

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

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COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

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DOCUMENT **RECEIVER'S COMPLETION CERTIFICATE**

ADDRESS FOR
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INFORMATION OF
PARTY FILING THIS
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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

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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