFFIDAVIT

I, Nathan Slee, of 2000 – 1500 West Georgia Street, at the City of Vancouver, in
the Province of British Columbia, AFFIRM THAT:

1. I am the chief executive officer ("**CEO**") of Creditloans Canada Financing Inc. dba Progressa ("**Financing Inc.**" or "**Progressa**"), and as such have personal knowledge of the facts and matters hereinafter deposed to, save and except where they are stated to be on information and belief in which I verily believe them to be true.
2. I am authorized to make this affidavit on behalf of Progressa and Creditloans Canada Capital Inc. ("**Capital Inc.**" and together with Progressa, the "**Petitioners**").
3. This affidavit is sworn in support of the Petitioners' response to an application to adjourn the meeting of creditors (the "**Meeting**") to be held on December 3, 2020 in accordance with the Order of Madam Justice Fitzpatrick made November 16, 2020 in these proceedings (the "**Meeting Order**") to consider and vote on the Petitioners' plan of compromise and arrangement (the "**Plan**") filed pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCA**").
4. I replaced Ali Pourdad as the CEO of Progressa in September 2019, upon Mr. Pourdad's resignation. Another Progressa senior executive (the "**Senior Executive**") resigned

shortly after Mr. Pourdad resigned. Around this time, I spoke with Alex Yusuf, the President and CEO of LM Credit Inc. ("**LM Credit**") and he informed me that he had paid the Senior Executive \$60,000 for the purpose of assisting LM Credit to hire Progressa's employees. I subsequently spoke with the Senior Executive and he denied he was paid to assist LM Credit with hiring Progressa's employees. However, he later admitted to me that had been paid a consulting fee by LM Credit but did not specify what consulting services he provided to LM Credit or when. The Senior Executive received the consulting fee while still subject to the confidentiality and non-competition terms of his employment agreement with Progressa. Over the course of four months, following the Senior Executive's resignation, six of Progressa's employees left Progressa for LM Credit.

5. In or around June 2020, Progressa executed non-disclosure agreements and engaged in a due diligence process with respect to interest expressed in Progressa by Spring Financial Inc. and goeasy Ltd. operating as Easy Financial. On October 1, 2020, Jason Mullins, the CEO of Easy Financial, contacted me to discuss Easy Financial potentially purchasing some of Progressa's assets. I informed him my intention was to keep Progressa intact and continue to run Progressa following the CCAA proceedings. He informed me at that time that Easy Financial would not be interested in submitting an offer or proposal in the CCAA proceedings.

6. At paragraph 3 of the Affidavit of Alex Yusuf made December 2, 2020, Mr. Yusuf states that he became aware of these CCAA proceedings in "late October 2020". However, I have been advised by representatives of Progressa's collection agency partners that Mr. Yusuf contacted them on October 1, 2020 to inform them that Progressa was "bankrupt". I believe these representatives would be willing to provide affidavits in these proceedings regarding their discussions with Mr. Yusuf. However, given the timing of delivery of Mr. Yusuf's affidavit, Progressa has not been able to obtain that evidence at this time.

7. At paragraph 6 of his Affidavit, Mr. Yusuf states that he contacted me to discuss making an offer in connection with these CCAA proceedings and that I informed him that an offer should be submitted to my legal counsel. He does not specify in his affidavit when this discussion took place.


8. The only discussion I have had with Mr. Yusuf since these CCAA proceedings commenced was on November 30, 2020. This was my first discussion with him since 2019. During

that discussion, I informed Mr. Yusuf that any offers or proposals should be made through legal counsel.


9. I have never discussed a non-disclosure agreement with Mr. Yusuf. The only discussions with LM Credit regarding a non-disclosure agreement were commenced through the parties' respective counsel and the Monitor commencing on or about November 16, 2020.

10. The Petitioners oppose the application to adjourn the Meeting.

AFFIRMED BEFORE ME at the City of)
Vancouver, in the Province of British)
Columbia, this 2nd day of December 2020.)



A Commissioner for taking Affidavits for
British Columbia



NATHAN SLEE

Blair McRadu
Barrister and Solicitor
McMillan LLP
1500 - 1055 West Georgia Street
PO Box 11117
Vancouver, BC V6E 4N7
1 604.685.9111
1 604.685.7084