



No. S174308
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

INDUSTRIAL ALLIANCE INSURANCE AND FINANCIAL SERVICES INC.

PLAINTIFF

AND:

WEDGEMOUNT POWER LIMITED PARTNERSHIP
WEDGEMOUNT POWER (GP) INC.
WEDGEMOUNT POWER INC.
THE EHRHARDT 2011 FAMILY TRUST
POINTS WEST HYDRO POWER LIMITED PARTNERSHIP
by its general partner POINTS WEST HYDRO (GP) INC.
CALAVIA HOLDINGS LTD.
SWAHEALY HOLDING LIMITED
BRENT ALLAN HARDY
DAVID JOHN EHRHARDT
28165 YUKON INC.
PARADISE INVESTMENT TRUST
SUNNY PARADISE INC.

DEFENDANTS

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE

MARCH 24, 2021

MR. JUSTICE GROVES

THE APPLICATION of Deloitte Restructuring Inc. in its capacity as Court-appointed Receiver (the "Receiver") of the assets, undertakings and properties of Wedgemount Power Limited Partnership, Wedgemount Power (GP) Inc. and Wedgemount Power Inc. (collectively, the "Debtors") coming on for hearing by telephone at Vancouver, British Columbia, on the ~~5th~~^{24th} day of March, 2021; AND ON HEARING Vicki Tickle, counsel for the Receiver, and those other counsel listed on Schedule "A" hereto; AND UPON READING the material filed, including the

Receiver's First Report to Court dated April 2, 2018, the Receiver's Second Report to Court dated December 5, 2019, the Receiver's Third Report to Court dated July 30, 2020 and the Receiver's Fourth Report to Court dated March 1, 2021 (collectively, the "Reports"), and Affidavit #3 of Melinda McKie, Affidavit #1 of Colin Brousson and Affidavit #2 of Vicki Tickle (collectively, the "Fee Affidavits");

THIS COURT ORDERS AND DECLARES THAT:

1. The time for service of the Notice of Application is hereby abridged such that it is returnable today.
2. The activities of the Receiver, as set out in the Reports, are hereby approved; provided however that only Deloitte Restructuring Inc. in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.
3. The fees and disbursements of the Receiver and its counsel, as set out in the Reports and the Fee Affidavits, are hereby approved.
4. After payment of the fees and disbursements of the Receiver as herein approved, and any other amount(s) which the Receiver may be ordered and directed to pay to Glacier Creek Contracting Ltd., the Receiver shall pay all funds remaining in its hands to Industrial Alliance Insurance and Financial Services Inc.
5. Upon payment of the amounts set out in paragraphs 3 and 4 hereof and upon the Receiver filing a certificate certifying that it has completed the remaining outstanding activities described in the Receiver's Fourth Report to Court dated March 1, 2021, the Receiver shall be discharged as Receiver of the assets, undertaking and property of the Debtors, provided 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 Deloitte in its capacity as Receiver.

6. Deloitte Restructuring Inc. is hereby released and discharged from any and all liability that Deloitte Restructuring Inc. now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Deloitte Restructuring Inc. while acting in its capacity as Receiver herein, save and except any claim or liability arising out of fraud, gross negligence or wilful misconduct on the part of Deloitte Restructuring Inc. Without limiting the generality of the foregoing, Deloitte Restructuring Inc. is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings.
7. Notwithstanding any provision herein, this Order shall not affect any person to whom notice of these proceedings was not delivered as required by the *Bankruptcy and Insolvency Act* and regulations thereto, any other applicable enactment or any other Order of this Court.
8. Endorsement of this Order by counsel appearing on this application, other than counsel for the Receiver, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of Vicki Tickle
Lawyer for the Receiver.

BY THE COURT



REGISTRAR

SCHEDULE "A"

List of Counsel

Counsel Name	Party Represented
Emma Newbery	Glacier Creek Contracting Ltd.
Alex McCawley	Gowling WLG (Canada) LLP

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