

This is the 3rd Affidavit
of M. McKie in this case
and was made on July 4th, 2018

Court of Appeal File No. CA 45324
Supreme Court File No. S174308
Supreme Court Registry: Vancouver

IN THE COURT OF APPEAL OF BRITISH COLUMBIA

BETWEEN:

VANCOUVER

INDUSTRIAL ALLIANCE INSURANCE AND FINANCIAL SERVICES INC.

JUL 04 2018

**COURT OF APPEAL
REGISTRY**

Respondent
(Plaintiff)

AND:

WEDGEMOUNT POWER LIMITED PARTNERSHIP
WEDGEMOUNT POWER (GP) INC.
WEDGEMOUNT POWER INC.

Respondents
(Defendants)

AND:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

Appellant
(Applicant)

AFFIDAVIT

I, **Melinda McKie**, of 2800 – 1055 Dunsmuir Street, Vancouver, British Columbia, V7X 1P4,
SWEAR THAT:


1. I am a Senior Vice President of Deloitte Restructuring Inc. (the “**Receiver**”), the court-appointed Receiver and Manager of Wedgemount Power Limited Partnership

(“**Wedgemount LP**”), Wedgemount Power (GP) Inc. (“**Wedgemount GP**”), and Wedgemount Power Inc. (collectively, the “**Wedgemount Entities**”). As such, I have personal knowledge of the facts and matters hereinafter deposed to, save and except where the same are stated to be based on information and belief, and where so stated I verily believe them to be true.


2. I am authorized to swear this Affidavit on behalf of the Receiver.
3. On May 12, 2017, on the application of Industrial Alliance Insurance and Financial Services Inc. (“**IA**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 39 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253, as amended, the Receiver was appointed by Order of the Supreme Court of British Columbia (“**SCBC**”) as receiver of the Wedgemount Entities.
4. Since its appointment, the Receiver has at all times performed its duties and obligations pursuant to Part XI of the BIA. In particular:
 - (a) on May 19, 2017, in compliance with its obligations pursuant to sections 245 and 246 of the BIA, the Receiver delivered Notice and Statement of Receiver (in Form 87) to the Office of the Superintendent of Bankruptcy (the “**OSB**”), and posted a copy thereof to the Receiver’s website;
 - (b) on November 24, 2017, in compliance with its obligations pursuant to section 246(2) of the BIA, the Receiver delivered the First Interim Report of the Receiver to the OSB and posted a copy thereof to the Receiver’s website; and
 - (c) on May 24, 2018, in compliance with its obligations pursuant to section 246(2) of the BIA, the Receiver delivered the Second Interim Report of the Receiver to the OSB and posted a copy thereof to the Receiver’s website.

5. Attached hereto as **Exhibit "A"** is a copy of the Receiver's Notice of Application filed April 3, 2018 in SCBC Vancouver Registry Action No. S174308.

SWORN BEFORE ME at Vancouver,)
British Columbia, on July 4th, 2018.)

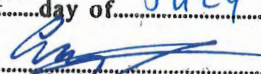


A commissioner for taking affidavits for
British Columbia



MELINDA MCKIE

Emily A. Csiszar
Barrister and Solicitor
McMillan LLP
1880 - 1085 West Georgia Street
PO Box 11117
Vancouver, BC V6E 4N7
t 604.689.9111
f 604.689.7084

This is Exhibit "A" referred to in the affidavit of MELINDA MCKIE sworn before me at VANCOUVER, BC this 4th day of JULY 2018

A Commissioner for taking affidavits
Within British Columbia

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 PWOER (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 INC.
SWAHEALY HOLDINGS LIMITED
BRENT ALLAN HARDY
DAVID JOHN EHRHARDT
28165 YUKON INC.
PARADISE INVESTMENT TRUST
SUNNY PARADISE INC.

DEFENDANTS

NOTICE OF APPLICATION

Name of applicant: Deloitte Restructuring Inc., in its capacity as Court-appointed receiver and manager (in such capacity, the "Receiver") of all of the assets, assets, undertakings and properties of Wedgemount Power Limited Partnership, Wedgemount Power (GP) Inc. and Wedgemount Power Inc.

To: The Service List attached hereto as Schedule "A".

TAKE NOTICE that an application will be made by the Receiver to the presiding judge at the courthouse at 800 Smithe Street, Vancouver, British Columbia on Friday, April 6, 2018 at 10:00 a.m. for the order(s) set out in Part 1 below.

Part 1: ORDER(S) SOUGHT

1. An order that the time for service of this Notice of Application and the materials referred to herein be abridged; and
2. A declaration that British Columbia Hydro and Power Authority (“**BCH**”) may not terminate the Electricity Purchase Agreement dated March 6, 2015 (the “**EPA**”) between BCH and Wedgemount Power Limited Partnership (“**Wedgemount LP**”), by its general partner, Wedgemount Power (GP) Inc. (“**Wedgemount GP**”), on the basis of any existing ground or fact,

both substantially in the form attached hereto as Schedule “B”; and

3. Such further and other relief and direction as counsel may advise and this Honourable Court may deem just.

Part 2: FACTUAL BASIS

1. By Order dated May 12, 2017 (the “**Receivership Order**”), made on the application of Industrial Alliance Insurance and Financial Services Inc. (“**IA**”). the Receiver was appointed as receiver, without security, of all of the assets, undertakings and properties of Wedgemount LP, Wedgemount GP and Wedgemount Power Inc. (collectively, the “**Wedgemount Entities**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Receivership Order.
2. The Receivership Order, among other things:
 - (a) expressly empowers and authorizes the Receiver to:
 - (i) “initiate, prosecute and continue the prosecution of any proceedings ... with respect to the Wedgemount Entities, the Property or the Receiver...” (paragraph 2(a));
 - (ii) “market any or all of 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” (paragraph 2(k));

(iii) “report to, meet with and discuss with such affected Persons ... as the Receiver deems appropriate on 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 (paragraph 2(n)); and

(iv) “take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations” (paragraph 2(s)); and

(b) provides that “[t]he Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder”.

3. The Wedgemount Entities are the owner and developer of a partly-constructed independent, run-of-river power project located on Wedgemount Creek, near Whistler, British Columbia (the “**Project**”).
4. Wedgemount LP and BCH are parties to the EPA, pursuant to which, BCH agreed to purchase electricity generated by the Project upon completion of construction and connection to the BCH grid (a process known as ‘interconnection’).
5. On January 19, 2018, counsel for BCH filed and served a Notice of Application (the “**BCH Application**”) pursuant to which BCH seeks the leave of this Honourable Court pursuant to paragraphs 8 and 9 of the Receivership Order to exercise its purported termination rights under the EPA. Both IA and the Receiver oppose the relief sought in the BCH Application.
6. The EPA refers to the “Commercial Operation Date” or “COD”, meaning the date on which Wedgemount LP was to have satisfied certain conditions necessary to begin selling electricity to BCH. Pursuant to the EPA, COD could occur any time up to two years after the “Target COD” was set.

7. Section 1.73 of Appendix 1 of the EPA defines Target COD to mean “September 30, 2015, as revised pursuant to either or both of sections 3.9 and 3.11, if applicable”.

Section 3.9 of the EPA states:

“If the Estimated Interconnection Facilities Completion Date is later than 90 days prior to the Target COD, and unless otherwise agreed by the Parties in writing, the Target COD shall be postponed to the Estimated Interconnection Facilities Completion Date plus 90 days.”

8. The EPA defines:

- (a) “Estimated Interconnection Facilities Completion Date” to mean “the most recent estimated date for completing the Interconnection Network Upgrades, as set forth in the Final Interconnection Study Report”; and

- (b) “Final Interconnection Study Report” to mean “the final report issued to [Wedgemount LP] by the Distribution Authority or the Transmission Authority, as applicable, in respect of the interconnection of the [Project], consisting of a system impact study report and a facilities study report.”

9. On May 18, 2017, representatives of the Receiver had the first of several discussions with BCH regarding the Project and the EPA.

10. On May 24, 2017, BCH provided the Receiver with a copy of the Draft Interconnection Facilities Study and Project Plan for the Project, dated August 16, 2016 (the “**Draft Report**”). To the best of the Receiver’s knowledge, no Final Interconnection Study has ever been issued for the Project.

11. The Receiver met with representatives of BCH on June 6, 2017 (the “**June 6 Meeting**”). During the June 6 Meeting, BCH representatives advised the Receiver, among other things, that:

- (a) Completion of the Project in the late summer of 2017 may be challenging from BCH’s perspective;

- (b) BCH would require immediate funding from the Receiver in order for BCH to re-engage its interconnection and properties projects teams;
 - (c) the Draft Report was still only in draft form, that the scope and route of interconnection had changed since the Draft Report had been issued, and that the Final Interconnection Study Report would not be issued until the route of interconnection was finalized and the interconnection engineering design work was further developed; and
 - (d) because the Draft Report was still in draft form, no Target COD had been set, and therefore there was no COD deadline of September 30, 2017.
12. The Receiver again met with representatives of BCH on June 15, 2017 (the “**June 15 Meeting**”). During the June 15 Meeting, BCH discussed various matters regarding the Project, including interconnection routing and related permitting.
13. Prior to the June 15 Meeting, the Receiver was aware that BCH had met with representatives of IA on June 14, 2017. After the June 15 Meeting, the Receiver was informed by IA that BCH had made similar representations to IA as BCH had made to the Receiver during the June 6 Meeting regarding the EPA and the lack of a hard deadline by which the Project had to reach COD in order for the EPA to remain in effect.
14. In reliance on the representations made by BCH, the Receiver:
- (a) disbursed \$105,000 to BCH in respect of its costs for work to be done from the date of the Receivership Order;
 - (b) worked with BCH’s interconnections group to significantly advance the engineering design for the Project’s distribution line and point of interconnection to BCH’s grid; and
 - (c) expended significant time and incurred costs in excess of \$1,400,000 in connection with:

- (i) the retention of various consultants and contractors necessary for the maintenance, permitting, monitoring and furtherance of construction of the Project;
- (ii) the conduct of a sales process in respect of the Project (the “**Sale Process**”), including establishing a virtual data room and answering extensive due diligence requests from interested parties;
- (iii) negotiations with various third parties to the Project, including the Lil’ Wat and Squamish Nations (together, the “**Nations**”); and
- (iv) application for and obtaining necessary permits and approvals from various governmental agencies.

BCH was aware of many of the Receiver’s activities.

15. In the course of the Sale Process, the Receiver has received two binding offers, and four non-binding offers, for the purchase of the Project. Several of these offers are subject to conditions regarding the continuation of the EPA.
16. On September 11, 2017, the Receiver requested by email confirmation from BCH that, based on BCH’s previous representations to the Receiver, the termination provision in paragraph 8.1(a) of the EPA is not applicable because the Draft Report remained in draft form and the Estimated Interconnection Facilities Completion Date remained subject to change pursuant to section 3.9 of the EPA.
17. On September 19, 2017, BCH advised the Receiver that it required further information and was not able to provide the confirmation sought by the Receiver at that time, but that receipt of the necessary information was imminent.
18. On September 25, 2017, the Receiver met with BCH, which informed the Receiver that BCH was in the process of reviewing its rights under the EPA and required more time to complete that analysis.

19. The Receiver continued to meet and correspond with BCH throughout October, November and December 2017, during the course of which, among other things:
 - (a) the Receiver responded to requests from BCH for information regarding the Sale Process, and provided status updates regarding the interconnection design and negotiations between the Receiver and the Nations;
 - (b) BCH indicated that it did not need the energy that would be produced by the Project once it was completed, but that BCH was prepared to consider its position in relation to the EPA and that changes may be required to the EPA to resolve BCH's termination rights;
 - (c) at BCH's request, the Receiver, BCH and IA negotiated (and the Receiver and IA executed) a non-disclosure agreement to allow discussions regarding the EPA to continue;
 - (d) at a meeting on November 20, 2017, BCH informed the Receiver that it expected to be able to provide a proposal (including a mark up of the existing document) in relation to an amended EPA within approximately two weeks; and
 - (e) (until on or about December 11, 2017) BCH continued to work with the Receiver to advance the interconnection design and permitting and to provide input on information being uploaded to the data room for the benefit of interested parties.
20. On January 19, 2018, BCH filed and served the BCH Application. Until that time, on the basis of the representations and conduct of BCH, the Receiver had understood that BCH would not terminate the EPA on the basis that the Project was not operational by the Target COD.
21. In the BCH Application, BCH expressly refers to purported rights of termination pursuant to:
 - (a) section 8.1(a) of the EPA, which provides for a termination right in favour of BCH "if COD does not occur by the second anniversary of Target COD; and

- (b) section 8.1(f) of the EPA, which provides for a termination right in favour of BCH if Wedgemount LP is “Bankrupt or Insolvent”, which is defined in Appendix I of the EPA to include the appointment of a receiver to Wedgemount LP.
22. By email dated March 23, 2018 and letter dated March 29, 2018, counsel for BCH has advised that it is BCH’s intention to seek to rely on an arbitration clause in the EPA and to challenge the jurisdiction of this Honourable Court to deal with certain issues raised by IA in response to the BCH Application.
23. The spring snow melt in Whistler is expected imminently. Environmental monitoring of the Project site and the temporary diversion channel, along with remedial works to manage run-off and tree falls, will be required in the next few weeks. There are also a number of other time sensitive issues that must be deal with imminently in order to preserve the Project and its value. Given the uncertainty associated with the status of the EPA, and these pressing matters, the Receiver requires a resolution to this issue be obtained swiftly.

Part 3: LEGAL BASIS

1. The Receiver relies on Part XI of the *Bankruptcy and Insolvency Act* (the “BIA”), including sections 247 and 248.
2. Pursuant to section 247(b) of the BIA, a receiver has a duty to deal with an insolvent company’s property in a commercially reasonable manner. This duty includes making efforts to obtain the best price possible (acting reasonably) for the assets over which it has been appointed (e.g. *Royal Bank of Canada v. Soundair Corp.*, [1991] O.J. No. 1137).
3. As acknowledged by BCH in the BCH Application, the EPA is fundamental to the value of the Project, and the termination of the EPA would have an adverse effect on the Wedgemount Entities, their creditors, and various other stakeholders, including the Nations.

4. Given the significance of the EPA to the Project, the Receiver took steps to determine BCH's position with respect to the EPA at the outset of the receivership. BCH made clear representations to the Receiver, most notably at the June 6 Meeting, to the effect that there was no COD deadline of September 30, 2017. The ongoing conduct of BCH, to and including December 2017, was consistent with those representations.
5. The Receiver has expended significant time and expense in reliance on BCH's representations and conduct. Given that BCH's representations were consistent with the express language of the EPA, the Receiver submits that it acted reasonably in relying on those representations.
6. The position taken by BCH in the BCH Application directly contradicts its previous representations. The BCH Application and subsequent correspondence from counsel for BCH evince a clear intention on the part of BCH to purport to terminate the EPA on any available ground.
7. Further, the Receiver is concerned that an arbitration of the issues raised in the BCH Application and IA's response thereto will be protracted, and that the consequent delay will hinder the Receiver from dealing with the various time-sensitive matters relating to the Project.
8. In the absence of the declaration sought by the Receiver herein, the Receiver would be unable to satisfy its obligations to the various stakeholders of the Wedgemount Entities and the Project, and those stakeholders would suffer significant detriment.

Part 4: MATERIAL TO BE RELIED ON

1. The Receivership Order;
2. 1st Affidavit of M. McKie sworn March 12, 2018;
3. 1st Affidavit of Paul Chambers sworn March 13, 2018;
4. 1st Affidavit of Michael Potyok sworn March 13, 2018;
5. 1st Affidavit of Stephanie Leduc sworn March 13, 2018;

6. 2nd Affidavit of Luc Fournier sworn March 13, 2018;
7. 1st Affidavit of Maxime Durivage sworn March 13, 2018;
8. 2nd Affidavit of Melinda McKie sworn April 2, 2018;
9. First Report of the Court Appointed Receiver and Manager dated April 2, 2018;
10. Confidential Supplement to the First Report of the Court Appointed Receiver and Manager dated April 2, 2018 (to be filed under seal); and
11. Such further and other material as counsel may advise and this Honourable Court may permit.

The applicant(s) estimate(s) that the application will take half a day.

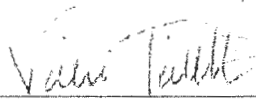
This matter is not within the jurisdiction of a master.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application,

- (a) file an application response in Form 33,
- (b) file the original of every affidavit, and of every other document, that
 - (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - (i) a copy of the filed application response;

- (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
- (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7 (9).

Date: April 2, 2018



Signature of Vicki Tickle
Lawyer for the Receiver

To be completed by the court only:

Order made

- in the terms requested in paragraphs _____ of Part 1 of this notice of application
- with the following variations and additional terms:

Date: [dd/mmm/yyyy]

Signature of Judge Master

SCHEDULE "A"

SERVICE LIST

<p>Gowling WLG (Canada) LLP 2300 – 550 Burrard Street Vancouver, BC V6C 2B5</p> <p>Colin D. Brousson Tel: 604-891-2286 email: colin.brousson@gowlingwlg.com</p> <p>Jeffrey Bradshaw 604-443-7649 email: Jeffrey.bradshaw@gowlingwlg.com</p> <p>Assistant: michele.hay@gowlingwlg.com Tel: 604-443-7628</p> <p><i>Counsel for the Plaintiff</i></p>	<p>Lawson Lundell LLP Suite 1600 Cathedral Place 925 West Georgia Street Vancouver, BC V6C 3L2</p> <p>Peter J. Roberts Tel: 604.685.3456 Fax: 604.669.1620 proberts@lawsonlundell.com</p> <p><i>Counsel for Wedgemount Power Limited Partnership, Wedgemount Power Inc. and Wedgemount Power (GP) Inc.</i></p>
<p>Miller Thomson LLP #400 - 725 Granville Street Vancouver, BC V7Y 1G5</p> <p>Gordon G. Plottel gplottel@millerthomson.com</p> <p>Amanda Baron abaron@millerthomson.com</p> <p><i>Counsel for Paradise Investment Trust, 28165 Yukon Inc. and Sunny Paradise Inc.</i></p>	<p>Borden Ladner Gervais LLP 1200 Waterfront Centre 200 Burrard Street Vancouver, BC V7X 1T2</p> <p>Magnus C. Verbrugge mverbrugge@blg.com</p> <p>Lisa Hiebert lhiebert@blg.com</p> <p><i>Counsel for British Columbia Hydro and Power Authority</i></p>
<p>Ratcliff & Company LLP 500 - 221 West Esplanade North Vancouver BC V7M 3J3</p> <p>F. Matthew Kirchner mkirchner@ratcliff.com</p> <p>Aaron Bruce abruce@ratcliff.com</p> <p><i>Counsel for Squamish Nation</i></p>	<p>Watson Goepel LLP 1700-1075 West Georgia Street Vancouver, BC V6E 3C9</p> <p>Thomas Keast, QC tkeast@watsongoepel.com</p> <p><i>Counsel for Brent Allan Hardy and David John Ehrhardt</i></p>

<p>Cheakamus Community Forest Society c/o Resort Municipality of Whistler 4325 Blackcomb Way Whistler, BC V0N 1B4 Email: info@cheakamuscommunityforest.com</p> <p>If email address above still bounces back send to the following</p> <p>Heather Beresford at Resort Municipality of Whistler -- hberesford@whistler.ca</p>	<p>Ministry of Justice and Attorney General Legal Services Branch Revenue and Taxation Group P.O. Box 9289 Stn Prov Govt 4th Floor – 1675 Douglas Street Victoria, BC V8W 9J7</p> <p>Aaron Welch Tel: 250-356-8589 Fax: 250-387-0700 Email: Aaron.Welch@gov.bc.ca AGLSBRevTax@gov.bc.ca</p> <p><i>Counsel for Her Majesty the Queen in Right of British Columbia</i></p>
<p>Colmac Capital Corp. #514 – 822 5th Ave Calgary, AB T2P 5R4 email: dwdelain@shaw.ca; kmaclean@colmaccapital.com</p>	<p>The Ehrhardt 2011 Family Trust 2011 Family Trust 5403 Buckingham Avenue Burnaby, BC V5E 1Z9</p> <p>David Ehrhardt, as trustee of the Ehrhardt</p>
<p>Travelers Capital Corporation Suite 501 – 4180 Lougheed Hwy. Burnaby, BC V5C 6A7 Mark Bohn Email: mbohn@travelerscapital.com</p>	<p>Eco Flow Energy Corporation 330 – 500 Victoria Street Prince George, BC V2L 2J9 email: pzell@ecoflowenergy.com</p>
<p>Swahealy Holding Limited 1266 Burns Road Gibsons, BC V0N 1V1</p>	<p>Calavia Holdings Ltd. 2511 Lawson Avenue West Vancouver, BC V7Y 2G1</p>
<p>Lil'wat Nation 82 Lr 10 Road, Mount Currie, BC V0N 2K0 Fax: 604-894-1518 Kerry Mehaffey, CEO, Lil'wat Management Services LP email: info@lilwat.ca</p> <p>David W. Dorrans Law Corporation David W. Dorrans email: dorransd@dwdlawcorp.ca</p>	<p>Bank of Montreal First Canadian Place, Mezzanine Level 100 King Street W Toronto, ON M5X 1A3 Marina Wilhelm Fax: (416) 867-2744 Paul Kyte Fax: (416) 867-2744</p>

<p>Points West Hydro Power Limited Partnership by its general partner Points West Hydro (GP) Inc. 2400, 525 -- 8th Avenue SW Calgary, AB T2P 1G1</p>	
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Appendix

[The following information is provided for data collection purposes only and is of no legal effect.]

THIS APPLICATION INVOLVES THE FOLLOWING:

[Check the box(es) below for the application type(s) included in this application.]

- discovery: comply with demand for documents
- discovery: production of additional documents
- other matters concerning document discovery
- extend oral discovery
- other matter concerning oral discovery
- amend pleadings
- add/change parties
- summary judgment
- summary trial
- service
- mediation
- adjournments
- proceedings at trial
- case plan orders: amend
- case plan orders: other
- experts

SCHEDULE "B"

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 PWOER (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 INC.
SWAHEALY HOLDINGS LIMITED
BRENT ALLAN HARDY
DAVID JOHN EHRHARDT
28165 YUKON INC.
PARADISE INVESTMENT TRUST
SUNNY PARADISE INC.

DEFENDANT(S)

ORDER MADE AFTER APPLICATION

BEFORE) THE HONOURABLE)
) JUSTICE) April 6, 2018
))
))

ON THE APPLICATION of Deloitte Restructuring Inc., in its capacity as the Court-appointed receiver and manager (in such capacity, the "Receiver") of all of the assets, undertakings and properties of Wedgemount Power Limited Partnership, Wedgemount Power (GP) Inc. and Wedgemount Power Inc., dated April 2, 2018 coming on for hearing at Vancouver, British Columbia on Friday, April 6, 2018 and on hearing Vicki Tickle, counsel for the Receiver, and those counsel listed in Schedule "A" hereto;

THIS COURT ORDERS AND DECLARES that:

1. The time for service of the Notice of Application and materials referred to therein be and is hereby abridged and the Notice of Application is properly returnable today.
2. British Columbia Hydro and Power Authority (“**BCH**”) may not terminate the Electricity Purchase Agreement dated March 6, 2015 between BCH and Wedgemount Power Limited Partnership, by its general partner, Wedgemount Power (GP) Inc., on the basis of any ground or fact existing as of the date of this Order.
3. 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 Deloitte Restructuring Inc., in its capacity as the Court-appointed receiver and manager of all of the assets, undertakings and properties of Wedgemount Power Limited Partnership, Wedgemount Power (GP) Inc. and Wedgemount Power Inc.

By the Court.

Registrar

SCHEDULE "A"

List of Counsel

Name of Counsel	Party
Colin Brousson	Industrial Alliance Insurance and Financial Services Inc.

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 PWOER (GP) INC.
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THE EHRHARDT 2011 FAMILY TRUST
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28165 YUKON INC.
PARADISE INVESTMENT TRUST
SUNNY PARADISE INC.

DEFENDANTS

ORDER MADE AFTER APPLICATION

Vicki Tickle
McMILLAN LLP

Suite 1500 - 1055 West Georgia Street, Vancouver, BC V6E 4N7
Phone: (604) 689-9111, File No. 252590 / VLT

No. S174308
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

INDUSTRIAL ALLIANCE INSURANCE AND FINANCIAL SERVICES INC.

PLAINTIFF

AND:

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DEFENDANTS

NOTICE OF APPLICATION

Vicki Tickle
McMILLAN LLP

Suite 1500 - 1055 West Georgia Street, Vancouver, BC V6E 4N7
Phone: (604) 689-9111, File No. 252590 / VLT