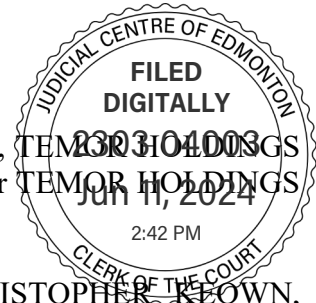


COURT FILE NO. 2303 04003

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

APPLICANTS FREDERICK NORTH, FRED NORTH TRUST, TEMOR HOLDINGS LIMITED PARTNERSHIP by its general partner TEMOR HOLDINGS LTD., and TEMOR HOLDINGS LTD.



RESPONDENTS AARON DAVISON, SCOTT CABLE, CHRISTOPHER KEOWN, CORALYNNE KEOWN, JAMIE CABLE, VENTURES NORTH FINANCIAL GROUP LIMITED PARTNERSHIP by its general partner VENTURES NORTH FINANCIAL GROUP INC., VENTURES NORTH FINANCIAL GROUP INC., OSOYOOS MOUNTAIN ESTATES INC., T "N" T TANK & TRAILER REPAIR LIMITED PARTNERSHIP by its general partner T "N" T TANK & TRAILER REPAIR LTD., T "N" T TANK & TRAILER REPAIR LTD., T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE LIMITED PARTNERSHIP by its general partner T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE GP LTD., T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE GP LTD., MOONLIGHT SYSTEMS INC., LIGHTVU INC., DIGITAL EDGE MEDIA INC., HILL 7 LLOYD DEVELOPMENT INC., CHRIS L. KEOWN PROFESSIONAL CORPORATION, 1417691 ALBERTA LTD., OPTIMUM CONCRETE & FOUNDATIONS LTD., 2135974 ALBERTA LTD., TRELLIS STEEL CONSTRUCTION LTD., 2202474 ALBERTA LTD., BLUE LOBSTER HOLDINGS LTD., SILENT BEAR HOLDINGS LTD., ANGRY ELEPHANT HOLDINGS LTD., 1981670 ALBERTA LTD., 2092013 ALBERTA LTD., ABC CORPORATION, DEF CORPORATION, GHI CORPORATION, JOHN DOE, and JANE DOE

DOCUMENT **APPLICATION (Discharge of Interim Receiver and Receiver, Approval of Activities and Fees and Claims Process)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
MLT AIKINS LLP
Suite 2200, 10235 – 101st Street
Edmonton, AB T5J 3G1
Lawyer: Jeffrey M. Lee, K.C./Carly Toronchuk
Telephone: 306.975.7136 / 780.969.5096
Fax: 306.975.7145 / 780.969.3546
Email: jmlee@mltaikins.com/ctoronchuk@mltaikins.com
File No.: 107691.14/107691.15

NOTICE TO RESPONDENTS: Service List attached hereto as **Schedule “A”**

This application is made against you. You are a respondent.
You have the right to state your side of this matter before the Registrar.

To do so, you must be in Court when the application is heard as shown below:

Date:	June 19, 2024	https://albertacourts.webex.com/meet/virtual.courtroom86
Time:	10:00 A.M.	
Where:	Via Webex, Edmonton Law Courts, Commercial List	
Before Whom:	The Honourable Justice M. E. Burns	

Go to the end of this document to see what you can do and when you must do it.

Remedy Claimed or Sought:

1. Ernst & Young Inc. (“**EYI**”), in its capacity as the Court-appointed receiver and manager (the “**Receiver**” and previously the “**Interim Receiver**”) of Osoyoos Mountain Estates Inc. (“**OMEI**”), Ventures North Financial Group Limited Partnership by its General Partner Ventures North Financial Group Inc. and Ventures North Financial Group Inc. (collectively, “**VNFG**”), and Moonlight Systems Inc., LightVu Inc. and Digital Edge Media Inc. (collectively, the “**Moonlight Debtors**”), respectfully seeks an Order of this Honourable Court providing the following relief:
 - (a) abridging, if necessary, the time for service of this application (the “**Application**”) and the materials filed in support thereof, and declaring service of the same to be good and sufficient;
 - (b) an Order discharging EYI as the Interim Receiver of OMEI, VNFG and the Moonlight Debtors, and approving the conduct of the Interim Receiver, in the form attached hereto as **Schedule “B”**;
 - (c) an Order discharging EYI as the Receiver of the Moonlight Debtors, and approving the fees and conduct of the Receiver and its counsel in the form attached hereto as **Schedule “C”**;
 - (d) an Order, in the form attached hereto as **Schedule “D”**:
 - (i) approving the conduct of the Receiver of OMEI to date;

- (ii) approving the professional fees and disbursements of the Receiver of OMEI and its counsel to date; and
 - (iii) authorizing the Receiver to make certain interim distributions from the proceeds of sale of a parcel of land previously owned by OMEI (“**118 Peregrine**”), which sale was approved by the May 14, 2024 Sale Approval and Vesting Order of the Honourable Justice J. T. Neilson (the “**Peregrine SAVO**”).
- (e) an Order, in the form attached hereto as **Schedule “E”**:
 - (i) approving the conduct of the Receiver of VNFG to date; and
 - (ii) approving the professional fees and disbursements of the Receiver of VNFG and its counsel to date;
- (f) a Claims Procedure Order establishing a process to determine the nature, quantum and validity of claims of creditors against OMEI (the “**Claims Process**”), in the form attached hereto as **Schedule “F”**;
- (g) such further relief as counsel may request and this Honourable Court may permit.

Grounds for Making this Application:

2. By means of an Order of the Honourable Justice J.A. Fagnan granted on March 3, 2023 and filed on March 6, 2023 (the “**IR Order**”), EYI was appointed by this Honourable Court as Interim Receiver of, *inter alia*, OMEI, VNFG and the Moonlight Debtors.
3. On April 5, 2023, the Honourable Justice M.E. Burns granted an Interim Receiver Manager Extension Order, extending the duration of the Interim Receivership (the “**IRO Extension Order**”). On May 29, 2023, the Honourable Justice M.E. Burns granted an Amended and Restated Interim Receiver Manager Order, further extending the duration of the Interim Receivership (the “**ARIRO**”).

4. On August 31, 2023, the Honourable Associate Chief Justice K.G. Nielsen granted an Order appointing EYI as the Receiver of OMEI (the “**OMEI Receivership Order**”).
5. On August 31, 2023, the Honourable Associate Chief Justice K.G. Nielsen granted an Order appointing EYI as the Receiver of the Moonlight Debtors (the “**Moonlight Receivership Order**”).
6. On November 2, 2023, the Honourable Justice D. R. Mah granted an Order appointing EYI as the Receiver of VNFG (the “**VNFG Receivership Order**”).

Order Discharging the Interim Receiver

7. The Interim Receiver has completed its mandate pursuant to Orders of the Court granted in these proceedings. In accordance with the standard practice of this Court in receivership proceedings, an Order approving the actions, activities and conduct of the Interim Receiver is necessary and appropriate.

Order Discharging the Receiver of the Moonlight Debtors & Approving Fees and Disbursements

8. The Receiver’s duties regarding the Moonlight Debtors included management functions that support the professional fees and disbursements incurred and expended by the Receiver and its legal counsel. The Receiver’s management of the Moonlight Debtors is now substantially complete. In the circumstances, the professional fees and disbursements of the Receiver and those of its legal counsel are fair and reasonable and an Order approving same is appropriate.
9. The Receiver has completed its duties with regard to the Moonlight Debtors in their Receivership and pursuant to Orders of the Court granted in these proceedings. In accordance with the standard practice of this Court in receivership proceedings, an Order Discharging the Receiver of the Moonlight Debtors is necessary and appropriate.

Order Approving Activities and Fees of the Receiver of OMEI and VNFG

10. A summary of the Receiver’s fees and disbursements and those of its legal counsel is included in the Fifth Report of the Receiver of VNFG dated June 10, 2024. A summary of

the Receiver's fees and disbursements and those of its legal counsel is included in the Third Report of the Receiver of OMEI dated June 10, 2024.

11. The Receiver's fees and disbursements and the fees and disbursements of its legal counsel as outlined in the Fifth Report of the Receiver of VNFG dated June 10, 2024 and the Third Report of the Receiver of OMEI dated June 10, 2024, are reasonable in the circumstances.

Interim Distributions of 118 Peregrine Sale Proceeds

12. Paragraph 8 of the Peregrine SAVO directed that the net proceeds from the sale of 118 Peregrine were to be held in an interest bearing trust account by the Receiver subject to:
 - (a) the Receiver confirming the validity and enforceability of North's security with respect to 118 Peregrine; and
 - (b) the Receiver determining an appropriate amount of the Net Proceeds (the "**Holdback**") to be retained by the Receiver in respect of:
 - (i) professional fees of the Receiver and its legal counsel for their work in, inter alia, commencing and arguing this Application, obtaining this Order, closing the Transaction and distributing the Net Proceeds to those parties entitled to the same; and
 - (ii) any potential deemed trust obligations under the Income Tax Act, RSC 1985, c-1 and/or the Excise Tax Act, RSC 1985, c E-15.
13. The Receiver has completed its review and seeks an Order authorizing it to distribute the net proceeds from the sale of 118 Peregrine as follows:
 - (a) to pay outstanding professional fees of the OMEI receivership estate;
 - (b) to retain a holdback of \$150,000 on account of future costs of the OMEI receivership proceedings (the "**Holdback**"); and

- (c) subsequent to payment of professional fees and setting aside the Holdback, the remainder of the 118 Peregrine Sale Proceeds to be distributed to Frederick North on account of the Lender Security granted to North, subject to the Receiver verifying the amount owing to North.

Claims Process

- 14. The Receiver requires the implementation of the Claims Process in order to assess and determine the nature, validity and quantum of the claims being asserted against OMEI by its creditors.
- 15. The proposed Claims Process is cost-effective and practical and will advance the orderly administration of the receivership of OMEI.
- 16. Such further and other grounds as counsel may advise and this Court may permit.

Material or Evidence to be Relied on:

- 17. The Receiver intends to rely on the following materials:
 - (a) the Interim Receiver Manager Order dated March 3, 2023;
 - (b) the Anton Piller Order dated March 3, 2023;
 - (c) the Interim Receiver Manager Extension Order dated April 5, 2023;
 - (d) the Amended and Restated Interim Receiver Manager Order dated May 29, 2023;
 - (e) the Order (Extending Appointment of Interim Receiver) dated August 31, 2023;
 - (f) the OMEI Receivership Order dated August 31, 2023;
 - (g) the Moonlight Debtors Receivership Order dated August 31, 2023;
 - (h) the Order (Discharging Interim Receiver of TNT Entities) dated November 8, 2023;
 - (i) the VNFG Receivership Order dated November 2, 2023;

- (j) the First Report of the Interim Receiver dated March 27, 2023;
- (k) the Second Report of the Interim Receiver dated May 23, 2023;
- (l) the Third Report of the Interim Receiver dated June 30, 2023;
- (m) the Fourth Report of the Interim Receiver dated August 21, 2023;
- (n) the Fifth Report of the Interim Receiver dated October 16, 2023;
- (o) the Sixth Report of the Interim Receiver dated October 23, 2023;
- (p) the Seventh Report of the Interim Receiver dated December 22, 2023;
- (q) the Eighth Report of the Interim Receiver dated June 10, 2024;
- (r) the Fifth Report of the Receiver of VNFG dated June 10, 2024;
- (s) the Third Report of the Receiver of OMEI dated June 10, 2024;
- (t) the First Report of the Receiver of the Moonlight Debtors dated June 10, 2024;
- (u) the Bench Brief of the Receiver with authorities dated June 10, 2024;
- (v) the Affidavit of Service (to be filed); and
- (w) such further and other materials as counsel may advise and this Honourable Court may permit.

Applicable Rules:

- 18. The *Alberta Rules of Court*, AR 124/2010.
- 19. Such further and other rules as counsel may advise and this Honourable Court may permit.

Applicable Acts and Regulations:

- 20. The *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3;

21. The *Judicature Act*, RSA 2000, c. J-2, section 13(2);
22. The *Business Corporations Act*, RSA 2000, c. B-9, sections 99(a) and 242;
23. The *Personal Property Security Act*, RSA 2000, c. P-7, section 65(7); and
24. Such further and other statutes and regulations as counsel may advise and this Honourable Court may permit.

Any Irregularity Complained of or Objection Relied on:

25. There are no irregularities complained of or objections relied on.

How the Application is Proposed to be Heard or Considered:

26. Oral submissions by counsel at an application before the Honourable Justice M. E. Burns by WebEx video conference as scheduled at 10:00 a.m. on June 19, 2024, on the Edmonton Commercial List.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant what they want in your absence. You will be bound by an order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

SCHEDULE “A” – SERVICE LIST

SCHEDULE “A”

SERVICE LIST

Frederick North et al v. Aaron Davison et al

(as at March 25, 2024)

PARTY	COUNSEL
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The Respondents, , Aaron Davison, Scott Cable, Christopher Keown, Coralynne Keown, Jamie Cable, Hill 7 Lloyd Development Inc., Chris I. Keown Professional Corporation, 1417691 Alberta Ltd., Optimum Concrete & Foundations Ltd., 2135974 Alberta Ltd., Trellis Steel Construction Ltd., 2202474 Alberta Ltd., Blue Lobster Holdings Ltd., Silent Bear Holdings Ltd., Angry Elephant Holdings Ltd., 1981670 Alberta Ltd., and 2092013 Alberta Ltd.	<i>Counsel to The Respondents, , Aaron Davison, Scott Cable, Christopher Keown, Coralynne Keown, Jamie Cable, Hill 7 Lloyd Development Inc., Chris I. Keown Professional Corporation, 1417691 Alberta Ltd., Optimum Concrete & Foundations Ltd., 2135974 Alberta Ltd., Trellis Steel Construction Ltd., 2202474 Alberta Ltd., Blue Lobster Holdings Ltd., Silent Bear Holdings Ltd., Angry Elephant Holdings Ltd., 1981670 Alberta Ltd., and 2092013 Alberta Ltd.</i> Bryan & Company LLP 2900 Manulife Place 10180 – 101 Street Edmonton, AB T5J 3V5 Kevin Chapotelle Email: kpchapotelle@bryanco.com Telephone: 780-420-4716
Ventures North Financial Group Inc. T “N” T Tank & Trailer Repair Grande Prairie Ltd.; T “N” T Tank & Trailer Repair Ltd. Moonlight Systems Inc. LightVu Inc.; Digital Edge Media Inc. Registered Office: 302, 1524 - 91 Street SW Edmonton, AB T6X 1M5 Email: corporate@richardslaw.ca	
Osoyoos Mountain Estates Inc.	<i>Registered Office of Osoyoos Mountain Estates Inc.</i> Norton Rose Fulbright 1800 – 510 West Georgia Street Vancouver, BC V6B 0M3 Kieran Siddall Email: Kieran.siddall@nortonrosefulbright.com Assistant: Nadine.abram@nortonrosefulbright.com

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PARTY	COUNSEL
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SCHEDULE “B”

SCHEDULE "B"

COURT FILE NUMBER 2303 04003

Clerk's Stamp

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

APPLICANTS FREDERICK NORTH, FRED NORTH TRUST, TEMOR HOLDINGS LIMITED PARTNERSHIP by its general partner TEMOR HOLDINGS LTD., and TEMOR HOLDINGS LTD.

RESPONDENTS AARON DAVISON, SCOTT CABLE, CHRISTOPHER KEOWN, CORALYNNE KEOWN, JAMIE CABLE, VENTURES NORTH FINANCIAL GROUP LIMITED PARTNERSHIP by its general partner VENTURES NORTH FINANCIAL GROUP INC., VENTURES NORTH FINANCIAL GROUP INC., OSOYOOS MOUNTAIN ESTATES INC., T "N" T TANK & TRAILER REPAIR LIMITED PARTNERSHIP by its general partner T "N" T TANK & TRAILER REPAIR LTD., T "N" T TANK & TRAILER REPAIR LTD., T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE LIMITED PARTNERSHIP by its general partner T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE GP LTD., T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE GP LTD., MOONLIGHT SYSTEMS INC., LIGHTVU INC., DIGITAL EDGE MEDIA INC., HILL 7 LLOYD DEVELOPMENT INC., CHRIS L. KEOWN PROFESSIONAL CORPORATION, 1417691 ALBERTA LTD., OPTIMUM CONCRETE & FOUNDATIONS LTD., 2135974 ALBERTA LTD., TRELLIS STEEL CONSTRUCTION LTD., 2202474 ALBERTA LTD., BLUE LOBSTER HOLDINGS LTD., SILENT BEAR HOLDINGS LTD., ANGRY ELEPHANT HOLDINGS LTD., 1981670 ALBERTA LTD., 2092013 ALBERTA LTD., ABC CORPORATION, DEF CORPORATION, GHI CORPORATION, JOHN DOE, and JANE DOE

DOCUMENT **ORDER (Discharge of Interim Receiver)**

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

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File No.: 107691.13/107691.14/107691.15

DATE ON WHICH ORDER WAS PRONOUNCED:

June 19, 2024

LOCATION OF HEARING OR TRIAL:

Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER:

The Honourable Justice M.E. Burns

UPON THE APPLICATION of Ernst & Young Inc. in its capacity as the Court-appointed Interim Receiver (the "**Interim Receiver**") of Osoyoos Mountain Estates Inc. ("**OMEI**"), Ventures North Financial Group Limited Partnership by its General Partner Ventures North Financial Group Inc. and Ventures North Financial Group Inc. (collectively, "**VNFG**"), and Moonlight Systems Inc., LightVu Inc. and Digital Edge Media Inc. (collectively, the "**Moonlight Debtors**") for an Order discharging the Interim Receiver; **AND UPON** having read the Interim Receiver Manager Order of the Honourable Justice J. A. Fagnan dated March 3, 2023 and filed on March 6, 2023 (the "**IR Order**"); the Anton Piller Order of the Honourable Justice J. A. Fagnan dated March 3, 2023 and filed on March 6, 2023 (the "**Anton Piller Order**"); the Interim Receiver Manager Extension Order of the Honourable Justice M. E. Burns dated April 5, 2023 (the "**IR Extension Order**"); the Amended and Restated Interim Receiver Manager Order of the Honourable Justice M.E. Burns dated May 29, 2023 (the "**ARIRO**"); the Order (Extending Appointment of Interim Receiver) of the Honourable Associate Chief Justice K.G. Nielsen granted on August 31, 2023 and filed on September 12, 2023; the Order (Discharging Interim Receiver) of the Honourable Mr. Justice D.R. Mah dated November 8, 2023 and filed on November 29, 2023 (the "**Order Discharging Interim Receiver - TNT Entities**"); the Receivership Order with respect to Ventures North Financial Group Limited Partnership by its General Partner Ventures North Financial Group Inc. and Ventures North Financial Group Inc. of the Honourable Justice D.R. Mah dated November 2, 2023 and filed on November 29, 2023 (the "**Ventures North Receivership Order**"), the Order (Approving Fees, Activities and Conduct of Interim Receiver) of the Honourable Justice M.E. Burns dated November 22, 2023 and filed on November 24, 2023; the First Report of the Interim Receiver dated March 27, 2023 (the "**First Report**"), the Second Report of the Interim Receiver dated May 23, 2023 (the "**Second Report**"), the Third Report of the Interim Receiver dated June 30, 2023 (the "**Third Report**"), the Fourth Report of the Interim Receiver dated August 21, 2023 (the "**Fourth Report**"), the Fifth Report of the Interim Receiver dated October 16, 2023 (the "**Fifth Report**"), the Amended Fifth Report of the Interim Receiver dated October 18, 2023 (the "**Amended Fifth Report**"), the Sixth Report of the Interim Receiver dated October 23, 2023 (the "**Sixth Report**"), the Seventh Report of the Interim Receiver dated December 22, 2023 (the "**Seventh Report**"), the Eighth Report of the Interim Receiver dated June 10, 2024 (the "**Eighth Report**"), the Bench Brief with authorities dated June 10, 2024, and the Affidavit of Service, to be filed; **AND UPON** hearing from counsel for the Interim Receiver, and counsel for all other parties present; **AND UPON** being satisfied that it is appropriate to do so,

IT IS ORDERED THAT:

1. Service of notice of this application and supporting materials (collectively the "**Application**") is hereby declared to be good and sufficient, and 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.
2. The Interim Receiver's activities, as set out in the First Report, the Second Report, the Third Report, the Fourth Report, the Fifth Report, the Amended Fifth Report, the Sixth Report, the Seventh Report and the Eighth Report and in all of its other reports filed herein and the Statement of Receipts and Disbursements (attached to the Eighth Report) are hereby ratified and approved.
3. In the event that the Independent Supervising Solicitor (as that phrase is defined in the Anton Piller Order) subsequently produces or delivers documents requiring review, response or action from or on behalf of the Interim Receiver, such review, response or action shall be undertaken by Ernst & Young Inc., in its capacity as Receiver of Ventures North Financial Group Limited Partnership, by its General Partner, Ventures North Financial Group Inc. pursuant to the Ventures North Receivership Order.
4. On the evidence before the Court, the Interim Receiver has satisfied its obligations under and pursuant to the terms of the Orders granted in the within proceedings up to and including the date hereof, and the Interim Receiver shall not be liable for any act or omission on its part including, without limitation, any act or omission pertaining to the discharge of its duties in the within proceedings, save and except for any liability arising out of any in fraud, gross negligence or willful misconduct on the part of the Interim Receiver, or with leave of the Court. Subject to the foregoing, any claims against the Interim Receiver in connection with the performance of its duties are hereby stayed, extinguished, and forever barred.
5. No action or other proceedings shall be commenced against the Interim Receiver in any way arising from or related to its capacity or conduct as Interim Receiver, except with prior leave of this Court on Notice to the Interim Receiver, and upon such terms as this Court may direct.
6. The Interim Receiver shall be and is hereby discharged as Interim Receiver of OMEI, VNFG and the Moonlight Debtors, provided however, that notwithstanding its discharge herein: (a) the Interim Receiver shall remain Interim Receiver for the performance of such incidental duties as may be required to complete the administration of the Interim Receivership herein; and (b) the Interim Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding,

including all approvals, protections and stays of proceedings in favour of the Interim Receiver in its capacity as Interim Receiver.

7. The Interim Receiver's recommended allocation of the professional fees and disbursements of the Interim Receiver and its legal counsel, MLT Aikins, from the commencement of these proceedings until November 29, 2023, allocated amongst the VNFG Entities, the TNT LP Entities, the TNT GP Entities, OMEI and the Moonlight Debtors (as those five phrases are more particularly defined in the Seventh Report), as more particularly described in paragraph 28 and Exhibit 2.0 to the Seventh Report, shall be and is hereby approved.
8. This Order must be served only upon those interested parties attending or represented at the within Application and service may be effected by Facsimile, electronic mail, personal delivery, or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.
9. Service of this Order on any party not attending this Application is hereby dispensed with.

Justice of the Court of King's Bench of Alberta

SCHEDULE “C”

SCHEDULE "C"

COURT FILE NUMBER 2303 04003

Clerk's Stamp

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

APPLICANTS FREDERICK NORTH, FRED NORTH TRUST, TEMOR HOLDINGS LIMITED PARTNERSHIP by its general partner TEMOR HOLDINGS LTD., and TEMOR HOLDINGS LTD.

RESPONDENTS AARON DAVISON, SCOTT CABLE, CHRISTOPHER KEOWN, CORALYNNE KEOWN, JAMIE CABLE, VENTURES NORTH FINANCIAL GROUP LIMITED PARTNERSHIP by its general partner VENTURES NORTH FINANCIAL GROUP INC., VENTURES NORTH FINANCIAL GROUP INC., OSOYOOS MOUNTAIN ESTATES INC., T "N" T TANK & TRAILER REPAIR LIMITED PARTNERSHIP by its general partner T "N" T TANK & TRAILER REPAIR LTD., T "N" T TANK & TRAILER REPAIR LTD., T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE LIMITED PARTNERSHIP by its general partner T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE GP LTD., T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE GP LTD., MOONLIGHT SYSTEMS INC., LIGHTVU INC., DIGITAL EDGE MEDIA INC., HILL 7 LLOYD DEVELOPMENT INC., CHRIS L. KEOWN PROFESSIONAL CORPORATION, 1417691 ALBERTA LTD., OPTIMUM CONCRETE & FOUNDATIONS LTD., 2135974 ALBERTA LTD., TRELLIS STEEL CONSTRUCTION LTD., 2202474 ALBERTA LTD., BLUE LOBSTER HOLDINGS LTD., SILENT BEAR HOLDINGS LTD., ANGRY ELEPHANT HOLDINGS LTD., 1981670 ALBERTA LTD., 2092013 ALBERTA LTD., ABC CORPORATION, DEF CORPORATION, GHI CORPORATION, JOHN DOE, and JANE DOE

DOCUMENT **ORDER (Approval of Receiver's Fees and Activities and Conditional Discharge of Receiver) (Moonlight Debtors)**

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

MLT AIKINS LLP
Suite 2200, 10235 – 101st Street
Edmonton, AB T5J 3G1
Lawyer: Jeffrey M. Lee, K.C./Carly Toronchuk
Telephone: 306.975.7136 / 780.969.5096
Fax: 306.975.7145 / 780.969.3546
Email: jmlee@mltaikins.com/ctoronchuk@mltaikins.com
File No.: 107691.13

DATE ON WHICH ORDER WAS PRONOUNCED:
LOCATION OF HEARING OR TRIAL:
NAME OF JUSTICE WHO MADE THIS ORDER:

June 19, 2024
Edmonton, Alberta
The Honourable Justice M.E. Burns

UPON THE APPLICATION of Ernst & Young Inc. in its capacity as the Court-appointed receiver (the "**Receiver**") of Moonlight Systems Inc., LightVu Inc. and Digital Edge Media Inc. (collectively, the "**Moonlight Debtors**") for an Order approving the Receiver's activities, approving the Receiver's fees and disbursements and those of its legal counsel and discharging the Receiver; **AND UPON** having read the Receiver's First Report dated June 10, 2024 (the "**Receiver's Report**"), the Bench Brief of the Receiver (with authorities) dated June 10, 2024, and the Affidavit of Service; **AND UPON** hearing from counsel for the Receiver, and counsel for all other parties present; **AND UPON** being satisfied that it is appropriate to do so,

IT IS ORDERED THAT:

1. Service of notice of this application and supporting materials (collectively the "**Application**") is hereby declared to be good and sufficient, and 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.
2. The Receiver's accounts for fees and disbursements, as described in the Receiver's Report, are hereby approved without the necessity of a formal assessment of its accounts.
3. The accounts of the Receiver's legal counsel, MLT Aikins LLP, for its fees and disbursements, as described in the Receiver's Report, are hereby approved without the necessity of a formal assessment of its accounts.
4. The Receiver's activities as described in the Receiver's Report, the Receiver's proposed entry into the Administrative Agreement (as described in the Receiver's Report) and the Statement of Receipts and Disbursements (as attached to the Receiver's Report), are hereby ratified and approved.
5. On the evidence before the Court, the Receiver has satisfied its obligations under and pursuant to the terms of the Orders granted in the within proceedings up to and including the date hereof, and the Receiver shall not be liable for any act or omission on its part including, without limitation, any act or omission pertaining to the discharge of its duties in the within proceedings, save and except for any liability arising out of any in fraud, gross negligence or willful misconduct on the part of the Receiver, or with leave of the Court. Subject to the foregoing, any claims against the Receiver in connection with the performance of its duties are hereby stayed, extinguished, and forever barred.

6. No action or other proceedings shall be commenced against the Receiver in any way arising from or related to its capacity or conduct as Receiver, except with prior leave of this Court on Notice to the Receiver, and upon such terms as this Court may direct.
7. Upon the Receiver signing and filing with the Clerk of the Court the Receiver's Completion Certificate substantially in the form attached as Schedule "A" hereto, then the Receiver shall be discharged as Receiver of the Moonlight Debtors, provided however, that notwithstanding its discharge herein: (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of the Receiver in its capacity as Receiver.
8. This Order must be served only upon those interested parties attending or represented at the within Application and service may be effected by Facsimile, electronic mail, personal delivery, or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.
9. Service of this Order on any party not attending this Application is hereby dispensed with.

Justice of the Court of King's Bench of Alberta

COURT FILE NUMBER 2303 04003

Clerk's Stamp

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

APPLICANTS FREDERICK NORTH, FRED NORTH TRUST, TEMOR HOLDINGS LIMITED PARTNERSHIP by its general partner TEMOR HOLDINGS LTD., and TEMOR HOLDINGS LTD.

RESPONDENTS AARON DAVISON, SCOTT CABLE, CHRISTOPHER KEOWN, CORALYNNE KEOWN, JAMIE CABLE, VENTURES NORTH FINANCIAL GROUP LIMITED PARTNERSHIP by its general partner VENTURES NORTH FINANCIAL GROUP INC., VENTURES NORTH FINANCIAL GROUP INC., OSOYOOS MOUNTAIN ESTATES INC., T "N" T TANK & TRAILER REPAIR LIMITED PARTNERSHIP by its general partner T "N" T TANK & TRAILER REPAIR LTD., T "N" T TANK & TRAILER REPAIR LTD., T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE LIMITED PARTNERSHIP by its general partner T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE GP LTD., T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE GP LTD., MOONLIGHT SYSTEMS INC., LIGHTVU INC., DIGITAL EDGE MEDIA INC., HILL 7 LLOYD DEVELOPMENT INC., CHRIS L. KEOWN PROFESSIONAL CORPORATION, 1417691 ALBERTA LTD., OPTIMUM CONCRETE & FOUNDATIONS LTD., 2135974 ALBERTA LTD., TRELLIS STEEL CONSTRUCTION LTD., 2202474 ALBERTA LTD., BLUE LOBSTER HOLDINGS LTD., SILENT BEAR HOLDINGS LTD., ANGRY ELEPHANT HOLDINGS LTD., 1981670 ALBERTA LTD., 2092013 ALBERTA LTD., ABC CORPORATION, DEF CORPORATION, GHI CORPORATION, JOHN DOE, and JANE DOE

DOCUMENT

RECEIVER'S COMPLETION CERTIFICATE

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

MLT AIKINS LLP

Suite 2200, 10235 – 101st Street

Edmonton, AB T5J 3G1

Lawyer: Jeffrey M. Lee, K.C./Carly Toronchuk

Telephone: 306.975.7136 / 780.969.5096

Fax: 306.975.7145 / 780.969.3546

Email: jmlee@mltaikins.com / ctoronchuk@mltaikins.com

File No.: 107691.13

RECITALS

1. Pursuant to the Receivership Order of the Honourable Associate Chief Justice K.G. Nielsen of the Court of King's Bench of Alberta, Judicial District of Edmonton (the "**Court**") dated August 31, 2023 and filed on September 12, 2023, Ernst & Young Inc. was appointed receiver (the

“**Receiver**”) of the undertakings, property and assets of Moonlight Systems Inc., LightVu Inc. and Digital Edge Media Inc. (collectively, the “**Moonlight Debtors**”).

2. Pursuant to the Order (Approval of Receiver's Fees and Activities and Conditional Discharge of Receiver) (Moonlight Debtors) of the Honourable Justice M.E. Burns of the Court dated June 19, 2024 (the “**Conditional Discharge Order**”), the Receiver was conditionally discharged, subject to the Receiver:

- a) settling the unpaid administrative costs and professional fees of the Receiver and the Receiver’s legal counsel;
- b) issuing distributions for the Deemed Trust Claim and the GST Claim; and
- c) collecting funds from the Government of Alberta which are owed to the Moonlight Debtors under the Alberta Jobs Now program in an amount satisfactory to the Receiver, in its sole discretion;

(collectively, the “**Remaining Activities**”).

3. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Conditional Discharge Order.

THE RECEIVER CERTIFIES the following:

1. The Receiver has completed the Remaining Activities.
2. This Certificate was delivered by the Receiver at _____ on _____, 2024.

Ernst & Young Inc., Court-Appointed Receiver of the undertakings, property and assets of Moonlight Systems Inc., LightVu Inc. and Digital Edge Media Inc.

Per: _____
Neil Narfason

SCHEDULE “D”

SCHEDULE "D"

COURT FILE NO.	2303 04003
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
APPLICANTS	FREDERICK NORTH, FRED NORTH TRUST, TEMOR HOLDINGS LIMITED PARTNERSHIP by its general partner TEMOR HOLDINGS LTD., and TEMOR HOLDINGS LTD.
RESPONDENTS	AARON DAVISON, SCOTT CABLE, CHRISTOPHER KEOWN, CORALYNNE KEOWN, JAMIE CABLE, VENTURES NORTH FINANCIAL GROUP LIMITED PARTNERSHIP by its general partner VENTURES NORTH FINANCIAL GROUP INC., VENTURES NORTH FINANCIAL GROUP INC., OSOYOOS MOUNTAIN ESTATES INC., T "N" T TANK & TRAILER REPAIR LIMITED PARTNERSHIP by its general partner T "N" T TANK & TRAILER REPAIR LTD., T "N" T TANK & TRAILER REPAIR LTD., T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE LIMITED PARTNERSHIP by its general partner T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE GP LTD., T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE GP LTD., MOONLIGHT SYSTEMS INC., LIGHTVU INC., DIGITAL EDGE MEDIA INC., HILL 7 LLOYD DEVELOPMENT INC., CHRIS L. KEOWN PROFESSIONAL CORPORATION, 1417691 ALBERTA LTD., OPTIMUM CONCRETE & FOUNDATIONS LTD., 2135974 ALBERTA LTD., TRELLIS STEEL CONSTRUCTION LTD., 2202474 ALBERTA LTD., BLUE LOBSTER HOLDINGS LTD., SILENT BEAR HOLDINGS LTD., ANGRY ELEPHANT HOLDINGS LTD., 1981670 ALBERTA LTD., 2092013 ALBERTA LTD., ABC CORPORATION, DEF CORPORATION, GHI CORPORATION, JOHN DOE, and JANE DOE
DOCUMENT	ORDER (Approval of Receiver's Activities & Fees) (Osoyoos Mountain Estates Inc.)
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MLT AIKINS LLP Suite 2200, 10235 – 101st Street Edmonton, AB T5J 3G1 Lawyer: Jeffrey M. Lee, K.C./Carly Toronchuk Telephone: 306.975.7136 / 780.969.5096 Fax: 306.975.7145 / 780.969.3546 Email: jmlee@mltaikins.com/ctoronchuk@mltaikins.com File No.: 107691.15

DATE ON WHICH ORDER WAS PRONOUNCED: June 19, 2024

LOCATION OF HEARING OR TRIAL: Edmonton, Alberta

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

UPON THE APPLICATION of Ernst & Young Inc. in its capacity as the Court-appointed receiver (the "**Receiver**") of Osoyoos Mountain Estates Inc. ("**OMEI**"), for an Order approving the fees and activities of the Receiver, including approval of the fees and disbursements its legal counsel (collectively, the "**Application**"); **AND UPON HAVING READ** the Application, the Receivership Order of the Honourable Associate Chief Justice K. G. Nielsen granted on August 31, 2023 (the "**OMEI Receivership Order**"), the First Report of the Receiver dated February 12, 2024 (the "**First Report**"), the Second Report of the Receiver dated May 6, 2024 (the "**Second Report**") and the Third Report of the Receiver dated June 10, 2024 (the "**Third Report**"), the Bench Brief with authorities dated June 10, 2024, and the Affidavit of Service, to be filed; **AND UPON HEARING** the submissions of counsel for the Receiver and all other interested parties present;

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 RECEIVER'S ACTIVITIES AND FEES AND DISBURSEMENTS

2. The Receiver's activities as set out in the First Report, the Second Report and the Third Report filed herein are hereby ratified and approved.
3. The Receiver's fees and disbursements, as set out in paragraph 44(a) of the Third Report, are hereby approved without the necessity of a formal assessment of its accounts.
4. The fees and disbursements of legal counsel to the Receiver, MLT Aikins LLP, as set out in paragraph 44(b) of the Third Report, are hereby approved without the necessity of a formal assessment of its accounts.

DISTRIBUTION OF PROCEEDS OF SALE OF 118 PEREGRINE

5. Subject to paragraph 6 hereof, the Receiver shall be at liberty to pay its professional fees and disbursements, and the professional fees and disbursements of its legal counsel, MLT Aikins LLP, from the proceeds of sale by the Receiver (the "**118 Peregrine Sale Proceeds**") of the property

previously owned by OMEI and bearing the civic address of 118 Peregrine, Osoyoos, British Columbia (“**118 Peregrine**”).

6. The payment by the Receiver of its professional fees and disbursements, and the professional fees and disbursements of its legal counsel, MLT Aikins LLP, from the 118 Peregrine Sale Proceeds, shall be without prejudice to the ultimate allocation of the costs of these receivership proceedings by the Court on further application by any interested party.
7. Subsequent to the payment by the Receiver of the professional fees and disbursements of the Receiver and its legal counsel described above in paragraph 5 hereof, the Receiver:
 - a) shall retain, from and out of the 118 Peregrine Sale Proceeds, a holdback of \$150,000 on account of future costs of these receivership proceedings (the “**Holdback**”);
 - b) subsequent to setting aside the Holdback, shall pay the remainder of the 118 Peregrine Sale Proceeds to the order of Frederick North on account of the Mortgage granted in his favour against title to 118 Peregrine (the “**North Mortgage**”), subject to the Receiver verifying the amount owing to Frederick North under the credit facility secured by the North Mortgage; and
 - c) subsequent to setting aside the Holdback and paying the amount owing on the North Mortgage, the Receiver shall retain the remainder of the 118 Peregrine Sale Proceeds to be held until such time as the Court authorizes further distributions subsequent to the implementation of a Claims Process in regard to OMEI.

Justice of the Court of King’s Bench of Alberta

SCHEDULE “E”

SCHEDULE "E"

COURT FILE NO.	2303 04003
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
APPLICANTS	FREDERICK NORTH, FRED NORTH TRUST, TEMOR HOLDINGS LIMITED PARTNERSHIP by its general partner TEMOR HOLDINGS LTD., and TEMOR HOLDINGS LTD.
RESPONDENTS	AARON DAVISON, SCOTT CABLE, CHRISTOPHER KEOWN, CORALYNNE KEOWN, JAMIE CABLE, VENTURES NORTH FINANCIAL GROUP LIMITED PARTNERSHIP by its general partner VENTURES NORTH FINANCIAL GROUP INC., VENTURES NORTH FINANCIAL GROUP INC., OSOYOOS MOUNTAIN ESTATES INC., T "N" T TANK & TRAILER REPAIR LIMITED PARTNERSHIP by its general partner T "N" T TANK & TRAILER REPAIR LTD., T "N" T TANK & TRAILER REPAIR LTD., T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE LIMITED PARTNERSHIP by its general partner T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE GP LTD., T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE GP LTD., MOONLIGHT SYSTEMS INC., LIGHTVU INC., DIGITAL EDGE MEDIA INC., HILL 7 LLOYD DEVELOPMENT INC., CHRIS L. KEOWN PROFESSIONAL CORPORATION, 1417691 ALBERTA LTD., OPTIMUM CONCRETE & FOUNDATIONS LTD., 2135974 ALBERTA LTD., TRELLIS STEEL CONSTRUCTION LTD., 2202474 ALBERTA LTD., BLUE LOBSTER HOLDINGS LTD., SILENT BEAR HOLDINGS LTD., ANGRY ELEPHANT HOLDINGS LTD., 1981670 ALBERTA LTD., 2092013 ALBERTA LTD., ABC CORPORATION, DEF CORPORATION, GHI CORPORATION, JOHN DOE, and JANE DOE
DOCUMENT	ORDER (Approval of Receiver's Activities & Fees) (VNFG)
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MLT AIKINS LLP Suite 2200, 10235 – 101st Street Edmonton, AB T5J 3G1 Lawyer: Jeffrey M. Lee, K.C./Carly Toronchuk Telephone: 306.975.7136 / 780.969.5096 Fax: 306.975.7145 / 780.969.3546 Email: jmlee@mltaikins.com/ctoronchuk@mltaikins.com File No.: 107691.14

DATE ON WHICH ORDER WAS PRONOUNCED: June 19, 2024

LOCATION OF HEARING OR TRIAL: Edmonton, Alberta

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

UPON THE APPLICATION of Ernst & Young Inc. in its capacity as the Court-appointed receiver (the "**Receiver**") of Ventures North Financial Group Limited Partnership by its General Partner Ventures North Financial Group Inc. and Ventures North Financial Group Inc. (collectively, "**VNFG**"), for an Order approving the fees and activities of the Receiver, including approval of the fees and disbursements its legal counsel (collectively, the "**Application**"); **AND UPON HAVING READ** the Application, the Receivership Order of the Honourable Justice D. R. Mah granted on November 2, 2023 (the "**VNFG Receivership Order**"), the First Report of the Receiver dated November 6, 2023 (the "**First Report**"), the Second Report of the Receiver dated November 24, 2023 (the "**Second Report**"), the Third Report of the Receiver dated January 9, 2024 (the "**Third Report**"), the Fourth Report of the Receiver dated March 25, 2024 (the "**Fourth Report**"), the Fifth Report of the Receiver dated June 10, 2024 (the "**Fifth Report**"), the Bench Brief with authorities dated June 10, 2024, and the Affidavit of Service to be filed; **AND UPON HEARING** the submissions of counsel for the Receiver and all other interested parties present;

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 RECEIVER'S ACTIVITIES AND FEES AND DISBURSEMENTS

2. The Receiver's activities as set out in the First Report, the Second Report, the Third Report, the Fourth Report and the Fifth Report shall be and are hereby ratified and approved.
3. The Receiver's fees and disbursements, as set out in paragraph 18(a) of the Fifth Report, shall be and are hereby approved without the necessity of a formal assessment of its accounts.
4. The fees and disbursements of legal counsel to the Receiver, MLT Aikins LLP, as set out in paragraph 18(b) of the Fifth Report, shall be and are hereby approved without the necessity of a formal assessment of its accounts.

Justice of the Court of King's Bench of Alberta

SCHEDULE “F”

SCHEDULE "F"

COURT FILE NUMBER 2303 04003

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

APPLICANTS FREDERICK NORTH, FRED NORTH TRUST, TEMOR HOLDINGS LIMITED PARTNERSHIP BY ITS GENERAL PARTNER TEMOR HOLDINGS LTD., AND TEMOR HOLDINGS LTD.

RESPONDENTS AARON DAVISON, SCOTT CABLE, CHRISTOPHER KEOWN, CORALYNNE KEOWN, JAMIE CABLE, VENTURES NORTH FINANCIAL GROUP LIMITED PARTNERSHIP by its general partner VENTURES NORTH FINANCIAL GROUP INC., VENTURES NORTH FINANCIAL GROUP INC., OSOYOOS MOUNTAIN ESTATES INC., T "N" T TANK & TRAILER REPAIR LIMITED PARTNERSHIP by its general partner T "N" T TANK & TRAILER REPAIR LTD., T "N" T TANK & TRAILER REPAIR LTD., T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE LIMITED PARTNERSHIP by its general partner T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE GP LTD., T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE GP LTD., MOONLIGHT SYSTEMS INC., LIGHTVU INC., DIGITAL EDGE MEDIA INC., HILL 7 LLOYD DEVELOPMENT INC., CHRIS L. KEOWN PROFESSIONAL CORPORATION, 1417691 ALBERTA LTD., OPTIMUM CONCRETE & FOUNDATIONS LTD., 2135974 ALBERTA LTD., TRELLIS STEEL CONSTRUCTION LTD., 2202474 ALBERTA LTD., BLUE LOBSTER HOLDINGS LTD., SILENT BEAR HOLDINGS LTD., ANGRY ELEPHANT HOLDINGS LTD., 1981670 ALBERTA LTD., 2092013 ALBERTA LTD., ABC CORPORATION, DEF CORPORATION, GHI CORPORATION, JOHN DOE, and JANE DOE

DOCUMENT **ORDER (Claims Process – Osoyoos Mountain Estates Inc.)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **MLT AIKINS LLP**
Suite 2200, 10235 – 101st Street
Edmonton, AB T5J 3G1
Lawyer: Jeffrey M. Lee, K.C./Carly Toronchuk
Telephone: 306.975.7136 / 780.969.5096
Fax: 306.975.7145 / 780.969.3546
Email: jmlee@mltaikins.com/ctoronchuk@mltaikins.com
File No.: 107691.15

DATE ON WHICH ORDER WAS PRONOUNCED: June 19, 2024

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

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

UPON THE APPLICATION of Ernst & Young Inc., in its capacity as Court-appointed receiver (the “**Receiver**”) of the current and future assets, undertakings and properties of Osoyoos Mountain Estates Inc. (“**OMEI**”); **AND UPON** having read the Receivership Order of the Honourable Associate Chief Justice K. G. Nielsen granted on August 31, 2023 (the “**Receivership Order**”); **AND UPON** having reviewed the Third Report of the Receiver dated June 10, 2024 (the “**Third Report**”), the Bench Brief of the Receiver (with authorities) dated June 10, 2024, and the Affidavit of Service; **AND UPON** hearing submissions from counsel for the Receiver, and from any other parties present,

IT IS HEREBY ORDERED THAT:

APPROVAL OF CLAIMS PROCESS

1. The Process set forth in the attached **Schedule “A”** for determining claims of creditors of OMEI (the “**Claims Process**”) is hereby approved, and the Receiver is authorized and directed to implement the Claims Process.

INTERPRETATION AND GENERAL PROVISIONS

2. Service of notice of this application and supporting materials (collectively the “**Application**”) is hereby declared to be good and sufficient, and 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.
3. For the purposes of this Claims Process Order, the Claims Process, and any of the notices appended hereto or set forth herein, the following terms shall have the following meanings:
 - a) “**Business Day**” means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Edmonton, Alberta;
 - b) “**Calendar Day**” means a day, including Saturday, Sunday, or any statutory holiday;
 - c) “**Claim**” means any right or claim of any Person that exists as of the date of this Order against OMEI, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued or accruing thereon, or costs payable in respect thereof, including (without limitation) any claim arising in tort (whether intentional or unintentional), breach of contract or other agreement, breach of duty (including, without limitation, any legal, statutory, express, implied, equitable or fiduciary duty) or by reason of any right of ownership to title to property or assets or right

to a trust or deemed trust (statutory, express, implied, resulting, constructive, or otherwise) and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including (without limitation) any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, which indebtedness, liability, or obligation, and any interest accrued thereon or costs payable in respect thereof would be a debt provable in bankruptcy had OMEI become bankrupt, and includes:

- i. that portion of any Claim (as defined herein) that is secured by security validly charging or encumbering property or assets of OMEI (including statutory and possessory liens) up to the value of such collateral and duly and properly perfected in accordance with the relevant legislation in the appropriate jurisdiction as of the date hereof; and
 - ii. a Subsequent Claim.
- d) “**Claims Bar Date**” means 5:00 P.M. (Edmonton time) on July 31, 2024, or such later date as may be ordered by the Court;
- e) “**Claims Package**” means the document package to be sent to all Creditors of OMEI, which document package shall include a Notice to Creditor, a Proof of Claim, and such other materials and notices as the Receiver may consider necessary or appropriate;
- f) “**Claims Process Order**” means this Claims Process Order;
- g) “**Court**” means the Court of King’s Bench of Alberta;
- h) “**Creditor**” means any person asserting a Claim;
- i) “**Dispute Package**” means, with respect to any Claim, a copy of the related Proof of Claim, a Notice of Revision or Disallowance, and a Notice of Dispute;
- j) “**Known Creditors**” means those Creditors which are identifiable and ascertainable by the Receiver as Creditors with a Claim, as disclosed by the books and records of OMEI, and

whose Claim remains unpaid, in whole or in part, as at the date of this Claims Process Order;

- k) **“Newspaper Notice”** means a newspaper notice to Creditors of OMEI, in substantially the form attached hereto as **Schedule “B”**;
- l) **“Notice of Revision or Disallowance”** means a notice in substantially the form attached hereto as **Schedule “C”**;
- m) **“Notice of Dispute”** means a notice in substantially the form attached hereto as **Schedule “D”**;
- n) **“Notice to Creditor”** means a notice to a creditor of OMEI from the Receiver, in substantially the form attached hereto as **Schedule “E”**;
- o) **“OMEI”** means the corporation known as Osoyoos Mountain Estates Inc.;
- p) **“Person”** shall be broadly interpreted, and shall include an individual, firm, partnership, joint venture, fund, limited liability company, unlimited liability company, association, trust, corporation, unincorporated association or organization, syndicate, committee, the government of a country or any political subdivision thereof, or any agency, board, tribunal, commission, bureau, or any other entity, howsoever designated or constituted, including any Taxing Authority, and the trustees, executors, administrators or other legal representatives of an individual;
- q) **“Proof of Claim”** means a proof of claim in substantially the form attached hereto as **Schedule “F”**;
- r) **“Proven Claim”** means the amount, status, and/or validity of the Claim of a Creditor as finally determined in accordance with this Claims Process Order and the Claims Process, and for greater certainty, a Proven Claim will be “finally determined” for the purposes of this definition in each of the following cases:
 - i. a Claim has been accepted by the Receiver;
 - ii. the applicable time period for filing a Notice of Dispute in response to a Notice of Revision or Disallowance in respect of a Claim has expired, and no Notice of Dispute has been filed in accordance with this Claims Process Order; or

- iii. a court of competent jurisdiction has made a determination with respect to the amount, status, and/or validity of a Claim, and no appeal or application for leave to appeal therefrom has been taken or served on either party, or where any such appeal or application for leave to appeal has been dismissed, determined, or withdrawn;
- s) “**Subsequent Claim**” means a claim by a Creditor arising after the date of this Claims Process Order, and includes, for greater certainty, a Claim in respect of the disclaimer after the date of this Claims Process Order, of any contract, lease, or other arrangement or agreement of any nature whatsoever, whether oral or written, and any amending agreement related thereto;
- t) “**Subsequent Claims Bar Date**” means the later of: (i) the Claims Bar Date, or (ii) 5:00 P.M. (Edmonton Time) on the day which is thirty (30) Calendar Days after the date on which a Subsequent Claim arose, provided that where the Subsequent Claims Bar Date would otherwise fall on a Saturday, Sunday, or statutory holiday, the Subsequent Claims Bar Date shall in all such cases be deemed to fall on the next Business Day;
- u) “**Tax**” or “**Taxes**” means any and all amounts subject to a withholding or remitting obligation and any and all taxes, duties, fees, and other governmental charges, duties, impositions and liabilities of any kind whatsoever whether or not assessed by the Taxing Authorities (including any Claims by any of the Taxing Authorities), including all interest, penalties, fines, fees, other charges, and additions with respect to such amount;
- v) “**Taxing Authorities**” means His Majesty the King, His Majesty the King in right of Canada, His Majesty the King in right of any province or territory of Canada, Canada Revenue Agency, any similar revenue or taxing authority of each and every province or territory of Canada and any political subdivision thereof, and any Canadian or foreign governmental authority, and “**Taxing Authority**” means any one of the Taxing Authorities;
- w) “**Tax Claim**” means any and all Claims of any Taxing Authority in respect of any taxation year or period ending on or prior to the date of this Claims Process Order; and
- x) “**Website**” means the website maintained by the Receiver located at www.ey.com/ca/OMEI.

NOTICE OF CLAIMS PROCESS AND BARRING OF CLAIMS

4. Any Creditor who fails to deliver a Proof of Claim in respect of a Claim in accordance with this Claims Process Order and the Claims Process, and on or before the Claims Bar Date, or (in the event of a Subsequent Claim) the Subsequent Claims Bar Date, shall:
 - a) be forever barred, estopped and enjoined from asserting or enforcing any Claim against OMEI, and such Claim or Claims shall be forever extinguished; and
 - b) not be entitled to any further notice in these proceedings.

NOTICE SUFFICIENT

5. The publication of the Newspaper Notice, the posting of the Claims Package and this Claims Process Order on the Website, and the mailing to the Creditors of the Claims Package in accordance with the Claims Process and this Claims Process Order shall constitute good and sufficient service and delivery of (i) notice of this Claims Process Order, (ii) the Claims Bar Date, and (iii) the Subsequent Claims Bar Date, on all Creditors, Persons wishing to assert a claim as a Creditor, and any other Person who may be entitled to receive service or notice thereof, and no other document or material need be sent to or served upon any Creditor in respect of this Claims Process Order.

FILING OF PROOFS OF CLAIM

6. A Proof of Claim shall be deemed filed in a timely manner only if delivered by registered mail, personal delivery, courier, email (in PDF format) or facsimile transmission so as to actually be received by the Receiver on or before (as the case may be) the Claims Bar Date or the Subsequent Claims Bar Date.

NOTICES AND COMMUNICATION

7. Except as otherwise provided herein, the Receiver may deliver any notice or other communication to be given under this Claims Process Order to Creditors or other interested Persons by forwarding true copies thereof by ordinary mail, courier, personal delivery, facsimile or email to such Creditors or Persons at the address last shown on the books and records of OMEI.

8. Service on, or delivery of any notice or communication to, a Creditor or other interested Person by courier, personal delivery, facsimile or email shall be deemed to be received on the next Business Day following the date of forwarding thereof or, if sent by ordinary mail, on the third Business Day after mailing within Alberta, the fifth Business Day after mailing within Canada, and the tenth Business Day after mailing outside of Canada.
9. Where a Creditor or other interested Person is represented by counsel, the Receiver may serve or deliver any notice or communication on such counsel in any manner permitted by this Claims Process Order, and service of a notice or communication on counsel shall constitute service on the Creditor or other interested Person represented by such counsel.
10. Any notice or other communication to be given to the Receiver under this Claims Process Order by a Creditor or other interested Person, shall be in writing, and shall be in substantially the form provided for in this Claims Process Order. Such notice or communication will be sufficiently given only if delivered by registered mail, courier, email (in PDF format), personal delivery or facsimile transmission, addressed to:

Ernst & Young Inc., Court-appointed receiver of Osoyoos Mountain Estates Inc.
Attention: Matt Hanrahan
#2200, 215 - 2 St, SW
Calgary, AB T2P 1M4
Email: matt.hanrahan@parthenon.ey.com
Fax: (403) 290 4265

11. In the event that the day on which any notice or communication required to be delivered pursuant to this Claims Process Order is not a Business Day, then such notice or communication shall be required to be delivered on the following Business Day.
12. In the event of any strike, lockout or other event which interrupts postal service in any part of Canada, all notices and communications to be delivered during such interruption may only be delivered by personal delivery, courier, email, or facsimile transmission, and any notice or communication given or made by prepaid mail within the five (5) Business Day period immediately preceding the commencement of such interruption, unless actually received, shall be deemed not to have been delivered.

GENERAL

13. The Receiver is authorized to use its reasonable discretion as to the adequacy of compliance with respect to the manner in which Proofs of Claim and Notices of Dispute are completed and executed

and may, if it is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of the Claims Process, as to the completion and execution of Proofs of Claim, and Notices of Dispute.

14. The Receiver, in addition to its prescribed powers and duties under the Receivership Order, and under any statute, is authorized and directed to take such other actions and fulfill such other roles as are contemplated by the Claims Process and this Claims Process Order.
15. References in this Claims Process Order to the singular shall include the plural, and references to the plural shall include the singular, and references to any gender shall include the other gender.
16. The Receiver may apply to this Court from time to time for such further order or orders as it considers necessary or desirable to amend, supplement, or replace the Claims Process or this Claims Process Order.

Justice of the Court of King's Bench of Alberta

Schedule “A”

CLAIMS PROCESS

Notice of Claims Process

1. The Receiver shall cause a Claims Package to be sent to each Known Creditor by regular prepaid mail, fax, courier, or email on or before June 26, 2024.
2. The Receiver shall cause the Newspaper Notice to be published in one edition of the *Edmonton Journal* newspaper and in one edition of the *South Okanagan Times-Chronicle* newspaper on or before June 26, 2024.
3. The Receiver shall cause the Claims Package to be posted on the Website on or before June 26, 2024.
4. The Receiver shall send a Claims Package to any person requesting such material as soon as practicable upon receipt by the Receiver of a written request for a Claims Package from such Person.

Filing of Proofs of Claim and Determination of Claims

5. Every Creditor asserting a Claim against OMEI under this Claims Process shall set out its aggregate Claim in a written Proof of Claim and shall deliver that Proof of Claim so that it is received by the Receiver by no later than the Claims Bar Date, failing which such Creditor shall stand forever barred, estopped, and enjoined from asserting or enforcing any Claim against OMEI, and such Claim or Claims shall be forever extinguished.
6. Every Creditor asserting a Subsequent Claim against OMEI under this Claims Process shall set out its aggregate Subsequent Claim in a written Proof of Claim, and shall deliver that Proof of Claim so that it is received by the Receiver no later than the Subsequent Claims Bar Date, failing which such Creditor shall stand forever barred, estopped, and enjoined from asserting or enforcing any Claim against OMEI, and such Claim or Claims shall be forever extinguished.
7. The Receiver shall review each Proof of Claim received by the Claims Bar Date or the Subsequent Claims Bar Date, as applicable, and shall accept, revise, or disallow the Claim set out in such Proof of Claim.

8. The Receiver may attempt to resolve the classification and amount of a Claim by consent through negotiations with the Creditor in respect of such Claim, either before or after accepting, revising, or disallowing such Claim.
9. If the Receiver accepts a Claim as set forth in a Proof of Claim submitted to the Receiver in accordance with this Claims Process, that Claim shall be a Proven Claim.
10. If the Receiver chooses to revise or disallow a Claim, the Receiver shall advise the Creditor asserting such Claim of its decision by sending a Notice of Revision or Disallowance to such Creditor.
11. Any Creditor who disputes the classification or amount of its Claim as set forth in a Notice of Revision or Disallowance, shall deliver a Notice of Dispute to the Receiver by 5:00 P.M. (Edmonton Time) on the day that is fifteen (15) days after the date of the Notice of Revision or Disallowance. In addition, such disputing Creditor must file an application with the Court, supported by an affidavit setting out the basis for the Claim, and must serve the application and affidavit upon the Receiver immediately upon filing. The application must be scheduled by the disputing Creditor within ten (10) calendar days after the date on which the Notice of Dispute was received by the Receiver.
12. Any Creditor who fails to deliver a Notice of Dispute and schedule an application with the Court by the deadlines set forth in this Claims Process shall be deemed to accept the classification and amount of its Claim as set out in the Notice of Revision or Disallowance, and such Claim as set out in the Notice of Revision or Disallowance shall be a Proven Claim.
13. Upon receipt of a Notice of Dispute, the Receiver may attempt to resolve the classification and amount of the Claim with the Creditor by consent.
14. If a Claim is resolved by consent between the Receiver and a Creditor, the Receiver may accept a revised Proof of Claim setting forth the agreed classification and amount of the Claim, and such Claim will be a Proven Claim.

Schedule “B”

NEWSPAPER NOTICE TO CREDITORS OF OSOYOOS MOUNTAIN ESTATES INC.

NOTICE OF CLAIMS PROCESS IN THE RECEIVERSHIP OF OSOYOOS MOUNTAIN ESTATES INC. (“OMEI”)

On August 31, 2023, Ernst & Young Inc. (“EYI”) was appointed as receiver of the current and future assets, undertakings, and properties of Osoyoos Mountain Estates Inc. (“OMEI”), pursuant to an order of the Court of King’s Bench of Alberta (the “Court”).

On June 19, 2024, the Court granted a further order, prescribing the process by which the identity and status of all creditors of OMEI is to be established for the purposes of the receivership proceedings (the “**Claims Process Order**”). A copy of the Claims Process Order may be accessed online at www.ey.com/ca/OMEI.

Capitalized terms not defined herein have the meaning given to those terms in the Claims Process Order.

Pursuant to the Claims Process Order, the Receiver is required, by June 26, 2024, to send a Claims Package to each Known Creditor, with instructions regarding a Claims Process whereby a Creditor of OMEI can submit and prove a Claim. In addition, the Claims Process Order requires the Receiver to publish this notice, in order to give notice of this proceeding to any Creditors who are not Known Creditors.

If you wish to assert a Claim against OMEI, you may request a Claims Package by submitting a request in writing to the Receiver at the following address:

Ernst & Young Inc., Court-appointed receiver of Osoyoos Mountain Estates Inc..
Attention: Matt Hanrahan
#2200, 215 - 2 St, SW
Calgary, AB T2P 1M4
Email: matt.hanrahan@parthenon.ey.com
Fax: (403) 290 4265

All Creditors, including Known Creditors, who wish to assert a Claim against OMEI must submit a completed Proof of Claim to the Receiver at the above address on or before 5:00 PM (Edmonton Time) on July 31, 2024 (the “**Claims Bar Date**”).

All Creditors who wish to assert a Subsequent Claim against OMEI must submit a completed Proof of Claim to the Receiver at the above address on or before 5:00 P.M. on the later of (i) the Claims Bar Date, or (ii) the day that is thirty (30) days after the date on which such Subsequent Claim arose (the “**Subsequent Claims Bar Date**”).

Please note that your Proof of Claim Form must be delivered by registered mail, personal delivery, e-mail (in PDF format), courier or facsimile transmission, and must be actually received by the Receiver, on or before the Claims Bar Date, or (as the case may be) the Subsequent Claims Bar Date, at the above address.

If you are a Creditor, and you do not submit a Proof of Claim to the Receiver on or before the Claims Bar Date, or (in the case of a Subsequent Claim) the Subsequent Claims Bar Date, your Claim will be barred and extinguished forever.

The publication of this Newspaper Notice to Creditors of OMEI, the solicitation of Proofs of Claim by the Receiver, and/or the sending of a Proof of Claim by a Claimant to the Receiver, does not grant any Claimant or any Person standing in the receivership of OMEI.

Schedule “C”

Notice of Revision or Disallowance

To: [NAME AND ADDRESS OF CREDITOR] (the “Claimant”)

Date:

Proof of Claim No.

IN THE MATTER OF THE RECEIVERSHIP OF OSOYOOS MOUNTAIN ESTATES INC.
 (“OMEI”)

Take notice that Ernst & Young Inc., in its capacity as court-appointed receiver of OMEI (the “Receiver”), has reviewed the (*Proof of Claim*) in respect of the above-named (*Claimant*) and has assessed the (*Proof of Claim*) in accordance with the order of the Alberta Court of King’s Bench issued on June 19, 2024 (the “Claims Process Order”).

All capitalized terms not defined herein have the meaning given to such terms in the Claims Process Order.

The Receiver has reviewed your (*Proof of Claim*) in accordance with the Claims Process Order, and has revised or disallowed your Claim, for the following reason(s):

Subject to further dispute by you in accordance with the Claims Process, your Claim will be allowed as follows:

Name of Claimant	Claim Amount per Proof of Claim	Classification of Claim per Proof of Claim	Amount of Claim revised/ disallowed	Classification of Claim revised/ disallowed
	\$		\$	

IF YOU WISH TO DISPUTE THE REVISION OR DISALLOWANCE OF YOUR CLAIM AS SET FORTH HEREIN YOU MUST TAKE THE STEPS OUTLINED BELOW

The Claims Process Order provides that if you disagree with the revision or disallowance of your claim as set forth herein, you must:

1. before 5:00 P.M. on the fifteenth (15th) Calendar Day after your receipt of this Notice of Revision or Disallowance, whichever is earlier, deliver to the Receiver a completed Notice of Dispute; and
2. file an application with the Court, with copies to be sent to the Receiver immediately after filing, with such application to be:
 - i. supported by an affidavit setting out the basis for disputing this Notice of Revision or Disallowance; and
 - ii. returnable within ten (10) Calendar Days of the date on which the Receiver receives your completed Notice of Dispute.

If you do not dispute the revision or disallowance of your Claim in accordance with the above instructions and the Claims Process Order, the amount and classification of your Claim will be deemed to be accepted, and the Claim shall be a Proven Claim in the amount, and classification, set forth herein.

If you have any questions or concerns regarding the Claims Process, or the attached materials, please contact the Receiver directly.

DATED the ____ day of _____, 2024

Ernst & Young Inc., in its capacity as Receiver of Osoyoos Mountain Estates Inc.

Per: _____

Schedule “D”

Notice of Dispute

To: Ernst & Young, Inc., in its capacity as Court-Appointed Receiver of Osoyoos Mountain Estates Inc. (the “**Receiver**”)

Date:

Proof of Claim No.:

Claimant: [NAME AND ADDRESS OF CLAIMANT] (the “**Claimant**”)

IN THE MATTER OF THE RECEIVERSHIP OF OSOYOOS MOUNTAIN ESTATES INC. (“OMEI”)

Pursuant to the Claims Process Order dated June 19, 2024 (the “**Claims Process Order**”), the (*Claimant*) hereby gives notice that it disputes the Notice of Revision or Disallowance dated _____, 2024, issued by the Receiver.

The (*Claimant*) disputes the Claim as revised or disallowed in the said Notice of Revision or Disallowance as follows:

Amount of Revised Claim accepted by Receiver	Amount of Revised Claim as disputed	Classification of Revised Claim by Receiver	Classification of Revised Claim as disputed
\$	\$		

Reason for the dispute (*attach copies of any supporting documentation*)

Address for service of Notice of Dispute of Revision or Disallowance:

Ernst & Young Inc., Court-appointed receiver of Osoyoos Mountain Estates Inc..
Attention: Matt Hanrahan
#2200, 215 - 2 St, SW
Calgary, AB T2P 1M4
Email: matt.hanrahan@parthenon.ey.com
Fax: (403) 290 4265

Pursuant to the Claims Process,

1. the (*Claimant*) has commenced an application with the Court to resolve the dispute over its Claim as set forth herein, and will serve the Receiver with application materials under separate cover and
2. The return date for the (*Claimant's*) application is _____, 2024.

THIS FORM AND ANY REQUIRED SUPPORTING DOCUMENTATION MUST BE RETURNED TO THE RECEIVER BY REGISTERED MAIL, PERSONAL SERVICE, EMAIL (IN PDF FORMAT), FACSIMILE OR COURIER TO THE ABOVE-NOTED ADDRESS, AND MUST BE RECEIVED BY THE RECEIVER BEFORE 5:00 PM ON THE FIFTEENTH CALENDAR DAY AFTER THE DATE OF THE NOTICE OF REVISION OR DISALLOWANCE.

DATED this ____ day of _____, 2024

Witness

Per: _____

(*Name of Claimant*)

(*if Claimant is not an individual,
print name and title of authorized signatory*)

Name: _____

Title: _____

Schedule “E”

NOTICE TO CREDITORS OF OSOYOOS MOUNTAIN ESTATES INC.

TO: [NAME]

On August 31, 2023, Ernst & Young Inc. (“EYI”) was appointed as receiver of the current and future assets, undertakings, and properties of Osoyoos Mountain Estates Inc. (“OMEI”), pursuant to an order of the Court of King’s Bench of Alberta (the “Court”).

On June 19, 2024, the Court granted a further Order, prescribing the process by which the identity and status of all creditors of OMEI is to be established for the purposes of the receivership proceedings (the “**Claims Process Order**”). A copy of the Claims Process Order may be accessed online at www.ey.com/ca/OMEI.

Capitalized terms not defined herein have the meaning given to such terms in the Claims Process Order.

Pursuant to the Claims Process Order, the Receiver is required to send a notice to each known creditor of OMEI.

Any Person wishing to assert a Claim against OMEI, must send a completed Proof of Claim to the Receiver, and such Proof of Claim must be actually received by the Receiver no later than **5:00 P.M. (Edmonton Time) on July 31, 2024 (the “Claims Bar Date”)**.

All Proofs of Claim should be delivered by registered mail, personal delivery, courier, email (in PDF format) or facsimile transmission to the following address:

Ernst & Young Inc., Court-appointed receiver of Osoyoos Mountain Estates Inc..
Attention: Matt Hanrahan
#2200, 215 - 2 St, SW
Calgary, AB T2P 1M4
Email: matt.hanrahan@parthenon.ey.com
Fax: (403) 290 4265

A copy of the Proof of Claim form is enclosed; however, further copies of the Proof of Claim form may be accessed at www.ey.com/ca/OMEI.

If you do not submit a Proof of Claim on or before the Claims Bar Date, your Claim will be **barred and extinguished forever**, and you will not be entitled to further notice of these proceedings. If you have any questions regarding the Claims Process, or the attached materials, please contact the Receiver directly.

Dated the ____ day of June, 2024, at Edmonton, Alberta,

Ernst & Young, Inc., in its capacity as court-appointed Receiver of Osoyoos Mountain Estates Inc.

Per:

Schedule “F”

PROOF OF CLAIM

**IN THE MATTER OF THE RECEIVERSHIP OF OSOYOOS MOUNTAIN ESTATES INC.
 (“OMEI”)**

Regarding the claim of _____ (the “Claimant”)

All notices or correspondence regarding this claim are to be forwarded to the Claimant at the following address:

Telephone Number: (____) ____ - ____

Facsimile Number: (____) ____ - ____

Email address: _____

Attention (Contact Person): _____

(All future correspondence will be delivered to the designated email address unless the Claimant specifically requests hard copies)

☐ Please provide hard copies of correspondence to the address above.

I, _____ *(name of Claimant or authorized representative)*, of
_____ *(City, Province or State)*, do hereby certify that:

1. The Claimant has received a Claims Package from the Receiver and wishes to assert a Claim.
2. I am the Claimant.

OR

I am _____ *(position/title)* of the Claimant.

3. I have knowledge of all the circumstances connected with the claim referred to in this form.
4. The Claimant states that OMEI was at August 31, 2023, and still is, indebted to the Claimant in the sum of CDN\$ _____ *(insert CDN\$ value of claim)* as shown by the statement of account attached hereto and marked Schedule “A”.

If the claim is to be reduced by deducting any counterclaim to which the OMEI is entitled, or amounts associated with the return of equipment or assets by OMEI, please specify.

The statement of account must specify the evidence in support of the claim including the date and location of the delivery of all services and materials. Any claim for interest must be supported by contractual documentation evidencing the entitlement to interest.

5. A. UNSECURED CLAIM OF \$_____. That in respect of this claim the Claimant does not hold and has not held any assets as security.

B. SECURED CLAIM OF \$_____. That in respect of this claim the Claimant holds assets valued at \$_____ as security, particulars of which are as follows:

Give full particulars of the security, including the date on which the security was given and the value at which the claimant assesses the security together with the basis of valuation, and attach a copy of the security documents as Schedule "B".

DATED this ____ day of _____, 2024

Witness

Per: _____

Name of Claimant:

(if Claimant is not an individual,
print name and title of authorized signatory

Name: _____

Title: _____