



Clerk's stamp:

COURT FILE NUMBER

2203-13202

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

PLAINTIFF

MOSKOWITZ CAPITAL MORTGAGE FUND II
INC.

DEFENDANTS

1631807 ALBERTA LTD., RADIANT
TECHNOLOGIES INC., and RADIANT
TECHNOLOGIES (CANNABIS) INC.

DOCUMENT

**SUPPLEMENTAL REPORT TO THE COURT
OF MNP LTD. IN ITS CAPACITY AS
RECEIVER OF LIMITED ASSETS AND
PROPERTY OF 1631807 ALBERTA LTD.
AND RADIANT TECHNOLOGIES INC.**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Receiver:

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Phone: 780.705.0073 Fax: 780.409.5415
kristin.gray@mnp.ca

Counsel:

McLennan Ross LLP
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Edmonton, AB, Canada T5N 3Y4
Attention: Ryan Trainer
Phone: 780.482.9153 Fax: 780.482.9100
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**IN THE MATTER OF THE RECEIVERSHIP OF
1631807 ALBERTA LTD. AND RADIENT TECHNOLOGIES INC.**

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PURPOSE OF REPORT

1. Pursuant to an Order of the Court of King's Bench of Alberta granted March 21, 2023 (the "**Limited Receivership Order**"), MNP Ltd. ("**MNP**") was appointed receiver (the "**Receiver**") of certain personal property of 1631807 Alberta Ltd. ("**163 Alberta**") and Radiant Technologies Inc. ("**Radiant**") (collectively the "**Debtors**" or "**Companies**") described in Exhibit "L" of the Affidavit of Brian Moskowitz dated March 13, 2023, together with any other personal property of the Debtors as may be agreed upon by the Receiver and the Debtors, including all proceeds thereof (the "**Equipment**"). The Equipment did not include the proceeds of any disposition of chattel property belonging to the Debtors held in trust as of March 21, 2023, by Dentons Canada LLP ("**Dentons**"). A copy of the Limited Receivership Order granted by the Honourable Justice D.R. Mah is attached as **Appendix "A"**.
2. Pursuant to an Order of the Court of King's Bench of Alberta granted July 19, 2023 (the "**Amending Order**") the Limited Receivership Order was amended to include in the Property additional personal property of the Debtor (the "**Additional Property**") as identified in the schedule set out in Exhibit "A" to the Affidavit of Brian Moskowitz dated July 10, 2023. A copy of the Amending Order granted by the Honourable Justice K. Feth is attached as **Appendix "B"**. A listing of the Additional Property is attached as **Appendix "C"**.
3. This is the third report to Court filed by the Receiver regarding the administration of the estate of the Companies (the "**Supplemental Report**"). This report should be read in conjunction with the Receiver's First Report to Court dated May 23, 2023 (the "**First Report**") and the Receiver's Second Report to Court dated July 13, 2023 (the "**Second Report**").
4. The purpose of this report is to, pursuant to paragraph 4 of the Amending Order, provide the service list in these proceedings (the "**Service List**") with a listing of all personal property to be included in an upcoming auction (the "**Second Auction Sale**") to be conducted by Workingman Capital Corp. ("**Workingman**")

BACKGROUND INFORMATION

5. The Companies are a licensed manufacturer in the cannabis industry operating in Edmonton, Alberta. 163 Alberta is a wholly-owned subsidiary of Radiant.

6. Radient operates out of a facility located in Edmonton, Alberta owned by 163 Alberta. The facility includes a main office and extraction building as well as a partiality complete, vacant warehouse building (the "**Facility**").
7. Francesco Ferlino, Gougoux Yves, Harry Kaura, Jocelyne LaFreniere, Jan Petzel, and Steven Splinter are the directors of Radient which was incorporated on May 22, 2014.
8. Harry Kaura is the sole director of 163 Alberta. 163 Alberta was incorporated on September 29, 2011.

INSOLVENCY EVENTS

9. Pursuant to a written lending agreement dated May 2, 2018, and various written amending instructions made between June 2018 and April 2022, Moskowitz Capital Mortgage Fund II Inc. ("**MCMF**") advanced funds and charged agreed upon fees to the Companies.
10. The Companies defaulted on obligations owing to MCMF in mid-2022 and were unable to cure such default.
11. MCMF commenced mortgage proceedings against the Companies and on January 16, 2023, MCMF obtained a Redemption Order – Listing with a 1-day redemption period. The Facility is currently listed for sale pursuant to the Redemption Order – Listing.
12. As the listing price for the judicial sale of the Facility is significantly less than the current value of outstanding debt owing to MCMF, MCMF deemed it necessary to enforce their security over the Debtors' personal property.
13. On March 21, 2023, MCMF applied for and obtained the Limited Receivership Order.
14. MNP is only the Receiver of the Equipment described in Exhibit "L" of the Affidavit of Brian Moskowitz dated March 13, 2023, together with any other personal property of the Debtors as may be agreed upon by the Receiver and the Debtor. The Equipment is comprised of approximately 168 articles of industrial equipment and miscellaneous inventory, much of which is highly specialized and designed for use in the cannabis or bio-medical industries.
15. On April 25, 2023, the Companies and the Receiver agreed to include three crates containing an LC mass spectrometer, TEMA centrifuge and associated parts in the Equipment to be offered for sale.

16. On May 30, 2023, the Receiver applied for and obtained an Approval and Vesting Order (Sale by Receiver) (the “**Approval Order**”) authorizing the Receiver to engage Workingman to auction the Equipment (the “**First Auction Sale**”). A copy of the Approval Order is available on the Receiver’s case website.
17. On June 23, 2023, the Receiver applied for and obtained an Order by consent (the “**Consent Order**”) amending the Approval Order to include a VTA short path distillation plant to be sold by Workingman in the First Auction Sale. A copy of the Consent Order is available on the Receiver’s case website.
18. Workingman inventoried and catalogued the Equipment and posted details online on BidSpotter with the First Auction Sale going live on or around June 12, 2023. On June 26, 2023, Workingman hosted an inspection day at the Facility allowing interested parties to view the Equipment. On June 27, 2023, bidding closed, and the First Auction Sale concluded.
19. On June 19, 2023, Steven Splinter, Interim CEO and Director of Radiant advised that operations had been temporarily shut down. The Receiver understands this is still the case as at the date of this Supplemental Report.
20. On July 19, 2023, the Receiver applied for and obtained an Approval and Vesting Order (Sale by Receiver) (the “**Second Approval Order**”) authorizing the Receiver to engage Workingman to auction the Additional Property in the Second Auction Sale. A copy of the Second Approval Order is attached as **Appendix “D”**.

SECOND AUCTION SALE

21. The Receiver, with the assistance of Workingman, has reviewed the remaining personal property located at the Facility and prepared a comprehensive list of assets (the “**Second Auction Listing**”) to be included in the Second Auction Sale. A copy of the Second Auction Listing is attached as **Appendix “E”**.
22. The Receiver believes there may be additional items of personal property (the “**Receiver Identified Property**”) included in the Second Auction Listing that were not originally listed in the Additional Property listing, largely due to generalities or incomplete asset descriptions on the Additional Property listing. Out of an abundance of caution, the Receiver is circulating the Second Auction Listing to the Service List.

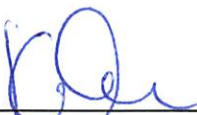
23. Pursuant to the Amending Order any party who has been served with the Supplemental Report who seeks to exclude any of the Receiver Identified Property from the Property may provide the Receiver with notice in writing identifying the item(s) of Receiver Identified Property that such party seeks to exclude from the Property within 14 days of that party's receipt of this Supplemental Report.
24. Any items of the Receiver Identified Property for which the Receiver does not receive a notice described in paragraph 5 of the Amending Order shall be deemed to be irrevocably added to the Property and may be sold in the Second Auction Sale.
25. In the event that any party should provide the Receiver with a notice described in paragraph 5 of the Amending Order, the party who provided the notice, the Receiver, MCMF, or the Debtor shall have leave to bring forward an application in these proceedings seeking the advice and direction of this Honourable Court and a further Order concerning the status of the Receiver Identified Property including, without limitation, an Order permitting the Receiver to dispose of the Receiver Identified Property in questions or an Order entitling any party to take possession of such property.
26. The Receiver intends to initiate marketing efforts for the Second Auction Sale forthwith. Should any Receiver Identified Property be required to be excluded from the Second Auction the Receiver confirms it will remove the property in question from the marketing materials.

All of which is respectfully submitted this 16th day of August 2023.

MNP Ltd.

Receiver of limited assets and property of 1631807 Alberta Ltd. and Radiant Technologies Inc.

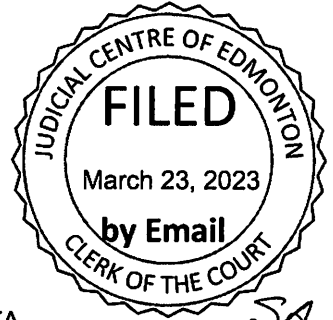
Per:



Kristin Gray, CPA, CA, CIRP, LIT
Senior Vice President

APPENDIX A

A copy of the Limited Receivership Order – March 21, 2023



Clerk's stamp:

SA
Entered

COURT FILE NUMBER 2203-13202
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF MOSKOWITZ CAPITAL MORTGAGE FUND II INC.
DEFENDANTS 1631807 ALBERTA LTD., RADIANT TECHNOLOGIES INC., and RADIANT TECHNOLOGIES (CANNABIS) INC.
DOCUMENT LIMITED RECEIVERSHIP ORDER
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT DLA PIPER (CANADA) LLP
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Email: Jerritt.pawlyk@dlapiper.com / kevin.hoy@dlapiper.com
File No.: 013875-00002

DATE ON WHICH ORDER WAS PRONOUNCED: March 21, 2023
LOCATION OF HEARING: Edmonton Law Courts, Edmonton, Alberta
NAME OF JUSTICE WHO GRANTED THIS ORDER: The Honourable Justice D.R. Mah

UPON the application of Moskowitz Capital Mortgage Fund II Inc. (“MCMF”) in respect of 1631807 Alberta Ltd. and Radiant Technologies Inc. (collectively, the “Debtor”); **AND UPON** having read the Application, the Affidavits of Brian Moskowitz, dated December 12, 2022, and March 12, 2023, and Bench Brief; and the Affidavit of Service of Cassandra Anderson, all filed; **AND UPON** reading the consent of MNP Ltd. to act as receiver (the “Receiver”) of the Debtor, filed; **AND UPON** noting the consent endorsed hereon of MNP Ltd.; **AND UPON** hearing counsel for MCMF, counsel for the proposed Receiver and any other counsel or other interested parties present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

Service

1. The time for service of the notice of application for this order (the "**Order**") is hereby abridged and deemed good and sufficient and this application is properly returnable today.

Appointment

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 (the "**BIA**"), and sections 13(2) of the *Judicature Act*, RSA 2000, c.J-2, and 65(7) of the *Personal Property Security Act*, RSA 2000, c.P-7 MNP Ltd. is hereby appointed Receiver, without security, of the personal property of the Debtor's described in Exhibit "L" of the Affidavit of Brian Moskowitz dated March 13, 2023, together with any other personal property of the Debtor as may be agreed upon by the Receiver and the Debtor, including all proceeds thereof (the "**Property**"). For greater certainty, and without restricting the generality of the foregoing, the Property shall not include the proceeds of any disposition of chattel property belonging to the Debtor held in trust as of the date of this Order by Dentons Canada LLP.

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) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, which shall include the Receiver's ability to abandon, dispose of, or otherwise release any interest in the Property;
 - (b) to receive, preserve and protect 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 cease to perform any contract of the Debtor connected or relating to the use, operation, lease, license, sale, transfer or other disposition of the Property;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, 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 Receiver's powers and duties, including without limitation those conferred by this Order;

- (e) 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;
- (f) 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 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;
- (g) 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;
- (h) 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 \$50,000 provided that the aggregate consideration for all such transactions does not exceed \$200,000; 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*, RSA 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required.

- (i) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing 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;
- (j) 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;

- (k) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity;
- (l) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority in connection with the Property and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (m) 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; and
- (n) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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, including the Debtor, and without interference from any other Person (as defined below).

4. Notwithstanding anything in paragraph 3 of this Order, the Receiver shall not be empowered or authorized to manage, operate, or carry on the business of the Debtor or to perform any contractual obligation of the Debtor.
5. Notwithstanding anything in paragraph 3 of this Order, the Receiver shall provide to any secured creditor who requests information of the Debtor relating to amounts owing by the Debtor pursuant to the *Income Tax Act*, RSC 1985, c 1, or the *Excise Tax Act*, RSC 1985, c E-15, any such information within the Receiver's knowledge at the time of such request.

Duty to Provide Access and Co-operations to the Receiver

6. (i) The Debtor, (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, any authorized agent acting on behalf of MCMF in connection with any of MCMF's rights or authority arising from the October 20, 2022, Order granted by the Honourable Applications Judge B.W. Summers in these proceedings (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.

7. 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 Property, 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 or in paragraph 8 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.
8. 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.

No Proceedings Against the Receiver

9. 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

10. No Proceeding against or in respect of the Debtor concerning or relating to 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 Property are hereby

stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) 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; and (ii) affect a Regulatory Body's investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

No Exercise of Rights of Remedies

11. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtor or the Receiver in connection with or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court or the express written consent of the Receiver, provided, however, that nothing in this Order shall:
 - (a) empower the Debtor to carry on any business that the Debtor is not lawfully entitled to carry on;
 - (b) prevent the filing of any registration to preserve or perfect a security interest;
 - (c) prevent the registration of a claim for lien; or
 - (d) exempt the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment.
12. Nothing in this Order shall prevent any party from taking an action against the Debtor where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Receiver at the first available opportunity.
13. No Person shall accelerate, suspend, 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 in relation to or concerning the Property, except with the written consent of the Debtor and the Receiver, or leave of this Court. All persons having oral or written agreements or arrangements with the Debtor, including without limitation all computer software, communication and other data services, insurance, transportation, maintenance services, other services to the Debtor in connection with the Property are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such

goods or services as may be required by the Debtor or exercising any other remedy provided under such agreements or arrangements.

Receiver to Hold Funds

14. 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

15. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, SC 2005, c.47 ("**WEPPA**").
16. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 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.

Limitations on Environmental Liabilities

17. (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:
 - A. complies with the order, or
 - B. 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;
 - 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:
 - A. 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
 - B. 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.

Limitation on the Receiver's Liability

- 18. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from

any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

Receiver's Accounts

19. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, which charge shall not exceed an aggregate amount of \$50,000.00 as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.
20. The Receiver and its legal counsel shall pass their accounts from time to time.
21. 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

22. 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 \$50,000.00 (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, deemed 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) of the BIA.
23. 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.

24. 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.
25. 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.
26. The Receiver shall be authorized to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

Allocation

27. 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

28. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
29. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
30. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
31. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction 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, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
32. 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 and that the Receiver is authorized and

empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

33. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the proceeds of the Property with such priority and at such time as this Court may determine.
34. Any interested party may apply to this Court to vary or amend this Order on not less than 7 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.

Filing

35. This Order is issued and shall be filed in Court of King's Bench Action No. 2203-13202.
36. The Receiver shall establish and maintain a website in respect of these proceedings at <https://mnpdebt.ca/en/corporate/corporate-engagements/radiant-technologies-inc> the "**Receiver's Website**") and shall post there as soon as practicable:
 - (a) all materials prescribed by statute or regulation to be made publicly available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
37. Service of this Order shall be deemed good and sufficient by:
 - (a) serving the same on:
 - i. the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;
 - ii. any other person served with notice of the application for this Order;
 - iii. any other parties attending or represented at the application for this Order; and
 - (b) posting a copy of this Order on the Receiver's Websiteand service on any other person is hereby dispensed with.

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38. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

A handwritten signature in black ink, appearing to be 'D. G. Bell', written in a cursive style.

Justice of the Court of King's Bench of Alberta

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that MNP Ltd., the receiver (the "Receiver") of all of the Property (as defined in the Order) of 1631807 Alberta Ltd. and Radiant Technologies Inc. appointed by Order of the Court of King's Bench of Alberta and Court of King's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court") dated the ____ day of March, 2023 (the "Order") made in action numbers 2203-13202 and _____, 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 \$_____ that 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 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 _____ 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 (as defined in the Order), 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____

MNP Ltd., solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: _____

Name:

Title:

APPENDIX B

A copy of the Amending Order – July 19, 2023

Clerk's stamp:



COURT FILE NUMBER 2203-13202
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF MOSKOWITZ CAPITAL MORTGAGE FUND II INC.
DEFENDANTS 1631807 ALBERTA LTD., RADIANT TECHNOLOGIES INC., and RADIANT TECHNOLOGIES (CANNABIS) INC.
DOCUMENT **AMENDING ORDER**

JC

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

DLA PIPER (CANADA) LLP
Suite 2700, Stantec Tower
10220 – 103rd Avenue NW
Attn: Jerritt Pawlyk and Kevin Hoy
Phone: 780.429.6835
Fax: 780.670.4329
Email: Jerritt.pawlyk@dlapiper.com /
kevin.hoy@dlapiper.com
File No.: 013875-00002

DATE ON WHICH ORDER WAS PRONOUNCED: **July 19, 2023**
LOCATION OF HEARING: **Edmonton Law Courts, Edmonton, Alberta**
NAME OF JUSTICE WHO GRANTED THIS ORDER: **The Honourable Justice K. Feth**

UPON the application of Moskowitz Capital Mortgage Fund II Inc. ("**MCMF**") in respect of 1631807 Alberta Ltd. and Radiant Technologies Inc. (collectively, the "**Debtor**"); **AND UPON** having read the Application, the Affidavits of Brian Moskowitz, dated December 12, 2022, March 12, 2023, and July 10, 2023; and the Affidavit of Service of Cassandra Anderson, all filed; **AND UPON** hearing counsel for MCMF, counsel for MNP Ltd. (the "**Receiver**") and any other counsel or other interested parties present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

Service

1. The time for service of the notice of application for this order (the "**Order**") is hereby abridged and deemed good and sufficient and this application is properly returnable today.

Amendment to Limited Receivership Order

2. Terms expressly defined in the March 31, 2023, Limited Receivership Order of the Honourable Justice D.R. Mah in these proceedings (the "**Limited Receivership Order**") shall have the same meaning in this Order, except where otherwise defined.
3. Paragraph 2 of the Limited Receivership Order shall be amended to include in the Property the personal property of the Debtor identified in the schedule set out in Exhibit "A" to the Affidavit of Brian Moskowitz dated July 10, 2023, (the "**Third Moskowitz Affidavit**") including all proceeds thereof.
4. In the event that the Receiver should determine that additional items of personal property (the "**Receiver Identified Property**") not described in Exhibit "A" to the Third Moskowitz Affidavit or Exhibit "L" to the Affidavit of Brian Moskowitz are located at or on the Debtor's lands described in Schedules "A" and "B" of the Amended Statement of Claim filed in these proceedings, the Receiver shall:
 - (a) file a further report (the "**Supplemental Report**") enclosing a schedule listing the Receiver Identified Property;
 - (b) serve the Supplemental Report on the service list created in these proceedings (the "**Service List**") in the manner for service described in paragraph 9 of this Order; and
 - (c) serve the Supplemental Report and a copy of this Order on any party not included in the Service List as of the date of this Order that the Receiver identifies as maintaining a potential interest, lien, charge, or other encumbrance in any of the Receiver Identified Property.
5. Any party who has been served with the Supplemental Report who seeks to exclude any of the Receiver Identified Property from the Property may provide the Receiver with notice in writing identifying the item(s) of the Receiver Identified Property that such party seeks to exclude from the Property within 14 days of that party's receipt of service of the Supplemental Report.
6. Any items of the Receiver Identified Property for which the Receiver does not receive a notice described in paragraph 5 of this Order shall be deemed to be irrevocably added to the Property and may be sold in the Second Auction Sale (as defined in the Approval and Vesting Order, granted July 19, 2023, in these proceedings).
7. In the event that any party should provide the Receiver with a notice described in paragraph 5 of this Order, the party who provided the notice, the Receiver, MCMF, or the Debtor shall have leave to bring forward an application in these proceedings seeking the advice and direction of this Honourable Court and a further Order concerning the status of the Receiver Identified Property

including, without limitation, an Order permitting the Receiver to dispose of the Receiver Identified Property in question or an Order entitling any party to take possession of such property.

8. Nothing in this Order shall require the Receiver to serve or act as receiver manager of the Debtors or otherwise extend the duties, obligations, and responsibilities of the Receiver as is set out in the Limited Receivership Order, save and except to the extent that this Order requires the Receiver to deal with the Property identified in Exhibit "A" to the Third Moskowitz Affidavit.

9. Service of this Order shall be deemed good and sufficient by:

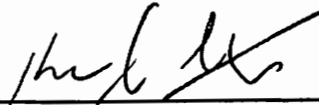
(a) serving the same on:

- i. the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;
- ii. any other person served with notice of the application for this Order;
- iii. any other parties attending or represented at the application for this Order; and

(b) posting a copy of this Order on the Receiver's Website

and service on any other person is hereby dispensed with.

10. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.


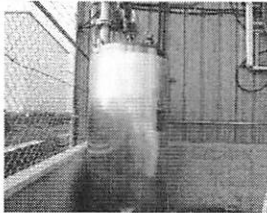
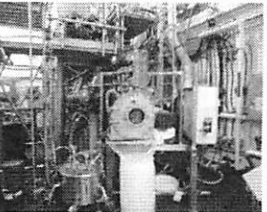
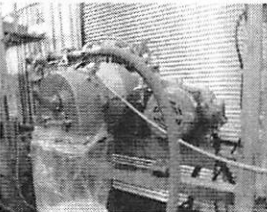



Justice of the Court of King's Bench of Alberta

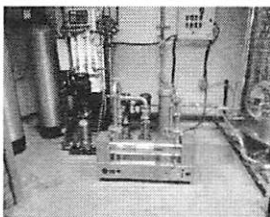
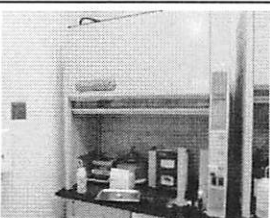
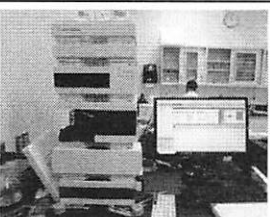

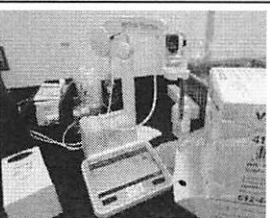
APPENDIX C

A copy of the Additional Equipment listing

xhide

| ITEM | PHOTO | Pic Ref | UNIT | DESCRIPTION | VIN/SN |
|------|---|--------------|------|--|-------------|
| 1 |  | P1140562-566 | FRK2 | HYSTER 40 FORKLIFT W/ 42" FORKS & 38.5" TDL INTEGRE, MODEL J40XN | A935N01688K |
| 2 |  | P1140571-573 | | 1992 300 GALLON SS VENT TANK | 93PH46309 |
| 3 |  | P1140605-606 | | TEMA CENTRIFUGE H250 SS EXPLOSION RATED | |
| 4 |  | P1140612-613 | | TEMA SOLID BOWL CENTRIFUGE DECANTER, 4300 RPM, XP RATED | 000698 |
| 5 |  | P1140630 | | EXPLOSION PROOF VACUUM | |


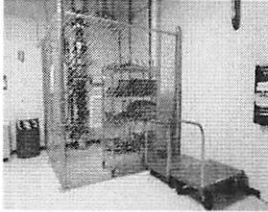


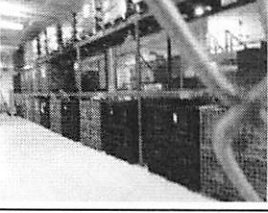

| | | | | | |
|----|---|--------------|--|--|-------------|
| 6 |  | P1140641-643 | | AS26 SHARPLE CENTRIFUGE SS | 90AS26SP-87 |
| 7 |  | P1140679-680 | | TEMA CENTRIFUGE, MODEL# SBD320, XP RATED | |
| 8 |  | P1140682-683 | | TEMA CONTURBEX CENTRIFUGE, MODEL H400K, XP RATED | 001284 |
| 9 |  | P1140708-709 | | AIR HANDLING UNIT 2 | 47993 AHU-2 |
| 10 |  | P1140722-723 | | AIR HANDLING UNIT 3 | |
| 11 | NO PHOTO AVAILABLE | | | AIR HANDLING UNIT 1 | |

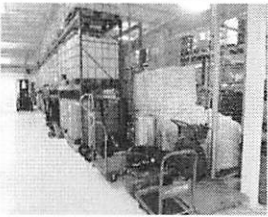
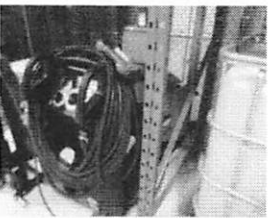
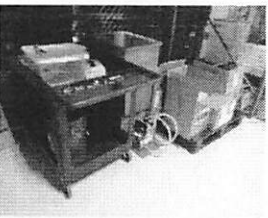
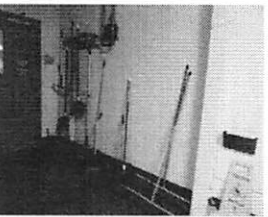
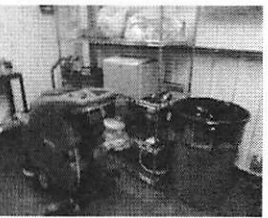
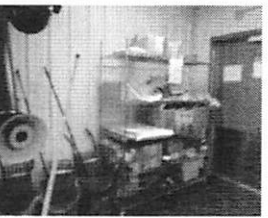
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|----|---|--------------|----------|---|--|
| 12 |  | P1140734-735 | | RO WATER PURIFICATION SYSTEM | |
| 13 |  | P1140744-745 | | KAESER ASD 40 SIGMA, ROTARY AIR COMPRESSOR SYSTEM | |
| 14 |  | P1140767-768 | FUH2 | FUMEHOOD | |
| 15 |  | P1140770-771 | QC-HPLC2 | AGILENT | |
| 16 |  | P1140781 | | COMPUTERS, MONITORS, MISC LAB ITEMS | |
| 17 |  | P1140783-784 | QC-PHEC1 | METTLER TOLEDO TOC INSTRUMENT | |


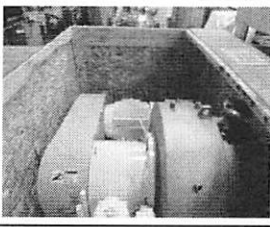
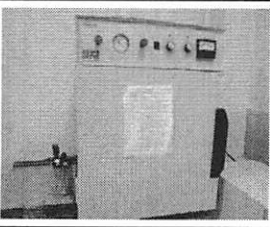
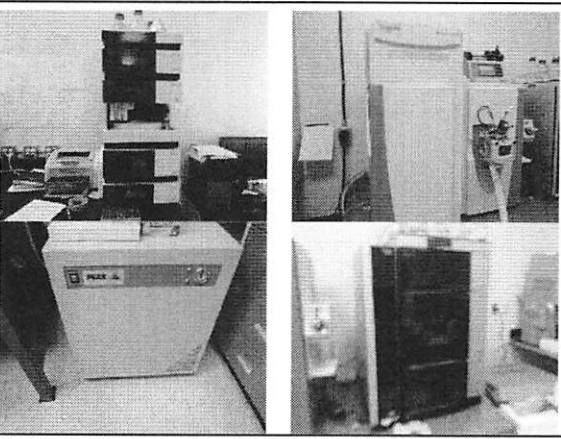

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|----|---|--------------|--------|--|--|
| 18 |  | P1140789-790 | QC-AW1 | AQUALAB 4TE WATER ACTIVITY METER | |
| 19 |  | P1140792-793 | QC-LC1 | HEATING PLATE | |
| 20 |  | P1140806-809 | | SERVER FOR SECURITY SYSTEM W/ APPROX 100 CAMERAS | |
| 21 |  | P1140815-841 | SPD01 | S01 ZIERER SHORT PATH DISTILLATION PLANT | |
| 22 |  | P1140846 | PS2 | OHAUS DEFENDER 5000 XTREMEW SCALE | |
| 23 |  | P1140851 | | THERMO HOT PLATE | |

| | | | | | |
|----|---|----------|------|--------------------------|--|
| 24 |  | P1140851 | BAL2 | SCALE | |
| 25 |  | P1140853 | BAL4 | OHAUS BALANCE 4 | |
| 26 |  | P1140855 | | MISC CARTS & DRUMS | |
| 27 |  | P1140856 | | MISC TANKS & CARTS | |
| 28 |  | P1140857 | | MISC CABINETS & ITEMS | |
| 29 |  | P1140858 | | ETHANOL FIRE SUPPRESSION | |

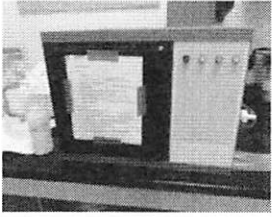
| | | | | | |
|----|---|--------------|--|---|------|
| 30 |  | P1140859 | | MISC RACKING & METAL CABINET | |
| 31 |  | P1140860 | | PART OF OVERALL INSTRUMENT LIST | |
| 32 |  | P1140861 | | VARIOUS SANITARY HOSES & STORAGE CABINETS | |
| 33 |  | P1140862-863 | | WASH STATION | COST |
| 34 |  | P1140870 | | TOOL CHEST & MISC SHOP ITEMS | |
| 35 |  | P1140871 | | MISC RACKING & SUPPLIES | |

| | | | | | |
|----|---|----------|--|--|--|
| 36 |  | P1140872 | | MISC OPERATING SUPPLIES | |
| 37 |  | P1140874 | | MISC CARTS | |
| 38 |  | P1140875 | | MISC SMALL CARTS & CABINETS | |
| 39 |  | P1140876 | | MISC SMALL CARTS & CABINETS | |
| 40 |  | P1140877 | | METAL SHELVING & (22) COLLAPSIBLE BINS, FENCING | |
| 41 |  | P1140878 | | METAL SHELVING OF DRUMS & SUPPLIES | |

| | | | | | |
|----|---|--------------|--------------|--|--|
| 52 |  | P1140879-880 | | MISC CARTS & NEW PUMPS (STILL IN CASES), MULTIPLE 1000L ETHENOL TOTES | |
| 43 |  | P1140881-883 | PW1 | KARCHER PRESSURE WASHER | |
| 44 |  | P1140886 | | CART & MISC ITEMS | |
| 45 |  | P1140887 | | VARIOUS BROOMS & SQUEEGEES | |
| 46 |  | P1140888-890 | JVFS1 | JOHNNY VAC COMMERCIAL FLOOR CLEANER | |
| 47 |  | P1140891-892 | | (3) COMMERCIAL WASH BUCKETS & MOPS, METAL RACKING W/ VARIOUS ITEMS | |

| | | | | | |
|----|---|--|-----|--|--|
| 48 |  | P1140884 | DS2 | FAIRBANK TRANSPORT SCALE | |
| 49 |  | P1150071-074 | | (2) TEMA CENTRIFUGE, MODEL# SBD320, XP RATED | |
| 50 |  | P1150135-136 | | NAPCO E SERIES VACUUM OVEN, MODEL # 5861 | |
| 51 |  | P1150180-186 & P1150257-260 & P1150262-267 & P1150269-271 | | MASS SPECTROMETER - THERMO ULTRIMATE 3000, DIONEX ULTIMATE 3000 PUMP, DIONEX ULTIMATE 3000 AUTOSAMPLER, DIONEX ULTIMATE 3000 COLUMN COMPARTMENT, DIONEX ULTIMATE 3000 DIODE ARRAY DETECTOR, THERMO SCIENTIFIC Q EXACTIVE FOCUS, VANQUISH COLUMN COMPARTMENT, VANQUISH DETECTOR, AUTOSAMPLER, PUMP, PEAK SCIENTIFIC | |
| 52 |  | P1150188-189 | | BUCHI PURE C-850 FLASH PREP | |

53



P1150293-
295

WATER STILL AQUATRON A4000D

APPENDIX D

A copy of the Second Approval Order – July 19, 2023

CERTIFIED *E. Wheaton*
by the Court Clerk as a true copy of the
document digitally filed on Aug 15, 2023

COURT FILE NUMBER

2203 13202

COURT

KING'S
COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

PLAINTIFF

MOSKOWITZ CAPITAL MORTGAGE FUND II INC.

DEFENDANTS

1631807 ALBERTA LTD., RADIANT TECHNOLOGIES INC.,
and RADIANT TECHNOLOGIES (CANNABIS) INC.

DOCUMENT

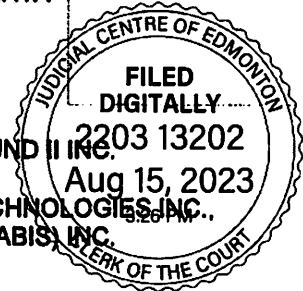
**APPROVAL AND VESTING ORDER
(Sale by Receiver)**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT

McLENNAN ROSS LLP
#600 McLennan Ross Building
12220 Stony Plain Road
Edmonton, AB T5N 3Y4

Lawyer: Ryan Trainer
Telephone: (780) 482-9153
Fax: (780) 492-9100
Email: ryan.trainer@mross.com
File No.: 20230959

Clerk's Stamp



DATE ON WHICH ORDER WAS PRONOUNCED: July 19, 2023

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

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

UPON THE APPLICATION by MNP Ltd. in its capacity as the Court-appointed receiver (the "Receiver") of certain personal property of 1631807 Albert Ltd. and Radiant Technologies Inc. (collectively, the "Debtors") described in Exhibit "L" of the Affidavit of Brian Moskowitz dated March 13, 2023, the asset described in the Consent Order granted June 23, 2023, and Exhibit "A" of the Affidavit of Brian Moskowitz dated July 10, 2023, together with any other personal property of the Debtors as may be agreed upon by the Receiver and the Debtors, including all proceeds thereof, for an order approving the proposed second auction sale (the "Second Auction Sale") contemplated by Workingman Capital Corp. ("Workingman") in accordance with a Request for Offers to Purchase (the "ROP") for the sale of the purchased assets (the "Purchased Assets"), and vesting the Debtors' right, title and interest in and to the Purchased Assets to the end purchasers (the "Purchaser" or "Purchasers");

AND UPON the Plaintiff's application to expand the scope of the Receivership Order to include the remaining assets of the Debtors;

AND UPON HAVING READ the Limited Receivership Order dated March 21, 2023 (the "Receivership Order"), the Receivership Amending Order dated July 19, 2023 (the "Amending Order"), the Receiver's First Report to the Court along with the Confidential Appendices attached thereto, the Receiver's Second Report to the Court and the Affidavit of Service of Lynae Anderson;

AND UPON HEARING the submissions of counsel for the Receiver, counsel for the Plaintiff and those in attendance, and no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

AND UPON HAVING READ the Sale and Vesting Order granted on May 30, 2023 (the "First Sale and Vesting Order") approving the auction sale of the Receiver, and the Consent Order granted on June 23, 2023 amending the First Sale and Vesting Order;

AND UPON NOTING that the auction sale of the personal property of the Debtors held pursuant to the First Sale and Vesting Order closed on June 27, 2023 and the net sale proceeds are currently being collected by Workingman;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

APPROVAL OF SECOND AUCTION SALE

2. The Second Auction Sale is hereby approved and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents, including amending the Auction Agreement between the Receiver and Workingman as may be necessary or desirable for completion of the Second Auction Sale and conveyance of the Purchased Assets to the Purchaser or Purchasers.

VESTING OF PROPERTY

3. Upon delivery of a Receiver's certificate to Workingman substantially in the form set out in Schedule "A" hereto (the "Receiver's Closing Certificate"), all of the Debtors' right, title and interest in and to the Purchased Assets [listed in Schedule "B" hereto] shall vest absolutely in the name of the Purchasers (or their nominees), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of

ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "Claims") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act (Alberta)* or any other personal property registry system;

and for greater certainty, this Court orders that all Claims affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

4. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "Governmental Authorities") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:
 - (a) the Registrar of the Alberta Personal Property Registry (the "PPR Registrar") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests in the estate or interest of the Debtors in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Auction Agreement. Presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims.
6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Second Auction Sale and the Auction Agreement, as amended.

7. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.
8. Workingman and the Purchasers shall not, by completion of the Second Auction Sale, have liability of any kind whatsoever in respect of any Claims against the Debtor.
9. Upon completion of the Second Auction Sale, the Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchasers (or their nominees).
10. The Purchasers (or their nominees) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtors, or any person claiming by, through or against the Debtors.
11. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to Workingman.

MISCELLANEOUS MATTERS

12. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;

- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "BIA"), in respect of the Debtors, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Debtors; and
- (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

- 13. The Receiver, Workingman, the Purchasers (or their nominees) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Second Auction Sale.
- 14. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, 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 order and to provide such assistance to the Receiver, as an officer of the 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.
- 15. The Receiver's activities as set out in the Receiver's Reports are hereby ratified and approved.
- 16. The Receiver's Charge included at paragraph 19 of the Limited Receivership Order is increased from \$50,000 to \$100,000 in the aggregate.
- 17. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order; and

(iii) any other parties attending or represented at the application for this Order;

(b) Posting a copy of this Order on the Receiver's website at:
<https://mnpdebt.ca/en/corporate/corporate-engagements/radiant-technologies-inc>

and service on any other person is hereby dispensed with.

18. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



Justice of the Court of Queen's Bench of Alberta
K. King's

Schedule "A"**Form of Receiver's Certificate**

| | | |
|--|---|----------------------|
| COURT FILE NUMBER | 2203 13202 | Clerk's Stamp |
| COURT | COURT OF QUEEN'S BENCH OF ALBERTA | |
| JUDICIAL CENTRE | EDMONTON | |
| PLAINTIFF | MOSKOWITZ CAPITAL MORTGAGE FUND II INC. | |
| DEFENDANT | 1631807 ALBERTA LTD., RADIANT TECHNOLOGIES INC., and RADIANT TECHNOLOGIES (CANNABIS) INC. | |
| DOCUMENT | RECEIVER'S CERTIFICATE | |
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT | McLENNAN ROSS LLP #600 McLennan Ross Building 12220 Stony Plain Road Edmonton, AB T5N 3Y4 | |
| | Lawyer: Ryan Trainer Telephone: 780.482.9153 Fax: 780.733.9716 Email: ryan.trainer@mross.com File No.: 20230959 | |

RECITALS

- A. Pursuant to an Order of the Honourable Justice D.R. Mah of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the "Court") dated March 21, 2023, MNP Ltd. was appointed as the receiver (the "Receiver") of certain personal property of 1631807 ALBERTA LTD. and RADIANT TECHNOLOGIES INC (the "Debtors").
- B. Pursuant to an Order of the Court dated July 19, 2023 (the "Sale Approval and Vesting Order"), the Court approved the second auction sale proposed by Workingman Capital Corp. ("Workingman") and the related auction sale (the "Second Auction Sale") of the assets of the Debtors (the "Purchased Assets") and provided for the vesting in the Purchased Assets to the end purchasers ("Purchaser" or "Purchasers") after Workingman completes the proposed Auction Sale of the Debtors' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to Workingman of a certificate confirming (i) the payment by the Purchasers of the purchase price (the "Purchase

Price") for the Purchased Assets; and (ii) the Auction Sale has been completed to the satisfaction of the Receiver.

- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Auction Agreement.

THE RECEIVER CERTIFIES the following:

1. Workingman has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Second Auction Agreement;
2. The conditions to Closing as set out in the Auction Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee);
3. The Second Auction Sale has been completed to the satisfaction of the Receiver. and
4. This Certificate was delivered by the Receiver at _____ on _____, 2023.

**MNP LTD., in its capacity as Receiver of
the personal property of
1631807 ALBERTA LTD. and
RADIANT TECHNOLOGIES INC. as
described in the Limited Receivership
Order, and not in its personal capacity.**

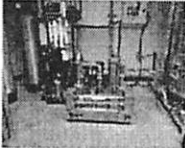
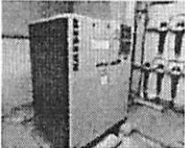
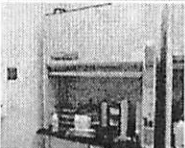








Per: _____

Name: Kristin Gray

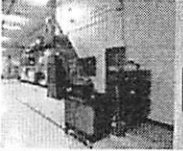


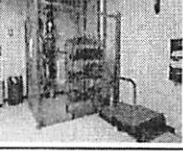







Title: Senior Vice President










Schedule "B"

| ITEM | PHOTO | Pic Ref | UNIT | DESCRIPTION | VIN/SN |
|------|---|--------------|------|--|-------------|
| 1 |  | P1140562-566 | FRK2 | HYSTER 40 FORKLIFT W/ 42" FORKS & 38.5" TDL INTEGRE, MODEL J40XN | A935N01688K |
| 2 |  | P1140571-573 | | 1992 300 GALLON SS VENT TANK | 93PH46309 |
| 3 |  | P1140605-606 | | TEMA CENTRIFUGE H250 SS EXPLOSION RATED | |
| 4 |  | P1140612-613 | | TEMA SOLID BOWL CENTRIFUGE DECANter, 4300 RPM, XP RATED | 000698 |
| 5 |  | P1140630 | | EXPLOSION PROOF VACUUM | |
| 6 |  | P1140641-643 | | AS28 SHARPLE CENTRIFUGE SS | 90AS26SP-67 |
| 7 |  | P1140679-680 | | TEMA CENTRIFUGE, MODEL# SBD320, XP RATED | |
| 8 |  | P1140682-683 | | TEMA CONTURBEX CENTRIFUGE, MODEL H400K, XP RATED | 001284 |
| 9 |  | P1140708-709 | | AIR HANDLING UNIT 2 | 47993 AHU-2 |
| 10 |  | P1140722-723 | | AIR HANDLING UNIT 3 | |
| 11 | NO PHOTO AVAILABLE | | | AIR HANDLING UNIT 1 | |

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|----|---|--------------|----------|---|--|
| 12 |  | P1140734-735 | | RO WATER PURIFICATION SYSTEM | |
| 13 |  | P1140744-745 | | KAESER ASD 40 SIGMA, ROTARY AIR COMPRESSOR SYSTEM | |
| 14 |  | P1140767-768 | FUH2 | FUMEHOOD | |
| 15 |  | P1140770-771 | QC-HPLC2 | AGILENT | |
| 16 |  | P1140781 | | COMPUTERS, MONITORS, MISC LAB ITEMS | |
| 17 |  | P1140783-784 | QC-PHEC1 | METTLER TOLEDO TOC INSTRUMENT | |
| 18 |  | P1140789-790 | QC-AW1 | AQUALAB 4TE WATER ACTIVITY METER | |
| 19 |  | P1140792-793 | QC-LC1 | HEATING PLATE | |
| 20 |  | P1140805-809 | | SERVER FOR SECURITY SYSTEM W/ APPROX 100 CAMERAS | |
| 21 |  | P1140815-841 | SPD01 | S01 ZIERER SHORT PATH DISTILLATION PLANT | |
| 22 |  | P1140846 | PS2 | OHAUS DEFENDER 5000 XTREMEW SCALE | |

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|----|---|--------------|------|---|------|
| 23 |  | P1140851 | | THERMO HOT PLATE | |
| 24 |  | P1140851 | BAL2 | SCALE | |
| 25 |  | F1140853 | BAL4 | OHAUS BALANCE 4 | |
| 26 |  | P1140855 | | MISC CARTS & DRUMS | |
| 27 |  | P1140856 | | MISC TANKS & CARTS | |
| 28 |  | P1140857 | | MISC CABINETS & ITEMS | |
| 29 |  | P1140858 | | ETHANOL FIRE SUPPRESSION | |
| 30 |  | P1140859 | | MISC RACKING & METAL CABINET | |
| 31 |  | P1140860 | | PART OF OVERALL INSTRUMENT LIST | |
| 32 |  | P1140861 | | VARIOUS SANITARY HOSES & STORAGE CABINETS | |
| 33 |  | P1140862-863 | | WASH STATION | COST |

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| 34 |  | P1140870 | | TOOL CHEST & MISC SHOP ITEMS | |
| 35 |  | P1140871 | | MISC RACKING & SUPPLIES | |
| 36 |  | P1140872 | | MISC OPERATING SUPPLIES | |
| 37 |  | P1140874 | | MISC CARTS | |
| 38 |  | P1140875 | | MISC SMALL CARTS & CABINETS | |
| 39 |  | P1140876 | | MISC SMALL CARTS & CABINETS | |
| 40 |  | P1140877 | | METAL SHELVING & (22) COLLAPSIBLE BINS, FENCING | |
| 41 |  | P1140878 | | METAL SHELVING OF DRUMS & SUPPLIES | |
| 52 |  | P1140879- 880 | | MISC CARTS & NEW PUMPS (STILL IN CASES), MULTIPLE 1000L ETHENOL TOTES | |
| 43 |  | P1140881- 883 | PW1 | KARCHER PRESSURE WASHER | |
| 44 |  | P1140886 | | CART & MISC ITEMS | |

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| 45 |  | P1140887 | | VARIOUS BROOMS & SQUEEGEES | |
| 46 |  | P1140888-890 | JVFS1 | JOHNNY VAC COMMERCIAL FLOOR CLEANER | |
| 47 |  | P1140891-892 | | (3) COMMERCIAL WASH BUCKETS & MOPS, METAL RACKING W/ VARIOUS ITEMS | |
| 48 |  | P1140884 | DS2 | FAIRBANK TRANSPORT SCALE | |
| 49 |  | P1150071-074 | | (2) TEMA CENTRIFUGE, MODEL# SBD320, XP RATED | |
| 50 |  | P1150135-136 | | NAPCO E SERIES VACUUM OVEN, MODEL # 5861 | |
| 51 |  | P1150180-186 & P1150257-260 & P1150262-267 & P1150269-271 | | MASS SPECTROMETER - THERMO ULTIMATE 3000, DIONEX ULTIMATE 3000 PUMP, DIONEX ULTIMATE 3000 AUTOSAMPLER, DIONEX ULTIMATE 3000 COLUMN COMPARTMENT, DIONEX ULTIMATE 3000 DIODE ARRAY DETECTOR, THERMO SCIENTIFIC Q. EXACTIVE FOCUS, VANQUISH COLUMN COMPARTMENT, VANQUISH DETECTOR, AUTOSAMPLER, PUMP, PEAK SCIENTIFIC | |
| 52 |  | P1150188-189 | | BUCHI PURE C-850 FLASH PREP | |
| 53 |  | P1150293-295 | | WATER STILL AQUATRON A4000D | |

APPENDIX E

A copy of the Second Auction Listing

| Lot | Description |
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| 1 | LOT: (2) 3/8 PRO POINT DIGITAL TORQUE WRENCHES, (1) CDI TORQUE WRENCH, (2) CDI 2502 MRMH TORQUE WRENCHES, PLUS TORQUE WRENCH ADAPTORS |
| 2 | LOT: STANLEY FATMAX PORTABLE TOOLBOX W CONTENTS, (2) ULINE BOLT CUTTERS, HD RATCHET SET W CASE, AURORA PNEUMATIC RATCHET |
| 3 | RUBBERMAID TRADEMASTER ROLLING WORKBENCH W CONTENTS: HAND TOOLS, RATCHES, WRENCHES, FLASHLIGHTS, REDUCER SET, ETC. |
| 4 | LOT: SAFETY AND FIRST AID KITS INCLUDING: MASK FILTERS, GLASSES, LABCOATS, RESPIRATORS, GLOBES, RAINGEAR, PLASTIC CHAIN, DAKOTA WINTER SAFETY JACKETS, SAFETY HARNESES, LANYARDS, BOOTS, PRESSURE SPRAYER, HEARING PROTECTION, INCLUDES (2) RACKS AND TABLE, CLOTHING RACK |
| 5 | RACK W TEACH PENDANT, (2) ATG PHARMA BENCHTOP CONTROLLERS MODEL MDA1, SENSORS, GAUGE METERS, THERMAL WRAPS, GAUGES |
| 6 | RACK W: METTLER TOLEDO PRECISION JUNCTION BOX AIB541M, LOW PRESSURE TEST PUMP, TUNDRA GAS DETECTION CALIBRATION KIT, VEGA PULSE PRESSURE SENSOR 63, ULTIMA X IR GAS MONITOR, HOSES, ETC |
| 7 | RACK W: AGILENT J&W GC COLUMNS, ZEBRON GC COLUMNS, HEADSPACE TOOL, AGILENT POROSHELL 120, DISPOSABLE SYRINGES W NO NEEDLES, ETC. |
| 8 | LOT MEASURING EQUIP INCL: UEI CD100A COMBUSTIBLE GAS LEAK DETECTOR, BOSCH 135' LASER TAPE MEASURE, HTI SOUND LEVEL METER, (3) MSA ALTAIR 4XR GAS LEAK DETECTORS, PYLE THERMO ANNEMOMETER, 6" VERNIER |
| 9 | DEPSTECH LIGHT SCOPE W APPROX 200" CABLE |
| 10 | LOT: SATO MODEL CL4NX PLUS LABEL MACHINE, (2) LABELTAC PRO X LABEL PRINTER, ZEBRA ZD 620 LABEL PRINTER, ZEBRA ZD 420 LABEL PRINTER, PLUS ASSORTED LABELTAC PRINTER RIBBONS, (2) BROTHER P TOUCH LABEL MAKERS W LIGHT BOX, 4 SHELF WIRE RACK |
| 11 | MATHESON BREATHING AIR ANALYSIS KIT MODEL 8014BAK-01 |
| 12 | DOLBY MODEL VCP9000 CONFERENCE PHONE, SN G5062280 |
| 13 | LOT (15) MOTOROLA WALKIE TALKIES, MODELS PR400 AND CP200D, W CHARGING BASES W CART |

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| 14 | LOT (7) DELL COMPUTER MONITORS MODEL P2419H, W STANDS, FUJI DIGITAL CAMERA, BATTERIES, FLASHLIGHTS, 2 RAWER METAL FILING CABINET |
| 15 | RICOH 65" INTERACTIVE WHITEBOARD MODEL D6510, SN 1748X600560, W ROLLING STAND, KEYBOARD, MOUSE, CAMERA |
| 16 | SAMSUNG 55" TV MODEL QN55Q65FNF, REMOTE, SN 07R3CYKA00475J NOTE: NO POWER CORD |
| 17 | LOT: 4 SHELF WIRE RACK W: MICRO VANTAGE ULTRA PREMIUM FILTER SERIES MODEL 1SFH3-C226-1TC25-11S SN 210605-002 150 PSI, METTLER TOLEDO IND 570 XX CONTROL BOX, 5' EXTENSION BAR, TOTE W FAIRBANKS SCALE BATTERIES, FILTERS, GAS CANNISTERS, SMART SENSORS |
| 18 | LOT: ASSORTED GLASS CARTRIDGE COMPONENTS, JUPITER STOCK L6, ETC |
| 19 | LOT: AE LIGHT EPL 1000554, EPL1000577, 4' BLACK LIGHT, BUG LIGHT, (3) ULINE MP8 SEALERS |
| 20 | LOT: SPER SCIENTIFIC TUBIDITY METER MODEL 860040, SAIREM MICROWAVE LEAK TESTER MODEL IFP, KINGSWAY INSTRUMENTS PHOTO CONTACT TACHOMETER |
| 21 | LOT: MAXIMUM INSPECTION CAMERA, MAG FORCE TORCH HEADS, MAGNEHELIC WATER GAUGE, (5) OMEGA MOISTURE METERS, ELECTRICAL EXTENSION CORD REEL, W 6 SHELF ULINE WIRE RACK |
| 22 | LOT: (2) 2 DOOR SOLVENT CABINETS, 2 DOOR ULINE 5 SHELF METAL CABINET, ULINE H 127 CLAMP GRABBER |
| 23 | 4 SHELF WIRE RACK W MICRO STAR IV MICROSCOPE MODEL 410, SN 11164-6, EM-C HOG LIGHT FRAMES, 2 VISCOMETERS, 2 VWR TRACEABLE THERMOMETERS, VORTEX GENIE 2 MIXER, MANDEL VORTEX MIXER, SS SCOOP, BOWL, (4) THERMO SCIENTIFIC FINN PIPETTE, GAUGE, TOOLBOXES W CONTENTS, (2) JUSTRITE SAFETY DISPOSAL CANS, BOX OF WRITE ON LABEL TAPE |
| 24 | LOT 4 SHELF WIRE FRAME RACK W LARGE BOX OF AGILENT LAB GC PRODUCTS, AUTOSAMPLER SYRINGES, KINETEX LC COLUMNS, WAX, BOX OF GLASSWARE BEAKERS ETC, DISPOSABLE PIIPETTES, NORM JECT SYRINGES, HPLC SUPPLIES, FOOD SAVER VACUUM ROLLS, GLASS VIALS, DISPOSABLE SAMPLE CONTAINERS |

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| 25 | LOT 3 SHELF ULINE RACK W ASSORTED PRO CLEAN GLASS BOTTLES, SMALL KIMTECH WIPES, ULINE WIDE MOUTH JARS, TEST TUBE RACKS, VIAL RACKS, GLASS INSERTS, VIAL CAPS, PACKAGING COMPONENTS, ULINE CARDBOARD BOXES |
| 26 | LOT OF (5) ULINE RUBBERMAID GARBAGE BINS, (2) SPILL KIT BARRELS, (1) SKID ASSORTED STERILITE PLASTIC STORAGE BINS W ULINE SKID |
| 27 | SKID LOT W: SCIENCE WARE BEL-ART PRODUCTS 19 IN X 19 IN PLATE SN J0106, FISHER SCIENTIFIC ULTRASONIC CLEANER MODEL FS60 SN RUB09104545B, HERAEUS INSTRUMENTS BIO FUGE PICO SN 255186, (2) MUEGGE-GERLING WG ADAPTOR SN 1911003, BOX OF CABLES, ASSORTED CABLES AND CONNECTORS |
| 28 | SKID LOT NEW GRACO PUMPS AND KITS: (2) GRACO FD 1213 PUMPS, (5) GRACO FD 5613 PUMPS, DIAPHRAGM FLUID REPAIR KITS: (2) FK 2213, (4) FK 1213, (2) FK 2244, (7) FK 5613 & 1288, (2) 15" SS TANK COVERS |
| 29 | LOT: MILLIPORE MILLI-Q ELEMENT A10, PLUS: AGILENT 1200 SERIES SYSTEM INCLUDING: DAD G1315D SN DE64261412, DAD G1315D SN DE64260560 TAG SAYS FAN NOT WORKING, (2) DEGASSER G1322A SN JP73065356 |
| 30 | LOT: (7) BROOKS INSTRUMENTS LOW FLOW GLASS AND PLASTIC TUBE PURGE METERS MODEL 1358F1B2FKCB1A, PUMP PARTS, (6) MINIKROS TANGENTIAL FLOW SEPARATION MODULES, ASSORTED PARTS, SS COMPONENTS, BLACK TUBES, ADAPTOR KITS, ULINE CASH REGISTER PAPER AND ROLLS OF LABELS, (3) BOXES NARROW MOUTH BOTTLES |
| 31 | LOT 7 SKIDS ASSORTED ELECTRICAL EQUIPMENT: (4) NEW IN BOX MHL SERIES LED LUMINAIRE FOR USE IN HAZZARDOUS LOCATION, GAS FIXTURES, BREAKER BOXES, SIEMENS CONTROL PANES SINAMICS CONTROL BOXES, GAUGES, HD ELECTRICAL SWITCHES, MOTORS, (4) EATON M4 LUMINAIRE LIGHTS FOR HAZZARDOUS LOCATIONS |

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| 32 | LOT MEZZANINE ELECTRICAL INCLUDING: ALL APPROX MEASUREMENTS: 35' SOUTHWIRE 3C 500 KCMIL AL ACM ACW U90 XLPE-40 DEG AG14 FT4 SUN RESISTANT 600V HL010713, 65 FT 14/8, 60 FT 12/6, 36 FT 14/8, 60 FT 12/3, 24 FT 12/3, 45 FT 14/3, 60 FT 12/3, 56 FT 12/3, 30 FT 12/3, 30 FT 12/3, 10 FT 1 IN FLEX, 6 FT 1 IN FLEX, 20 FT 14/3, 10 FT 2 IN, (7) ROLLS OTHER, ROLL 600 V RW90 250 MCMSTRCU, (2) LARGE ROLLS, (5) CONTROL BOXES, WEG VACUUM PUMP, ASSORTED RACKING BEAMS |
| 33 | LOT: INSULATED TENT SIZE 240 CM X 240 CM X 215 CM METAL FRAME, BOX 16 X 25 X 2 FILTERS, (3) SS ROLLING CARTS, (2) ULINE ROLLING CARTS, CHRISTMAS DECORATIONS |
| 34 | LOT GLASSWARE APPROX: (3) 79 IN X 9 IN TAPERED, (2) 52 IN X 6 IN TAPERED, 48 IN X 6 IN, 38 IN X 8.5 IN, BOX PYREX TRAYS, WIRE RACK W GLASS JARS, SKID W PLASTIC TUBES, (80) PYREX HD RIM WIDE MOUTH FLASKS, (2) 5 LITER 3.0 PRESSURE GLASS TUBES NEW IN CRATE, 10 BOXES ASSORTED GLASS JARS, BEAKERS, CASE PADCO NON SURGICAL BLEACHED COTTON ROLLS ETC. |
| 35 | LOT: (6) RACKING UPRIGHTS 11 FT X 42 IN, (15) 9 FT X 4 IN BEAMS, SUPPORTS, (2) HD SHIPPING TABLES 3 FT X 6 FT AND 4 FT X 6 FT, (2) 4 DRAWER FILING CABINETS. NOTE EXCLUDES COMPUTER EQUIPMENT |
| 36 | INTERNATIONAL VAULT EXCALIBUR E2 UL CLASS 1 UI 608 RATING, LEFT HANG SWING VAULT DOOR, SN 10658011618EX, LEVEL 9 PRE-FAB VAULT, APPROX 17 FT WIDE X 21 FT DEEP X 16 FT HIGH NOTE: ONE QUOTE PROVIDES FOR REMOVAL APPROX C\$22,000 OTHER QUALIFIED RIGGERS WELCOME TO QUOTE |
| 37 | ANSUL FOAM BLADDER TANK 100 GALLON, SN 1853298 NOTE: MAY CONTAIN FLUID, DISCONNECT AT FIRST VALVE |
| 38 | HYSTER ELECTRIC FORKLIFT MODEL J40XN, 3,650 LB CAPACITY, FINGER CONTROL, 3 STAGE MAST, SIDE SHIFT, 42 IN FORKS, APPROX 2405 HRS, SN A935N01688K, INCLUDES CHARGER, NOTE NOT CHARGED |

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| 39 | LOT MEZZANINE ELECTRICAL: PLC CABINET W SIEMENS SIMATIC HMI TOUCH SCREEN, SIMATIC S7 1500, SIMATIC MICROBOX PC, APC BATTERY BACKUP APPROX 6 FT X 7FT X 1 FT, PECO EXODUS STARTER AND VFD CONTROL PANEL ON SKID W (6) SIEMENS CONTROL UNITS, (2) TECO WESTINGHOUSE A510 CONTROL UNITS. NOTE: DOES NOT INCLUDE ANY WIRES FEEDING INTO UNITS |
| 40 | LOT PROCESS PIPING IN 2 PRODUCTION AREAS THROUGH TO AND INCLUDING BOILER ROOM [APPROX 150 FT + LENGTH], INCLUDES SS PIPING, STEEL PIPES, SS TABLES, NOVA FLEX PIPING ON RACK, CONTROL PANELS, VALVES, METERS, STEEL FRAME THAT HOLDS PIPING, METTLER TOLEDO PANEL, VACUUM PUMP, (2) DIGITAL CLOCKS, SS TANK, IN BOILER ROOM INCLUDES GORBEL 2000 LB CRANE FRAME PARTS AND RADIANT CONTROL PANEL W SIEMENS SIMATIC HMI TOUCH PANEL AND KNIFE VALVE, NOTE: PROFESSIONAL REMOVAL BY APPROVED RIGGER ONLY, ANY FLUIDS MUST BE DRAINED INTO AVAILABLE TOTES ONSITE, EXCLUDES CAMERAS, HVAC, FIRE SUPPRESSION AND ELECTRICAL WIRING, ANY HOLES TO OUTSIDE MUST BE SEALED. |
| 41 | LOT COMPLETE REVERSE OSMOSIS WATER FILTRATION SYSTEM INCLUDING: SIEMENS CONTROL, AQUAFINE UV DIINFECTION UNIT, VACUUM PUMPS, (4) FIBERGLASS TANKS W SIEMENS VANTAGE PTC SYSTEMS CONTROLS, (2) BRINE TANKS, 2018 LETINA INOX EQUIPMENT PRODUCTION TYPE Z4150HV16, JACKETED TANK, 4150 L CAPACITY, SN 126517/9 (TANK ONLY - DISCONNECT AT FIRST VALVES) [BOILER ROOM] |
| 42 | 2011 KAESER ASD 40 AIR COMPRESSOR, 40 HP, 191 CFM, SN 1003, RECEIVING TANK, (6) KAESER FILTERS ON WALL, KAESER TWIN TANK DRYER MODEL KAD-260, APPL TWIN TOWER REGERNATIVE AIR DRYER MODEL AP 200 FP, BOX W KAESER FILTERS [BOILER ROOM] |
| 43 | OPEN LOT |
| 44 | 2020 ACROSS INTERNATIONAL VACUUM OVEN MODEL AT160, TEMP RANGE AMBIENT TO 200 DEG F, (6) TRAYS W (6) DIGITAL CONTROLS SN 2020100184 |

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| 45 | 2020 ACROSS INTERNATIONAL VACUUM OVEN MODEL AT160, TEMP RANGE AMBIENT TO 200 DEG F, (6) TRAYS W (6) DIGITAL CONTROLS SN 2020100179 |
| 46 | 2021 ACROSS INTERNATIONAL VACUUM OVEN MODEL AT160X, TEMP RANGE AMBIENT TO 480 DEG F, MULTI TRAY RACK, SN 2021040302 |
| 47 | 2021 ACROSS INTERNATIONAL VACUUM OVEN MODEL AT160X, TEMP RANGE AMBIENT TO 480 DEG F, MULTI TRAY RACK, SN 2021040307 |
| 48 | 2018 THERMO SCIENTIFIC LAB FREEZER MODEL 993, HIGH AND LOW STAGE, DIGITAL CONTROL, SN 300222361 |
| 49 | LOT: (2) 2021 EDWARDS PUMP MODEL ADS351C, SN'S 210543391, 210644181, FAITHFUL STIR POT AND HD ROLLING STEEL CART |
| 50 | LOT: (2) LABCONCO CENTRIVAP COLD TRAPS, MODEL 7385020, TO -105 DEG CELSIUS, SN'S 210918147, 210715328, W 6 FT X 30 IN SS TABLE |
| 51 | JULABO ULTRASONIC BATH MODEL 900F, DYNEO DD CONTROL, SN 10364667 |
| 52 | FANTOM FULL WEB MANUAL WRAPPER, ADJUSTABLE SIZE, PORTABLE |
| 53 | LOT: (4) NSF SS TABLES 6 FT X 30 IN X 34 IN, (1) 4 FT X 2 FT X 3 FT, 5 SHELF WIRE RACK W MASON JAR CONTENTS, COOPERSTEEL SS TABLE 4 FT X 30 IN X 34 IN, SS TABLE 5 FT X 30 IN X 30 IN, ULINE 2 IN SEALER, FRIGIDAIRE CHEST FREEZER, WVR LAB FREEZER (NEEDS REPAIR), BLACK PRECISION TABLE 35 IN X 24 IN X 31 IN, LAB CABINET 36 IN X 7 FT X 14 IN |
| 54 | BUCHI ROTAVAPOR R-220, MODEL CH-9230, NEEDS SOME GLASSWARE, INCLUDES ROTOVAP CONDENSER AND BUCHI RECIRCULATING CHILLER MODEL F-114 |
| 55 | BUCHI ULTRASONIC CONTROLLER TYPE 11059980, SN 100314333, W ASSORTED PARTS, (2) IKA DISPERSION PARTS, WHITE STEEL CART, BOX OF MANUALS |
| 56 | LOT: SS PIPING, (5) TOP FLO 1.5 IN VALVES, SS ELBOWS, TEES, GASKETS, CLAMPS, EAGLE 36 LITER SS CONTAINER, SAMPLE BOTTLES, ULINE 4 SHELF RACK, GROW TENT |
| 57 | LUNA TECHNOLOGIES TRIMMER, AIR MITE ACTUATOR, 3' CYLINDER, FOOT PEDAL CONTROL, INCLUDES OSKAIR FLEX PIPE, SS TANK ON PORTABLE CART |

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| 58 | LOT: ATG PHARMA ROBOCAP MODEL RL-300, ATG PHARMA 8000D TIMER, ATG PHARMA CAPPER, (2) ATG PHARMA BENCHTOP CONTROLLERS, HEAT GUN, 20 KG TEST WEIGHT |
| 59 | LOT (10) ASSORTED SCALES BY OHAUS, METTLER TOLEDO, RICE LAKE, SARTORIOUS |
| 60 | RICE LAKE TEST WEIGHTS IN WOOD BOX PLUS ANY LOAD 20 KG WEIGHT, INCLUDES STONE PRECISION TABLE 36 IN X 24 IN X 30 IN |
| 61 | LOT [3 ROOMS]: (6) SS TABLES: 134 IN X 30 IN X 36 IN, 90 IN X 30 IN X 36 IN, HD 50 IN X 24 IN X 40 IN, (4) 48 IN TABLES, (2) 4 AND 5 SHELF WIRE RACKS, COAT HANGER RACK, (3) SS PORTABLE CARTS, WINDOW AIR CONDITIONER, CONTROL PANEL W EXPLOSION PROTECTION, BATTERY BACKUP, ROOM 2: 24 IN X 24 IN X 35 IN SS TABLES, (2) SS COMPARTMENT SINKS, (2) 5 SHELF WIRE RACK W CONTENTS GLASS WARE, SS TANNKS, MIXER, BOWLS VALVES ETC. |
| 62 | UTI SOFTWALL CLEAN ROOM OUTER DIMENSIONS 100 IN X 100 IN X 108 IN, W FANS ON TOP. NOTE EXCLUDES CAMERAS |
| 63 | SAIREM LABOTRON X 6000, MICROWAVE EXTRACTION, CLASS 1 DIV 2 GROUP DT3, 5 TO 35 DEG C, DIAGRAM NO R11625, W TANK ON CART |
| 64 | ACRISON DRY MATERIAL FEEDER, MODEL SBDF-2.5-M/2, VARIABLE SPEED, XP RATED, W HOPPER APPROX. 1 CU M, SN 19355-01, INCLUDES (2) FUCHS PUMPS, SKID W TRIANGULAR LOAD CELL FRAME |
| 65 | 2018 SAIREM MODEL TGCP 50W 975-76/16, CAVITE MONOMODE 915 MHZ, PCCM WR975 L230V MR1PE, INCLUDES BOX W 1700 WATT TRANSFORMER, TEMP CONTROLLER, TEMPERATURE UNIT, SURVEY METER, BOXES W PARTS |
| 66 | 2019 SIEBTECHNIK SHORT BOWL CENTRIFUGE DECANter, MODEL DBD 320, SN 7153 NEW IN CRATE |

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| 67 | <p>LOT 4 PRESSURE VESSELS: 2019 CONTROL SYSTEMS 316 SS PRESSURE VESSEL, 160 L CAPACITY, DESIGN PRESSURE 15 PSIG, VAC PRESSURE 14.6 PSIG, TEMP -25 TO 75 DEG C, TARE 265 LB, SN WCS-19083020B-2, 2019 CONTROL SYSTEMS 316 SS PRESSURE VESSEL, 160 L CAPACITY, DESIGN PRESSURE 15 PSIG, VAC PRESSURE 14.6 PSIG, TEMP -25 TO 75 DEG C, TARE 265 LB, SN WCS-19083020B-1, 2019 CONTROL SYSTEMS 316 SS PRESSURE VESSEL, 150 L CAPACITY, DESIGN PRESSURE 15 PSIG, VAC PRESSURE 14.6 PSIG, TEMP -25 TO 75 DEG C, TARE 235 LB, SN WCS-19083020A-2, BULLING METAL WORKS SS VESSEL, 316L, 1999, SN 9461</p> |
| 68 | <p>LOT 3 PRESSURE VESSELS: LEE IND SS PRESSURE TANK MAWP 30 PSI AT 300 DEG F, MODEL 100L CBT, 1995 SN C1673A6, LEE IND SS PRESSURE TANK MAWP 30 PSI AT 300 DEG F, MODEL 100L CBT, 1994, SN B9483C8, SS TANK, APPROX 3 FT X 1 FT, ON CART</p> |
| 69 | <p>LOT: (4) 2011 ALLEGHENY HEAT EXCHANGERS ON PORTABLE CART, APPROX 50 SF, SANITARY SS GRADE, SHELL AND TUBE MAWP 150 PSI AT 350 DEG F, SN'S 033257-1-1-1, -3, -4, -6, OUTSIDE DIMENSIONS APPROX 12.5 FT X 3 FT, PLUS: MERCK CO HEAT EXCHANGER UPDATED IN 2010 TO MAWP 100 PSI AT 450 DEG F, SN 4183</p> |
| 70 | <p>LOT: 2 SKIDS W: ELECTRO STEM GENERATOR MODEL LB-30 SN 36978, (2) TRANE STEAM/HOT WATER UNIT HEATERS, SOGEVAC SV65 B PUMP, SKID W ASSORTED CONTROL BOXES, MERCK CO TOLAN TANK, 100 GALLON CAPACITY, MAWP 50 PSIG AT 300 DEG F, MATL 316L, SN TA1010 ON SS FRAME, SS HOPPER FEED FRAME ON WHEELS, W 2 SMALL SS BOX FRAMES FORMA SCIENTIFIC BIO FREEZER, MODEL 8517, SN 85791-52 NOTE CRACKED FRONT PANEL, FISHER SCIENTIFIC BATH</p> |
| 71 | <p>2018 THIELMANN 800 L TANK ON SKID, MATL 1.4301, TARE 149 KG, TEST PRESSURE 1.6 BAR/10.18, WORK PRESSURE -0.5/+1.0 BAR, OPERATING TEMP -20/+120 DEG C, FOOD GRADE, SN 45709</p> |

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| 72 | LOT: SS TANK FRAME, APPROX 5 FT X 5 FT, 2 DOOR FLAMMABLE STORAGE CABINET, SKID W ASSORTED PARTS, 3 WOOD BOXES WITH PARTS PIPES, VALVES, (4) SIEMENS SIMATIC HMI CONTROL PANELS NEW IN BOX, SS SEGMENTED DISC, 55 IN DIA, (2) ROLLS MISC WIRE |
| 73 | LOT: PORTABLE SAFETY BARRIERS, (2) ROLLING CARTS, 4 DRAWER FILING CABINET, BOX A1 PAPER, (5) BOXES ASSORTED FILTERS, BOX OF BAGS, (2) SKIDS INSULATED SHIPPING KITS |
| 74 | LOT PALLETS: APPROX (50) STANDARD, (5) DOUBLE WIDE, (2) COLLAPSIBLE BULKPAK PLASTIC GAYLORDS |
| 75 | REF PLUS CHILLER MODEL OVS-482-5M1-8, 30 TON CHILLER, SN D2010040220 [SOUTH YARD] |
| 76 | KRACK CHILLER MODEL CPE-0601-LTP 233HST, APPROX 20 TON CHILLER, SN 876243-010-001 [SOUTH YARD] |
| 77 | AQC DUST COLLECTION SYSTEM, MAXI FLOW, APPROX 10+ HP MOTOR, EXPLOSION PROOF DOOR, MODEL 2MCH3-6I, SN 111123I06J0545A, W BBQ! [NORTH YARD] |
| 78 | LOT: SS PALLET JACK, ULINE 3,000 LB CAPACITY PALLET JACK, (2) BARREL DOLLIES, (1) TILTING DOLLY |
| 79 | LOT LOCKERS: ROW OF 20 BACK TO BACK FULL LENGTH LOCKERS, ROW OF 18 HALF LOCKERS TOP AND BOTTOM, 5 WOODEN BENCHES [PROCESS AREA LOCKER ROOM], 1 ROW OF 14 HALF LOCKERS TOP AND BOTTOM PLUS ONE BENCH [GOWNING ROOM] |
| 80 | OPEN LOT |
| 81 | LOT: SECURITY CAMERAS INCLUDING DIVISION 1 CLASS 1, SEE COMPLETE LIST OF ALL CAMERAS INSIDE AND OUT, PARTIAL PHOTOS. NOTE: MUST BE REMOVED PROFESSIONALLY AND EXCLUDES ALL WIRING |
| 82 | LOT 3 PHOTOCOPIERS: CANON IMAGERUNNER ADVANCE PHOTOCOPIER C5540I, SN WXE11655 [FRONT OFFICE], CANON IMAGERUNNER ADVANCE PHOTOCOPIER C5540I, SN XUPO5955 TAG SAYS NOT IN SERVICE [LUNCHROOM], RICOH MULTI FUNCTION PRINTER MODEL MPC407, SN C498PA00229 [SHIPPING] |

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| 83 | EXECUTIVE OFFICE W (2) POWERED STANDING DESKS 71 IN X 30 IN, (1) HERMAN MILLER CHAIR, (1) MESH CHAIR, (1) METAL 5 DRAWER FILING CABINET, (2) METAL 2 DRAWER FILING CABINETS, (1) 4 DOOR CABINET, (2) 3 DRAWER CABINETS. NOTE: EXCLUDES COMPUTERS, MONITORS, PAPERWORK, PHONES |
| 84 | OFFICE W (1) L SHAPED DESK, (2) 47 IN DESK STATIONS, (3) CHAIRS, SPACE SAVING FILING SYSTEM W (7) MOVING SHELVES EACH APPROX 36 IN W X 15 IN DEEP X 81 IN H, 10 FT TRACK, (2) COFFRE FORT FICOBEC SAFE INC 2 DRAWER FIRE CABINETS. NOTE: EXCLUDES COMPUTERS, MONITORS, PAPERWORK, PHONES |
| 85 | LOT: (4) L SHAPED DESK STATIONS 65 IN X 65 IN W CHAIRS, (4) PARTITIONS, SIDE TABLES, CABINETS, RECEPTION TABLE 5 FT. NOTE: EXCLUDES COMPUTERS, MONITORS, PAPERWORK, PHONES |
| 86 | LOT: (4) L SHAPED DESK STATIONS 65 IN X 65 IN W CHAIRS, (3) PARTITIONS, SIDE TABLES, CABINETS, (3) 4 DRAWER METAL FILING CABINETS. NOTE: EXCLUDES COMPUTERS, MONITORS, PAPERWORK, PHONES |
| 87 | BOARDROOM TABLE W POWER AND VIDEO PORT 8 FT X 43 IN, W 4 MESH CHAIRS, SIDE TABLE |
| 88 | LOT 2 OFFICES W L SHAPED DESK 71 IN X 71 IN, PORTABLE STAND UP TABLE, (2) WORK DESKS 58 IN, 5 DRAWER METAL FILING CABINET, 4 MESH CHAIRS, 2 FANS. NOTE: EXCLUDES COMPUTERS, MONITORS, PAPERWORK, PHONES |
| 89 | LOT OFFICE LUNCHROOM CONTENTS: FRIDGIDAIRE FRIDGE AND TOP FREEZER, (2) MICROWAVES, CUISINART TOASTER OVEN, GE DISHWASHER, (2) TABLES, (5) CHAIRS, ALL GLASSWARE, DISHES, AMAZON SPRINGS WATER COOLER. |
| 90 | LOT IP PHONES: (11) AVAYA MODEL 9504, (2) AVAYA MODEL J139 |
| 91 | LOT (28) ASSORTED OFFICE CHAIRS / STOOLS, (7) SIMPLE HUMAN GARBAGE BINS, SS BENCH, 3 STEP LADDER, 24 FT FEATHERLITE LADDER, GREY 2 DOOR CABINET, SS TABLE |

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| 92 | <p>LOT ROOM CONTENTS INCLUDING (MOSTLY NEW): ULINE BASKET W CLEANING SUPPLIERS, SKID W OFFICE SUPPLIES, STAND UP DESK, AED AUTOMATIC EXTERNAL DEFIBRILLATOR, ULINE ROUND WIDE MOUTH JARS, KARCHER SPRAY HANDLE, LARGE CASTERS, ABSORBENT PADS, 12 FT UNIVERSAL HD SOCKS, PRESSURE GAUGES, CENTRIFUGE TUBES, CONDAIR CYLINDERS, BROOMS, PACKING LABELS, VALVES, 4 IN CLAMPS, ELECTRICAL WARNING SIGNS, HARDHATS, HOSES, SAFETY SIGNS, SHARPS CONTAINERS, SYRINGES, STRAPPING, BIN LINERS, VAPE CARTRIDGES, CAMP CHAIR, COOLER, VACUUM CLEANER BAGS AND MORE!</p> |
| 93 | <p>FEHOM INTELLIGENT DEHUMIDIFIER, MODEL PD890BE, UP TO 230 PINTS PER DAY, SN 210700358</p> |
| 94 | <p>LOT SERVER ROOM CONTENTS INCLUDING: (3) MIDDLE ATLANTIC PRODUCTS SERVER CABINETS MODEL LVFD- 40, (3) DELL EMC SERVERS, (8) CISCO SWTICHES, (4) APC BATTERY BACKUPS, (3) SUPERMICR STORAGE STACKS EACH W 24 HARD DRIVES, ASSORTED BOXES WITH SUPPLIES, (4) LIFE SAFETY POWER MULTI OUTPUT POWER SUPPLY CHARGERS, PLUS OUTSIDE SHIPPING: (4) LIFE SAFETY POWER MULTI OUTPUT POWER SUPPLY CHARGERS, 1 COMPUTER RACK W (3) CISCO SWITCHES, (2) BELDEN SWTICHES, (1) APC BATTERY BACKUP. NOTE: FOR SALE SUBJECT TO CONFIRMATION FROM RECEIVER.</p> |
| 95 | <p>LOT WAREHOUSE KITCHEN OFFICE W (4) 47 IN DESKS W HUTCH, (3) KITCHEN TABLES, THERMOLYNE TYPE 45600 CELLGRO STIRRER, KENMORE FRIDGE W FREEZER TOP, (2) MICROWAVES, KEURIG COFFEE MACHINE, (2) KETTLES, BLACK DECKER TOASTER OVEN, ASSORTED GLASSWARE AND CONTENTS. NOTE: EXCLUDES COMPUTERS</p> |