

COURT FILE NUMBER 2203 13202
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON

Clerk's Stamp

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
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Edmonton, AB T5N 3Y4

Lawyer: Ryan Trainer
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File No.: 20230959

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

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 INTEGREG, 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	

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		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 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	