FORM 49 [RULE 13.19]

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JUDICIAL CENTRE **OF CALGARY** 

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JUDICIAL CENTRE

**CALGARY** 

IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C. B-3, AS AMENDED

AND IN THE MATTER OF MICROPLANET TECHNOLOGY CORP.

DOCUMENT

**AFFIDAVIT** 

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS **DOCUMENT** 

BENNETT JONES LLP

Barristers and Solicitors 4500 Bankers Hall East 855 – 2<sup>nd</sup> Street SW Calgary, Alberta T2P 4K7

Attention: Alexis Teasdale / Michael W. Selnes

Telephone No.: (403) 298-3067 / 3311

Fax No.: (403) 265-7219 Client File No.: 55088.16

## AFFIDAVIT NO. 5 OF WOLFGANG STRUSS Sworn on January 25, 2017.

- I, Wolfgang Struss, of Redmond, Washington, Businessman, SWEAR AND SAY THAT:
- I am the President, CEO, and sole director of MicroPlanet Technology Corp. ("MTC" or 1. the "Company"). I am also President, CEO, and sole director of MTC's wholly-owned US subsidiary, MicroPlanet, Inc. ("MI"). As such, I have personal knowledge of the matters hereinafter deposed to, except where stated to be based on information and belief, in which case I verily believe the same to be true.
- I swear this Affidavit to correct certain evidence in an Affidavit I swore in this matter on 2. December 5, 2016, (the "Struss Affidavit No. 1").
- All capitalized terms not otherwise defined in this Affidavit bear the meaning given to them 3. in the Struss Affidavit No. 1.

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4. At paragraph 56 of the Struss Affidavit No. 1, I stated the following in regards to the funds provided by EVI to MI in August of 2016:

"Since August 22, 2016, investors have placed additional funds with EVI, which in turn has advanced a total of \$170,000.00 directly to MI under the August Security Agreement. These funds were used to purchase raw materials and pay overhead, with a small amount going towards salaries for MI's manufacturing employees."

- 5. At the time I swore the Struss Affidavit No. 1, I believed this information to be true and correct. On January 20, 2017, I was informed by Wayne Smith and EVI's counsel, Mike Moyer, that only \$100,000 USD was advanced by EVI to MI under the August Security Agreement, and that \$75,000 USD was advanced by EVI to MI under the June Security Agreement.
- 6. Having recently learned the information set out in paragraph 5 of this my Affidavit, I wish to correct paragraph 56 of the Struss Affidavit No. 1 to state that since August 22, 2016, \$100,000 USD was advanced under the August Security Agreement and \$75,000.00 USD was advanced under the June Security Agreement.
- 7. I am also aware that since I swore the Struss Affidavit No. 1, \$40,000 USD was repaid to EVI in early December 2016 under the terms of the August Security Agreement, and a further \$30,000 USD was advanced by EVI to MI under the June Security Agreement in December 2016 and January 2017.
- 8. Attached hereto and marked as **Exhibit "1"** is a summary of the loans described in paragraphs 5, 6, and 7 of this my Affidavit.
- 9. I make this Affidavit for the reasons set out in paragraph 2 of this Affidavit and for no other or improper purpose.

SWORN BEFORE ME

at <u>Pedmord</u>, Washington, USA, this 25

day of January, 2017

Notary Public in and for the State of

Washington

WOLFGANG STRUSS

NOTARY PUBLIC STATE OF WASHINGTON ANGELA D. WRIGHT My Appointment Expires WSLEC AL/055088/00046/2/1926985020

This is Exhibit "1" to the Affidavit of Wolfgang Struss	De Stan
Sworn before me this 25th day of	wayyay ou
January / , 2017	<b>)</b> ()
angely D. Wright	•
A Notary Public	NOTARY PUBLIC
In and for the State of Washington	STATE OF WASHINGTON
	ANGELA D. WRIGHT
	My Appointment Expires
•	JULY 29, 2020

\*

## Emerald Ventures, Inc. - June 1, 2016 Loan & Security Agreement

Lender Name	Date Advanced	Date Note Purchased by EVI	Amount
Spitzer Rob	14-Oct-14	1-Aug-16	\$3,000
Kusnick Greg & Karen	23-Jan-15	1-Aug-16	\$20,000
Rubin Elihu	22-Oct-15	1-Aug-16	
Cerretti Doug	21-Dec-15	1-Aug-16	\$49,000
Kreitzer Eric	1-Feb-16	1-Aug-16	\$10,000
Coplan Larry	22-Feb-16	1-Aug-16	\$7,500
Ballard Mike	15-Mar-16	1-Aug-16	\$25,000
Jerome Jerry	12-May-16	1-Aug-16	\$35,500
Campbell Joe	16-May-16	1-Aug-16	\$33,000
Pruzan Herb	7-Jun-16	1-Aug-16	\$20,000
Rosenburg Jerry	13-Jun-16	1-Aug-16	\$75,000
		TOTAL [	4200 - 4-1
		TOTAL [	\$309,545
Emerald Ventures Inc.	26-Sep-16	4771. u 47. n 48. n 48. n 6	\$25,000
Emerald Ventures Inc.	1-Oct-16	The transfer of the second of	\$10,000
Emerald Ventures Inc.	4-Oct-16		\$10,000
Emerald Ventures Inc.	10-Oct-16	to de la Sala de Merco (de) de la la Sala La companya de la c	\$10,000
Emerald Ventures Inc.	20-Oct-16	Barrio de de	\$5,000
Emerald Ventures Inc.	1-Nov-16		\$10,000
Emerald Ventures Inc.	21-Nov-16		\$5,000
		* * * * * * * * * * * * * * * * * * *	4-9,0-0
		Total	\$75,000
Emerald Ventures Inc.	06-Dec-16	Najverske komplete in sta	610.000
Emerald Ventures Inc.	13-Dec-16		\$10,000
Emerald Ventures Inc.	5-Jan-17	A university	\$10,000 \$5,000
Emerald Ventures Inc.	12-Jan-17		\$10,000
	3.5. Juli - 3.7		\$T0\000
		Total	\$35,000
			\$33,000

**Grand Total** 

\$419,545

## Emerald Ventures, Inc. - August 22, 2016 Loan & Security Agreement

Lender Name	Date Advanced	Amount
Emerald Ventures Inc.	22-Aug-16	\$50,000
Emerald Ventures Inc.	29-Aug-16	ຊ່າດ
Emerald Ventures Inc.	29-Aug-16	\$19,980
Emerald Ventures Inc.	1-Sep-16	\$5,000
Emerald Ventures Inc.	9-Sep-16	\$5,000
Emerald Vantures Inc		
Emerald Ventures Inc.	12-Sep-16 21-Sep-16	\$10,000
Emerald Ventures Inc.	26-Sep-16	\$5,000
	TOTAL	\$100,000