



Clerk's stamp:

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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

**FOURTH 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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Counsel:

McLennan Ross LLP
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**IN THE MATTER OF THE RECEIVERSHIP OF
1631807 ALBERTA LTD. AND RADIANT TECHNOLOGIES INC.**

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- A. A copy of the Limited Receivership Order – March 21, 2023
- B. A copy of the Amending Order – July 19, 2023
- C. A copy of the Approval Order – May 30, 2023
- D. A copy of the Consent Order – June 23, 2023
- E. A copy of the Second Approval Order – July 19, 2023

- F. A copy of the Second Auction Listing
- G. A copy of the interim statement of receipts and disbursements for the period of March 21, 2023, to September 11, 2023
- H. Copies of the Personal Property Registry Search Result Reports – March 9, 2023
- I. A copy of the Fee Affidavit of Kristin Gray

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 Debtors (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"**.
3. This is the fourth report to Court filed by the Receiver regarding the administration of the estate of the Companies (the "**Fourth Report**"). This report should be read in conjunction with the Receiver's First Report to Court dated May 23, 2023 (the "**First Report**"), the Receiver's Second Report to Court dated July 13, 2023 (the "**Second Report**"), and the Receiver's Supplemental Report to Court dated August 16, 2023 (the "**Supplemental Report**").
4. The purpose of this report is to:
 - Update this Honourable Court with the Receiver's activities since the Receiver's Second Report;
 - Provide this Honourable Court with an interim statement of receipts and disbursements for the period of March 21, 2023, to September 11, 2023;

- Assist this Honourable Court's consideration of the Receiver's application to make an interim distribution of funds held by the Receiver subject to the priorities of various creditors; and,
- Request approval of the Receiver's activities and fees incurred to date and that of the Receiver's legal counsel.

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. Radiant 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 partially complete, vacant warehouse building (the "**Facility**").
7. Radiant was incorporated on May 28, 2014. As of the date of the Limited Receivership Order Francesco Ferlaino, Gougoux Yves, Harry Kaura, Jocelyne LaFreniere, Jan Petzel and Steven Splinter ("Splinter") were the directors of Radiant. A recent Alberta Corporate Registries search shows Splinter and Dimitris Tzanis as the current directors.
8. 163 Alberta was incorporated on September 29, 2011. As of the date of the Limited Receivership Order Harry Kaura was the sole director of 163 Alberta. A recent Alberta Corporate Registries search shows Splinter as the sole director of 163 Alberta.

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 was initially appointed as 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, a 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 attached as **Appendix "C"**.
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 attached as **Appendix "D"**.
18. Workingman inventoried and cataloged 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 Fourth 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 (the “**Second Auction Sale**”). A copy of the Second Approval Order is attached as **Appendix “E”**.

SECOND AUCTION SALE

21. The Receiver, with the assistance of Workingman, 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 “F”**.

22. Pursuant to the Amending Order, on August 16, 2023, the Receiver served the Supplemental Report on the Service List, including providing interested parties with a copy of the Second Auction Listing.

23. No party served with the Supplemental Report contacted the Receiver to exclude any of the property from the Second Auction Listing.

24. The Second Auction Sale is set to close on September 20, 2023, at 11:00 am MST.

RECEIVER’S ACTIVITIES

25. Since the Second Report, the Receiver has coordinated and supervised the preparation of the Second Auction Sale, including assisting with access to the Facility during and the auction preparation process.

26. The Receiver has had various correspondence with Workingman regarding the Second Auction Sale.

27. The Receiver has had various correspondence with the Companies and with the Canada Revenue Agency (“**CRA**”) regarding the trust audit, outstanding returns, and the balances owing.

28. The Receiver has had various correspondence with Dentons, counsel to Agriculture Financial Services Corporation (“**AFSC**”), regarding the AFSC security and balance owing.

29. The Receiver continues to complete its administrative requirements pursuant to the *Bankruptcy and Insolvency Act*. The Receiver set up a website to provide information to the Companies' creditors and interested parties and held discussions with creditors regarding the status of the Limited Receivership and the administration of the estate.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

30. A copy of the interim statement of receipts and disbursements for the period of March 21, 2023, to September 11, 2023, is attached as **Appendix "G"**. Receipts and disbursements to date total \$990,509 and \$111,421, respectively.

31. As at September 11, 2023, the Receiver holds \$879,088 in its trust account.

THE SENIOR SECURITY HELD BY MOSKOWITZ CAPITAL MORTGAGE FUND II INC.

32. Pursuant to General Security Agreement granted by 163 Alberta dated May 2, 2018, and a General Security Agreement granted by Radiant dated August 31, 2018, MCMF holds a charge over all present and after acquired property relating to the business of the Companies (excluding consumer goods).

33. Copies of the Personal Property Registry Search Result Reports as at March 9, 2023 for the Companies are attached as **Appendix "H"**.

34. The Companies also granted MCMF a mortgage against the title of the Facility as additional collateral security. The real property is excluded from the scope of the Limited Receivership Order.

35. The Receiver has obtained a legal opinion from its legal counsel confirming the MCMF security is valid and enforceable, subject to the normal qualifications and assumptions contained in an opinion of that nature.

36. As at March 8, 2023, the Companies owed MCMF \$12,067,093, plus interest and costs on the go forward.

PRIORITY CLAIMS

37. The Receiver is aware of two claims it believes rank in priority of the MCMF security:

- i. CRA deemed trust property claim; and,
- ii. Funds owed to AFSC.

Canada Revenue Agency

38. A trust audit was performed by the CRA for unpaid source deductions and GST.

39. CRA has filed a property claim with the Receiver for the following amounts;

- i. Radient - payroll source deductions in the amount of \$204,771; and
- ii. 163 Alberta - goods and services tax ("GST") in the amount of \$21,513.

40. CRA has not filed a GST claim for Radient and has advised there are certain GST and corporate tax filings outstanding as at the date of this report. Given the scope of the Limited Receivership Order, the Receiver has sent correspondence to the Companies advising of the outstanding returns and asking that they be filed as soon as possible.

Agriculture Financial Services Corporation

41. Pursuant to a Security Agreement dated September 29, 2011, AFSC holds a first charge over all present and after acquired property of Radient.

42. AFSC has registered their security at the Personal Property Registry as evidenced in the search results for Radient attached as **Appendix "H"**.

43. The Receiver has obtained a legal opinion from its legal counsel confirming the AFSC security is valid and enforceable, subject to the normal qualifications and assumptions contained in an opinion of that nature.

44. AFSC has advised the amount owing as of September 11, 2023, is \$331,290 CAD, plus accruing legal fees and interest. As at the date of this report, Dentons, counsel to AFSC, currently holds \$146,286 CAD and \$55,900 USD in a trust account. These funds were derived from the voluntary sale of personal property owned by Radient, subject to AFSC's security, and prior to the granting of the Limited Receivership Order.

Other Claims

45. Given the scope of the Limited Receivership Order, the Receiver did not have the authority to deal with the employees or administer the *Wage Earner Protection Program Act* (“**WEPPA**”). Accordingly, no priority claims related to WEPPA are expected.
46. The Receiver has reviewed the Debtors’ books and records and is not aware of any additional claims that would take priority to MCMF.

INTERIM DISTRIBUTION

41. The Receiver proposes to make the following distributions to satisfy the priority claims:
- i. Payment of \$226,284 to the CRA for the deemed trust priority claims; and,
 - ii. Payment to AFSC, to the maximum amount of \$331,290 plus accruing legal fees and interest, less any amounts paid or payable to AFSC by Dentons, after the date of this Fourth Report.
42. The Receiver proposes to make an interim distribution to MCMF in the amount of \$520,000 taking into consideration the amounts realized by the Receiver in respect of the Companies’ assets along with the priority claims owing to CRA and AFSC.

PROFESSIONAL FEES

Summary of the Receiver’s Accounts

47. A summary and copies of the Receiver’s invoices incurred during the period of March 21, 2023, to July 31, 2023, are attached as **Exhibit A** to the Fee Affidavit (the “**Affidavit**”) sworn by Kristin Gray in this Action. A copy of the Affidavit is attached as **Appendix “I”**.
48. The total Receiver fees to date are \$60,455 and disbursements are \$15,890 as summarized in the table below. We note \$9,244 of disbursements is related to the Receiver paying legal fees which are included in the next section.

	\$
Fees	60,455
Disbursements	15,890
GST	3,667
Total	80,012

Receiver Staffing and Hours

49. During the Receivership period, Ms. Kristin Gray, Senior Vice President of MNP, had primary responsibility for the work carried out by the Receiver. When appropriate, this work was delegated to other staff within MNP. A summary of the time spent on this assignment by members of the staff of MNP for the period of March 21, 2023, to July 31, 2023, is detailed in the table below.

Name	Title	Hours	Hourly Rate (\$)
Kristin Gray	Senior Vice President	60.50	600/550
Karen Aylward	Vice President	0.20	560
Carolina Bautista	Senior Consultant	0.10	381
Steven Barlott	Senior Consultant	35.20	350/300
Maha Shah	Consultant	3.40	350/300
Administration	Administrative	22.80	244/216/205
		122.20	

50. In the Receiver's opinion, the time and disbursements incurred by the Receiver in the course of its duties are fair and reasonable in a receivership of the nature described herein. In the Receiver's opinion, the cost of this Receivership is comparable to receivership assignments of similar scale and complexity.

51. The hourly rates charged by the Receiver are consistent with the average hourly rates billed by the Receiver on its other engagements and, to the Receiver's knowledge, consistent with other accounting firms of comparable size engaged on similar receivership matters.

52. The Receiver requests that this Honorable Court approves the Receiver's fees incurred to date.

Legal Fees

53. The Receiver engaged the services of McLennan Ross LLP ("**McLennan Ross**") as its independent legal counsel to assist with the obligations in these proceedings. The lawyer primarily responsible for assisting the Receiver was Mr. Ryan Trainer, Partner – Restructuring & Insolvency.
54. The total legal fees of McLennan Ross from March 9, 2023, to August 15, 2023, are \$33,830 as summarized in the table below.

	\$
Fees	31,709
Disbursements	300
Other Charges	215
GST	1,607
Total	<u>33,830</u>

55. A summary of the legal invoices rendered by McLennan Ross is attached as **Exhibit B** to the Affidavit.
56. The Receiver confirms that it has worked closely and extensively with its counsel since the onset of the Receivership Order and has reviewed the fees and disbursements rendered by McLennan Ross and believes them to be both reasonable and proper in circumstances and are comparable to Receivership assignments of similar scale and complexity for a Receivership of this nature and scope. The legal services provided were necessary for the Receiver to fulfill its obligations in these proceedings. The Receiver has been informed by its legal counsel that the rates and charges applied by McLennan Ross are the standard rates and charges of its personnel.
57. The Receiver requests that this Honorable Court similarly approves the legal fees incurred to date.

CONCLUSION

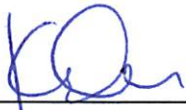
43. The Receiver respectfully requests the Court grant an Order:

- i. Approving the activities of the Receiver as set out herein;
- ii. Approving the Receiver's interim statement of receipts and disbursements for the period of March 21, 2023, to September 11, 2023;
- iii. Approving the interim distributions proposed by the Receiver;
- iv. Approving the accounts of the Receiver to July 31, 2023;
- v. Approving the accounts of the Receiver's legal counsel to August 15, 2023; and,
- vi. Any further direction that the Court wishes to provide to the Receiver.

All of which is respectfully submitted this 15th day of September 2023.

MNP Ltd.

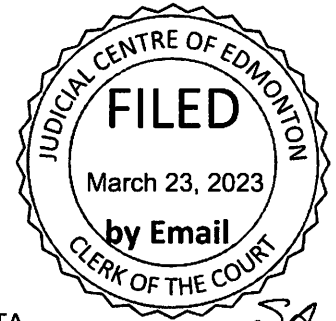
Receiver of limited assets and property of 1631807 Alberta Ltd. and Radient Technologies Inc.

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
 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: **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 Website
- and 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. ...', written above a horizontal line.

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.

JC

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

DOCUMENT **AMENDING ORDER**

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:

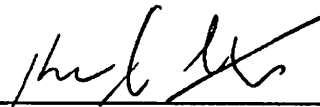
(a) serving the same on:

- 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 Approval Order – May 30, 2023

CERTIFIED *E. Wheaton*
by the Court Clerk as a true copy of the
document digitally filed on May 31, 2023

COURT FILE NUMBER

2203 13202

Clerk's Stamp

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

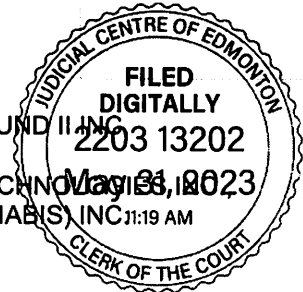
DOCUMENT

**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: 780.733.9716
Email: ryan.trainer@mross.com
File No.: 20230959



DATE ON WHICH ORDER WAS PRONOUNCED: May 30, 2023

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Madam Justice M.E. Burns

UPON THE APPLICATION by MNP Ltd. in its capacity as the Court-appointed receiver (the "Receiver") of certain personal property of 1631807 ALBERTA LTD. and RADIANT TECHNOLOGIES INC. (collectively, the "Debtors") 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, for an order approving the proposed auction sale (the "Auction Sale") contemplated by Workingman Capital Corp. ("Workingman") in accordance with a Request for Offers to Purchase or Liquidation Proposals (the "ROP") for the sale of the purchased assets (the "Purchased Assets"), and vesting right, title and interest in and to the Purchased Assets to the end purchasers (the "Purchaser" or "Purchasers"); **AND UPON HAVING READ** the Limited Receivership Order dated March 21, 2023 (the "Receivership Order"), the Receiver's First Report to the Court and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver, 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;

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 and time for service of this application is abridged to that actually given.

APPROVAL OF AUCTION SALE

2. The Auction Sale is hereby approved and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents, including the auction agreement (the "Auction Agreement") as may be necessary or desirable for completion of the 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 Capital Corp. 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 Auction Sale and Auction Agreement.
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 Auction Sale, have liability of any kind whatsoever in respect of any Claims against the Debtor.

9. Upon completion of the 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 Purchaser (or its nominee).
10. The Purchaser (or its nominee) 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 Purchaser 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 Purchaser or Purchasers 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 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. 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.
16. 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

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

COURT FILE NUMBER	2203 13202	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	EDMONTON	
PLAINTIFF	MOSKOWITZ CAPITAL MORTGAGE FUND II INC.	
DEFENDANT	1631807 ALBERTA LTD., RADIENT TECHNOLOGIES INC., and RADIENT 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 King'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 RADIENT TECHNOLOGIES INC. (the "Debtors") 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 (the "Assets"), including all proceeds thereof.
- B. Pursuant to an Order of the Court dated May 30, 2023 (the "Sale Approval and Vesting Order"), the Court approved the auction sale proposed by Workingman Capital Corp. ("Workingman") and the related auction sale (the "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:

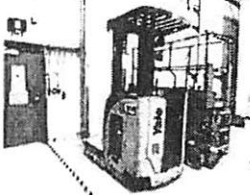


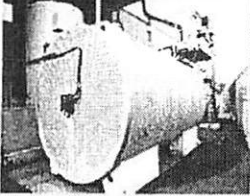

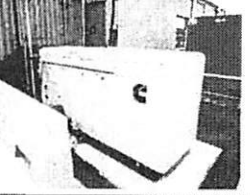
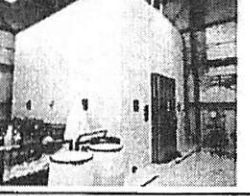
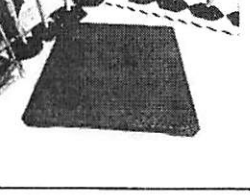
1. Workingman has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Auction Agreement;
2. The conditions to Closing as set out in the Auction Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee);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

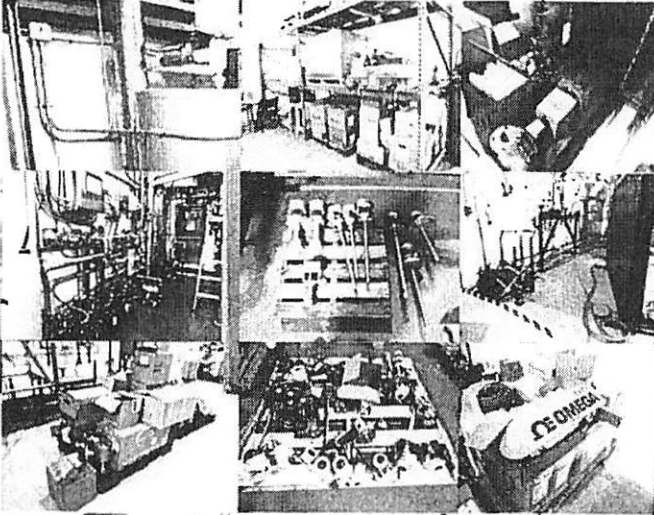
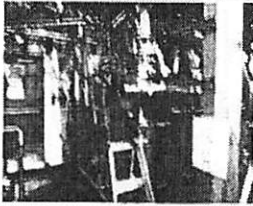
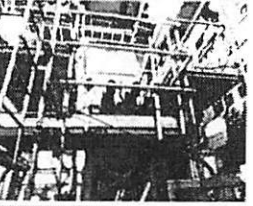
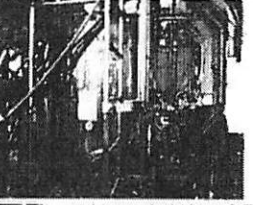

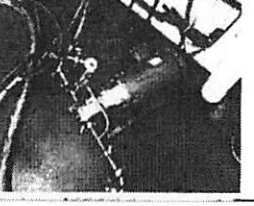
**MNP Ltd., in its capacity as Receiver
of the personal property of
1631807 ALBERTA LTD. and RADIANT
TECHNOLOGIES INC. as described in
the Limited Receivership Order, and
not in its personal capacity.**

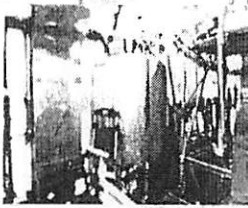
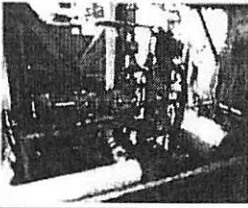

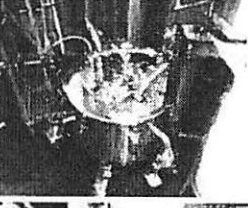
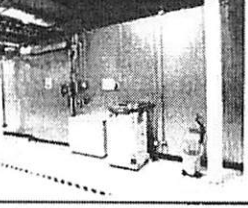
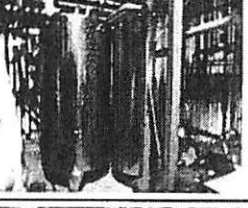


Per: _____


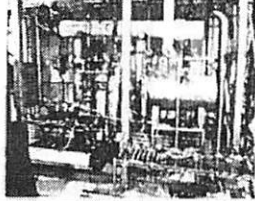
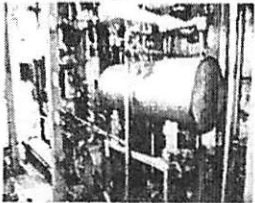

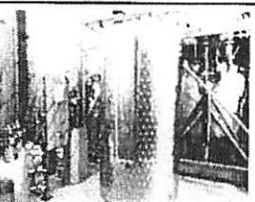
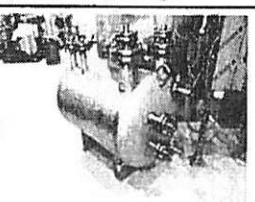
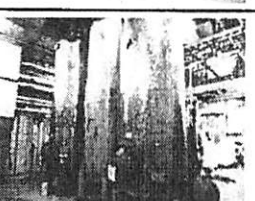

Name: Kristin Gray
Title: Senior Vice President

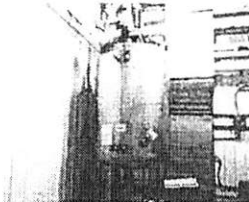

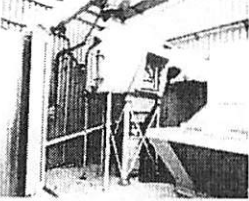
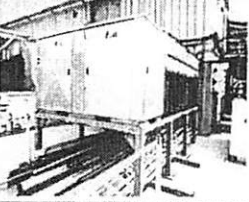
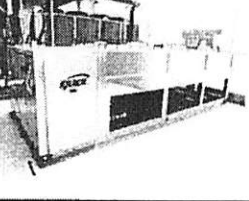

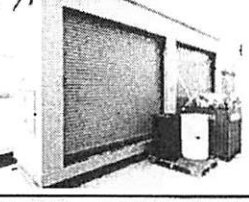

Schedule "B"

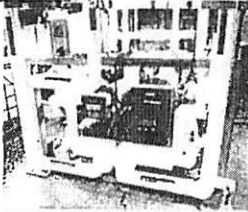
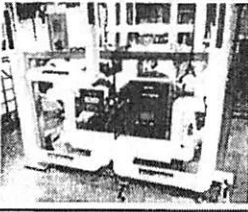
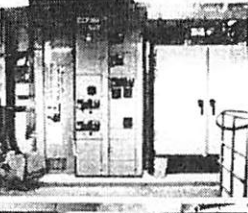
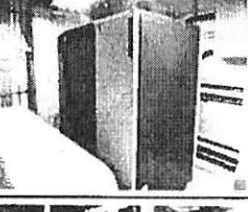
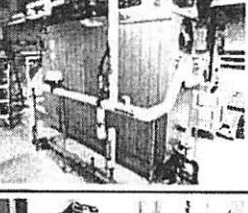

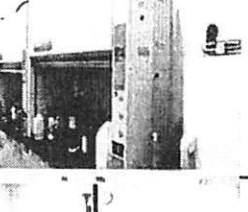

Item No.	Photo	Unit No.	Collateral Description
1		P1140553-555	<p>YALE FORKLIFT W/ 42" FORKS & 31" CARRIAGE, MODEL# NR035DANM24TE095</p> <p>Location: Inside Plant</p>
2		P1140557-559	<p>GENIE GS-2632 SCISSOR LIFT</p> <p>Location: Outside Plant</p>
3		P1140567-570	<p>(4) 25,000L SS ETHANOL TANKS</p> <p>Location: Outside Plant</p>
4		P1140575-576	<p>WS1 20,000L WASTE SPILL CONTAINMENT SS TANK DOUBLE WALL</p> <p>Location: Outside Plant</p>
5		P1140578-580	<p>DTC1 AQC DUST COLLECTINS SYSTEMS</p> <p>Location: Outside Plant</p>
6		P1140582-583	<p>CUMMINS BACKUP GENERATOR, NATURAL GAS</p> <p>Location: Outside Plant</p>
7		P1140585-586	<p>LEVEL NINE PRE-FAB VAULT, 12'X16'</p> <p>Location: Inside Plant</p>
8		P1140588-590	<p>METTLER TOLEDO SCALE, MODEL# INDS60 HARSH</p> <p>Location: Inside Plant</p>

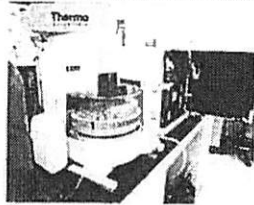



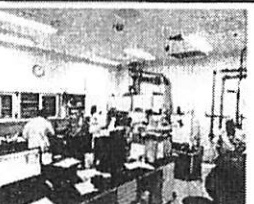
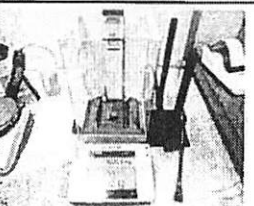

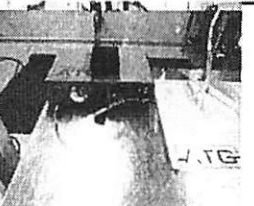
9		& P1140929-933	PCL SYSTEM, INSTRUMENTATION SYSTEM VARIOUS BOXES OF INSTRUMENTS, RATE CONTROLLERS, LOAD SENSORS, TANK BLANKETING REGULATORS, SINAMICS CONTROL UNITS, RADAR UNITS, ROTARY AIR LOCKS, VIBRATING LEVEL SWITCHES, MINI LOBE ROTARY PUMPS, TEMPERATURE SENSORS, REMOTE TRANSMITTERS, TEMPERATURE TRANSMITTERS, AIR MOTORS, PROCESS CALIBRATORS, MULTIVARIABLE TRANSMITTERS, CONTROL MASTERS, TREX COMMUNICATORS, MICRO MOTION SENSORS, REMOTE RTD'S, WEIGH MODULES, WEIGH TERMINALS, FORSBERG DESTONER, GASKETS, CLAMPS, REOTEMP PRESSURE GAUGE, WAVEGUIDE ADAPTERS, TRAC BALL VALVES, INLINE RESISTANCE THERMOMETERS, AXIUS SC RUPTURE DISC'S, OPERATOR PANELS, PRESSURE TRANSMITTERS, SHO-RATE PURGEMETERS, GRACO PUMPS, VARIOUS DIAPHRAM PUMPS MISC PUMPS Location: Vacant Building
10		P1140600-601	MICROWAVE Location: Inside Plant
11		P1140602-603	VOLUMETRIC METER Location: Inside Plant
12		P1140604	LETINA 528 GALLON JACKETED SS TANK Location: Inside Plant
13		P1140608	(10) DIAPHRAGM SS PUMP, FDA APPROVED Location: Inside Plant
14		P1140610	RLP-01 (8) ROTARY LOPE PUMP SS Location: Inside Plant

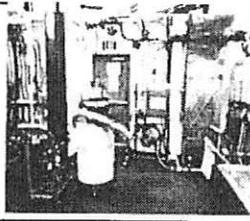

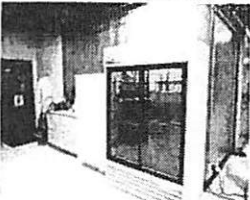
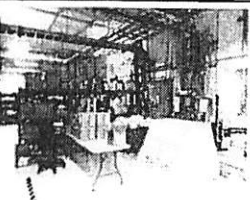



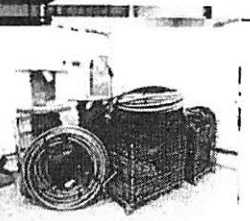
15		P1140615-616	VS3T	600 GALLON SS TANK, UNJACKETED & NO AGITATOR Location: Inside Plant
16		P1140623		VACUUM SOLVENT RECOVERY SYSTEM Location: Inside Plant
17		P1140625-626	MPT2	26 GALLON SS TANK, NON-JACKETED & NON-AGITATED Location: Inside Plant
18		P1140628	MPT3	40 GALLON SS TANK, NON-JACKETED & NON-AGITATED Location: Inside Plant
19		P1140632-633		WALK-IN COOLER Location: Inside Plant
20		P1140635-637		(2) LENTINA SS 528 GALLON TANK, JACKETED & NON-AGITATED Location: Vacant Building
21		P1140639	REA7	500L SS JACKETED REACTOR, AGITATED Location: Vacant Building
22		P1140645-646	DS1	FAIRBANKS TRANSPORT SCALE Location: Vacant Building

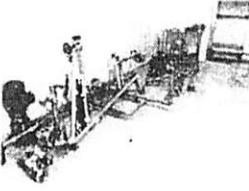

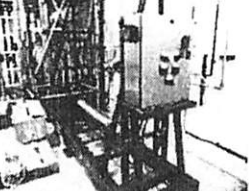
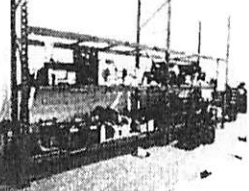
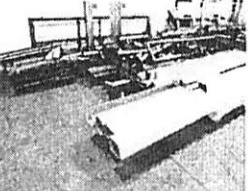



23		P1140648-651	RE4	2003 BUCHI ROTAVAPOR R-250 EX, TYPE# S8621D542, 380-440 VOLTS, 50-60 HZ, 7.5-9.1 KW Location: Inside Plant
24		P1140660 & P1140665		VACUUM SOLVENT RECOVERY SYSTEM Location: Vacant Building
25		P1140661 & P1140665		VACUUM SOLVENT RECOVERY SYSTEM Location: Vacant Building
26		P1140667		230 SQUARE FT OF SS HEAT EXCHANGERS Location: Vacant Building
27		P1140669-670		LENTINA 528 GALLON SS TANK, JACKETED, NON-AGITATED Location: Vacant Building
28		P1140672		80 GALLON VACUUM RATED RECEIVER SS Location: Vacant Building
29		P1140674-677	S1SDS2MS1	(3) 2000 GALLON SS TANKS, NON-JACKETED & NON-AGITATED Location: Outside Plant
30		P1140685-689	LKT5	SS KETTLE DOUBLE MOTION 80 GALLONS (US), JACKETED, AGITATED, XP RATED Location: Inside Plant

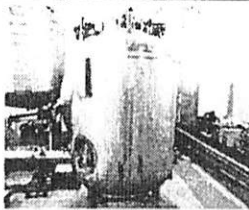




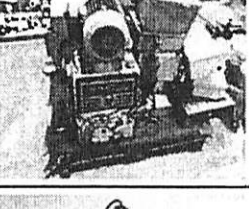
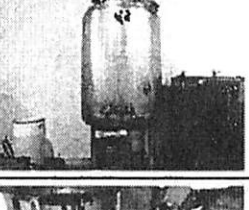

<p>31</p> 	<p>P1140692-694</p>	<p>REA4</p>	<p>SS 2000L REACTOR TANK, VACUUM RATED, JACKETED & AGITATED</p> <p>Location: Outside Plant</p>
<p>32</p> 	<p>P1140701-703</p>		<p>YALE FORKLIFT W/ 48" FORKS & 42" SS CRG, MODEL# GLP050VXNVSE084</p> <p>Location: Inside Plant</p>
<p>33</p> 	<p>P1140705-706</p>		<p>AQC DUST COLLECTINS SYSTEMS</p> <p>Location: Outside Plant</p>
<p>34</p> 	<p>P1140711-712</p>		<p>30-TON REFRIGERATION UNIT</p> <p>Location: Outside Plant</p>
<p>35</p> 	<p>P1140714-717 & P1140728-729</p>		<p>100-TON REFRIGERATION UNIT</p> <p>Location: Outside Plant</p>
<p>36</p> 	<p>P1140719-720 & P1140728-729</p>		<p>100-TON REFRIGERATION UNIT</p> <p>Location: Outside Plant</p>
<p>37</p> 	<p>P1140726</p>		<p>2-HR SOLVENT STORAGE SHED</p> <p>Location: Outside Plant</p>
<p>38</p> 	<p>P1140731-732</p>		<p>2018 LETINA SS 4150L TANK</p> <p>Location: Inside Plant</p>



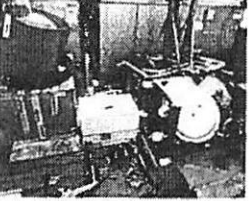
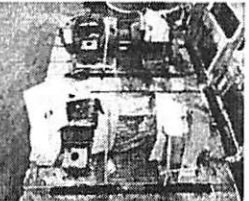
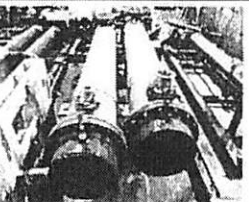
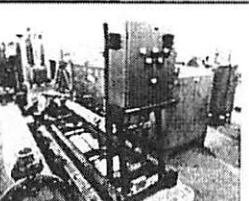
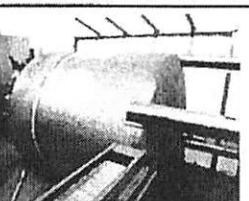

39		P1140737-740	TCU1	ELECTRICAL GLYCOL HEATER 100KW Location: Inside Plant
40		P1140737-740	TCU2	ELECTRICAL GLYCOL HEATER 135KW Location: Inside Plant
41		P1140742	MCC 2P	MOTOR CONTROL CENTRE W/ SWITCH GEAR, VFDS Location: Inside Plant
42		P1140747-749 & P1140751-752 & P1140754-755		KAESER BSD 50 SIGMA, ROTARY AIR COMPRESSOR SYSTEM Location: Inside Plant
43		P1140757-758		100 BHB BOILER Location: Inside Plant
44		P1140760-762	QC-OVEN1	VWR CHAMBER OVEN Location: Inside Plant
45		P1140764-765	FUH1	FUMEHOOD Location: Inside Plant
46		P1140773-775	QC-GC2	GC W/ HEAD SPACE ANALYZER Location: Inside Plant

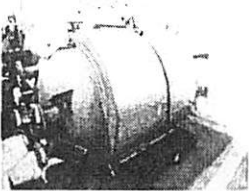

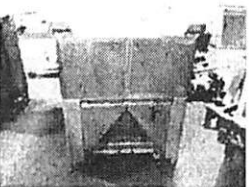
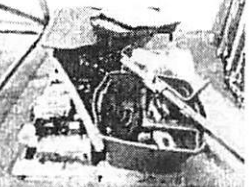
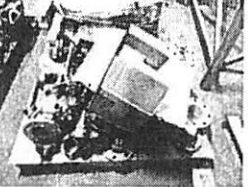


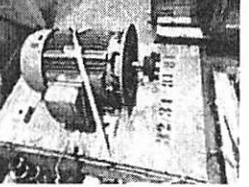
47		P1140777-779		SHIMADZU MODEL# TOC ANALYZER-VWP, CAT NO# 638-91116-42 Location: Inside Plant
48		P1140786-787		SHIMADZU IRSPIRIT FOURIER TRANSFORM INFRARED SPECTROPHOTOMETER Location: Inside Plant
49		P1140795-796	QC-REF1	VWR CHAMBER OVEN Location: Inside Plant
50		P1140798-799	QC-REF2	VWR CHAMBER OVEN Location: Inside Plant
51		P1140801		COMPUTERS & MISC LAB ITEMS Location: Inside Plant
52		P1140803-804	QC-BAL2	METTLER TOLEDO XPE204 W/ FREE UNIVERSAL ANTI STATIC Location: Inside Plant
53		P1140811-813	E-0253	HIRAYAMA AUTOCLAVE MODEL# HVA-110 Location: Inside Plant
54		P1140843-844 & P1140848-849		ATG PHARMA BOTTLING SYSTEM Location: Inside Plant

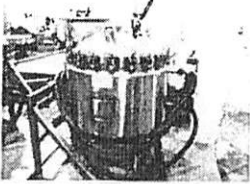
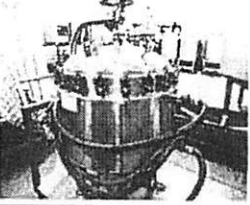


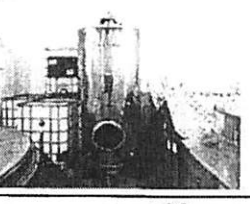

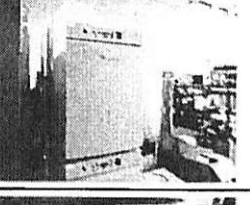
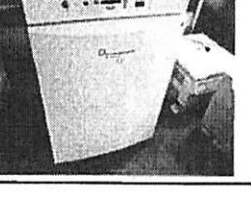
55		P1140864		<p>CARBON AIR FILTER FILTRATION SYSTEM</p> <p>Location: Inside Plant</p>
56		P1140865		<p>RACKING OF MISC PARTS</p> <p>Location: Inside Plant</p>
57		P1140866		<p>COOLER, STAND UP FREEZER, & BENCH/CABINET</p> <p>Location: Inside Plant</p>
58		P1140867		<p>RACKING OF MISC PARTS</p> <p>Location: Inside Plant</p>
59		P1140868		<p>RACKING OF MISC PARTS</p> <p>Location: Inside Plant</p>
60		P1140869		<p>SANTIARY PIPE FITTINS</p> <p>Location: Inside Plant</p>
61		P1140873		<p>MISC DRUMS, PUMPS (CAPTURED IN ROTARY PUMPS)</p> <p>Location: Inside Plant</p>
62		P1140893		<p>METAL CRATES W/ VARIOUS ELECTRICAL WIRE</p> <p>Location: Vacant Building</p>

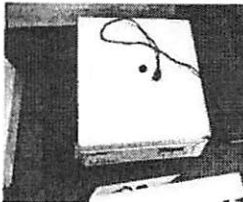
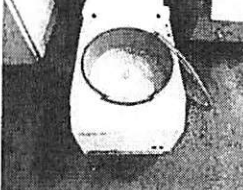
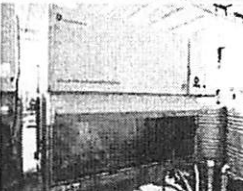
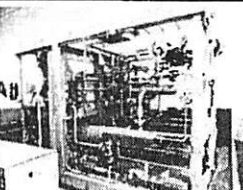


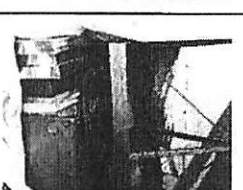

63		P1140900	<p>MISC STAINLESS PIPE & PUMPS & CONTROL VALVES (SEE PUMP & INSTRUMENT LIST)</p> <p>Location: Vacant Building</p>
64		P1140909	<p>METAL RACKING OF MISC PARTS</p> <p>Location: Inside Plant</p>
65		P1140911-912	<p>WATCO ELECTRIC HEATING UNIT W/ CONTROL PANEL</p> <p>Location: Vacant Building</p>
66		P1140913-918	<p>METAL SHELVING W/ MISC SS FITTINGS, SUPPLIES, & TOOL BIN RACK FULL OF MISC SS SUPPLIES</p> <p>Location: Inside Plant</p>
67		P1140935-936	<p>MISC SS STEEL & PLATFORM FOR MICROWAVE EXTRACTION SYSTEM</p> <p>Location: Vacant Building</p>
68		P1140938-939	<p>MISC HEAT EXTRACTORS, VALVES, SS FITTINGS</p> <p>Location: Vacant Building</p>
69		P1140941-943	<p>MISC HEAT EXTRACTORS, VALVES, SS FITTINGS</p> <p>Location: Vacant Building</p>
70		P1140944	<p>HOUSING BAG FILTER (1 OF 6)</p> <p>Location: Vacant Building</p>

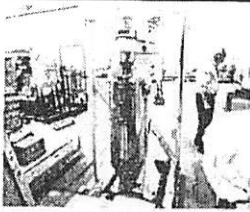
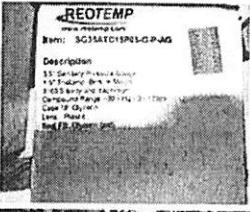
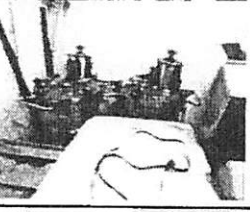
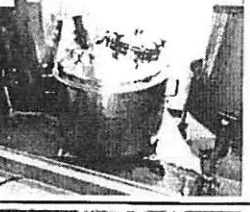
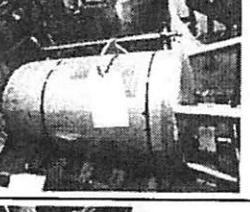

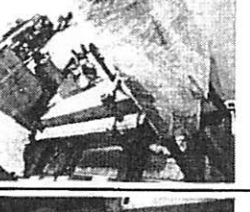

71		P1140960-961	MVR1	1200L SS TANK, NON-JACKETED & NON-AGITATED, VACUUM RATED Location: Vacant Building
72		P1140963	SBT1	6500L SS TANK, JACKETED & AGITATED Location: Vacant Building
73		P1140967		BIOMAS BIN HANDLING SYSTEM Location: Vacant Building
74		P1140969		HEAT EXCHANGERS (4 OF 6) 50 SQUARE FT Location: Vacant Building
75		P1140972		MISC ITEMS & DRUM DUMPER Location: Vacant Building
76		P1140973		HAUL VACUUM SYSTEM & MISC ELECTRIC PARTS Location: Vacant Building
77		P1140975-976	REA3	REACTOR SS TANK, 2000L, AGITATED & JACKETED Location: Vacant Building
78		P1140978-979	FS3	FAIRBANK TRANSPORT SCALE Location: Vacant Building



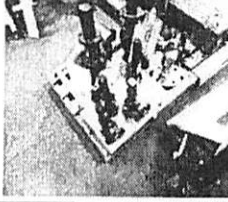


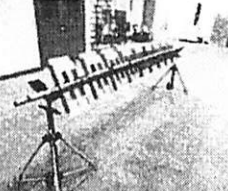
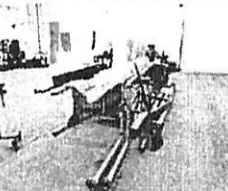

79		P1140981-982	VTD1	SS VACUUM TRAY DRYER, VACUUM RATED, 134 SQ FT Location: Vacant Building
80		P1140984-985	MPT1	PURE FLO PRECISION TANK - RECEIVER - 625L, SS, NON-JACKETED, AGITATED Location: Vacant Building
81		P1140987-989		MISC PIECES FROM DUST COLLECTORS Location: Vacant Building
82		P1140993		(2) SPARE MOTOR & GEAR BOX FOR LKT1 & LKT2 Location: Vacant Building
83		P1140995		(2) SS HEAT EXCHANGERS, APPROX 100FT Location: Vacant Building
84		P1140997		WATCO ELECTRIC HEATING UNIT W/ CONTROL PANEL Location: Vacant Building
85		P1140999-1150001	REAS	REACTOR SS 1500L JACKETED & AGITATED Location: Vacant Building
86		P1150003-004	FS4	FAIRBANK TRANSPORT SCALE Location: Vacant Building

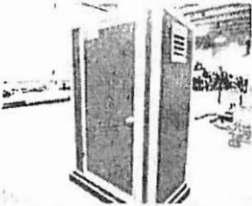



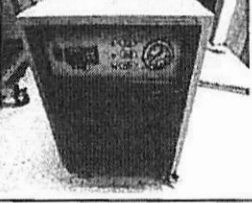



87		P1150006-007	VDR1 985L SS TANK, NON-JACKETED & NON-AGITATED Location: Vacant Building
88		P1150009-010	(7) SS LIQUID TOTES Location: Vacant Building
89		P1150011	(6) SS DRY PRODUCT TOTE, 35 CUBIC FT Location: Vacant Building
90		P1150013	MISC VALVES & FITTINGS Location: Vacant Building
91		P1150014	MISC VALVES & FITTINGS Location: Vacant Building
92		P1150015	VARIOUS PUMPS, FITTINGS, VALVES, ETC Location: Vacant Building
93		P1150016	MISC DIAPHRAM PUMPS Location: Vacant Building
94		P1150017	SPARE MOTOR Location: Vacant Building

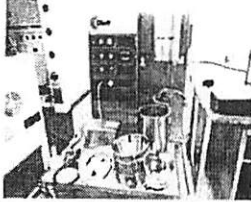
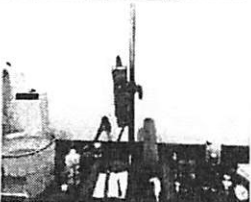
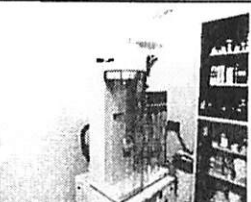
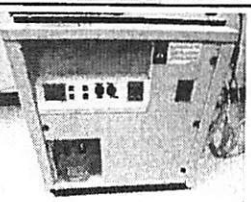




95		P1150022-023	PF2	NUTCH ASTALOY FILTER 140L Location: Vacant Building
96		P1150024-025	PF1	NUTCH ASTALOY FILTER 140L Location: Vacant Building
97		P1150027-030		(54) ASEPTIC SS TOTES Location: Vacant Building
98		P1150032	MJT1	REACTOR SS 470 GALLON VACUUM TANK Location: Vacant Building
99		P1150034-036	SDT5	LENTINA SS 528 GALLON TANK Location: Vacant Building
100		P1150035		LENTINA SS 528 GALLON TANK Location: Vacant Building
101		P1150038-039		FORMA SCIENTIFIC CO2 INCUBATOR Location: Vacant Building
102		P1150041		FORMA SCIENTIFIC CO2 INCUBATOR Location: Vacant Building




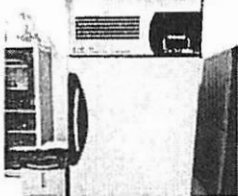
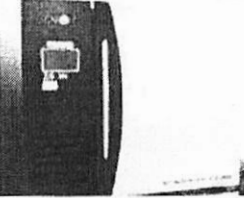
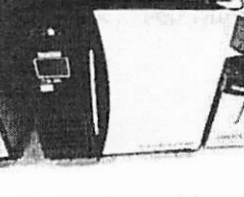

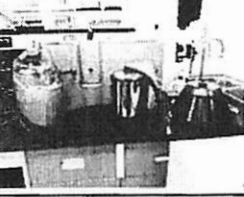
103		P1150043-044		<p>EPPENDORF CENTRIFUGE 5810</p> <p>Location: Outside Plant</p>
104		P1150046-047		<p>SAVANT SPEED VAC PLUS SC210A</p> <p>Location: Outside Plant</p>
105		P1150049-051		<p>(3) FORMA SCIENTIFIC CLASS 11 A/B3 BIOLOGICAL SAFETY CABINET</p> <p>Location: Vacant Building</p>
106		P1150054-055		<p>SS WHITE FILM EVAPORATOR SYSTEM, 13.4 SQ FT, ULTRALOW VACUUM</p> <p>Location: Vacant Building</p>
107		P1150060		<p>HAPMAN CONVEYOR SYSTEM, XP RATED, VARIABLE SPEED</p> <p>Location: Vacant Building</p>
108				<p>(2) JDXK HEAT EXCHANGERS SS 10SQFT</p> <p>Location: Vacant Building</p>
109				<p>FORSBERG MODEL 5G DESTONER</p> <p>Location: Vacant Building</p>
110		P1150063-064		<p>INLINE PUMP (SEE PUMP LIST FOR DETAILS)</p> <p>Location: Vacant Building</p>

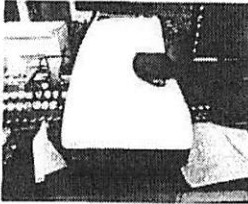
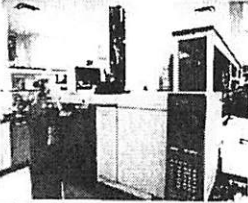
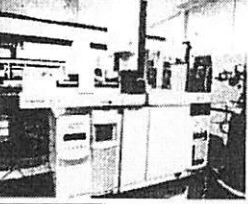
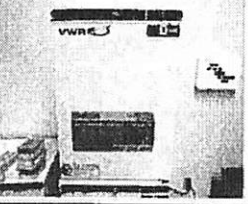

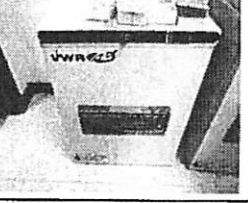

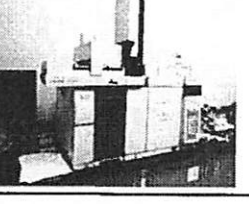
111		P1150065-066		SHARPLES S26, XP RATED Location: Vacant Building
112		P1150068-069		BUSCH VACUUM SYSTEM Location: Vacant Building
113		P1150076		(2) PRESSURE VACUUM 26 GALLONS TANK, AGITATED & NON-JACKETED Location: Vacant Building
114		P1150078		500L SS JACKETED REACTOR, AGITATED Location: Vacant Building
115		P1150080	LL3	1600L SS TANK, NON-JACKETED & NON-AGITATED Location: Vacant Building
116		P1150082		(2) MOTORS Location: Vacant Building
117		P1150084		WATCO ELECTRIC HEATING UNIT W/ CONTROL PANEL Location: Vacant Building
118		P1150086		(2) ACRISON FEEDER Location: Vacant Building



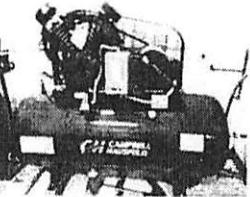


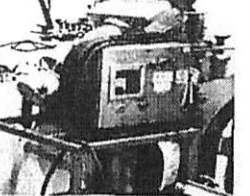

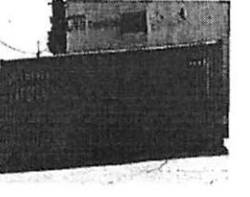
119		P1150088-090	TK2	(2) PRESSURE VACUUM 26 GALLONS TANK, AGITATED & NON-JACKETED Location: Vacant Building
120		P1150092-093	BH2	(2) 680L SS HOPPER Location: Vacant Building
121		P1150095		PSV VALVES Location: Vacant Building
122		P1150096-097		HAPMAN CONVEYOR SYSTEM, XP RATED, VARIABLE SPEED Location: Vacant Building
123		P1150099-101 & P1150103-104		(6) 200L PUMP SS TANKS Location: Vacant Building
124		P1150106		MICROWAVE #3, PARTIALLY PHOTO'D, EXTERIOR HOUSING CAVITY IN SHOP FOR FINAL MACHING Location: Vacant Building
125		P1150107		MISC STAINLESS PIPING, STRUCTURAL STEEL Location: Vacant Building
126		P1150108-109 & P1140957-958		MICROWAVE GENERATOR & EXTRACTOR Location: Vacant Building



127		P1150111		PUMP HOUSE Location: Vacant Building
128		P1150112-114	MW2	LABOTRON X 6000 MICROWAVE EXTRACTOR Location: Vacant Building
129		P1150117-119		(3) BUCHI ROTAVAPOR R-300 Location: Outside Plant
130		P1150121-124		(2) MINILABOTRON 2000 MICROWAVE EXTRACTOR Location: Vacant Building
131		P1150126-128		ATC K1 CHILLER, PART# K105006 Location: Vacant Building
132		P1150130-133		RETSCH SM 300 GRINDER Location: Outside Plant
133		P1150138-140		LABCONCO FREEZONE FREEZER Location: Outside Plant
134		P1150142-143		EPPENDORF CENTRIFUGE 5810 R Location: Outside Plant

135		P1150145-147	<p>2018 GLATT MINI FLUID BED DRYER</p> <p>Location: Inside Plant</p>
136		P1150149-151	<p>IKA T25 DIGITAL ULTRA TURRAX HOMOGENIZER</p> <p>Location: Inside Plant</p>
137		P1150153-154	<p>BUCHI MINI SPRAY DRYER B-290</p> <p>Location: Inside Plant</p>
138		P1150156-157	<p>BUCHI INERT LOOP B-295</p> <p>Location: Inside Plant</p>
139		P1150159-161	<p>RETSCH PM 100 PLANETARY BALL MILL</p> <p>Location: Outside Plant</p>
140		P1150163-164	<p>THERMO HERATHERM OVEN</p> <p>Location: Vacant Building</p>
141		P1150166-169	<p>(2) MICROWAVE EXTRACTOR HUBER MINICHILLER 600 & SAIREM MICROWAVE GENERATOR</p> <p>Location: Outside Plant</p>
142		P1150171-173	<p>(3) MINIFLOW 200SS MICROWAVE</p> <p>Location: Outside Plant</p>

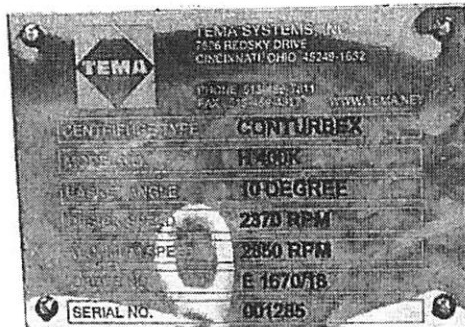
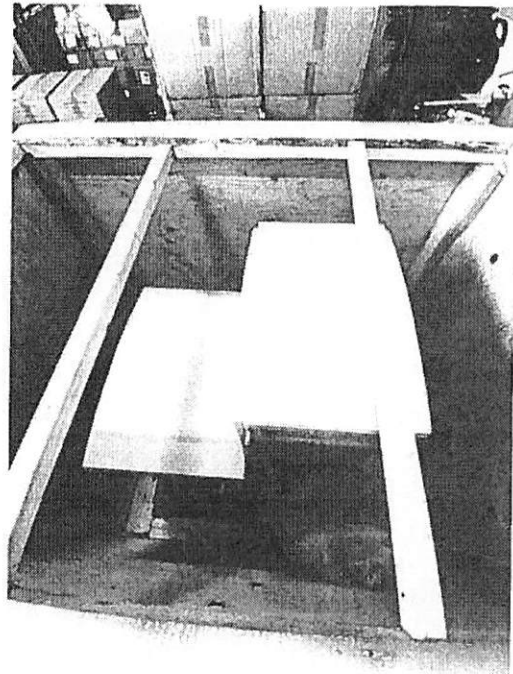
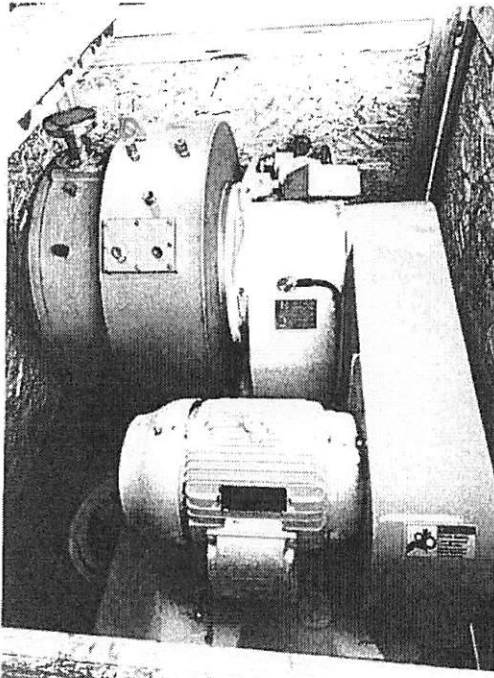
143		P1150175-178		AGILENT TECHNOLOGIES 1200 SERIES & 1260 INFINITY HPLC Location: Outside Plant
144				BUCHI PURE C-850 FLASH PREP Location: Outside Plant
145		P1150191-193		THERMO SCIENTIFIC FORMA 900 SERIES FREEZER Location: Vacant Building
146		P1150195-197	QC-CS1 QC-CRS1	CARON ENVIRONMENTAL CHAMBER & CARON CONDENSATE RECIRCULATOR Location: Vacant Building
147		P1150199-201	QC-SC2	CARON ENVIRONMENTAL CHAMBER Location: Vacant Building
148		P1150203-205	PD-SC1	CARON ENVIRONMENTAL CHAMBER Location: Vacant Building
149		P1150207-215	QC-HPLC1	AGILENT (4) 1100 SERIES, (2) 1200 SERIES, HEWLETT PACKARD 1100 Location: Outside Plant
150		P1150217-220		MALVERN MASTERSIZER 3000 PARTICLE SIZE ANALYZER, MALVERN AERO S, MALVERN HYDRO MV Location: Outside Plant

151		P1150222-224		MALVERN ZETASIZER NANO SERIES PARTICLE SIZE ANALYZER Location: Outside Plant
152		P1150226-229 & P1150231-234		AGILENT TECHNOLOGIES 7890B GC SYSTEM, 7890B (G3440B) SERIAL# CN13333026, AGILENT 7693A AUTOSAMPLER, JULABO 900F HEATER (SERIAL# 10364667) Location: Outside Plant
153		P1150236-240	QC-GCMS1	GC MAS SPEC. - AGILENT TECHNOLOGIES 7890A GC SYSTEM (SERIAL# US11241031), AGILENT 7693 AUTOSAMPLER, AGILENT 5975C VL MSD W/ TRIPLE-AXIS DETECTOR Location: Outside Plant
154		P1150242-243		VWR FRIDGE/FREEZER Location: Vacant Building
155		P1150245-246		VWR FRIDGE/FREEZER Location: Vacant Building
156		P1150248-249 & P1150251		VWR FRIDGE/FREEZER Location: Vacant Building
157		P1150253-255		TOSHIBA 1600XPI SERIES UNINTERRUPTIBLE POWER SYSTEM Location: Vacant Building
158		P1150273-277		AGILENT TECHNOLOGIES 7890A (SERIAL# CN10953056) GC SYSTEM, 7693 AUTOSAMPLER, 5977B MSD Location: Outside Building

159		P1150279-281		ULTRASCAN VIS HUNTER LAB
160		P1150283-288	QC-BAL1	METTLER TOLEDO SCALE O XP56 SCALE & BT-P42 PRINTER
161		P1150290-291		CAMPBELL HAUSFELD CE800.100FP AIR COMPRESSOR
162				PFAULDER WIPED FILM EVAPORATOR, USED REFURBISHED BY PFAUDLER
163				FITZMILL
164				URSCHEL MILL
165				SOFTWALL CLEAN ROOM
166				40FT STORAGE CONTAINER

167			ACRISON FEEDER SYSTEM Location: Vacant Building
168			PALL FILTER HOUSING Location: Vacant Building

Limited Receivership of Radeint Technologies
 3 crates containing: LC Mass Spectrometer, TEMA Centrifuge and Associated Parts



APPENDIX D

A copy of the Consent Order – June 23, 2023

CERTIFIED *E. Wheaton*
by the Court Clerk as a true copy of the
document digitally filed on Jun 23, 2023

COURT FILE NUMBER 2203 13202 Clerk's Stamp
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 CONSENT ORDER



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
Telephone: 780.482.9153
Fax: 780.733.9716
Lawyer: Ryan Trainer
Email: ryan.trainer@mross.com
File No.: 20230959

DATE ON WHICH ORDER WAS PRONOUNCED:

June 23, 2023

LOCATION WHERE ORDER WAS PRONOUNCED:

Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER:

Justice K. Feth

UPON THE EX PARTE APPLICATION by MNP Ltd. in its capacity as the Court-appointed receiver (the "Receiver") of certain personal property of 1631807 ALBERTA LTD. and RADIANT TECHNOLOGIES INC. (collectively, the "Debtors") 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; AND UPON being advised that the Honourable Justice M.E. Burns granted an Approval and Vesting Order on May 30, 2023 (the "Sale Order"), approving the Receiver's proposed auction sale of the assets subject to the Receivership Order (the "Auction Sale") by Workingman Capital Corp.; AND UPON being advised that the Debtors have consented to the addition of a single piece of equipment to the Auction Sale that is set to conclude June 27, 2023; AND UPON HEARING the submissions of counsel for the Receiver, and those in attendance, IT IS HEREBY ORDERED AND DECLARED THAT:

1. Schedule "B" to the Sale Order is amended to add a VTA Short Path Distillation Plant (the "Additional Equipment").
2. The balance of the Sale Order remains in full force and effect.
3. 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

Consented to by:

McLennan Ross LLP

Per:



Ryan Trainor, Counsel for MNP Ltd. in its capacity as the Court-appointed receiver (the "Receiver") of certain personal property of 1631807 Alberta Ltd., Radiant Technologies Inc.

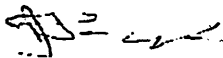
Kirwin LLP

Per:

Mark Kirwin, Counsel for 1631807 Alberta Ltd., Radiant Technologies Inc., and Radiant Technologies (Cannabis) Inc.

DLA Piper (Canada) LLP

Per:



Jerritt Pawlyk, Counsel for Moskowitz Capital Mortgage Fund II Inc.

Dentons Canada LLP

Per:

Kurtis Letwin, Counsel for Agriculture Financial Services Corporation

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3. 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

Consented to by:

McLennan Ross LLP

Kirwin LLP

Per:

Ryan Trainer, Counsel for MNP Ltd. in its capacity as the Court-appointed receiver (the "Receiver") of certain personal property of 1831807 Alberta Ltd., Radiant Technologies Inc.

Per:

Mark Kirwin, Counsel for 1831807 Alberta Ltd., Radiant Technologies Inc., and Radiant Technologies (Cannabis) Inc.

DLA Piper (Canada) LLP

Dentons Canada LLP

Per:

Jarrit Pawlyk, Counsel for Moskowitz Capital Mortgage Fund II Inc.

Per:


Kurtis Letwin, Counsel for Agriculture Financial Services Corporation

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3. 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

Consented to by:

McLennan Ross LLP

Kirwin LLP

Per:

Ryan Trainer, Counsel for MNP Ltd. in its capacity as the Court-appointed receiver (the "Receiver") of certain personal property of 1631807 Alberta Ltd., Radient Technologies Inc.

Per:

Mark Kirwin, Counsel for 1631807 Alberta Ltd., Radient Technologies Inc., and Radient Technologies (Cannabis) Inc.

DLA Piper (Canada) LLP

Dentons Canada LLP

Per:

Jerritt Pawlyk, Counsel for Moskowitz Capital Mortgage Fund II Inc.

Per:

Kurtis Letwin, Counsel for Agriculture Financial Services Corporation

APPENDIX E

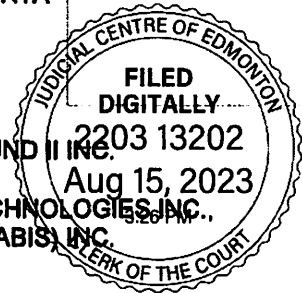
A copy of the Second Approval Order – July 19, 2023

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

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT

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

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.

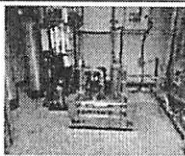
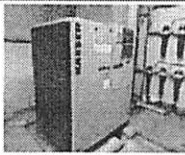
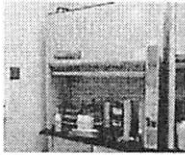
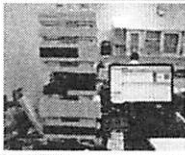

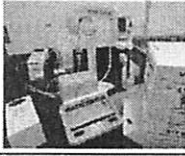




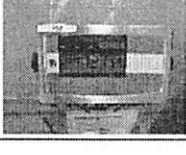
Per: _____

Name: Kristin Gray

Title: Senior Vice President






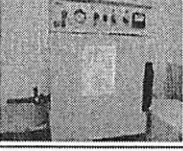
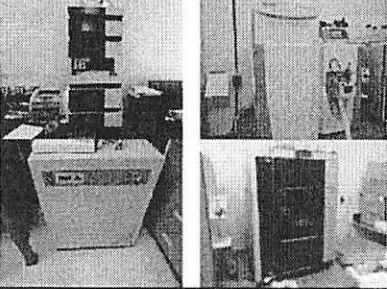

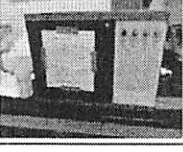
Schedule "B"

ITEM	PHOTO	Pic Ref	UNIT	DESCRIPTION	VIN/SN
1		P1140562-586	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
6		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 ETHENDL 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	

APPENDIX F

A copy of the Second Auction Listing

Lot	Description
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 AJB541M, 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

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 PIPETTES, NORMJECT SYRINGES, HPLC SUPPLIES, FOOD SAVER VACUUM ROLLS, GLASS VIALS, DISPOSABLE SAMPLE CONTAINERS

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

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

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

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

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

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>

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]

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

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>

APPENDIX G

A copy of the interim statement of receipts and disbursements for
the period of March 21, 2023, to September 11, 2023

**In the Matter of the Receivership of 1631807 Alberta Ltd. and
Radiant Technologies Inc.
Receiver's Interim Statement of Receipts and Disbursements
For the Period of March 21, 2023 to September 11, 2023**

Receipts	\$'s
Sale of assets	940,850
Advance from secured creditor	49,443
Interest	216
	990,509
Disbursements	
Receiver's fees	60,455
Legal fees	32,223
Auction expense	5,839
GST paid	4,952
Insurance	3,000
Equipment move expense	2,610
Contractor and security expense	2,127
Administrative costs (change locks, license fees, postage)	215
	111,421
Funds Held In Trust	879,088

MNP Ltd.

Receiver of 1631807 Alberta Ltd. and Radiant Technologies Inc.

APPENDIX H

**A Copies of the Personal Property Registry Search Results
Reports – March 9, 2023**

Search ID #: Z15924329

Transmitting Party

MCLENNAN ROSS LLP

600, 12220 Stony Plain RD
EDMONTON, AB T5N 3Y4

Party Code: 50025451
Phone #: 780 482 9250
Reference #: 20230959 rtt

Search ID #: Z15924329

Date of Search: 2023-Mar-09

Time of Search: 13:50:34

Business Debtor Search For:

1631807 ALBERTA LTD.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z15924329

Business Debtor Search For:

1631807 ALBERTA LTD.

Search ID #: Z15924329

Date of Search: 2023-Mar-09

Time of Search: 13:50:34

Registration Number: 18042545536

Registration Date: 2018-Apr-25

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Apr-25 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

Current

1 1631807 ALBERTA LTD.
3946 - 101 STREET NW
EDMONTON, AB T6E 0A5

Block

Status

Current

2 RADIANT TECHNOLOGIES INC.
2900 - 550 BURRARD STREET
VANCOUVER, BC V6C 0A3

Secured Party / Parties

Block

Status

Current

1 MOSKOWITZ CAPITAL MORTGAGE FUND II INC.
2200 YONGE STREET, SUITE 1002
TORONTO, ON M4S 2C6

Collateral: General

Block

Description

Status

1 All present and after acquired undertaking and personal property (other than consumer goods) of the Debtor.

Current

Search ID #: Z15924329

Business Debtor Search For:

1631807 ALBERTA LTD.

Search ID #: Z15924329

Date of Search: 2023-Mar-09

Time of Search: 13:50:34

Registration Number: 20010308052

Registration Date: 2020-Jan-03

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2025-Jan-03 23:59:59

Exact Match on: Debtor No: 4

Amendments to Registration

20120425855

Amendment

2020-Dec-04

Debtor(s)

Block

1 AKAURA HOLDINGS INC.
3946 101 STREET N.W.
EDMONTON, AB T6E 0A5

Status

Deleted by
20120425855

Block

2 AMNOR LTD.
3946 101 STREET N.W.
EDMONTON, AB T6E 0A5

Status

Deleted by
20120425855

Block

3 AMNOR GROUP INC.
3946 101 STREET N.W.
EDMONTON, AB T6E 0A5

Status

Deleted by
20120425855

Block

4 1631807 ALBERTA LTD.
3946 101 STREET N.W.
EDMONTON, AB T6E 0A5

Status

Current

Block

5 RADIANT TECHNOLOGIES INC.
3946 101 STREET N.W.
EDMONTON, AB T6E 0A5

Status

Current

Search ID #: Z15924329

Block

6 KAURA, HARRY
3946 101 STREET N.W.
EDMONTON, AB T6E 0A5

Birth Date:
1967-Jan-09

Status

Deleted by
20120425855

Block

7 KAURA, HARINDER, SINGH
3946 101 STREET N.W.
EDMONTON, AB T6E 0A5

Birth Date:
1967-Jan-09

Status

Deleted by
20120425855

Secured Party / Parties

Block

1 PILLAR CAPITAL CORP.
SUITE 920 - 602 12TH AVENUE S.W.
CALGARY, AB T2R 1J3
Email: PPSA@PILLARCAPITALCORP.COM

Status

Deleted by
20120425855

Block

2 AKAURA HOLDINGS INC.
4025 101 STREET NW
EDMONTON, AB T6E 0A5
Email: harry@amnorgroup.com

Status

Current by
20120425855

Collateral: General

Block

Description

1 ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTORS
(OR ANY OF THEM).

Status

Current

Search ID #: Z15924329

Business Debtor Search For:

1631807 ALBERTA LTD.

Search ID #: Z15924329

Date of Search: 2023-Mar-09

Time of Search: 13:50:34

Registration Number: 20010308161

Registration Date: 2020-Jan-03

Registration Type: LAND CHARGE

Registration Status: Current

Registration Term: Infinity

Exact Match on:

Debtor

No: 4

Amendments to Registration

20120425977

Amendment

2020-Dec-04

Debtor(s)

Block

1 AKAURA HOLDINGS INC.
3946 101 STREET N.W.
EDMONTON, AB T6E 0A5

Status

Deleted by
20120425977

Block

2 AMNOR LTD.
3946 101 STREET N.W.
EDMONTON, AB T6E 0A5

Status

Deleted by
20120425977

Block

3 AMNOR GROUP INC.
3946 101 STREET N.W.
EDMONTON, AB T6E 0A5

Status

Deleted by
20120425977

Block

4 1631807 ALBERTA LTD.
3946 101 STREET N.W.
EDMONTON, AB T6E 0A5

Status

Current

Block

5 RADIANT TECHNOLOGIES INC.
3946 101 STREET N.W.
EDMONTON, AB T6E 0A5

Status

Current

Search ID #: Z15924329

Secured Party / Parties

Block

1 PILLAR CAPITAL CORP.
SUITE 920 - 602 12TH AVENUE S.W.
CALGARY, AB T2R 1J3
Email: PPSA@PILLARCAPITALCORP.COM

Status

Deleted by
20120425977

Block

2 AKAURA HOLDINGS INC.
4025 101 STREET NW
EDMONTON, AB T6E 0A5
Email: harry@amnorgroup.com

Status

Current by
20120425977

Search ID #: Z15924329

Business Debtor Search For:

1631807 ALBERTA LTD.

Search ID #: Z15924329

Date of Search: 2023-Mar-09

Time of Search: 13:50:34

Registration Number: 20072226118

Registration Date: 2020-Jul-22

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2025-Jul-22 23:59:59.

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

1 1631807 ALBERTA LTD.
#201, 9426 - 51 AVENUE
EDMONTON, AB T6E 5A6

Status
Current

Secured Party / Parties

Block

1 2153983 ALBERTA LTD.
9433 - 58TH AVENUE
EDMONTON, AB T6E 0B8
Email: ryan@pinenecapital.com

Status
Current

Collateral: General

Block

Description

1 ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

Status
Current

Result Complete

Search ID #: Z15924335

Transmitting Party

MCLENNAN ROSS LLP

600, 12220 Stony Plain RD
EDMONTON, AB T5N 3Y4

Party Code: 50025451
Phone #: 780 482 9250
Reference #: 20230959 rtt

Search ID #: Z15924335

Date of Search: 2023-Mar-09

Time of Search: 13:51:26

Business Debtor Search For:

RADIANT TECHNOLOGIES INC.

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z15924335

Business Debtor Search For:

RADIANT TECHNOLOGIES INC.

Search ID #: Z15924335

Date of Search: 2023-Mar-09

Time of Search: 13:51:26

Registration Number: 11051631913

Registration Date: 2011-May-16

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-May-16 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

12121428605	Renewal	2012-Dec-14
13021332376	Amendment	2013-Feb-13
13022814196	Amendment	2013-Feb-28
19081303158	Amendment	2019-Aug-13
20010901878	Amendment	2020-Jan-09

Debtor(s)

Block

1 RADIANT TECHNOLOGIES INC.
8223 ROPER ROAD
EDMONTON, AB T6E 6S4

Status
Current

Secured Party / Parties

Block

1 AGRICULTURE FINANCIAL SERVICES CORPORATION
P.O. BOX 5000 STAT M, 4910 - 52 STREET
CAMROSE, AB T4V 4E8
Phone #: 780 679 1350 Fax #: 780 679 1394

Status
Deleted by
13022814196

Block

2 AGRICULTURE FINANCIAL SERVICES CORPORATION
4910 - 52 STREET
CAMROSE, AB T4V 2V4
Phone #: 780 679 1350 Fax #: 780 679 1394

Status
Deleted by
19081303158

Search ID #: Z15924335

Block

3 AGRICULTURE FINANCIAL SERVICES CORPORATION
5718 56 AVENUE
LACOMBE, AB T4L 1B1
Phone #: 403 786 2683 Fax #: 403 782 8362
Email: LoanCompliance.SpecialAccounts@afsc.ca

Status

Deleted by
20010901878

Block

4 AGRICULTURE FINANCIAL SERVICES CORPORATION S001943
5718 56 AVENUE
LACOMBE, AB T4L 1B1
Phone #: 403 786 2683 Fax #: 403 782 8362
Email: loancompliance.PPR@afsc.ca

Status

Current by
20010901878

Collateral: General

Block

Description

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INCLUDING
PROCEEDS

Status

Current

Particulars

Block

Other Changes

1 This registration is postponed to the security interest of Espresso Capital Tax Credit Fund III Limited Partnership registered under Registration Number 13021232400 with respect only to the "Espresso Priority Collateral" as defined in the Priority Agreement between Agriculture Financial Services Corporation and Espresso Capital Tax Credit Fund III Limited Partnership dated February 7, 2013 as follows:

Status

Current By
13021332376

1. All of the Debtor's right, title and interest in the Debtor's Scientific Research and Experimental Development tax credits for the Debtor's 2013 and subsequent tax years (the "SRED Claims").

2. All direct and indirect proceeds of the SRED Claims of whatsoever nature or kind (including all insurance proceeds and claims related thereto).

Search ID #: Z15924335

Business Debtor Search For:

RADIANT TECHNOLOGIES INC.

Search ID #: Z15924335

Date of Search: 2023-Mar-09

Time of Search: 13:51:26

Registration Number: 22011129399

Registration Date: 2022-Jan-11

Registration Type: REPORT OF SEIZURE

Registration Status: Current

Registration Term: Infinity

Service Area 4

Amount being seized for is \$246,837.97.

Property was seized on 2022-Jan-10

<u>Registration Type</u>	<u>Date</u>	<u>Registration #</u>	<u>Value</u>
Report of Seizure	2022-Jan-10	22011129399	\$246,837.97
Sale of Seized Property	2022-Apr-06	22040622844	\$0.00

Exact Match on: Debtor No: 1

Amendments to Registration

22011428043	Amendment	2022-Jan-14
22011817585	Amendment	2022-Jan-18
22032322083	Amendment	2022-Mar-23
22042524391	Amendment	2022-Apr-25

Solicitor / Agent

DENTONS CANADA LLP
2500 STANTEC TOWER 10220 - 103 AVE NW
EDMONTON, AB T5J 0K4

Phone #: 780 423 7169

Reference #: 503296-223

Search ID #: Z15924335

Civil Enforcement Agent

CONSOLIDATED CIVIL ENFORCEMENT INC.
300, 801 MANNING ROAD NE
CALGARY, AB T2E 7M8
Phone #: 403 262 8800 Fax #: 403 262 8801

Debtor(s)

Block

1 RADIANT TECHNOLOGIES INC.
8223 ROPER ROAD
EDMONTON, AB T6E 6S4

Status

Current

Creditor(s)

Block

1 AGRICULTURE FINANCIAL SERVICES CORPORATION S001943
5718 56 AVENUE
LACOMBE, AB T4L 1B1
Phone #: 403 786 2683 Fax #: 403 782 8362

Status

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	A295N04326J	1900	YALE FORKLIFT W/42" FORKS	MV - Motor Vehicle	Current By 22011817585
2	A935N01688K	1900	HYSTER 40 W/42" FORKS	MV - Motor Vehicle	Current By 22011817585
3	B875V1184L	1900	YALE W/48" FORKS & 42" SS	MV - Motor Vehicle	Current By 22011817585

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	Thirty Three (33) Units of 950KG Totes of MIGLYOL 812 N Food Grade Oil	Released
2	One (1) Portable Shrink Wrapper Fantome Full Web On Castors approx 7'T	Current By 22011428043
3	One (1) 2 Door Cooler Fisher Scientific s/n 401N0001	Current By 22011428043
4	One (1) Yellow Metal 2 Door Cabinet approx 6'wx3'tx2'd	Current By 22011428043
5	One (1) Uline Pallet Jack	Current By 22011428043
6	Three (3) Uline Metal Cabinets 2 Door Lock Mech.	Current By 22011428043

Search ID #: Z15924335

7	One (1) BL Portable Metal Stairs by Canway	Current By 22011428043
8	One (1) Hirayaa Mandel E-0253 Autoclave HVA-110	Current By 22011428043
9	Additional items have been seized. Refer to Civil Enforcement Agency file for a complete list.	Current By 22011428043

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	Seized goods listed in Block One Seized Collateral General were left on a Bailee's Undertaking at Complete Shipping Solutions Warehouse, 12759 - 149 St., Edmonton, AB, signed by Mark Evans on January 10, 2022.	Current
<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
2	Consolidated Civil Enforcement Inc file number is 160623-DP-4C	Current
<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
3	An additional seizure was effected on January 13, 2022 at 4035 - 101 St NW, Edmonton, AB. Seized goods left onsite.	Current By 22011428043
<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
4	In Blocks 1,2,3 under Serial Number Goods the year 1900 was used to register the seizure.	Current By 22011817585
<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
5	Written instructions received from Dentons LLP to release the following from seizure: Used Lee Industries 500 Liter Process Vessel, Model 500LDBT, s/n B8522D7 and a Used 800 Liter Tank, Container Logic, s/n 92238. All other items remain under seizure.	Current By 22032322083
<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
6	Written instructions received from Dentons LLP to release the following items from seizure: 40 Used 800 Liter SS Aseptic Storage Tanks. All other items remain under seizure.	Current By 22042524391

Search ID #: Z15924335

Business Debtor Search For:

RADIANT TECHNOLOGIES INC.

Search ID #: Z15924335

Date of Search: 2023-Mar-09

Time of Search: 13:51:26

Registration Number: 22040622844

Registration Date: 2022-Apr-06

Registration Type: SALE OF SEIZED PROPERTY

Registration Status: Current

Registration Term: Infinity

Report of Seizure Registration Number is 22011129399.

Property was Sold on 2022-Apr-06

Amount Realized was \$0.00.

<u>Registration Type</u>	<u>Date</u>	<u>Registration #</u>	<u>Value</u>
Report of Seizure	2022-Jan-10	22011129399	\$246,837.97
Sale of Seized Property	2022-Apr-06	22040622844	\$0.00

Exact Match on: Debtor No: 1

Civil Enforcement Agent

CONSOLIDATED CIVIL ENFORCEMENT INC.

300, 801 MANNING ROAD NE

CALGARY, AB T2E 7M8

Phone #: 403 262 8800

Fax #: 403 262 8801

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	Thirty Three (33) Units of 950KG Totes of MIGLYOL 812 N Food Grade Oil	Released

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	Written instructions received from Dentons Canada LLP to release Thirty Three (33) Units of 950KG Totes of MIGLYOL 812 N Food Grade Oil from seizure. All other items remain under seizure.	Current

Search ID #: Z15924335

Business Debtor Search For:

RADIANT TECHNOLOGIES INC.

Search ID #: Z15924335

Date of Search: 2023-Mar-09

Time of Search: 13:51:26

Registration Number: 18042545536

Registration Date: 2018-Apr-25

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Apr-25 23:59:59

Exact Match on: Debtor No: 2

Debtor(s)

Block

1 1631807 ALBERTA LTD.
3946 - 101 STREET NW
EDMONTON, AB T6E 0A5

Status
Current

Block

2 RADIANT TECHNOLOGIES INC.
2900 - 550 BURRARD STREET
VANCOUVER, BC V6C 0A3

Status
Current

Secured Party / Parties

Block

1 MOSKOWITZ CAPITAL MORTGAGE FUND II INC.
2200 YONGE STREET, SUITE 1002
TORONTO, ON M4S 2C6

Status
Current

Collateral: General

Block

1 All present and after acquired undertaking and personal property (other than consumer goods) of the Debtor.

Status
Current

Search ID #: Z15924335

Business Debtor Search For:

RADIANT TECHNOLOGIES INC.

Search ID #: Z15924335

Date of Search: 2023-Mar-09

Time of Search: 13:51:26

Registration Number: 19081420277

Registration Date: 2019-Aug-14

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Aug-14 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status
Current

1 RADIANT TECHNOLOGIES INC.
201 - 9426 51 AVENUE NW
EDMONTON, AB T6E 5A6

Secured Party / Parties

Block

Status
Current

1 MOSKOWITZ CAPITAL MORTGAGE FUND II INC.
2200 YONGE STREET, SUITE 1002
TORONTO, ON M4S 2C6
Email: jenny@moskowitzcapital.com

Collateral: General

Block

Description

Status
Current

1 ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE, DIRECT AND INDIRECT,
ABSOLUTE AND CONTINGENT OF 1631807 ALBERTA LTD. TO THE
DEBTOR AND ALL PROCEEDS: ALL PRESENT AND AFTER ACQUIRED PERSONAL
PROPERTY

Search ID #: Z15924335

Business Debtor Search For:

RADIANT TECHNOLOGIES INC.

Search ID #: Z15924335

Date of Search: 2023-Mar-09

Time of Search: 13:51:26

Registration Number: 20010308052

Registration Date: 2020-Jan-03

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2025-Jan-03 23:59:59

Exact Match on:

Debtor

No: 5

Amendments to Registration

20120425855

Amendment

2020-Dec-04

Debtor(s)

Block

1 AKAURA HOLDINGS INC.
3946 101 STREET N.W.
EDMONTON, AB T6E 0A5

Status

Deleted by
20120425855

Block

2 AMNOR LTD.
3946 101 STREET N.W.
EDMONTON, AB T6E 0A5

Status

Deleted by
20120425855

Block

3 AMNOR GROUP INC.
3946 101 STREET N.W.
EDMONTON, AB T6E 0A5

Status

Deleted by
20120425855

Block

4 1631807 ALBERTA LTD.
3946 101 STREET N.W.
EDMONTON, AB T6E 0A5

Status

Current

Block

5 RADIANT TECHNOLOGIES INC.
3946 101 STREET N.W.
EDMONTON, AB T6E 0A5

Status

Current

Search ID #: Z15924335

Block

Status

6 KAURA, HARRY
3946 101 STREET N.W.
EDMONTON, AB T6E 0A5

Deleted by
20120425855

Birth Date:
1967-Jan-09

Block

Status

7 KAURA, HARINDER, SINGH
3946 101 STREET N.W.
EDMONTON, AB T6E 0A5

Deleted by
20120425855

Birth Date:
1967-Jan-09

Secured Party / Parties

Block

Status

1 PILLAR CAPITAL CORP.
SUITE 920 - 602 12TH AVENUE S.W.
CALGARY, AB T2R 1J3
Email: PPSA@PILLARCAPITALCORP.COM

Deleted by
20120425855

Block

Status

2 AKAURA HOLDINGS INC.
4025 101 STREET NW
EDMONTON, AB T6E 0A5
Email: harry@amnorgroup.com

Current by
20120425855

Collateral: General

Block

Description

Status

1 ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTORS
(OR ANY OF THEM).

Current

Search ID #: Z15924335

Business Debtor Search For:

RADIANT TECHNOLOGIES INC.

Search ID #: Z15924335

Date of Search: 2023-Mar-09

Time of Search: 13:51:26

Registration Number: 20010308161

Registration Date: 2020-Jan-03

Registration Type: LAND CHARGE

Registration Status: Current

Registration Term: Infinity

Exact Match on:

Debtor

No: 5

Amendments to Registration

20120425977

Amendment

2020-Dec-04

Debtor(s)

Block

1 AKAURA HOLDINGS INC.
3946 101 STREET N.W.
EDMONTON, AB T6E 0A5

Status

Deleted by
20120425977

Block

2 AMNOR LTD.
3946 101 STREET N.W.
EDMONTON, AB T6E 0A5

Status

Deleted by
20120425977

Block

3 AMNOR GROUP INC.
3946 101 STREET N.W.
EDMONTON, AB T6E 0A5

Status

Deleted by
20120425977

Block

4 1631807 ALBERTA LTD.
3946 101 STREET N.W.
EDMONTON, AB T6E 0A5

Status

Current

Block

5 RADIANT TECHNOLOGIES INC.
3946 101 STREET N.W.
EDMONTON, AB T6E 0A5

Status

Current

Search ID #: Z15924335

Secured Party / Parties

Block

1 PILLAR CAPITAL CORP.
SUITE 920 - 602 12TH AVENUE S.W.
CALGARY, AB T2R 1J3
Email: PPSA@PILLARCAPITALCORP.COM

Status

Deleted by
20120425977

Block

2 AKAURA HOLDINGS INC.
4025 101 STREET NW
EDMONTON, AB T6E 0A5
Email: harry@amnorgroup.com

Status

Current by
20120425977

Search ID #: Z15924335

Business Debtor Search For:

RADIANT TECHNOLOGIES INC.

Search ID #: Z15924335

Date of Search: 2023-Mar-09

Time of Search: 13:51:26

Registration Number: 20120328479

Registration Date: 2020-Dec-03

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2030-Dec-03 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 RADIANT TECHNOLOGIES INC.
8223 ROPER ROAD
EDMONTON, AB T6E 6S4

Current

Secured Party / Parties

Block

Status

1 FILLMORE CONSTRUCTION MANAGEMENT INC
9114 - 34A AVENUE
EDMONTON, AB T6E 5P4
Email: jfillmore@fcmi.net

Current

Collateral: General

Block

Description

Status

1 All present and after acquired property of the Debtor.

Current

Search ID #: Z15924335

Business Debtor Search For:

RADIANT TECHNOLOGIES INC.

Search ID #: Z15924335

Date of Search: 2023-Mar-09

Time of Search: 13:51:26

Registration Number: 21052521803

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2021-May-25

Registration Status: Current

Expiry Date: 2023-May-25 23:59:59

Issued in Edmonton Judicial Centre

Court File Number is 2003 21250

Judgment Date is 2020-Nov-26

This Writ was issued on 2021-Feb-24

Type of Judgment is Other

Original Judgment Amount: \$19,195.70

Costs Are: \$234.00

Post Judgment Interest: \$0.00

Current Amount Owing: \$19,429.70

Exact Match on: Debtor No: 1

Solicitor / Agent

BISHOP & MCKENZIE LLP (B&S)

2300, 10180 - 101 STREET

EDMONTON, AB T5J1V3

Phone #: 780 426 5550

Fax #: 780 426 1305

Reference #: 106, 156-003

Email: ppr@bmlp.ca

Debtor(s)

Block

1 RADIANT TECHNOLOGIES INC.
3400, 350 - 7TH AVENUE SW
CALGARY, AB T2P 3N9

Status
Current

Creditor(s)

Block

1 VALWEST EQUIPMENT LIMITED
2300, 10180 - 101 STREET
EDMONTON, AB T5J 1V3

Status
Current

Search ID #: Z15924335

Email: PPR@BMLLP.CA

Search ID #: Z15924335

Business Debtor Search For:

RADIANT TECHNOLOGIES INC.

Search ID #: Z15924335

Date of Search: 2023-Mar-09

Time of Search: 13:51:26

Registration Number: 21092718691

Registration Type: WORKERS' COMPENSATION BOARD CHARGE

Registration Date: 2021-Sep-27

Registration Status: Current

Registration Term: Infinity

The WCB Charge Amount is \$14,619.01

Exact Match on: Debtor No: 1

Amendments to Registration

22042227376

Amendment

2022-Apr-22

23022311032

Amendment

2023-Feb-23

Debtor(s)

Block

1 RADIANT TECHNOLOGIES INC.
8223 ROPER RD NW
EDMONTON, AB T6E 6S4

Status
Current

Secured Party / Parties

Block

1 WORKERS' COMPENSATION BOARD/COLLECTION UNIT
9912 107 STREET
EDMONTON, AB T5K 1G5
Phone #: 780 509 1395 Fax #: 780 498 7999

Status
Current

Collateral: General

Block

Description

1 ALL PRESENT AND AFTER-AQUIRED PROPERTY AND ALL PROPERTY USED IN CONNECTION, PURSUANT TO WCB ACT S129

Status
Current

Search ID #: Z15924335

Particulars

<u>Block</u>	<u>Additional Information</u>
1	WCB ACCOUNT #6205386

Status

Current

Search ID #: Z15924335

Business Debtor Search For:

RADIANT TECHNOLOGIES INC.

Search ID #: Z15924335

Date of Search: 2023-Mar-09

Time of Search: 13:51:26

Registration Number: 21102537471

Registration Date: 2021-Oct-25

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-Oct-25 23:59:59

Inexact Match on:

Debtor

No: 1

Debtor(s)

Block

1 RADIANT TECHNOLOGIES
9426 51 AVE NW
EDMONTON, AB T6E 5A6

Status
Current

Secured Party / Parties

Block

1 RESET FINANCIAL INC.
100, 4208 97 STREET NW
EDMONTON, AB T6E 5Z9
Phone #: 780 756 7954
Email: ct104@cash-today.ca

Status
Current

Search ID #: Z15924335

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	-YALE FORKLIFT W 42" ORKS & 31" CARRIAGE, MODEL #NR035DANM24TE095, VIN #A295N04326J -GENIE GS-2632 SCISSOR LIFT -HYSTER 40 FORKLIFT W 42" FORKS & 38.5" TDL INTEGRE, MODEL J40XN, VIN #A935N01688K -(4) 25,000L SS ETHANOL TANKS -1992 300 GALLON SS VENT TANK SN #93PH46309 -20,000L WASTE SPILL CONTAINMENT SS TANK DOUBLE WALL -AQC DUST COLLECTION SYSTEMS -CUMMINS BACKUP GENERATOR, NATURAL GAS -LEVEL NINE PRE-FAB VAULT, 12'X16' -METTLER TOLEDO SCALE, MODEL # IND560 HARSH, SN# B403219811 -PCL SYSTEM, INSTRUMENTATION SYSTEM, VARIOUS BOXES OF INSTRUMENTS, RATE CONTROLLERS, LOAD SENSORS, TANK BLANKETING REGULATORS, SINAMICS CONTROL UNITS, RADAR UNITS, ROTORY AIR LOCKS, VIBRATING LEVEL SWITCHES, MINI LOBE ROTORY PUMPS, TEMPERATURE SENSORS, REMOTE TRANSMITTERS, TEMPERATURE TRANSMITTERS, AIR MOTORS, PROCESS CALIBRATORS, MULTIVARIABLE TRANSMITTERS, CONTROL MASTERS, TREX COMMUNICATORS, MICRO MOTION SENSORS, REMOTE RTD'S, WEIGH MODULES, WEIGH TERMINALS, FORSBERG DESTONER, GASKETS, CLAMPS, REOTEMP PRESSURE GAGUE, WAVEGUIDE ADAPTERS, TRAC BALL VALVES, INLINE RESISTANCE THERMOMETERS, AXIUS SC RUPTURE DISCS, OPERATOR PANELS, PRESSURE TRANSMITTERS, SHO-RATE PURGEMETERS, GRACO PUMPS, VARIOUS DIAPHRAM PUMPS, MISC PUMPS -MICROWAVE -VOLUMETRIC METER -LETINA 528 GALLON JACKETED SS TANK -TEMA CENTRIFUGE H250 SS EXPLOSION RATED -(10) DIAPHRAGM SS PUMP, FDA APPROVED -(8) ROTARY LOPE PUMP SS -TEMA SOLID BOWL CENTRIFUGE DECANter, 4300RPM, XP RATED SN# 000698 -600 GALLON SS TANK, UNJACKETED & NO AGITATOR -SS KETTLE DOUBLE MOTION 500 GALLONS (US), JACKETED, AGITATED, XP RATED -SS KETTLE DOUBLE MOTION 500 GALLONS (US), JACKETED, AGITATED, XP RATED -VACUUM SOLVENT RECOVERY SYSTEM -26 GALLON SS TANK, NON-JACKETED & NON AGITATED -40 GALLON SS TANK, NON-JACKETED & NON-AGITATED -EXPLOSION PROOF VACUUM -WALK IN COOLER	Current

Search ID #: Z15924335

Business Debtor Search For:

RADIANT TECHNOLOGIES INC.

Search ID #: Z15924335

Date of Search: 2023-Mar-09

Time of Search: 13:51:26

Registration Number: 21102537581

Registration Date: 2021-Oct-25

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-Oct-25 23:59:59

Inexact Match on:

Debtor

No: 1

Debtor(s)

Block

1 RADIANT TECHNOLOGIES
9426 51 AVE NW
EDMONTON, AB T6E 5A6

Status
Current

Secured Party / Parties

Block

1 RESET FINANCIAL INC
100, 4208 97 ST NW
EDMONTON, AB T6E5Z9
Phone #: 780 756 7954
Email: ct104@cash-today.ca

Status
Current

Search ID #: Z15924335

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	-(2) LETINA SS 528 GALLON TANK, JACKETED & NON-AGITATED -500L SS JACKETED REACTOR, AGITATED -AS26 SHARPLE CENTRIFUGE SS, SN# 90AS26SP-87 -FAIRBANKS TRANSPORT SCALE -2003 BUCHI ROTAVAPOR R-250 EX, TYPE #S8621D542, 380-440 VOLTS, 50-60HZ, 7.5-9.1 KW, SN#416975010001 -1996 MUELLER TANK 1500 GALLONS, SS, JACKETEED & AGITATED -500 GALLON SS KETTLE, DOUBLE MOTION, JACKETED, AGITATED, VACUUM SOLVENT RATED -VACUUM SOLVENT RECOVERY SYSTEM -VACUUM SOLVENT RECOVERY SYSTEM -500 GALLON SS KETTLE, DOUBLE MOTION, JACKETED, AGITATED, VACUUM SOLVENT RATED -230 SQUARE FT OF SS HEAT EXCHANGERS -LENTINA 528 GALLON SS TANK, JACKETED, NON-AGITATED -80 GALLON VACUUM RATED RECEIVER SS -(3) 2000 GALLON SS TANKS, NON JACKETED & NON AGITATED -TEMA CENTRIFUGE, MODEL# SBD320, XP RATED -TEMA CONTURBEX CENTRIFUGE, MODEL H400K, XP RATED, SN#001284 -SS KETTLE DOUBLE MOTION 80 GALLONS (US), JACKETED, AGITATED, XP RATED -SS 2000L REACTOR TANK, VACUUM RATED, JACKETED & AGITATED, SN# 90377A -HYSTER 40 FORKLIFT W 42" FORKS & 39" SS CRG, MODEL # H40FTS, VIN #F001V04093K -YALE FORKLIFT W 48" FORKS & 42" SS CRG, MODEL #GLP050VXNVSE084, VIN #B875V11884L -AQC DUST COLLECTIONS SYSTEMS -AIR HANDLING UNIT 2, SN#47993 AHU-2 -30 TON REFIGERATION UNIT -100 TON REFIGERATION UNIT	Current

Search ID #: Z15924335

Business Debtor Search For:

RADIANT TECHNOLOGIES INC.

Search ID #: Z15924335

Date of Search: 2023-Mar-09

Time of Search: 13:51:26

Registration Number: 21122804365

Registration Date: 2021-Dec-28

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Dec-28 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

1 RADIANT TECHNOLOGIES INC.
2900-550 BURRARD ST
VANCOUVER, BC V6C 0A3

Status
Current

Secured Party / Parties

Block

1 SPECIAL CONTRACTING LTD.
1- 2838 GARDEN ST
ABBOTSFORD, BC V2T 4W7
Email: specialcontractingltd@gmail.com

Status
Current

Collateral: General

Block

Description

1 1 X LUNA BIOMASS EXTRACTING UNIT; SERIAL NUMBER - 209141013; CRN
NUMBER Z1017.21
1 X CHILLER UNIT MADE BY FLUID CHILLERS INC.; MODEL NUMBER AIR32000-
DC-3CP(5)-ULT-OD-CUL508A; SERIAL NUMBER - 4595

Status
Current

Search ID #: Z15924335

Business Debtor Search For:

RADIANT TECHNOLOGIES INC.

Search ID #: Z15924335

Date of Search: 2023-Mar-09

Time of Search: 13:51:26

Registration Number: 22052516563

Registration Date: 2022-May-25

Registration Type: WRIT OF ENFORCEMENT

Registration Status: Current

Expiry Date: 2024-May-25 23:59:59

Issued in Edmonton Judicial Centre

Court File Number is 2203 07675

Judgment Date is 2022-May-17

This Writ was issued on 2022-May-19

Type of Judgment is Other

Original Judgment Amount: \$4,273.89

Costs Are: \$127.55

Post Judgment Interest: \$0.00

Current Amount Owing: \$4,401.44

Exact Match on:

Debtor

No: 1

Solicitor / Agent

MINTZ LAW

410, 10339 - 124 STREET
EDMONTON, AB T5N 3W1

Phone #: 780 425 2041

Fax #: 780 425 2195

Reference #: 47000062

Email: BMINTZ@MINTZLAW.CA

Debtor(s)

Block

1 RADIANT TECHNOLOGIES INC.
C/O 3400, 350 - 7TH AVE SW
CALGARY, AB T2P 3N9

Status
Current

Creditor(s)

Block

1 STERIS BARRIER PRODUCT SOLUTIONS INC.
C/O 410, 10339 - 124 STREET
EDMONTON, AB T5N 3W1

Status
Current

Search ID #: Z15924335

Email: BMINTZ@MINTZLAW.CA

Search ID #: Z15924335

Business Debtor Search For:

RADIANT TECHNOLOGIES INC.

Search ID #: Z15924335

Date of Search: 2023-Mar-09

Time of Search: 13:51:26

Registration Number: 22052516628

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2022-May-25

Registration Status: Current

Expiry Date: 2024-May-25 23:59:59

Issued in Edmonton Judicial Centre

Court File Number is 2203 07676

Judgment Date is 2022-May-17

This Writ was issued on 2022-May-19

Type of Judgment is Other

Original Judgment Amount: \$4,845.33

Costs Are: \$127.55

Post Judgment Interest: \$0.00

Current Amount Owing: \$4,972.88

Exact Match on: Debtor No: 1

Solicitor / Agent

MINTZ LAW
410, 10339 - 124 STREET
EDMONTON, AB T5N 3W1

Phone #: 780 425 2041

Fax #: 780 425 2195

Reference #: 47000062

Email: BMINTZ@MINTZLAW.CA

Debtor(s)

Block

1 RADIANT TECHNOLOGIES INC.
C/O 3400, 350 - 7TH AVE SW
CALGARY, AB T2P 3N9

Status
Current

Creditor(s)

Block

1 STERIS SALES CANADA ULC
C/O 410, 10339 - 124 STREET
EDMONTON, AB T5N 3W1

Status
Current

Search ID #: Z15924335

Email: BMINTZ@MINTZLAW.CA

Search ID #: Z15924335

Business Debtor Search For:

RADIANT TECHNOLOGIES INC.

Search ID #: Z15924335

Date of Search: 2023-Mar-09

Time of Search: 13:51:26

Registration Number: 22081718225

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2022-Aug-17

Registration Status: Current

Expiry Date: 2024-Aug-17 23:59:59

Issued in Edmonton Judicial Centre

Court File Number is 2203 11092

Judgment Date is 2022-Jul-20

This Writ was issued on 2022-Aug-16

Type of Judgment is Other

Original Judgment Amount: \$323,072.59

Costs Are: \$388.15

Post Judgment Interest: \$49.63

Current Amount Owing: \$323,510.37

Exact Match on: Debtor No: 1

Solicitor / Agent

DUNCAN CRAIG LLP
2800-10060 JASPER AVENUE
EDMONTON, AB T5J 3V9

Phone #: 780 441 4302

Fax #: 780 428 9683

Reference #: 212006

Email: NCOGHLAN@DCLLP.COM

Debtor(s)

Block

1 RADIANT TECHNOLOGIES INC.
201-9426 51 AVE NW
EDMONTON, AB T6E 5A6

Status
Current

Creditor(s)

Block

1 AZELIS CANADA INC.
C/O 2800-10060 JASPER AVE
EDMONTON, AB T5J 3V9

Status
Current

Search ID #: Z15924335

Email: NCOGHLAN@DCLLP.COM

Search ID #: Z15924335

Business Debtor Search For:

RADIANT TECHNOLOGIES INC.

Search ID #: Z15924335

Date of Search: 2023-Mar-09

Time of Search: 13:51:26

Registration Number: 22090919875

Registration Date: 2022-Sep-09

Registration Type: WRIT OF ENFORCEMENT

Registration Status: Current

Expiry Date: 2024-Sep-09 23:59:59

Issued in Edmonton Judicial Centre

Court File Number is 2103-09546

Judgment Date is 2022-Jun-15

This Writ was issued on 2022-Sep-02

Type of Judgment is Other

Original Judgment Amount: \$113,955.86

Post Judgment Interest: \$557.95

Costs Are: \$4,320.64

Current Amount Owing: \$118,834.45

Exact Match on: Debtor No: 1

Solicitor / Agent

EMERY JAMIESON LLP, ATTN: TERENCE B. ARTHUR
2400, 10235-101 STREET NW
EDMONTON, AB T5J 3G1

Phone #: 780 426 5220

Fax #: 780 420 6277

Reference #: 33701.0001

Email: TARTHUR@EMERYJAMIESON.COM

Debtor(s)

Block

1 RADIANT TECHNOLOGIES INC.
201 - 9426 51 AVE
EDMONTON, AB T6E 5A6

Status
Current

Creditor(s)

Block

1 POPEK, TOMASZ
26314 TWP RD 532A, UNIT 26
SPRUCE GROVE, AB T7X 4M1

Status
Current

Search ID #: Z15924335

Email: TOMASZ.POPEK@PROTONMAIL.COM

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	A295N04326J	1900	Yale Forklift W/42 Forks	MV - Motor Vehicle	Current
2	A935N01688K	1900	Hyster 40 W/42 Forks	MV - Motor Vehicle	Current
3	B875V1184L	1900	Yale W/48 Forks & 42 SS	MV - Motor Vehicle	Current
4	F001V09093K	1900	Hyster 40 W/42 Forks, Mo	MV - Motor Vehicle	Current
5	416975010001	2003	Buchi Rotavapor R-250 EX,	MV - Motor Vehicle	Current

Search ID #: Z15924335

Business Debtor Search For:

RADIANT TECHNOLOGIES INC.

Search ID #: Z15924335

Date of Search: 2023-Mar-09

Time of Search: 13:51:26

Registration Number: 22100611898

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2022-Oct-06

Registration Status: Current

Expiry Date: 2024-Oct-06 23:59:59

Issued in Edmonton Judicial Centre

Court File Number is 2103 12610

Judgment Date is 2022-May-21

This Writ was issued on 2022-Oct-04

Type of Judgment is Other

Original Judgment Amount: \$57,012.07

Costs Are: \$3,046.05

Post Judgment Interest: \$0.00

Current Amount Owing: \$60,058.12

Exact Match on: Debtor No: 3

Inexact Match on: Debtor No: 4

Amendments to Registration

23022226022

Amendment

2023-Feb-22

Solicitor / Agent

BISHOP & MCKENZIE LLP (B&S)

2300, 10180 - 101 STREET

EDMONTON, AB T5J1V3

Phone #: 780 426 5550

Fax #: 780 426 1305

Reference #: 32337-004

Email: ppr@bmlp.ca

Debtor(s)

Block

1 RADIANT TECHNOLOGIES INC.
8223 ROPER ROAD
EDMONTON, AB T6E 6S4

Status

Deleted by
23022226022

Search ID #: Z15924335

Block

2 RADIANT TECHNOLOGIES (CANNABIS) INC.
201-9426 51 AVE NW
EDMONTON, AB T6E 5A6

Status

Deleted by
23022226022

Block

3 RADIANT TECHNOLOGIES INC.
8223 ROPER ROAD
EDMONTON, AB T6E 6S4

Status

Current by
23022226022

Block

4 RADIANT TECHNOLOGIES (CANNABIS) INC.
201-9426 51 AVE NW
EDMONTON, AB T6E 5A6

Status

Current by
23022226022

Creditor(s)

Block

1 CHINOOK SCAFFOLD SYSTEMS LTD.
C/O #2300, 10180 101 ST
EDMONTON, AB T5J 1V3
Email: ppr@bmlp.ca

Status

Current

Particulars

Block **Additional Information**

1 CHINOOK SCAFFOL SYSTEMS LTD. v. RADIANT TECHNOLOGIES INC., RADIANT
TECHNOLOGIES (CANNABIS) INC.

Status

Current By
23022226022

Search ID #: Z15924335

Note:

The following is a list of matches closely approximating your Search Criteria,
which is included for your convenience and protection.

Debtor Name / Address

RADIENT TECHNOLOGIES (CANNABIS) INC.
201 - 9426 51 AVENUE NW
EDMONTON, AB T6E 5A6

Reg.#

19081420539

SECURITY AGREEMENT

Debtor Name / Address

RADIENT TECHNOLOGIES (CANNABIS) INC.
201 - 9426 51 AVENUE NW
EDMONTON, AB T6E 5A6

Reg.#

21080932852

SECURITY AGREEMENT

Debtor Name / Address

RADIENT TECHNOLOGIES (CANNABIS) INC.
8223 ROPER RD NW
EDMONTON, AB T6E 6S4

Reg.#

21091421335

WORKERS' COMPENSATION BOARD CHARGE

Debtor Name / Address

RADIENT TECHNOLOGIES (CANNABIS) INC.
8223 ROPER RD NW
EDMONTON, AB T6E 6S4

Reg.#

21100416026

SECURITY AGREEMENT

Debtor Name / Address

RADIENT TECHNOLOGIES (CANNABIS) INC.
201-9426 51 AVE NW
EDMONTON, AB T6E 5A6

Reg.#

22100611898

WRIT OF ENFORCEMENT

Result Complete

APPENDIX I

A Copy of the Fee Affidavit of Kristin Gray

Clerk's stamp:

COURT FILE NUMBER	2103-10970
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	<u>FEE AFFIDAVIT</u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Receiver: MNP Ltd. Suite 1300, MNP Tower 10235 – 102 Street NW Edmonton, AB, Canada T5J 2G1 Attention: Kristin Gray Phone: 780.705.0073 Fax: 780.409.5415 Email: kristin.gray@mnp.ca Counsel: McLennan Ross LLP 600 McLennan Ross Building 12220 Stony Plain Road NW Edmonton, AB, Canada T5N 3Y4 Attention: Ryan Trainer Phone: 780.482.9153 Fax: 780.482.9100 Email: ryan.trainer@mross.com

**AFFIDAVIT OF KRISTIN GRAY
SWORN ON SEPTEMBER 15, 2023**

I, Kristin Gray, CPA, CA, CIRP, LIT of Edmonton, Alberta, SWEAR AND SAY THAT:

1. I am a Senior Vice-President with MNP Ltd., Receiver of certain personal property of 1631807 Alberta Ltd. and Radiant Technologies Inc. (the "**Receiver**") and as such I have personal knowledge of the facts and matters herein deposed to except where stated to be based upon information and belief, and where so stated I verily believe the same to be true.
2. MNP Ltd. was appointed Receiver of certain personal property of 1631807 Alberta Ltd. and Radiant Technologies Inc. pursuant to an Order of the Honourable Justice D.R. Mah of the Alberta Court of King's Bench dated March 21, 2023 (the "**Receivership**").

3. I am a Chartered Professional Accountant and Licensed Insolvency Trustee with over 9 years of experience in the area of Insolvency and Restructuring and have been handling the day-to-day administrative work in relation to the Receivership.
4. With respect to the Receiver's accounts covering fees and disbursements incurred by the Receiver for the period March 21, 2023, to July 31, 2023, which accounts are contained herein as Exhibit "A" (the "**Accounts**"):
 - (a) The Accounts specifically outline the date of the work completed, the description of the work completed, the length of time taken to complete the work, and name of the individual who completed the work;
 - (b) The hourly rate for each and every individual employee of the Receiver which completed work in regard to the Receivership (the "**Hourly Rates**"), including Non – Professional staff is as follows:

The MNP Ltd. team:

 - (i) Kristin Gray, Senior Vice-President and Licensed Insolvency Trustee - \$550/600;
 - (ii) Karen Aylward, Vice President - \$560;
 - (iii) Carolina Bautista, Senior Consultant - \$381;
 - (iv) Steven Barlott, Senior Consultant - \$300/350;
 - (v) Maha Shah, Consultant - \$300/350; and,
 - (vi) Various Administrative Staff (Non-Professional) - \$205/216/244.
 - (c) I submit that the Hourly Rates are reasonable and comparable to the hourly rates of other accountant firms within the city of Edmonton of equivalent competence and expertise in the insolvency area;
 - (d) The disbursements contained within the Accounts totaling \$15,890 are comprised of:
 - (i) Legal fees and disbursements (included in the Receiver's legal counsel fees below) of \$9,244;
 - (ii) Insurance costs of \$3,000;
 - (iii) Equipment move costs of \$1,305;
 - (iv) Security costs of \$1,114;
 - (v) Contractor costs of \$1,012.50; and,
 - (vi) Other costs for change of locks and office costs of \$215.
5. With respect to the Receiver's independent legal counsel, McLennan Ross LLP ("**McLennan Ross**"), accounts covering fees and disbursements incurred by counsel for the period March 9, 2023, to August 15, 2023, which accounts are contained herein as Exhibit "B" (the "**Legal Accounts**");

- (a) The Legal Accounts specifically outline the date of the work completed, the description of the work completed, the length of time taken to complete the work, and name of the individual who completed the work;
- (b) The hourly rate for each and every individual employee of McLennan Ross which completed work in regard to the Receivership (the "**Legal Hourly Rates**"), including Non – Professional staff is as follows:

The McLennan Ross Team:

- (i) Charles P. Russell, K.C., Partner - \$675;
 - (ii) Ryan Trainer, Partner - \$400;
 - (iii) Stephanie Moeck, Associate - \$330;
 - (iv) Lydia Roseman, Associate - \$305;
 - (v) Stephanie Chan, Paralegal - \$150;
 - (vi) Nancy Ryan, Paralegal - \$135; and,
 - (vii) Lynae Anderson, Administration - \$135.
- (c) I submit that the Legal Hourly Rates are reasonable and comparable to the hourly rates of other law firms within the city of Edmonton of equivalent competence and expertise in the insolvency area;
 - (d) The disbursements contained within the Legal Accounts totaling \$514 are comprised of:
 - (i) Printing and scanning fees of \$180;
 - (ii) Filing fees of \$108;
 - (iii) Search fees (corporate, bankruptcy, litigation, etc.) of \$16;
 - (iv) Postage and Delivery fees of \$130;
 - (v) Search fees (PPR and Corporate) of \$71; and,
 - (vi) Other charges of \$10.

6. I make this Affidavit in support of the application to approve the fees, disbursements, and GST of \$80,012 which have been rendered by MNP Ltd. and to approve the fees, disbursements, other charges, and GST of \$33,830 which have been rendered by McLennan Ross, within this Action.

SWORN before me at the City of
Edmonton, in the Province of Alberta, this
15th day of September 2023.



A Commissioner for Oaths in and for the
Province of Alberta

ISOBEL NICOLE SMITH
A Commissioner for Oaths
in and for Alberta
My Commission expires August 31, 2024
Appointee No. 0764665

)
)
)
)
)
)
)
)



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

EXHIBIT A

Summary of Receiver's Invoices and Copies of Invoices

This is Exhibit " A " referred to
in the Affidavit of

Kristin Gray

Sworn before me this 15 day
of September, 2023

Isobel Smith

A Commissioner for Oaths in and for Alberta

ISOBEL NICOLE SMITH

A Commissioner for Oaths
in and for Alberta

My Commission expires August 31, 2024
Appointee No. 0764665

In the Matter of the Receivership of 1631807 Alberta Ltd. and Radiant Technologies Inc.

Summary of Receiver's Fees

For the period of March 21, 2023, to July 31, 2023

Period	Invoice	Fees	Disbursements	GST	Total
March 21, 2023 - March 31, 2023	10984542	10,460.50	-	523.03	10,983.53
April 1, 2023 - April 30, 2023	11038321	13,159.40	3,601.50	838.05	17,598.95
May 1, 2023 - May 31, 2023	11098810	16,967.60	12,288.21	1,312.79	30,568.60
June 1, 2023 - June 30, 2023	11139426	6,710.00	-	335.50	7,045.50
July 1, 2023 - July 31, 2023	11182286	13,157.40	-	657.87	13,815.27
		60,454.90	15,889.71	3,667.24	80,011.85

April 27, 2023

Moskowitz Capital Mortgage Fund II Inc.
6 Eglinton Ave E, Suite 301
Toronto, ON M4P 1A6

Attention: Brian Moskowitz

Re: In the Matter of the Receivership of 1631807 Alberta Ltd., and Radient Technologies Inc. (the "Companies")
Client Number: 1013477

Please find enclosed our Invoice No. 10984542 for professional services rendered for the period of March 21, 2023, to March 31, 2023, which we trust you will find in order.

If you have any questions, please don't hesitate to contact us.

Yours very truly,

MNP Ltd.
Receiver of 1631807 Alberta Ltd., and
Radient Technologies Inc.

Per:



Kristin Gray, CPA, CA, CIRP, LIT
Enclosure

April 27, 2023

Invoice No: 10984542
GST No: 10369 7215

Moskowitz Capital Mortgage Fund II Inc.
6 Eglinton Ave E, Suite 301
Toronto, ON M4P 1A6

Attention: Brian Moskowitz

Re: In the Matter of the Receivership of 1631807 Alberta Ltd., and Radient Technologies Inc. (the "Companies")
Client Number: 1013477

PROFESSIONAL SERVICES RENDERED by members of the staff of MNP Ltd., as Receiver of the Companies, for the period March 21, 2023, to March 31, 2023, including inter alia the following:

DATE	STAFF	DESCRIPTION	TIME	FEE
21-Mar-2023	IS	Set up the case website for the Receivership; Various correspondence with Kristin Gray regarding the CRA business numbers for the Companies. Draft a letter to the CRA regarding the same;	1.00	205.00
21-Mar-2023	KG	Review of application materials; Review of equipment listing; Review of the proposal from Workingman Capital; Various correspondence regarding changes to the proposed Order; Review the proposed Order; Correspondence with Ryan Trainer of McLennan Ross LLP ("McLennan Ross") regarding insurance and PPR registrations; Prepare for and attend the application to appoint a Receiver; Email correspondence to Mark Kirwin of Kirwin LLP, counsel to the Companies, regarding contact and access information; Give instructions to Maha Shah regarding the preparation of a Request for Offers to Purchase ("ROP"); Give instructions to Isobel Smith to prepare a case website and correspondence to CRA requesting authorization to program accounts; Approve website update.	3.00	1,650.00

		Call with Colliers International ("Colliers") regarding access to the Properties; Email correspondence to Steve Splinter of the Companies regarding access, location of assets, insurance, and CRA; Review letter to CRA;		
22-Mar-2023	SB	Attendance at the Companies and to view and inventory assets; Make arrangements with a locksmith to change locks; Make arrangements with a contractor to do weekly insurance inspections of the vacant warehouse and secure broken a window;	3.50	1,050.00
22-Mar-2023	IS	Various edits to the case website; Various correspondence with Steven Barlott;	.30	61.50
22-Mar-2023	KG	Attendance at the Companies; View assets; Meet with Jim Bijoux of Colliers regarding access to the vacant building; Meet with the Company regarding various required information; Correspondence with Josh Sugar of Workingman Capital regarding an auction proposal. Give instructions to Steven Barlott to change locks, coordinate boarding broken windows, and schedule regular insurance checks; Call with Ryan Trainer of McLennan Ross regarding the PPR registrations and legal opinion; Updates to the ROP distribution list;	3.10	1,705.00
23-Mar-2023	MS	Begin drafting ROP and list of auctioneers and competitors in the Cannabis extraction industry. Send the same to Kristin Gray for review;	1.50	450.00
23-Mar-2023	SB	Meet Locksmith onsite to change locks. Correspondence with Jim Bijou of Colliers regarding same;	2.00	600.00
23-Mar-2023	IS	Various client acceptance tasks and Ascend entries;	1.00	205.00
23-Mar-2023	KG	Correspondence with Lyle Cote regarding a quote for boarding the windows; Email follow-up to the Companies regarding the information request;	.30	165.00

		Review insurance policies and draft a list of comments and questions;		
24-Mar-2023	MS	Update potential purchaser list and edits to the ROP;	.20	60.00
24-Mar-2023	SB	Review various correspondence from HUB International Insurance ("HUB") regarding equipment insurance; Review asset listing and prepare cost listing of equipment included in Receivership; Review ROP;	2.00	600.00
24-Mar-2023	IS	Post website update;	.50	102.50
24-Mar-2023	KG	Review and edits to CRA authorization letter; Email correspondence to Avison Young Property Management regarding potential services at the vacant building; Email correspondence to the Companies regarding insurance questions and concerns; Review FILED Order; Correspondence with the Companies regarding changes to the equipment listing; Various email correspondence to Jon Heinz of HUB regarding the insurance policies; Various calls with Tony Thompson of HUB regarding the same; Email correspondence to Jerritt Pawlyk of DLA Piper LLP ("DLA") regarding issues with the equipment listing and insurance. Call Ryan Trainer of McLennan Ross regarding the same; Email correspondence to the Companies regarding access to the operating building and changes to Exhibit L; Detailed review of the value of equipment on Exhibit L; Call with Josh Sugar of Workingman Capital regarding an auction proposal; Complete the insurance questionnaire;	3.70	2,035.00
27-Mar-2023	SB	Correspondence with Lyle Cote regarding the boarding of windows and securing the building;	.20	60.00
27-Mar-2023	IS	Finalize and send AUT-01 Forms to the CRA;	.30	61.50

27-Mar-2023	KG	Correspondence with Mickey Spencer of GD Auctions and Appraisals ("GD Auctions") and Ron Victor of Miterra regarding the assets; Call with Jerritt Pawlyk of DLA regarding insurance; Call with the Companies regarding the asset listing; Email Steven Stricker of the Companies regarding assets used for operations; Review and approve an invoice for payment;	.50	275.00
28-Mar-2023	KG	Attendance at the Companies to meet with Mickey Spencer of GD Auctions and Ron Victor of Miterra to view assets and the vacant building. Discussions regarding sales strategy; Review ROP and provide edits to Maha Shah; Call with Josh Sugar of Workingman Capital regarding the equipment listing;	1.50	825.00
30-Mar-2023	MS	Prepare equipment list with locations and update ROP. Send the same to Kristin Gray;	.50	150.00
30-Mar-2023	KG	Follow-up email correspondence to the Company regarding the equipment still in use; Review updated equipment listing with locations;	.20	110.00
31-Mar-2023	SB	Arrange for a security guard to monitor the Property over the weekend due to a break-in;	.30	90.00
TOTAL			25.60	10,460.50

INVOICE SUMMARY

PROFESSIONAL FEES		\$10,460.50
GST on Professional Fees	<u>523.03</u>	523.03
TOTAL THIS INVOICE		<u>\$10,983.53</u>

The time incurred by members of the staff of MNP Ltd. on this assignment regarding the Companies for the period March 21, 2023, to March 31, 2023, was as follows:

FEE SUMMARY

Staff	Position	Hours	Hourly Rate \$	Total \$
Kristin Gray	Senior Vice President	12.30	550.00	6,765.00
Steven Barlott	Senior Consultant	8.00	300.00	2,400.00
Maha Shah	Consultant	2.20	300.00	660.00
Isobel Smith	Administration	3.10	205.00	635.50
Time Billed		<u>25.60</u>	<u>408.61 *</u>	<u>10,460.50</u>



May 17, 2023

Moskowitz Capital Mortgage Fund II Inc.
6 Eglinton Ave E, Suite 301
Toronto, ON M4P 1A6

Attention: Brian Moskowitz

Re: In the Matter of the Receivership of 1631807 Alberta Ltd. and Radient Technologies Inc.(the "Companies")
Client Number: 1013477

Please find enclosed our Invoice No. 11038321 for professional services rendered for the period of April 1, 2023, to April 30, 2023, which we trust you will find in order.

If you have any questions, please don't hesitate to contact us.

Yours very truly,

MNP Ltd.
Receiver of 1631807 Alberta Ltd. and
Radient Technologies Inc.

Per:

Kristin Gray, CPA, CA, CIRP, LIT
Enclosure



INSOLVENCY & RESTRUCTURING PROFESSIONALS
SUITE 1300, MNP TOWER, 10235 - 101 STREET NW, EDMONTON AB, T5J 3G1
1.866.465.1155 T: 780.455.1155 F: 780.409.5415 MNPdebt.ca

May 17, 2023

Invoice No: 11038321
GST No: 10369 7215

Moskowitz Capital Mortgage Fund II Inc.
6 Eglinton Ave E, Suite 301
Toronto, ON M4P 1A6

Attention: Brian Moskowitz

Re: In the Matter of the Receivership of 1631807 Alberta Ltd. and Radient Technologies Inc.(the "Companies")
Client Number: 1013477

PROFESSIONAL SERVICES RENDERED by members of the staff of MNP Ltd., as Receiver of the Companies, for the period April 1, 2023, to April 30, 2023, including inter alia the following:

DATE	STAFF	DESCRIPTION	TIME	FEE
01-Apr-2023	KG	Various correspondence with the inspection contractor regarding a break-in at the Property; Attendance at the Property; Coordinate security; Meet with security for a walk-through; Give instructions to a contractor to board access points; Various correspondence with the lender regarding security;	1.50	825.00
02-Apr-2023	KG	Attendance at the Property to meet the contractor to review and re-board various access points;	.30	165.00
03-Apr-2023	MS	Update Request for Offers to Purchase ("ROP") distribution list;	.20	60.00
03-Apr-2023	KG	Attendance at the Property to meet Paladin security; Call with Jerritt Pawlyk of DLA Piper LLP ("DLA Piper") regarding insurance and security concerns; Call with Ryan Trainer of McLennan Ross LLP ("McLennan Ross") regarding security, sales strategy, and Court approval timeline; Follow-up email to the Company regarding CRA information; Call with CRA High-Risk Insolvency ("HRI") agent regarding trust audits and account maintenance; Website update;	1.50	825.00

04-Apr-2023	KG	Review and approve invoices for payment; Correspondence to Jerritt Pawlyk of DLA Piper regarding the finalization of the ROP; Call with Mickey Spencer of GD Auctions and Appraisals ("GD Auctions") regarding the asset listing and logistics; Email to the lender regarding insurance, ROP strategy, security, and changes to the equipment list; Coordinate a call with the lender; Coordinate a call with Josh Sugar of Workingman Capital Ltd. ("Workingman"); Call with Ryan Trainer of McLennan Ross regarding sales strategy and Court approval timing;	1.00	550.00
05-Apr-2023	KG	Call with Josh Sugar of Workingman regarding the asset listing and auction considerations; Call with the lender, Jerritt Pawlyk of DLA Piper, and Ryan Trainer of McLennan Ross regarding insurance, equipment listing, auction considerations, and insurance; Various correspondence with HUB International Insurance ("HUB") regarding liability and property coverage; Correspondence with Novem Pharmaceuticals regarding interest in the assets; Call with Connie King of CRA regarding the trust audit. Correspondence with the Company regarding the same; Call with Kurtis Letwin of Dentons LLP ("Dentons") regarding CRA claims and timeline; Correspondence with Steven Splinter regarding asset existence attestation;	4.00	2,200.00
06-Apr-2023	KG	Email correspondence to the lender regarding insurance quotes and follow-up on other items. Correspondence with Ryan Trainer of McLennan Ross regarding the same;	.50	275.00
10-Apr-2023	KG	Correspondence with Ryan Trainer of McLennan Ross regarding the indemnity; Coordinate tour with Josh Sugar of Workingman;	.20	110.00
11-Apr-2023	MS	Update potential purchaser tracker;	.20	60.00

11-Apr-2023	KG	Follow-up email to the lender; Correspondence with Ryan Trainer of McLennan Ross regarding the Sale and Vesting Order ("SAVO") application; Bind liability coverage; Call with Dave of the Companies regarding the equipment listing and access to the Property; Give instructions to Steve Barlott regarding Thursday tours;	.40	220.00
13-Apr-2023	SB	Meet with Brian Moskowitz of Moskowitz Capital, Joshua Sugar of Workingman, Brenda Compton of Compton Appraisals, and Dave of the Companies to view all equipment on the list;	6.00	1,800.00
13-Apr-2023	IS	Review booking letter and send calendar invites for the upcoming Application; Prepare and edit miscellaneous correspondence;	1.80	369.00
13-Apr-2023	KG	Correspondence with Steven Barlott regarding moving quotes for the equipment across the street and an update on the equipment tour; Email correspondence to the Company regarding outstanding CRA information and balances;	.40	220.00
14-Apr-2023	SB	Meet Corey Laporte of Wingenback Ltd. at the warehouse across the street where the scissor lift and additional lab equipment were being stored and make arrangements to have the items moved to the main building; Coordination of move for Monday, April 17, 2023;	2.00	600.00
17-Apr-2023	SB	Meet Wingenback Ltd. at the warehouse across the street to have the scissor lift and additional lab equipment moved to the main building;	4.00	1,200.00
17-Apr-2023	KG	Review indemnity and provide comments to Ryan Trainer of McLennan Ross; Follow-up email to the lender regarding insurance, property checks, equipment listing, and other outstanding items;	.60	330.00
18-Apr-2023	KG	Review Proof of Claim ("POC") from CRA regarding import taxes;	.30	165.00

		Execute indemnity; Review and approve moving invoice;		
19-Apr-2023	SB	Review and pay Wingenback Ltd. move invoice;	.10	30.00
20-Apr-2023	CS	Forward voicemail to Kristin Gray regarding an interested party;	.10	13.90
20-Apr-2023	KG	Correspondence from various parties interested in the assets; Call with Jerritt Pawlyk of DLA Piper regarding the status of the ROP;	.10	55.00
21-Apr-2023	KG	Follow up with the company on the CRA amounts; Review summary of CRA amounts provided by the Company;	.40	220.00
24-Apr-2023	SB	Review and edit various correspondence;	.30	90.00
24-Apr-2023	KG	Various correspondence regarding the finalization and timeline of the ROP process; Correspondence with Ryan Trainer of McLennan Ross regarding the change of Court date;	.50	275.00
25-Apr-2023	SB	Prepare appendices for ROP;	.30	90.00
25-Apr-2023	KG	Review and finalize ROP; Various correspondence with the lender and Steven Splinter of the Companies regarding the pickup of equipment in police possession; Call with Edmonton Police Service ("EPS") regarding authorization to release equipment; Edit and finalize various correspondence; Call with Josh Sugar of Workingman regarding the ROP and auction proposal; Various correspondence to confirm new Court date; Send ROP to GD Auctions and Workingman; Give instructions to Isobel Smith to do a website update and to Maha Shah to send out the ROP;	3.00	1,650.00
26-Apr-2023	IS	Post website update;	.80	164.00
26-Apr-2023	KG	Various correspondence to EPS regarding authorization to release equipment; Review website update; Call with Josh Sugar of Workingman regarding the timeline for an auction;	.40	220.00

27-Apr-2023	IS	Edit and finalize miscellaneous correspondence;	.50	102.50
27-Apr-2023	KG	Call with Devin Norris of Ritchie Bros. Auctioneers ("Ritchie Bros.") regarding the equipment; Email correspondence to EPS regarding authorization to release the equipment; Finalize correspondence;	.40	220.00
28-Apr-2023	KG	Correspondence from EPS; Give instructions to Steven Barlott to coordinate the move;	.10	55.00
TOTAL			31.90	13,159.40

INVOICE SUMMARY

PROFESSIONAL FEES		\$13,159.40
DISBURSEMENTS		
Equipment Move	1,305.00	
Contractor Costs	1,012.50	
Security	1,114.00	
Change of Locks	<u>170.00</u>	
		3,601.50
GST on Professional Fees	657.97	
GST on Taxable Disbursements	<u>180.08</u>	
		838.05
TOTAL THIS INVOICE		<u>\$17,598.95</u>

The time incurred by members of the staff of MNP Ltd. on this assignment regarding the Companies for the period April 1, 2023, to April 30, 2023, was as follows:

FEE SUMMARY

Staff	Position	Hours	Hourly Rate \$	Total \$
Kristin Gray	Senior Vice President	15.60	550.00	8,580.00
Steven Barlott	Senior Consultant	12.70	300.00	3,810.00
Maha Shah	Consultant	0.40	300.00	120.00
Isobel Smith	Administration	3.10	205.00	635.50
Carla Schillreff	Administration	0.10	139.00	13.90
Time Billed		31.90	412.52 *	13,159.40

(*Average)



INVOICE

Corporate Headquarters
Bay F, 707 Barlow Trail SE
Calgary, Alberta, Canada T2E 8C2
Phone (403) 221-8120 Fax (403) 291-5114
Invoice Inquiries: accounting@wingenback.com

Banking Services :
ATM Deployments * Surround Systems *
Physical Security Equipment * Branch Relocations
Industrial Moving :
High Value Equipment * Printing Presses and
Medical Equipment * UPS Systems

MNP Ltd. *Radiant Technologies inc*
Accounts Payable
10235 - 101 Street NW
Edmonton, AB T5J 3G1
Canada

Invoice No 157269
Page 1 of 1
Invoice Date 4/17/2023
Terms CCD Only
Customer ID MNPL-D-00001
Invoice Amount \$1,370.25

Job : 10111195 TR/BR : RADIANT
Job Site : Radient
4035 - 101 Street NW
Edmonton AB CAN
Job Contact :
Job Phone : 7804551155

Customer PO # :
Wingenback Reference # : EW35547
Shipped Via : Not Applicable

Scope of Work : Apr 17: Load equipment and travel to site to load contents from office space and (1) lift, transport across the street to larger Radiant location, offload and place.

		Qty	Amount	Total
PRC-LABOUR	Moving & installation	1.00	1,305.00	1,305.00

Interest of 2% per month charged on overdue accounts

GST Registration : 78019 0138 RT0001

Subtotal : 1,305.00
GST 85.25
Total : \$1,370.25

Calgary Tel : (403) 221-8120 Fax : (403) 291-5114	Edmonton Tel : (780) 489-2898 Fax : (780) 489-6001	Vancouver Tel : (604) 513-0035 Fax : (604) 513-1448	Toronto Tel : (905) 876-0280 Fax : (905) 876-0290	Atlantic Tel : (902) 497-4030 Fax : (902) 497-4031
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*Approved by
Krista Caray.*

Steven Barlott

From: WINGENBACK LTD. <esp_receipt@moneris.com>
Sent: April 20, 2023 8:17 AM
To: Steven Barlott
Subject: Transaction Receipt - Do Not Reply

CAUTION: This email originated from outside of the MNP network. Be cautious of any embedded links and/or attachments.

MISE EN GARDE: Ce courriel ne provient pas du réseau de MNP. Méfiez-vous des liens ou pièces jointes qu'il pourrait contenir.

WINGENBACK LTD.

TRANSACTION RECORD

APPROVED

TYPE PURCHASE

ORDER ID 157269

AMOUNT (CAD) \$1370.25

CARD NUM **** * 4025

ACCOUNT VISA

DATE Apr 20 2023 08:16AM

REF NUM 665893830010830010 M

AUTH CODE 08849N

APPROVED - THANK YOU 027

Please keep this email as your transaction receipt.

This receipt has been sent from an unmonitored email account.

**FORESITE MAINTENANCE
AND INSPECTIONS
INVOICE**

BILL TO	MNP Ltd. Receiver of Radiant Technologies Inc. C/O Kristin Gray	Invoice # 20235
		Invoice Date March 26, 2023

DATE WORK COMPLETED	WORK ORDER NUMBER	JOB ADDRESS
March 24, 2022,	N/A	4035 101 St NW, Edmonton, AB T6E 0A4

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
4	Weekly Site Inspection	Visit and inspect Radient Property (South Building) March 24 to April 24 2023.	\$50.00	\$200.00
1	Cover broken/exposed garage door windows	Cover broken and exposed garage door windows (3) on the north side of the property. 2.5 hrs. Materials: \$150.00.	\$95.00/Hr	\$387.50
			Balance Due	\$587.50

Paid by Personal email transfer.

*Approved by
Kristin Gray:*

FORESITE MAINTENANCE AND INSPECTIONS
*Please make cheque payable to:
Lyle Cote

#205 - 2606 209th
Street Edmonton AB
T6J 3S9

PHONE (780) 984-1316
E-MAIL Lcote.r6@gmail.com



**FORESITE MAINTENANCE
AND INSPECTIONS
INVOICE**

BILL TO	MNP Ltd. Receiver of Radiant Technologies Inc. C/O Kristin Gray	Invoice # 20236
		Invoice Date April 3, 2023

DATE WORKS COMPLETED	WORK ORDER NUMBER	JOB ADDRESS
April 2, 2023,	N/A	4035 101 St NW, Edmonton, AB T6E 0A4

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
-2	Weekly Site Inspection	2 Weeks Credit : Visit and inspect Radiant Property (South Building) April 10 to April 24 2023.	\$-50.00	\$-100.00
1	Cover exposed access locations	Cover exposed/damaged access locations(3) on the south and west side of the property. 4 hrs. Materials: \$145.00.	\$95.00/Hr	\$525.00
			Balance Due	\$425.00

Paid by Personal email transfer.

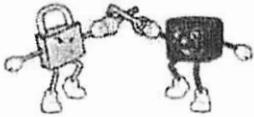
Approved by Kristin Gray:

FORESITE MAINTENANCE AND INSPECTIONS
*Please make cheque payable to:
Lyle Cote

#205 - 2606 209th
Street Edmonton AB
T6J 3S9

PHONE (780) 984-1316
E-MAIL Lcote.r6@gmail.com

**ON GUARD
LOCK AND SAFE**



3204 74 Street Northwest | Edmonton, Alberta T6K 1J6
587-400-4445 | alex@onguardlockandsafe.com |
www.onguardlockandsafe.com

RECIPIENT:

MNP LTD.

Suite 1300, 10235 101 Street NW
Edmonton, Alberta T5J 3G1

SERVICE ADDRESS: *Resident*

4035 101 Street Northwest
Edmonton, Alberta T6E 0A4

Invoice #159

Issued Mar 23, 2023
Due Mar 23, 2023
Paid Mar 23, 2023

Total \$178.50

For Services Rendered

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Labour (30 Minutes)	Labour to rekey a Sargent rim cylinder and adjust the position of the strike plate on the east-most north facing door.	1	\$45.00	\$45.00
6275LA	Sargent Original Key (Cut)	6	\$7.50	\$45.00
Truck Charge - Edmonton - Daytime	Truck Charge - Edmonton - Daytime	1	\$80.00	\$80.00

Thank you for your business. Please contact us with any questions regarding this invoice.

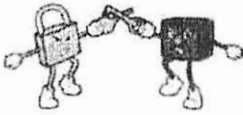
G.S.T. Registration No. : 706179603RT0001

Approved by Kristine Gray:

KG.

Subtotal \$170.00
G.S.T. (5.0%) \$8.50
Total \$178.50
Paid -\$178.50
Invoice balance \$0.00
Account balance \$0.00

**ON GUARD
LOCK AND SAFE**



3204 74 Street Northwest | Edmonton, Alberta T6K 1J6
587-400-4445 | alex@onguardlockandsafe.com |
www.onguardlockandsafe.com

RECIPIENT:

MNP LTD.

Suite 1300, 10235 101 Street NW
Edmonton, Alberta T5J 3G1

Transaction date Mar 23, 2023

Receipt for Payment
Amount: \$178.50

Transaction date: Mar 23, 2023
Method of payment: Credit Card

**ON GUARD LOCK AND
SAFE**

3204 74 STREET NW
EDMONTON, AB T6K 1J6
7802921191

Cashier: ALEX GARSTAD

Transaction 000098
Invoice #: 159

Total	CA\$178.50
CREDIT CARD SALE	CA\$178.50
AMEX 4003	

Retain this copy for statement
validation

23-Mar-2023 10:30:05a.m.
CA\$178.50 | Method:
CONTACTLESS
AMERICAN EXPRESS
XXXXXXXXXX4003
Reference ID: 308200500523
Auth ID: 824691
MID: *****2532
AID: A00000025010801
AthNtwkNm: AMEX
NO CARDHOLDER VERIFICATION

Online: <https://clover.com/p/HQ0E4ET7W6NHJ>



June 20, 2023

Moskowitz Capital Mortgage Fund II Inc.
6 Eglinton Ave E, Suite 301
Toronto, ON M4P 1A6

Attention: Brian Moskowitz

Re: In the Matter of the Receivership of 1631807 Alberta Ltd. and Radient Technologies Inc.(the "Companies")
Client Number: 1013477

Please find enclosed our Invoice No. 11098810 for professional services rendered for the period of May 1, 2023, to May 31, 2023, which we trust you will find in order.

If you have any questions, please don't hesitate to contact us.

Yours very truly,

MNP Ltd.
Receiver of 1631807 Alberta Ltd. and
Radient Technologies Inc.

Per: 
Kristin Gray, CPA, CA, CIRP, LIT
Enclosure



INSOLVENCY & RESTRUCTURING PROFESSIONALS
SUITE 1300, MNP TOWER, 10235 - 101 STREET NW, EDMONTON AB, T5J 3G1
1.866.465.1155 T: 780.455.1155 F: 780.409.5415 MNPdebt.ca

June 20, 2023

Invoice No: 11098810
GST No: 10369 7215

Moskowitz Capital Mortgage Fund II Inc.
6 Eglinton Ave E, Suite 301
Toronto, ON M4P 1A6

Attention: Brian Moskowitz

Re: In the Matter of the Receivership of 1631807 Alberta Ltd. and Radient Technologies Inc.(the "Companies")
Client Number: 1013477

PROFESSIONAL SERVICES RENDERED by members of the staff of MNP Ltd., as Receiver of the Companies, for the period May 1, 2023, to May 31, 2023, including inter alia the following:

DATE	STAFF	DESCRIPTION	TIME	FEE
01-May-2023	MS	Email the Request for Offers to Purchase ("ROP") to various interested parties;	.30	90.00
01-May-2023	SB	Make arrangements with Wingenback Ltd. ("Wingenback") regarding the inspection and move of equipment items in Edmonton Police Service ("EPS") custody;	.50	150.00
01-May-2023	IS	Post case website update; Request cheque from Carolina Bautista for payment of insurance;	1.30	266.50
01-May-2023	KG	Coordinate tour with GD Auctions & Appraisals ("GD") and Mirterra Corp ("Mirterra"); Approve insurance invoice for payment; Follow up with Maha Shah on tour interest;	.20	110.00
02-May-2023	MS	Phone call with a potential purchaser;	.40	120.00
02-May-2023	SB	Correspondence with Wingenback regarding moving the equipment in EPS custody to the Companies, correspondence with EPS and the Companies regarding the same;	.30	90.00
02-May-2023	KG	Attendance at the Property for asset tours; Correspondence with Mickey Spencer of GD regarding their offer; Correspondence with Paladin Security regarding the status of security; Correspondence with Steven Barlott	1.50	825.00

		regarding the pickup of equipment at EPS; Review legal invoice for approval;		
03-May-2023	CB	Prepare cheque for payment of insurance;	.10	38.10
03-May-2023	MS	Email exchange with Chad Guay of McDougall Auctions ("McDougall")	.20	60.00
03-May-2023	SB	Attend the EPS Property and Exhibit Unit for equipment release, attend Radiant to oversee the delivery of equipment;	3.50	1,050.00
05-May-2023	MS	Various correspondence with Trevor Brown of Wave Control;	.40	120.00
05-May-2023	MS	Various correspondence with Harsanjit Bhullar of AdaptX regarding a site visit;	.40	120.00
08-May-2023	MS	Email exchange with Trevor Brown of Wave Control regarding the sales process;	.20	60.00
08-May-2023	MS	Site visit to meet Chad Guay of McDougall and Harsanjit Bhullar of AdaptX;	3.50	1,050.00
08-May-2023	KG	Correspondence with Maha Shah regarding site tours; Email correspondence regarding security and insurance inspections;	.20	110.00
09-May-2023	SB	Prepare and send details of recovered equipment to Workingman Capital Corp ("Workingman") and GD;	.50	150.00
09-May-2023	KG	Email correspondence to Rush Management Ltd. regarding security and insurance inspections;	.20	110.00
10-May-2023	MS	Email exchange and phone call with Harsanjit Bhullar of AdaptX regarding various equipment details;	.40	120.00
10-May-2023	KG	Email correspondence to the Companies and Maha Shah regarding equipment questions from an auctioneer; Correspondence with Ryan Trainer of McLennan Ross LLP ("McLennan Ross") regarding certain VIN number irregularities;	.20	110.00
11-May-2023	SB	Correspondence with Ryan Trainer of McLennan Ross regarding serial numbered equipment. Correspondence with Dave Rohachuk of the Companies regarding the same;	.50	150.00
11-May-2023	KG	Correspondence to the Companies regarding viewing of certain lab equipment;	.20	110.00

		Correspondence with Steven Barlott and Ryan Trainer of McLennan Ross regarding the forklift Serial Number discrepancy;		
12-May-2023	MS	Email exchange with Josh Sugar of Workingman;	.20	60.00
12-May-2023	MS	Various correspondence with Harsanjit Bhullar of AdaptX;	.40	120.00
12-May-2023	MS	Prepare a summary of offers to purchase;	1.00	300.00
12-May-2023	KG	Review Workingman proposal; Correspondence to Josh Sugar of Workingman regarding the buyer premium; Review GD proposal; Review McDougal proposal; Correspondence with Maha Shah regarding preparing a summary of offers;	.50	275.00
16-May-2023	SB	Draft Receiver's First Report to Court ("First Report"); Prepare details of centrifuge and send to Ryan Trainer of McLennan Ross for review;	3.50	1,050.00
16-May-2023	KG	Review summary of offers. Email correspondence to the lender regarding the same; Correspondence with Ryan Trainer of McLennan Ross regarding the auction agreement and Workingman proposal; Follow up with the CRA trust auditor on the status and timing of the audit; Review the Exhibit L addition for the centrifuges;	1.20	660.00
17-May-2023	SB	Edits to the First Report;	4.00	1,200.00
17-May-2023	IS	Various edits to miscellaneous correspondence. Finalize the same;	.50	102.50
17-May-2023	KG	Call with Josh Sugar of Workingman regarding support of the auction proposal; Correspondence with Ryan Trainer of McLennan Ross regarding the auction agreement; Edit and finalize various correspondence;	.40	220.00
18-May-2023	SB	Review and edits to First Report with Kristin Gray;	1.00	300.00
18-May-2023	KG	Review the auction agreement. Forward to Josh Sugar of Workingman for comment; Review and edit First Report; Discuss the auction agreement with Ryan	3.00	1,650.00

		Trainer of McLennan Ross; Review changes to the auction agreement;		
19-May-2023	KG	Final changes and edits to the auction agreement; Correspondence with Josh Sugar of Workingman regarding Court approval and initiation date; Call with Dave Rohachuk of the Companies regarding the removal of third-party equipment;	.50	275.00
23-May-2023	SB	Finalize the First Report. Prepare the same for Court submission;	2.00	600.00
23-May-2023	KG	Edit and execute the First Report; Finalize Auction Agreement; Review application materials;	.70	385.00
24-May-2023	KG	Receive correspondence from the security guard regarding a break-in; Update internal notes on file; Correspondence with the Company regarding the removal of third-party equipment; Website update; Correspondence to McDougal regarding the acceptance of another Proposal;	.30	165.00
25-May-2023	SB	Meet Dave Rohachuk of the Company at the Property to supervise the move of non-listed equipment; Return to office to pick up keys due to the key being removed from the lockbox by Colliers International ("Colliers");	3.00	900.00
25-May-2023	KG	Call with Kurtis Letwin of Dentons LLP ("Dentons") counsel to Agriculture Financial Services Corporation ("AFSC") regarding CRA balances and the application for a Sale and Vesting Order ("SAVO"); Various correspondence with Colliers regarding the location of the key at the Property;	.40	220.00
26-May-2023	IS	Post website update;	.70	143.50
26-May-2023	KG	Various correspondence with the Company and Paul Pedersen of Nextleaf Solutions ("Nextleaf") regarding an unsecured debt and attendance at the Property. Call with Ryan Trainer of McLennan Ross regarding the same; Receive correspondence from Ryan Trainer of McLennan Ross to Kirwin LLP regarding	1.00	550.00

		the Receiver's role over the inventory; Review the McLennan Ross legal opinion in respect of AFSC and Moskowitz;		
29-May-2023	KG	Attendance at the Property to meet Paul Pedersen of Nextleaf and ensure assets are not removed;	1.00	550.00
30-May-2023	SB	Meet Joshua Sugar from Workingman at the Property to review assets for the upcoming auction; Discussions with the staff of the Companies regarding the auction process and requirements for Workingman, update Kristin Gray regarding same; Various correspondence;	3.50	1,050.00
30-May-2023	IS	Post website update;	.40	82.00
30-May-2023	KG	Prepare for and attend the SAVO application; Email correspondence to Josh Sugar of Workingman regarding access, marketing materials, and other auction considerations; Execute Auction Agreement; Website update;	1.00	550.00
31-May-2023	KG	Email correspondence to Nextleaf regarding various allegations against the Companies; Call with Ryan Trainer of McLennan Ross regarding correspondence to the Companies' counsel regarding Nextleaf and issues with equipment in the auction; Email correspondence to the Companies regarding equipment in the auction and the auction process; Update call with Josh Sugar of Workingman;	1.00	550.00
	TOTAL		46.20	16,967.60

INVOICE SUMMARY

PROFESSIONAL FEES		\$16,967.60
DISBURSEMENTS		
Insurance	3,000.00	
Legal Fees and Disbursements	9,243.60	
Office Costs	<u>44.61</u>	
		12,288.21
GST on Professional Fees	848.38	
GST on Taxable Disbursements	<u>464.41</u>	
		1,312.79
TOTAL THIS INVOICE		<u>\$30,568.60</u>

The time incurred by members of the staff of MNP Ltd. on this assignment regarding the Companies for the period May 1, 2023, to May 31, 2023, was as follows:

FEE SUMMARY

Staff	Position	Hours	Hourly Rate \$	Total \$
Kristin Gray	Senior Vice President	13.50	550.00	7,425.00
Carolina Bautista	Senior Consultant	0.10	381.00	38.10
Steven Barlott	Senior Consultant	22.30	300.00	6,690.00
Maha Shah	Consultant	7.40	300.00	2,220.00
Isobel Smith	Administration	2.90	205.00	594.50
Time Billed		46.20	367.26 *	16,967.60

(*Average)



Hub International Insurance Brokers

Phone: (604) 269-1000
Fax: (604) 269-1001

Invoice # 3044220		Page 1 of 1
ACCOUNT NUMBER	DATE	
MNPL TDR-02	04/28/2023	
BALANCE DUE ON	AMOUNT DUE	
04/27/2023	\$3,000.00 CAD	

*****ALL AMOUNTS SHOWN ARE CAD*****

**MNP Ltd. Receiver of certain property owned by 1631807
Alberta Ltd. and Radiant Technologies Inc.
10235 101st N.W.
Edmonton, AB T5J 3G1**

Programs Package	PolicyNumber: TBA	Effective: 04/11/2023 to 10/11/2023
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Item #	Effective	Due Date	Trans	Description	Amount
17525961	04/11/2023	04/27/2023	NEWS	6 Months - CGL Cover	\$2,700.00
17525963	04/11/2023	04/27/2023	AFEE	Underwriting Fee	\$300.00
Policy Invoice Balance:					\$3,000.00
Total Invoice Balance:					\$3,000.00 CAD

100% Minimum and Retained

Premiums are due and payable on the effective date. Your earliest remittance is appreciated. Policies not required must be returned immediately for cancellation otherwise a time on risk will be charged.

Insurance policies, premiums and administration fees may have tax, accounting or legal implications that require further action on your part. Please be reminded that HUB's advice is based solely on our experience as insurance brokers. It is important for you to consult with your own professional tax, accounting, actuarial or legal advisors for guidance so that you may discharge your legal and tax obligations.



PAYMENT OPTIONS

PAY BY CHEQUE

Please remit your payment to:
HUB International
400 - 4350 Still Creek Drive
Burnaby, BC V5C 0G5

PAY BY ONLINE BANKING

(at participating institutions)

When adding us as a Payee **HUB International**
search using keyword **Greater Vancouver**

Your Account Number is: **MNPLTDR-02**
(if code includes a dash or dashes, please exclude)

CALL US: 604-269-1000

(you may be eligible for other payment options)

- * Monthly Payment Plans
- * 3rd Party Premium Financing
- * Electronic Funds Transfer

***** PLEASE RETURN A COPY OF THIS INVOICE WITH YOUR CHEQUE, AND REFERENCE ON THE PAYMENT YOUR INVOICE # 3044220 *****

MCLENNAN ROSS

LEGAL COUNSEL

Date: April 28, 2023
 Client No.: 020993
 Matter No.: 20230959 RTT
 Bill No.: 826830

600 McLennan Ross Building
 12220 Stony Plain Road
 Edmonton, AB T5N 3Y4

ATTN: KRISTIN GRAY
 MNP LTD.
 10235 101 STREET NW
 SUITE 1300
 EDMONTON, AV T5J 3G1

Telephone (780) 482-9200
 Fax (780) 482-9100
 Toll-Free 1-800-567-9200
 Enquiries E-mail edmonton@mross.com
 Payments E-mail payments@mross.com

RE: RECEIVERSHIP OF RADIENT TECHNOLOGIES AND 1631807 ALBERTA LTD

SUMMARY OF ATTACHED ACCOUNT

Total fees, other charges, disbursements and tax for professional services rendered, details of which are attached.

FEES:	\$9,182.00
OTHER CHARGES:	\$24.60
DISBURSEMENTS:	\$37.00
TAX:	\$462.18
TOTAL DUE: (Payable Canadian Funds)	\$9,705.78

EFT (Electronic Funds Transfer) or Wire Transfer Instructions for Canadian Funds within Canada

Receiving Bank: Canadian Western Bank, 100, 12230 Jasper Avenue, Edmonton, AB T5N 3K3
 Receiving Account: 101010437955
 Bank ID: 030
 Bank Transit: 03029
 Beneficiary Name: McLennan Ross LLP
 Beneficiary Address: 600 McLennan Ross Building, 12220 Stony Plain Road, Edmonton, AB T5N 3Y4
 Please email "Matter: 20230959 Invoice: 826830" to payments@mross.com

EFT (Electronic Funds Transfer) or Wire Transfer Instructions for payments from outside of Canada

Receiving Bank: Royal Bank of Canada, 16909 - 103A Avenue, Edmonton, AB Canada T5P 4Y5
 Receiving Account: 104-397-5
 Bank ID: 003
 Bank Transit: 01599
 Beneficiary Name: McLennan Ross LLP
 Swift Code: ROYCCAT2
 Beneficiary Address: 600 McLennan Ross Building, 12220 Stony Plain Road, Edmonton, AB T5N 3Y4
 Please email "Matter: 20230959 Invoice: 826830" to payments@mross.com

For Interac e-Money transfers

Please provide the matter number: 20230959, bill number: 826830 and password by email to payments@mross.com

ALL ACCOUNTS ARE PAYABLE UPON RECEIPT. INTEREST AT THE RATE OF 1.5% PER MONTH (18% PER ANNUM) SHALL BE CHARGED ON ALL ACCOUNTS FROM DATE OF BILLING. HOWEVER NO INTEREST WILL BE CHARGED ON ACCOUNTS PAID WITHIN 30 DAYS.

*Radiant (R)
 Legal fees
 \$9,705.78
 SE [Signature]*

MCLENNAN ROSS

LEGAL COUNSEL

Date: April 28, 2023
 Client No.: 020993
 Matter No.: 20230959 RTT
 Bill No.: 826830

600 McLennan Ross Building
 12220 Stony Plain Road
 Edmonton, AB T5N 3Y4

ATTN: KRISTIN GRAY
 MNP LTD.
 10235 101 STREET NW
 SUITE 1300
 EDMONTON, AV T5J 3G1

Telephone (780) 482-9200
 Fax (780) 482-9100
 Toll-Free 1-800-567-9200
 Enquiries E-mail edmonton@mross.com
 Payments E-mail payments@mross.com

RE: RECEIVERSHIP OF RADIENT TECHNOLOGIES AND 1631807 ALBERTA LTD

PROFESSIONAL SERVICES RENDERED WITH RESPECT TO THE ABOVE NOTED MATTER, INCLUDING

09-Mar-23	LNA	0.20	Obtain corporate and PPR searches.
09-Mar-23	RTT	0.40	Review Statement of Claim; Confirmation notice of Default; PPR and Corp searches on debtors.
12-Mar-23	RTT	0.60	Review draft Receivership Application; Review and respond to correspondence re form of order.
13-Mar-23	CPR	0.30	Review updated Receivership Order and respond.
13-Mar-23	RTT	0.40	Discussion with counsel and client re form of receivership order.
14-Mar-23	CPR	0.10	Telephone call with R. Trainer re RBC mortgage issues.
14-Mar-23	RTT	0.40	Review application materials to appoint Receiver.
20-Mar-23	RTT	1.40	Strategy calls with Receiver re proposed changes to order; Email correspondence with counsel for lenders re proposed changes; Review draft changes to redemption order; Confirm form of order acceptable with receiver.
21-Mar-23	RTT	1.90	Prepare for application to appoint Receiver; Attend at application to appoint receiver; Debrief call with Receiver; Direct S. Moeck re preparation of security opinion; Confirm parties with a secured interest were served and direct preparation of a service list.
22-Mar-23	SLM	1.70	Review affidavit and file materials to draft Security Opinion.
22-Mar-23	RTT	0.30	Address subsequent security registrations; Call counsel for lender; Call with Receiver.
24-Mar-23	RTT	1.20	Strategy calls with Receiver; Review correspondence re insurance issues and insurer.
24-Mar-23	CPR	0.20	Strategy call with R. Trainer re dealing with competing claims at PPR.
27-Mar-23	RTT	1.00	Review email from receiver summarizing insurance on property; Discussion with C. Russell of our office; Discussion with Receiver; Email counsel for lender re insurance issues.
27-Mar-23	CPR	0.30	Review email re equipment issues and telephone R. Trainer.
28-Mar-23	RTT	0.60	Email correspondence with counsel for lender; Request security documents from AFSC's counsel; Direct S. Moeck of our office re preparing security opinion; Correspondence with Receiver.
02-Apr-23	RTT	0.10	Review correspondence re attempted theft and measures in place to protect property.
03-Apr-23	RTT	0.30	Call with Receiver re security issues on property.
04-Apr-23	RTT	0.50	Review correspondence re scheduling call; Conference call with Receiver re issues on preserving property and proposals.
05-Apr-23	RTT	1.20	Strategy call with receiver re issues on insurance, timing on ROP and application; Correspondence with counsel for lender.

G.S.T. #R119415172
 CLIENT COPY

06-Apr-23	RTT	0.10	Review correspondence re insurance policies.
07-Apr-23	RTT	2.60	Email commercial coordinator to book application; Draft Sale and Vesting Order; Draft Application; Draft Restricted Court Access Order; Start Preparing Brief; Draft Service Letters.
08-Apr-23	SLM	2.00	Review materials and draft security opinion. Review Radlent's public disclosure to establish background on 2022 equipment seizures.
10-Apr-23	NER	1.20	Revise Approval and Vesting Order, Restricted Court Access Order, Application and service letters.
10-Apr-23	RTT	0.80	Further edits to application materials; Email Receiver re indemnity; Email S. Moeck of our office re security opinion; Provide direction re preparation of indemnity.
10-Apr-23	SLM	1.30	Draft security opinion.
11-Apr-23	LRR	0.10	Emails with R. Trainer re preparing indemnity agreement.
11-Apr-23	RTT	0.30	Email correspondence with Court coordinator; Email correspondence with counsel re booking application.
11-Apr-23	NER	1.30	Continue reviewing application materials.
12-Apr-23	LRR	1.30	Prepare indemnity agreement re not insuring property; Send to R. Trainer for review.
14-Apr-23	RTT	0.30	Review and edit indemnity agreement.
17-Apr-23	RTT	0.50	Review correspondence re removal of certain equipment and CRA audit information; Edit indemnity; Seek instructions from Receiver to proceed; Email lender counsel draft indemnity.
17-Apr-23	CPR	0.20	Revise indemnity.
21-Apr-23	RTT	0.10	Review correspondence from lender counsel re RFP timelines; Review CRA trust audit correspondence.

FEES FOR PROFESSIONAL SERVICES: \$9,182.00

OTHER CHARGES:

Laser printing	13.00
Colour Reprographic Services	11.80

Total Taxable Other Charges subject to GST: 24.60

TOTAL OTHER CHARGES: 24.60

TOTAL FEES AND OTHER CHARGES: 9,206.60

TAXABLE DISBURSEMENTS:

PPR - Search	9.00
Corporate Registry - Search	28.00

Total Taxable Disbursements subject to GST: 37.00

TOTAL TAXABLE DISBURSEMENTS: 37.00

TOTAL DISBURSEMENTS: 37.00

SUBTOTAL: \$9,243.60
TOTAL GST/HST: 462.18

TOTAL ACCOUNT INCLUDING GST/HST PAYABLE: (Payable Canadian Funds) \$9,705.78

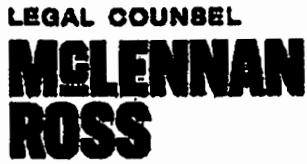
THIS IS OUR ACCOUNT HEREIN

McLENNAN ROSS LLP

PER: Ryan Trainer
RYAN TRAINER

E. & O.E.

Blank tax code = 6% GST
F12/D12 tax code = 12% HST
F13/D13 tax code = 13% HST
F14/D14 tax code = 14% HST
F15/D15 tax code = 15% HST



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This e-mail may contain confidential information and be subject to solicitor-client privilege. If received in error, please delete an

From: noreply@elavon.com <noreply@elavon.com>
Sent: Tuesday, May 9, 2023 4:06 PM
To: Moksha Veeranaah <moksha.veeranaah@mross.com>
Subject: Order Confirmation

Notice: External Email

\$9,705.78 CAD

05/09/2023 03:06:05 PM

MGLENNAN ROSS LLP

Transaction Type	SALE
Payment	VISA
Transaction ID	090523013-D07F487C-4ED1-433A-8453-ED1C4278A840
Approval Message	APPROVAL
Approval Code	08174I
Matter/Re	20230959 RTT
Invoice No 1	826830

Total \$9,705.78 CAD

Bill To
Kristin P. Gray

July 18, 2023

Moskowitz Capital Mortgage Fund II Inc.
6 Eglinton Ave E, Suite 301
Toronto, ON M4P 1A6

Attention: Brian Moskowitz


Re: In the Matter of the Receivership of 1631807 Alberta Ltd. and Radiant Technologies Inc.(the "Companies")
Client Number: 1013477

Please find enclosed our Invoice No. 11139426 for professional services rendered for the period of June 1, 2023, to June 30, 2023, which we trust you will find in order.

If you have any questions, please don't hesitate to contact us.

Yours very truly,

MNP Ltd.
Receiver of 1631807 Alberta Ltd. and
Radiant Technologies Inc.

Per: 
Kristin Gray, CPA, CA, CIRP, LIT
Enclosure

July 18, 2023

Invoice No: 11139426
GST No: 10369 7215

Moskowitz Capital Mortgage Fund II Inc.
6 Eglinton Ave E, Suite 301
Toronto, ON M4P 1A6

Attention: Brian Moskowitz

Re: In the Matter of the Receivership of 1631807 Alberta Ltd. and Radient Technologies Inc.(the "Companies")
Client Number: 1013477

PROFESSIONAL SERVICES RENDERED by members of the staff of MNP Ltd., as Receiver of the Companies, for the period June 1, 2023, to June 30, 2023, including inter alia the following:

DATE	STAFF	DESCRIPTION	TIME	FEE
01-Jun-2023	SB	Correspondence with Joshua Sugar of Workingman Capital Corp. ("Workingman") regarding requirements for the preparation of the auction;	.30	105.00
02-Jun-2023	SB	Correspondence with Steven Splinter of the Companies and Joshua Sugar of Workingman regarding the vault; Send the filed Approval and Vesting Order to Isobel Smith for filing and arrange a website update; Various correspondence;	.50	175.00
05-Jun-2023	SB	Discussion with Brenda Compton of Workingman regarding access to the main building to assess the removal of the walk-in freezer, correspondence with Isabel Lamilla of the Companies regarding the same; Send website update to Isobel Smith regarding the auction details for posting;	.50	175.00
05-Jun-2023	IS	Post website update;	.80	172.80
05-Jun-2023	KG	Correspondence with Josh Sugar of Workingman regarding auction considerations;	.20	120.00
06-Jun-2023	SB	Correspondence with Joshua Sugar of Workingman regarding the auction and requirements from the Companies; Correspondence with Brian Moskowitz of Moskowitz Capital Mortgage Fund II Inc.	.50	175.00

		("Moskowitz Capital") regarding overhead door repairs;		
06-Jun-2023	IS	Post website update. Various correspondence with Liz Zhang regarding the same;	.50	108.00
06-Jun-2023	KG	Review and approve the auction marketing materials and website; Correspondence with Steven Barlott regarding the overhead door repair; Review the website update;	.50	300.00
12-Jun-2023	KG	Email correspondence from Josh Sugar of Workingman regarding auction details;	.10	60.00
13-Jun-2023	SB	Review correspondence from Workingman regarding the auction; Draft correspondence to the Companies regarding important dates and requirements for the auction;	1.00	350.00
13-Jun-2023	KG	Call CRA regarding the status of outstanding GST returns and the property claim; Email correspondence to the Companies regarding GST returns;	.30	180.00
14-Jun-2023	IS	Prepare and edit miscellaneous correspondence;	1.50	324.00
15-Jun-2023	SB	Review miscellaneous correspondence;	.30	105.00
19-Jun-2023	KG	Correspondence to the Companies regarding auction details and the cancellation of licenses by the CRA; Correspondence with Ryan Trainer of McLennan Ross LLP ("McLennan Ross") regarding the same; Edit and finalize various correspondence;	.40	240.00
20-Jun-2023	SB	Various correspondence with Workingman and the Companies regarding preparation for the auction;	.50	175.00
20-Jun-2023	IS	Edit and finalize various correspondence; Various estate banking tasks; Send wire transfer instructions to Workingman;	.80	172.80
20-Jun-2023	KG	Follow up with Steven Barlott on the auction ready items, including the overhead door; Correspondence with Jerritt Pawlyk of DLA Piper LLP ("DLA") regarding the auction date and status of the Companies operations;	.70	420.00

		Email correspondence to Workingman to obtain the Net Minimum Guarantee ("NMG") funds; Correspondence with Jerritt Pawlyk of DLA and Ryan Trainer of McLennan Ross regarding adding additional equipment to the existing auction;		
21-Jun-2023	SB	Correspondence with Brenda Compton and Josh Sugar of Workingman regarding additional equipment for auction; Various correspondence;	.50	175.00
21-Jun-2023	KG	Review consent to equipment addition; Various correspondence with Workingman regarding the addition of certain equipment into the existing auction; Various correspondence with Ryan Trainer of McLennan Ross and Jerritt Pawlyk of DLA regarding the requirement for Court approval to include additional equipment and the strategy with a Consent Order; Correspondence to the Company regarding the location of additional equipment;	.70	420.00
22-Jun-2023	MS	Various correspondence with Jannet Marowitch of Innotech Alberta regarding the auction;	.40	140.00
22-Jun-2023	IS	Send miscellaneous correspondence to the Companies;	.10	21.60
22-Jun-2023	KG	Review Consent Order; Review and edit the Court booking letter and service letter; Correspondence with Ryan Trainer of McLennan Ross regarding the strategy and Consent Order;	.70	420.00
23-Jun-2023	SB	Various correspondence regarding the order to add additional equipment;	.30	105.00
23-Jun-2023	IS	Various estate banking tasks related to an incoming wire transfer. Various correspondence with Josh Sugar of Workingman and Kristin Gray regarding the same; Post various documents to the Receiver's case website;	.70	151.20
23-Jun-2023	KG	Prepare for and attend the application to approve the Consent Order; Email correspondence to Workingman regarding the same;	.50	300.00

		Correspondence regarding confirmation of NMG; Review and approve invoices for payment;		
26-Jun-2023	SB	Calls with Brenda Compton of Workingman, Steven Splinter of the Companies, and Kristin Gray regarding access to the main building, review various correspondence regarding the same;	1.00	350.00
26-Jun-2023	IS	Post funds received to Ascend. Various correspondence with Kristin Gray regarding the same;	.30	64.80
26-Jun-2023	KG	Various correspondence with Josh Sugar of Workingman, Ryan Trainer of McLennan Ross, and Jerritt Pawlyk of DLA regarding access to the main building for inspections, issues with asset preparation, and access going forward. Email correspondence to the Companies regarding the same; Correspondence with Brian Moskowitz of Moskowitz Capital regarding Radient employee supervision and access arrangements; Review auction progress;	1.00	600.00
27-Jun-2023	IS	Post disbursements to Ascend. Prepare cheques for the same; Arrange to mail;	.30	64.80
28-Jun-2023	KG	Update from Josh Sugar of Workingman on the auction; Call with Ryan Trainer of McLennan Ross regarding outstanding issues and the Sale and Vesting Order ("SAVO") cross application; Call with Jerritt Pawlyk of DLA regarding the application to expand the Receivership Order; Correspondence with Workers Compensation Board ("WCB") regarding their potential property claim; Email correspondence to McLennan Ross to update the service list;	.60	360.00
30-Jun-2023	KG	Follow up with Workingman on auction results; Correspondence with the Companies and Workingman regarding water issues at the Property;	.30	180.00
TOTAL			16.80	6,710.00

INVOICE SUMMARY

PROFESSIONAL FEES		\$6,710.00
GST on Professional Fees	<u>335.50</u>	335.50
TOTAL THIS INVOICE		<u>\$7,045.50</u>

The time incurred by members of the staff of MNP Ltd. on this assignment regarding the Companies for the period June 1, 2023, to June 30, 2023, was as follows:

FEE SUMMARY

Staff	Position	Hours	Hourly Rate \$	Total \$
Kristin Gray	Senior Vice President	6.00	600.00	3,600.00
Steven Barlott	Senior Consultant	5.40	350.00	1,890.00
Maha Shah	Consultant	0.40	350.00	140.00
Isobel Smith	Administration	5.00	216.00	1,080.00
Time Billed		16.80	399.40 *	6,710.00

(*Average)



August 17, 2023

Moskowitz Capital Mortgage Fund II Inc.
6 Eglinton Ave E, Suite 301
Toronto, ON M4P 1A6

Attention: Brian Moskowitz

Re: In the Matter of the Receivership of 1631807 Alberta Ltd. and Radient Technologies Inc.(the "Companies")
Client Number: 1013477

Please find enclosed our Invoice No. 11182286 for professional services rendered for the period of July 1, 2023, to July 31, 2023, which we trust you will find in order.

If you have any questions, please don't hesitate to contact us.

Yours very truly,

MNP Ltd.
Receiver of 1631807 Alberta Ltd. and
Radient Technologies Inc.

Per: 
Kristin Gray, CPA, CA, CIRP, LIT
Enclosure



August 17, 2023

Invoice No: 11182286
GST No: 10369 7215

Moskowitz Capital Mortgage Fund II Inc.
6 Eglinton Ave E, Suite 301
Toronto, ON M4P 1A6

Attention: Brian Moskowitz

Re: In the Matter of the Receivership of 1631807 Alberta Ltd. and Radlent Technologies Inc.(the "Companies")
Client Number: 1013477

PROFESSIONAL SERVICES RENDERED by members of the staff of MNP Ltd., as Receiver of the Companies, for the period July 1, 2023, to July 31, 2023, including inter alia the following:

DATE	STAFF	DESCRIPTION	TIME	FEE
04-Jul-2023	MS	Phone call with a potential buyer regarding the auction;	.20	70.00
04-Jul-2023	SB	Review and approve Wingenback Ltd. ("Wingenback") invoice for payment; Review various correspondence regarding additional equipment for auction;	.30	105.00
04-Jul-2023	KG	Review auction results. Correspondence with Jerritt Pawlyk of DLA Piper LLP ("DLA") and Brian Moskowitz of Moskowitz Capital Mortgage Fund II Inc. ("Moskowitz Capital") regarding the same; Follow up with CRA on the status of the trust claim; Email correspondence with Ryan Trainer of McLennan Ross LLP ("McLennan") regarding the structure of the second auction and the Receiver's cross-application; Email correspondence to Josh Sugar of Workingman Capital Corp. ("Workingman") regarding the second auction and various terms; Email correspondence to a creditor regarding the proceedings; Call from the CRA regarding the deemed trust audit and posting time for the Company;	1.50	900.00

05-Jul-2023	SB	Review various correspondence regarding the upcoming Court application and requirements for the Receiver's Second Report to Court ("Second Report");	.30	105.00
05-Jul-2023	KG	Various correspondence with DLA regarding the updated equipment listing and the status of operations;	.40	240.00
07-Jul-2023	KG	Email correspondence from Kevin Hoy of DLA and Ryan Trainer of McLennan Ross regarding the application to expand the scope of the Receivership Order; Review complete equipment listing and correspondence to Kevin Hoy regarding the isolation of new equipment; Correspondence with Ryan Trainer of McLennan Ross regarding the Second Report, the timeline for filing, and the inclusion of operational status;	.40	240.00
10-Jul-2023	IS	Correspondence with the CRA regarding various outstanding returns. Correspondence with Kristin Gray regarding the same;	1.00	216.00
10-Jul-2023	KG	Review CRA property claims. Forward to Ryan Trainer of McLennan Ross; Correspondence with Kurtis Letwin of Dentons LLP ("Dentons"), counsel to Agriculture Financial Services Corporation ("AFSC") regarding the same; Give instructions to Isobel Smith to call CRA regarding the Radiant GST account, compliance, and balance confirmation; Review Schedule A to the Moskowitz Affidavit; Forward additional equipment listing to Josh Sugar of Workingman and request supplementary auction proposal; Prepare an outline for the Second Report and give instructions to Steven Barlott regarding the same; Correspondence to DLA regarding the location of the additional equipment.	1.20	720.00
11-Jul-2023	SB	Draft the Second Report;	3.00	1,050.00
11-Jul-2023	IS	Prepare and edit miscellaneous correspondence; Various estate administration tasks; Draft correspondence to the Company	2.00	432.00

		regarding the outstanding GST and Corporate Income Tax filings;		
11-Jul-2023	KG	Review the extension application materials filed by DLA;	.20	120.00
12-Jul-2023	SB	Edits to the Second Report;	2.00	700.00
12-Jul-2023	KG	Review and edit the Second Report; Review supplementary auction proposal from Workingman; Correspondence with Josh Sugar of Workingman regarding a Net Minimum Guarantee ("NMG") and costs; Correspondence with Ryan Trainer of McLennan Ross regarding the form of Sale and Vesting Order ("SAVO") application and the necessity for Confidential Appendices; Email correspondence to Jerritt Pawlyk of DLA and Brian Moskowitz of Moskowitz Capital regarding the supplementary auction proposal;	3.00	1,800.00
13-Jul-2023	SB	Finalize Second Report;	1.50	525.00
13-Jul-2023	IS	Prepare the appendices for the Second Report; Finalize Second Report. Send the same to Ryan Trainer at McLennan Ross; Post disbursement to Ascend. Prepare a cheque for the same; Arrange to mail; Website update;	2.10	453.60
13-Jul-2023	KG	Review draft SAVO application materials; Review auction amending agreement and forward to Josh Sugar of Workingman for comment; Finalize and execute the Second Report; Review the list of unsold auction items from the first auction; Review Affidavit of Brian Moskowitz sworn July 10, 2023; Review filed application materials and give instructions regarding a website update; Send a list of outstanding GST and T2s to the Companies and request the filing thereof;	1.50	900.00
13-Jul-2023	LZ	Prepare GST filing;	.30	64.80
14-Jul-2023	KG	Receive email correspondence from Kevin Hoy of DLA regarding the location and status of additional equipment and cannabis inventory;	.60	360.00

		Correspondence with Ryan Trainer of McLennan Ross regarding third-party equipment on site and strategy with the extension Order; Receive email from Josh Sugar of Workingman regarding the amending agreement and auction costs; Email correspondence from Kevin Hoy of DLA regarding the mechanism to include unknown assets. Discussion with Ryan Trainer of McLennan Ross regarding the same.		
17-Jul-2023	MS	Email exchange with Peggy Sanders of Nine Lions Bioscience regarding the status of the equipment and the auction;	.20	70.00
17-Jul-2023	SB	Correspondence with Josh Sugar and Brenda Compton of Workingman regarding the removal of sold equipment; Correspondence with Cory Kerkhoff of Paladin Security ("Paladin") regarding monitoring service and removal of equipment; Review and edits to various correspondence;	1.00	350.00
17-Jul-2023	IS	Post website update;	.70	151.20
17-Jul-2023	KG	Various correspondence with Workingman and the Companies regarding alarms on the vault and cooler; Email correspondence regarding a contact at Paladin to authorize disarm; Review amended application materials; Instructions regarding a website update;	.50	300.00
18-Jul-2023	SB	Correspondence with Cory Kerkhoff of Paladin regarding outstanding amounts, areas, and equipment monitored;	.50	175.00
18-Jul-2023	KG	Review email from Kevin Hoy of DLA regarding the amended wording to the Order to deal with additional equipment; Edit and finalize various correspondence; Email correspondence to Steven Splinter of the Companies regarding third-party assets on site;	.40	240.00
19-Jul-2023	IS	Post website update;	.70	151.20
19-Jul-2023	KG	Prepare for and attend the application to expand the Receivership Order and approve the supplemental SAVO; Review amendments to the expansion	1.00	600.00

		Order;		
		Various website updates;		
20-Jul-2023	IS	Various estate banking tasks;	.20	43.20
20-Jul-2023	KG	Various correspondence regarding continued access to the facility for Workingman, a listing of High Grade equipment, and the auction agreement; Correspondence with Ryan Trainer of McLennan Ross regarding the High Grade lease and equipment;	.50	300.00
21-Jul-2023	KG	Review changes to the amending auction agreement to deal with the potential of additional equipment. Forward to Workingman for comment;	.30	180.00
24-Jul-2023	IS	Review funds received for payment of Professional Fees; Estate banking tasks; Various correspondence with Kristin Gray regarding the same;	.30	64.80
24-Jul-2023	KG	Call with Josh Sugar of Workingman regarding the auction amending agreement, changes as a result of the Amending Order, the process for adding additional equipment, and the timeline for the second auction;	.40	240.00
25-Jul-2023	IS	Post disbursement to Ascend. Prepare a cheque for the same; Arrange to mail; Phone correspondence with WCB regarding their Proof of Claim ("POC");	.40	86.40
26-Jul-2023	IS	Website update;	.40	86.40
26-Jul-2023	KG	Correspondence regarding security monitoring services and balance owing. Forward to Moskowitz for consideration; Follow up with Steven Splinter on the High Grade walk through; Follow up with Josh Sugar of Workingman on the amending auction agreement. Execute amending auction agreement; Correspondence with Rob Morrison from High Grade regarding equipment on site; Review Special Contracting Ltd. ("Special Contracting") lease; Review legal opinion from McLennan Ross; Correspondence to Moskowitz Capital regarding the additional equipment listing, Special Contracting lease, and removal of	1.00	600.00

		High Grade assets; Review POC from WCB and give instructions regarding amendment; Website update;		
27-Jul-2023	RN	Prepare bank reconciliation for June 2023;	.10	24.40
27-Jul-2023	IS	Various correspondence with a creditor regarding the Receivership;	.20	43.20
28-Jul-2023	KA	Review and approve June 2023 bank reconciliation;	.20	112.00
28-Jul-2023	SB	Various correspondence regarding the second auction;	.20	70.00
28-Jul-2023	IS	Correspondence with a creditor;	.20	43.20
28-Jul-2023	KG	Correspondence with the Companies and Workingman to confirm work schedule and access; Correspondence regarding hazardous material removal;	.20	120.00
31-Jul-2023	SB	Discussion with Brenda Compton of Workingman regarding Paladin and cleanup of the Property;	.30	105.00
	TOTAL		31.40	13,157.40

INVOICE SUMMARY

PROFESSIONAL FEES		\$13,157.40
GST on Professional Fees	<u>657.87</u>	657.87
TOTAL THIS INVOICE		<u><u>\$13,815.27</u></u>

The time incurred by members of the staff of MNP Ltd. on this assignment regarding the Companies for the period July 1, 2023, to July 31, 2023, was as follows:

FEE SUMMARY

Staff	Position	Hours	Hourly Rate \$	Total \$
Kristin Gray	Senior Vice President	13.10	600.00	7,860.00
Karen Aylward	Vice President	0.20	560.00	112.00
Steven Barlott	Senior Consultant	9.10	350.00	3,185.00
Maha Shah	Consultant	0.40	350.00	140.00
Rebecca Namiiro	Senior Administrator	0.10	244.00	24.40
Isobel Smith	Administration	8.20	216.00	1,771.20
Liz Zhang	Administration	0.30	216.00	64.80
Time Billed		<u>31.40</u>	<u>419.03 *</u>	<u>13,157.40</u>

(*Average)

EXHIBIT B

Summary of Receiver's Legal Counsel Invoices and Copies of Invoices

This is Exhibit " B " referred to
in the Affidavit of

Kristin Gray

Sworn before me this 15 day

of September, 2023

Isobel Nicole Smith

A Commissioner for Oaths in and for Alberta

ISOBEL NICOLE SMITH

A Commissioner for Oaths
in and for Alberta

My Commission expires August 31, 2024
Appointee No. 0764665

In the Matter of the Receivership of 1631807 Alberta Ltd. and Radient Technologies Inc.

Summary of Receiver's Legal Counsel Fees

For the period of March 9, 2023, to August 15, 2023

Firm	Date	Invoice	Fees	Disbursements	Other Charges	GST	Total
McLennan Ross LLP	28-Apr-23	826830	9,182.00	37.00	24.60	462.18	9,705.78
McLennan Ross LLP	23-Jun-23	832716	12,285.50	167.83	120.00	627.67	13,201.00
McLennan Ross LLP	30-Aug-23	837839	10,241.00	94.96	70.00	516.80	10,922.76
			31,708.50	299.79	214.60	1,606.65	33,829.54

MCLENNAN ROSS

LEGAL COUNSEL

MNP LTD.
10235 101 STREET NW
SUITE 1300
EDMONTON, AV T5J 3G1
KRISTIN GRAY

Invoice Date: April 28, 2023
Invoice No.: 826830
Client No.: 020993
Matter No.: 20230959 RTT

ATTENTION: GRAY, KRISTIN

SUMMARY OF ATTACHED ACCOUNT

RE: RECEIVERSHIP OF RADIANT TECHNOLOGIES AND 1631807 ALBERTA LTD

Proforma Conversion Record

Currency: CAD

Fees	\$9,182.00
Costs (Taxable)	\$61.60
	<hr/>
	\$9,243.60
GST	\$462.18
	<hr/>
Total Amount Due	\$9,705.78

G.S.T. #R119415172

ALL ACCOUNTS ARE PAYABLE UPON RECEIPT, INTEREST AT THE RATE OF 1.5% PER MONTH (18% PER ANNUM) SHALL BE CHARGED ON ALL ACCOUNTS FROM DATE OF BILLING; HOWEVER, NO INTEREST WILL BE CHARGED ON ACCOUNTS PAID WITHIN 30 DAYS.

SEE REMITTANCE PAGE FOR PAYMENT OPTIONS

Edmonton

600 McLennan Ross Building
12220 Stony Plain Road
Edmonton, AB T5N 3Y4
Telephone 780 482 9200
Facsimile 780 482 9100
Toll-free 800 567 9200

Calgary

1900 Eau Claire Tower
600 – 3rd Avenue SW
Calgary, AB T2P 0G5
Telephone 403 543 9120
Facsimile 403 543 9150
Toll-free 888 543 9120

Yellowknife

301 Nunasi Building
5109 – 48th Street
Yellowknife, NT X1A 1N5
Telephone 867 766 7677
Facsimile 867 766 7678
Toll-free 888 836 6684

MNP LTD.
RE: RECEIVERSHIP OF RADIANT TECHNOLOGIES AND 1631807
ALBERTA LTD

Invoice Date: April 28, 2023
Invoice No.: 826830
Matter No.: 20230959

Time Detail

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
09-Mar-2023	LNA	Obtain corporate and PPR searches.	0.20	125.00	25.00
09-Mar-2023	RTT	Review Statement of Claim; Confirmation notice of Default; PPR and Corp searches on debtors.	0.40	400.00	160.00
12-Mar-2023	RTT	Review draft Receivership Application; Review and respond to correspondence re form of order.	0.60	400.00	240.00
13-Mar-2023	CPR	Review updated Receivership Order and respond.	0.30	675.00	202.50
13-Mar-2023	RTT	Discussion with counsel and client re form of receivership order.	0.40	400.00	160.00
14-Mar-2023	CPR	Telephone call with R. Trainer re RBC mortgage issues.	0.10	675.00	67.50
14-Mar-2023	RTT	Review application materials to appoint Receiver.	0.40	400.00	160.00
20-Mar-2023	RTT	Strategy calls with Receiver re proposed changes to order; Email correspondence with counsel for lenders re proposed changes; Review draft changes to redemption order; Confirm form of order acceptable with receiver.	1.40	400.00	560.00
21-Mar-2023	RTT	Prepare for application to appoint Receiver; Attend at application to appoint receiver; Debrief call with Receiver; Direct S. Moeck re preparation of security opinion; Confirm parties with a secured interest were served and direct preparation of a service list.	1.90	400.00	760.00
22-Mar-2023	SLM	Review affidavit and file materials to draft Security Opinion.	1.70	330.00	561.00
22-Mar-2023	RTT	Address subsequent security registrations; Call counsel for lender; Call with Receiver.	0.30	400.00	120.00

MNP LTD.
RE: RECEIVERSHIP OF RADIANT TECHNOLOGIES AND 1631807
ALBERTA LTD

Invoice Date: April 28, 2023
Invoice No.: 826830
Matter No.: 20230959

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
24-Mar-2023	RTT	Strategy calls with Receiver; Review correspondence re insurance issues and insurer.	1.20	400.00	480.00
24-Mar-2023	CPR	Strategy call with R. Trainer re dealing with competing claims at PPR.	0.20	675.00	135.00
27-Mar-2023	RTT	Review email from receiver summarizing insurance on property; Discussion with C. Russell of our office; Discussion with Receiver; Email counsel for lender re insurance issues.	1.00	400.00	400.00
27-Mar-2023	CPR	Review email re equipment issues and telephone R. Trainer.	0.30	675.00	202.50
28-Mar-2023	RTT	Email correspondence with counsel for lender; Request security documents from AFSC's counsel; Direct S. Moeck of our office re preparing security opinion; Correspondence with Receiver.	0.60	400.00	240.00
02-Apr-2023	RTT	Review correspondence re attempted theft and measures in place to protect property.	0.10	400.00	40.00
03-Apr-2023	RTT	Call with Receiver re security issues on property.	0.30	400.00	120.00
04-Apr-2023	RTT	Review correspondence re scheduling call; Conference call with Receiver re issues on preserving property and proposals.	0.50	400.00	200.00
05-Apr-2023	RTT	Strategy call with receiver re issues on insurance, timing on ROP and application; Correspondence with counsel for lender.	1.20	400.00	480.00
06-Apr-2023	RTT	Review correspondence re insurance policies.	0.10	400.00	40.00
07-Apr-2023	RTT	Email commercial coordinator to book application; Draft Sale and Vesting Order; Draft Application; Draft Restricted	2.60	400.00	1,040.00

MNP LTD.
 RE: RECEIVERSHIP OF RADIANT TECHNOLOGIES AND 1631807
 ALBERTA LTD

Invoice Date: April 28, 2023
 Invoice No.: 826830
 Matter No.: 20230959

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		Court Access Order; Start Preparing Brief; Draft Service Letters.			
08-Apr-2023	SLM	Review materials and draft security opinion. Review Radiant's public disclosure to establish background on 2022 equipment seizures.	2.00	330.00	660.00
10-Apr-2023	NER	Revise Approval and Vesting Order, Restricted Court Access Order, Application and service letters.	1.20	135.00	162.00
10-Apr-2023	RTT	Further edits to application materials; Email Receiver re indemnity; Email S. Moeck of our office re security opinion; Provide direction re preparation of indemnity.	0.80	400.00	320.00
10-Apr-2023	SLM	Draft security opinion.	1.30	330.00	429.00
11-Apr-2023	LRR	Emails with R. Trainer re preparing indemnity agreement.	0.10	305.00	30.50
11-Apr-2023	RTT	Email correspondence with Court coordinator; Email correspondence with counsel re booking application.	0.30	400.00	120.00
11-Apr-2023	NER	Continue revising application materials.	1.30	135.00	175.50
12-Apr-2023	LRR	Prepare indemnity agreement re not insuring property; Send to R. Trainer for review.	1.30	305.00	396.50
14-Apr-2023	RTT	Review and edit indemnity agreement.	0.30	400.00	120.00
17-Apr-2023	RTT	Review correspondence re removal of certain equipment and CRA audit information; Edit indemnity; Seek instructions from Receiver to proceed; Email lender counsel draft indemnity.	0.50	400.00	200.00
17-Apr-2023	CPR	Revise indemnity.	0.20	675.00	135.00
21-Apr-2023	RTT	Review correspondence from lender counsel re RFP timelines; Review CRA trust audit correspondence.	0.10	400.00	40.00

MNP LTD.
RE: RECEIVERSHIP OF RADIANT TECHNOLOGIES AND 1631807
ALBERTA LTD

Invoice Date: April 28, 2023
Invoice No.: 826830
Matter No.: 20230959

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Total			25.20		\$9,182.00

Timekeeper Summary

<u>Name</u>	<u>Timekeeper Title</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
CPR / CHARLES P. RUSSELL	Partner	675.00	1.10	742.50
RTT / RYAN TRAINER	Partner	400.00	15.00	6,000.00
LRR / LYDIA ROSEMAN	Associate	305.00	1.40	427.00
SLM / STEPHANIE MOECK	Associate	330.00	5.00	1,650.00
LNA / LYNNAE ANDERSON	Paralegal	125.00	0.20	25.00
NER / NANCY RYAN	Paralegal	135.00	2.50	337.50
Total			25.20	\$9,182.00

Cost Detail (Taxable)

<u>Description</u>	<u>Amount</u>
Colour Reprographic Services	11.60
Corporate Registry - Search	28.00
Laser printing	13.00
PPR - Search	9.00
Total	\$61.60

Total Amount Due **\$9,705.78**

THIS IS OUR ACCOUNT HEREIN
McLENNAN ROSS LLP

PER: *Ryan Trainer*
RYAN TRAINER

E. & E. O.

MCLENNAN ROSS

LEGAL COUNSEL

MNP LTD.
10235 101 STREET NW
SUITE 1300
EDMONTON, AV T5J 3G1
KRISTIN GRAY

Invoice Date: April 28, 2023
Invoice No.: 826830
Client No.: 020993
Matter No.: 20230959 RTT

ATTENTION: GRAY, KRISTIN

REMITTANCE PAGE

Total Amount Due

\$9,705.78

<u>EFT (Electronic Funds Transfer) or Wire Transfer instructions</u>	
Please email "Matter: 20230959; Invoice: 826830 to payments@mross.com	
Canadian Funds from within Canada	Payments from outside of Canada
Receiving Bank: Canadian Western Bank, 100, 12230 Jasper Avenue Edmonton, AB T5N 3K3	Receiving Bank: Royal Bank of Canada 16909 - 103A Avenue Edmonton, AB Canada T5P 4Y5
Receiving Account: 101010437955	Receiving Account: 104-397-5
Bank ID: 030	Bank ID: 003
Bank Transit: 03029	Bank Transit: 01599
Beneficiary Name: McLennan Ross LLP	Beneficiary Name: McLennan Ross LLP
Beneficiary Address: 600 McLennan Ross Building 12220 Stony Plain Road Edmonton, AB T5N 3Y4	Swift Code: ROYCCAT2 Beneficiary Address: 600 McLennan Ross Building 12220 Stony Plain Road Edmonton, AB T5N 3Y4
<u>For Interac e-Money Transfers</u>	
Please provide the matter number: 20230959; Invoice: 826830 and password by email to payments@mross.com	
ALL ACCOUNTS ARE PAYABLE UPON RECEIPT, INTEREST AT THE RATE OF 1.5% PER MONTH (18% PER ANNUM) SHALL BE CHARGED ON ALL ACCOUNTS FROM DATE OF BILLING; HOWEVER, NO INTEREST WILL BE CHARGED ON ACCOUNTS PAID WITHIN 30 DAYS.	
G.S.T. #R119415172	

Edmonton

600 McLennan Ross Building
12220 Stony Plain Road
Edmonton, AB T5N 3Y4
Telephone 780 482 9200
Facsimile 780 482 9100
Toll-free 800 567 9200

Calgary

1900 Eau Claire Tower
600 - 3rd Avenue SW
Calgary, AB T2P 0G5
Telephone 403 543 9120
Facsimile 403 543 9150
Toll-free 888 543 9120

Yellowknife

301 Nunasi Building
5109 - 48th Street
Yellowknife, NT X1A 1N5
Telephone 867 766 7677
Facsimile 867 766 7678
Toll-free 888 836 6684

MCLENNAN ROSS

LEGAL COUNSEL

Date: June 23, 2023
 Client No.: 020993
 Matter No.: 20230959 RTT
 Bill No.: 832716

600 McLennan Ross Building
 12220 Stony Plain Road
 Edmonton, AB T5N 3Y4

ATTN: KRISTIN GRAY
 MNP LTD.
 10235 101 STREET NW
 SUITE 1300
 EDMONTON, AV T5J 3G1

Telephone (780) 482-9200
 Fax (780) 482-9100
 Toll-Free 1-800-567-9200
 Enquiries E-mail edmonton@mross.com
 Payments E-mail payments@mross.com

RE: RECEIVERSHIP OF RADIANT TECHNOLOGIES AND 1631807 ALBERTA LTD

SUMMARY OF ATTACHED ACCOUNT

Total fees, other charges, disbursements and tax for professional services rendered, details of which are attached.

FEES:	\$12,285.50
OTHER CHARGES:	\$120.00
DISBURSEMENTS:	\$167.83
TAX:	\$627.67
TOTAL DUE: (Payable Canadian Funds)	\$13,201.00

EFT (Electronic Funds Transfer) or Wire Transfer Instructions for Canadian Funds within Canada

Receiving Bank: Canadian Western Bank, 100 12230 Jasper Avenue, Edmonton, AB T5N 3K3
 Receiving Account: 101010437955
 Bank ID: 030
 Bank Transit: 03029
 Beneficiary Name: McLennan Ross LLP
 Beneficiary Address: 600 McLennan Ross Building, 12220 Stony Plain Road, Edmonton, AB T5N 3Y4
 Please email "Matter: 20230959; Invoice: 832716" to payments@mross.com

EFT (Electronic Funds Transfer) or Wire Transfer Instructions for payments from outside of Canada

Receiving Bank: Royal Bank of Canada, 16909 - 103A Avenue, Edmonton, AB Canada T5P 4Y5
 Receiving Account: 104-397-5
 Bank ID: 003
 Bank Transit: 01599
 Beneficiary Name: McLennan Ross LLP
 Swift Code: RQYCCAT2
 Beneficiary Address: 600 McLennan Ross Building, 12220 Stony Plain Road, Edmonton, AB T5N 3Y4
 Please email "Matter: 20230959; Invoice: 832716" to payments@mross.com

For Interac e-Money transfers

Please provide the matter number 20230959, bill number: 832716 and password by email to payments@mross.com

ALL ACCOUNTS ARE PAYABLE UPON RECEIPT. INTEREST AT THE RATE OF 1.5% PER MONTH (18% PER ANNUM) SHALL BE CHARGED ON ALL ACCOUNTS FROM DATE OF BILLING. HOWEVER NO INTEREST WILL BE CHARGED ON ACCOUNTS PAID WITHIN 30 DAYS

Radiant (R)
 Legal Fees.
 Ver.
 OK to Pgy
 + pay from auction proceed

POSTED
 Jun 29 12:51

MCLENNAN ROSS

LEGAL COUNSEL

Date: June 23, 2023
 Client No.: 020993
 Matter No.: 20230959 RTT
 Bill No.: 832716

600 McLennan Ross Building
 12220 Stony Plain Road
 Edmonton, AB T5N 3Y4

ATTN: KRISTIN GRAY
 MNP LTD.
 10235 101 STREET NW
 SUITE 1300
 EDMONTON, AV T5J 3G1

Telephone (780) 482-9200
 Fax (780) 482-9100
 Toll-Free 1-800-567-9200
 Enquiries E-mail edmonton@mross.com
 Payments E-mail payments@mross.com

RE: RECEIVERSHIP OF RADIANT TECHNOLOGIES AND 1631807 ALBERTA LTD

PROFESSIONAL SERVICES RENDERED WITH RESPECT TO THE ABOVE NOTED MATTER, INCLUDING

24-Apr-23	RTT	0.50	Review and respond to correspondence re CRA audit information; Review correspondence from B. Moskowitz re equipment included in sale offer; Review notice of promotion of commercial justice; Email correspondence re rescheduling application to May 28; Write to commercial coordinator requesting rescheduling.
25-Apr-23	RTT	0.60	Email correspondence with court coordinator re booking new application date; Call with Receiver; Draft new booking letter; Circulate new booking information.
29-Apr-23	RTT	0.10	Review correspondence re insurance policy.
02-May-23	RTT	0.20	Review correspondence re cancelation of security coverage.
03-May-23	RTT	0.30	Review correspondence and insurance documents received by the broker.
08-May-23	RTT	0.10	Review correspondence re security issues.
10-May-23	RTT	0.20	Email correspondence with Receiver re locating VINs for two assets.
14-May-23	SLM	0.80	Revise security opinion to address serial numbers and finalize draft.
16-May-23	RTT	3.50	Request copy of proposal; Prepare auction agreement; Review and edit security opinion; Edit application materials; Submit restricted court access order e-request through portal; Review correspondence to lender.
17-May-23	LRR	1.80	Revise auction agreement; Send to R. Trainer for review.
17-May-23	RTT	1.60	Correspondence with commercial clerk re filing deadline; Review research; Further edits to security opinion.
17-May-23	CPR	0.10	Review auction agreement and respond.
17-May-23	SJC	0.50	Memo re case law on Order Approving Sale and Vesting Title for S. Moeck
18-May-23	CPR	0.30	Review Sale and Vesting Order.
18-May-23	RTT	1.80	Strategy meeting with C. Russell re form of auction agreement and approval and vesting order; Review edits from auctioneer and make changes; Edit Sale and Vesting Order; Edits to materials.
18-May-23	CPR	0.50	Review memo and auction agreement and respond to R. Trainer.
18-May-23	SLM	3.00	Draft Bench Brief re Orders to approve sale, sealing order and fees.
19-May-23	RTT	0.90	Review and address further proposed changes to auction agreement; Send Receiver draft materials.
22-May-23	RTT	3.50	Review and edit Receiver's Report; Final edits to application, orders and brief; Update service list; Circulate final copy of Auction Agreement; Edit Brief; Correspondence with Receiver.
23-May-23	RTT	2.50	Final edits to application materials; Review and edit security opinion; Call with Receiver.

24-May-23	RTT	0.80	Final edits to security opinion.
26-May-23	RTT	1.40	Address service issues; Review correspondence re efforts by unsecured creditor to improperly seize equipment; Strategy call with client; Email correspondence with counsel for debtors.
29-May-23	RTT	2.20	Send confidential appendices to AFSC; Prepare speaking notes; Approve form of Affidavit of Service.
30-May-23	RTT	2.40	Further preparation for application; Attend in chambers to speak to application to approve sale and vest title; Debrief with Receiver; Direct service of Order.
31-May-23	RTT	0.50	Review correspondence re issues with getting auction equipment separated; Review correspondence re allegations of criminal activity being made by Nextleaf Distillate; Forward correspondence to counsel for Radient.
02-Jun-23	RTT	0.10	Review correspondence re vault access.
14-Jun-23	RTT	0.10	Review correspondence re access to building for completion of auction.
19-Jun-23	RTT	0.30	Review correspondence from CRA re termination of CRA licenses to operate cannabis business; Review correspondence from Receiver ensuring items organized for auction prior to June 26.
20-Jun-23	RTT	0.70	Call with Receiver re expanded scope of receivership order; Call with counsel for lender re addition of remaining personal property to scope of receivership order; Email correspondence with Receiver.
21-Jun-23	RTT	0.20	Call with Receiver re issue on including additional assets to auction agreement.

SUMMARIES		\$ RATE	HOURS	\$ FEES
CPR	CHARLES P. RUSSELL, K.C.	675.00	0.90	607.50
LRR	LYDIA ROSEMAN	305.00	1.80	549.00
RTT	RYAN TRAINER	400.00	24.50	9,800.00
SJC	STEPHANIE CHAN	150.00	0.50	75.00
SLM	STEPHANIE MOECK	330.00	3.80	1,254.00

FEEES FOR PROFESSIONAL SERVICES: \$12,285.50

OTHER CHARGES:

Laser printing	85.00
Colour Reprographic Services	25.00
Runner Costs	10.00

Total Taxable Other Charges subject to GST: 120.00

TOTAL OTHER CHARGES: 120.00

TOTAL FEES AND OTHER CHARGES: 12,405.50

NON-TAXABLE DISBURSEMENTS:
 (Incurred on your behalf as agent)

Court House - Filing	20.00
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TOTAL NON-TAXABLE DISBURSEMENTS: 20.00

TAXABLE DISBURSEMENTS:

CWB Visa - Edm - Gord - Court of King's Bench	13.00
Digital Printing fee	
ACS Express Courier	11.00
PPR - Search	21.00
Deliveries	84.89

Postage	1.94	
Federal Bankruptcy Searches	16.00	
Total Taxable Disbursements subject to GST:	<u>147.83</u>	
TOTAL TAXABLE DISBURSEMENTS:		147.83
TOTAL DISBURSEMENTS:		<u>167.83</u>
SUBTOTAL:		<u>\$12,573.33</u>
TOTAL GST/HST:		627.67
TOTAL ACCOUNT INCLUDING GST/HST PAYABLE: (Payable Canadian Funds)		<u>\$13,201.00</u>

THIS IS OUR ACCOUNT HEREIN

McLENNAN ROSS LLP

PER: Ryan Trainer
RYAN TRAINER

E. & O.E.

Blank tax code = 5% GST
F12/D12 tax code = 12% HST
F13/D13 tax code = 13% HST
F14/D14 tax code = 14% HST
F15/D15 tax code = 15% HST

MCLENNAN ROSS

LEGAL COUNSEL

MNP LTD.
10235 101 STREET NW
SUITE 1300
EDMONTON, AV T5J 3G1
KRISTIN GRAY

Invoice Date: August 30, 2023
Invoice No.: 837839
Client No.: 020993
Matter No.: 20230959 RTT

ATTENTION: GRAY, KRISTIN

SUMMARY OF ATTACHED ACCOUNT

RE: RECEIVERSHIP OF RADIENT TECHNOLOGIES AND 1631807 ALBERTA LTD

Total fees, other charges, disbursements and tax for professional services rendered, details of which are attached.

	Currency: CAD
Fees	\$10,241.00
Costs (Taxable)	\$94.96
	<hr/>
	\$10,335.96
GST	\$516.80
	<hr/>
	\$10,852.76
Costs (Non-Taxable)	\$70.00
	<hr/>
Total Amount Due	\$10,922.76

G.S.T. #R119415172

ALL ACCOUNTS ARE PAYABLE UPON RECEIPT, INTEREST AT THE RATE OF 1.5% PER MONTH (18% PER ANNUM) SHALL BE CHARGED ON ALL ACCOUNTS FROM DATE OF BILLING; HOWEVER, NO INTEREST WILL BE CHARGED ON ACCOUNTS PAID WITHIN 30 DAYS.

SEE REMITTANCE PAGE FOR PAYMENT OPTIONS

Edmonton

600 McLennan Ross Building
12220 Stony Plain Road
Edmonton, AB T5N 3Y4
Telephone 780 482 9200
Facsimile 780 482 9100
Toll-free 800 567 9200

Calgary

1900 Eau Claire Tower
600 - 3rd Avenue SW
Calgary, AB T2P 0G5
Telephone 403 543 9120
Facsimile 403 543 9150
Toll-free 888 543 9120

Yellowknife

301 Nunasi Building
5109 - 48th Street
Yellowknife, NT X1A 1N5
Telephone 867 766 7677
Facsimile 867 766 7678
Toll-free 888 836 6684

MNP LTD.
RE: RECEIVERSHIP OF RADIENT TECHNOLOGIES AND 1631807
ALBERTA LTD

Invoice Date: August 30, 2023
Invoice No.: 837839
Matter No.: 20230959

Time Detail

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
21-Jun-2023	RTT	Follow up calls with Receiver; Call with lender counsel re adding additional asset and expansion of receivership order; Consider structure of adding additional asset to ongoing auction; Review and respond to correspondence re July court date; Email commercial coordinator seeking to secure time on commercial list; Review correspondence from auctioneer.	1.50	600.00
22-Jun-2023	RTT	Draft consent order to add additional piece of equipment to sale list; Correspondence with lenders counsel; Circulate form of order to senior secured lenders and debtor; Correspondence with commercial coordinator; Draft booking letter including background on matter; Draft letter to service list; Email commercial coordinator booking letter; Email service list; Follow up with debtor counsel re execution of consent order; Call with Receiver; Prepare notes for application.	3.20	1,280.00
23-Jun-2023	RTT	Appear before Commercial Justice to enter order adding new asset to current auction; Debrief call with Receiver; Direct service of new order.	0.50	200.00
26-Jun-2023	RTT	Review email re updated service list; Call with Receiver re no one on site from Radient at auction; Leave message counsel for Radient re dealing with access; Send follow up email to M. Kirwin re issue of access; Call with Receiver re new break and entry to building and issues with cannabis products left in equipment listed for sale and issues with removal; Review correspondence.	1.40	560.00
27-Jun-2023	RTT	Call with Receiver re status of auction and onsite staffing.	0.30	120.00
28-Jun-2023	RTT	Review email requesting updated service information for WCB.	0.10	40.00
04-Jul-2023	NER	Receive instructions from R. Trainer; Prepare application materials for an Order Approving Sale and Vesting Title.	1.30	175.50
04-Jul-2023	RTT	Review correspondence re earlier results from auction; Email counsel for lender	0.90	360.00

MNP LTD.
RE: RECEIVERSHIP OF RADIANT TECHNOLOGIES AND 1631807
ALBERTA LTD

Invoice Date: August 30, 2023
Invoice No.: 837839
Matter No.: 20230959

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
		requesting status update on pending application to expand scope of receivership order; Review correspondence from counsel for secured lender; Instruct paralegals on preparation of cross application materials for new sale and vesting order; Email correspondence with Receiver re preparing new report and what needs to be included;		
05-Jul-2023	RTT	Review correspondence from Receiver re second auction of assets; Review and respond to correspondence from counsel for lender; Strategy call with Receiver.	0.50	200.00
06-Jul-2023	RTT	Draft email to lender counsel re issues with an expanded receivership order; Review response from lender's counsel; Call with Receiver.	0.50	200.00
09-Jul-2023	RTT	Review correspondence and proposed form of order from counsel for Radiant; Email Receiver; Send follow up email to Receiver; Draft letters to service list and commercial coordinator; Revise application; Prepare second sale and vesting order; Draft booking letter.	2.10	840.00
10-Jul-2023	RTT	Call with Receiver re contents of application and report; Dictate changes to booking letter on Radiant and letters to service list and make changes to application and order.	0.40	160.00
11-Jul-2023	RTT	Review correspondence from lender counsel; Review application materials; Review correspondence from lender to debtor counsel.	0.40	160.00
12-Jul-2023	RTT	Submit Notice to Media of request for a sealing order; Edit Application materials; Correspondence with Receiver; Email counsel for lender re error in date in Application; Review Workingman Capital's proposed auction agreement; Draft amending agreement to auction agreement; Review and edit Receiver's Report; Edit application materials; Correspondence with Receiver.	2.90	1,160.00
12-Jul-2023	LRR	Prepare amending agreement to auction services agreement and send to R. Trainer for review.	1.60	488.00
13-Jul-2023	RTT	Edit Application materials;	1.10	440.00

MNP LTD.
 RE: RECEIVERSHIP OF RADIENT TECHNOLOGIES AND 1631807
 ALBERTA LTD

Invoice Date: August 30, 2023
 Invoice No.: 837839
 Matter No.: 20230959

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
		Correspondence with Receiver; Email counsel for lender re error in date in Application; Review Workingman Capital's proposed auction agreement; Draft amending agreement to auction agreement; Review and edit Receiver's Report; Edit application materials; Correspondence with Receiver.		
14-Jul-2023	RTT	Review correspondence confirming structure of amending agreement with auctioneer; Review correspondence from lender on sold assets; Call with Receiver.	0.40	160.00
17-Jul-2023	RTT	Call with lender's counsel re strategy for adding in additional assets not currently proposed to be added to the expanded scope of order; Call with Receiver re access to safe and security issues with Canada Health and expanded scope of Order; Review correspondence.	0.80	320.00
18-Jul-2023	RTT	Correspondence with lender and receiver re proposed new language for amending order; Review proposed amendments to order; Prepare speaking notes for application; Approve form of Affidavit of Service.	1.30	520.00
19-Jul-2023	LRR	Emails with R. Trainer re revision to auction amending agreement; Review revised amending order re same.	0.20	61.00
19-Jul-2023	RTT	Finalize speaking notes for application; Call with Receiver; Attend at application to seek a Sale and Vesting Order and related relief; Debrief with Receiver.	1.40	560.00
20-Jul-2023	LRR	Revise auction services amending agreement to address potential additional of further property to saleable assets; Emails with R. Trainer re same.	0.50	152.50
20-Jul-2023	RTT	Review correspondence re third party equipment on site; Review proposed edits to auction agreement;	0.20	80.00
21-Jul-2023	RTT	Review updated amendment to Auction Agreement; Review correspondence from lender counsel.	0.50	200.00
21-Jul-2023	LRR	Make further change to auction services amending agreement, prepare new blackline and send to R. Trainer.	0.40	122.00
23-Jul-2023	RTT	Review and respond to correspondence from counsel for AFSC.	0.10	40.00

MNP LTD.
 RE: RECEIVERSHIP OF RADIENT TECHNOLOGIES AND 1631807
 ALBERTA LTD

Invoice Date: August 30, 2023
 Invoice No.: 837839
 Matter No.: 20230959

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
24-Jul-2023	RTT	Review Special Contracting Lease.	0.10	40.00
26-Jul-2023	LRR	Compile execution copy of Auction Services Amending Agreement with schedules and send to K. Gray; Read email from R. Trainer re review of changes to property management agreement.	0.30	91.50
26-Jul-2023	RTT	Review correspondence; Review security agreement and provide comments to Receiver; Call with counsel for AFSC.	1.20	480.00
28-Jul-2023	RTT	Review correspondence from Receiver re auction results.	0.20	80.00
28-Jul-2023	LRR	Save executed auction services amending agreement to file.	0.10	30.50
03-Aug-2023	RTT	Call with Receiver re adding in additional assets and proper form of notice to be given to creditors.	0.10	40.00
04-Aug-2023	RTT	Review and respond to email from Receiver re marketing of supplemental assets.	0.20	80.00
15-Aug-2023	RTT	Call with Receiver; Review and edit Receiver's report.	0.50	200.00
Total			27.20	\$10,241.00

Timekeeper Summary

<u>Name</u>	<u>Timekeeper Title</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
RTT / RYAN TRAINER	Partner	400.00	22.80	9,120.00
LRR / LYDIA ROSEMAN	Associate	305.00	3.10	945.50
NER / NANCY RYAN	Paralegal	135.00	1.30	175.50
Total			27.20	\$10,241.00

Cost Detail (Taxable)

<u>Date</u>	<u>Description</u>	<u>Amount</u>
22-Jun-2023	ACS Express Courier	20.00
21-Jul-2023	CWB Credit Card - Edm - Gord-Court of KB Printing Fees	9.00
	Agent's Filing Fee	5.00
	Colour Reprographic Services	11.60
	Corporate Registry - Search	7.00
	Laser printing	25.00
	PPR - Search	6.00
	Postage	1.94

MNP LTD.
RE: RECEIVERSHIP OF RADIANT TECHNOLOGIES AND 1631807
ALBERTA LTD

Invoice Date: August 30, 2023
Invoice No.: 837839
Matter No.: 20230959

<u>Date</u>	<u>Description</u>	<u>Amount</u>
	Supplies - Tabs	9.42
Total		\$94.96

Cost Detail (Non-Taxable)

<u>Date</u>	<u>Description</u>	<u>Amount</u>
13-Jul-2023	Court House - Filing	70.00
Total		\$70.00

Cost Summary (Taxable)

<u>Date</u>	<u>Description</u>	<u>Amount</u>
22-Jun-2023	ACS Express Courier	20.00
21-Jul-2023	CWB Credit Card - Edm - Gord-Court of KB Printing Fees	9.00
	Agent's Filing Fee	5.00
	Colour Reprographic Services	11.60
	Corporate Registry - Search	7.00
	Laser printing	25.00
	PPR - Search	6.00
	Postage	1.94
	Supplies - Tabs	9.42
Total		\$94.96

Cost Summary (Non-Taxable)

<u>Date</u>	<u>Description</u>	<u>Amount</u>
13-Jul-2023	Court House - Filing	70.00
Total		\$70.00

Total Amount Due **\$10,922.76**

THIS IS OUR ACCOUNT HEREIN
McLENNAN ROSS LLP

PER: *Ryan Trainer*
RYAN TRAINER

E. & E. O.

MCLENNAN ROSS

LEGAL COUNSEL

MNP LTD.
10235 101 STREET NW
SUITE 1300
EDMONTON, AV T5J 3G1
KRISTIN GRAY

Invoice Date: August 30, 2023
Invoice No.: 837839
Client No.: 020993
Matter No.: 20230959 RTT

ATTENTION: GRAY, KRISTIN

REMITTANCE PAGE

Total Amount Due

\$10,922.76

<u>EFT (Electronic Funds Transfer) or Wire Transfer instructions</u>	
Please email "Matter: 20230959; Invoice: 837839 to payments@mross.com	
Canadian Funds from within Canada	Payments from outside of Canada
Receiving Bank: Canadian Western Bank, 100, 12230 Jasper Avenue Edmonton, AB T5N 3K3	Receiving Bank: Royal Bank of Canada 16909 - 103A Avenue Edmonton, AB Canada T5P 4Y5
Receiving Account: 101010437955	Receiving Account: 104-397-5
Bank ID: 030	Bank ID: 003
Bank Transit: 03029	Bank Transit: 01599
Beneficiary Name: McLennan Ross LLP	Beneficiary Name: McLennan Ross LLP
Beneficiary Address: 600 McLennan Ross Building 12220 Stony Plain Road Edmonton, AB T5N 3Y4	Beneficiary Address: 600 McLennan Ross Building 12220 Stony Plain Road Edmonton, AB T5N 3Y4
<u>For Interac e-Money Transfers</u>	
Please provide the matter number: 20230959; Invoice: 837839 and password by email to payments@mross.com	
ALL ACCOUNTS ARE PAYABLE UPON RECEIPT, INTEREST AT THE RATE OF 1.5% PER MONTH (18% PER ANNUM) SHALL BE CHARGED ON ALL ACCOUNTS FROM DATE OF BILLING; HOWEVER, NO INTEREST WILL BE CHARGED ON ACCOUNTS PAID WITHIN 30 DAYS.	
G.S.T. #R119415172	

Edmonton

600 McLennan Ross Building
12220 Stony Plain Road
Edmonton, AB T5N 3Y4
Telephone 780 482 9200
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Toll-free 800 567 9200

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600 - 3rd Avenue SW
Calgary, AB T2P 0G5
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Facsimile 403 543 9150
Toll-free 888 543 9120

Yellowknife

301 Nunasi Building
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Yellowknife, NT X1A 1N5
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Facsimile 867 766 7678
Toll-free 888 836 6684