



No. VLC-S-S-216272  
Vancouver Registry

*In the Supreme Court of British Columbia*

Between

BANK OF MONTREAL

Petitioner

and

FIREWEED BREWING CORP., RAW ENERGY LTD., RONALD  
KISIC, ROBERT MAITLAND, HER MAJESTY THE QUEEN IN  
RIGHT OF CANADA, HER MAJESTY THE QUEEN IN RIGHT OF  
THE PROVINCE OF BRITISH COLUMBIA, 49<sup>TH</sup> PARALLEL  
GROUP INC. dba WESTERN CRAFT ALLIANCE

Respondents

**ORDER MADE AFTER APPLICATION**

**DISCHARGE ORDER**

BEFORE ) THE HONOURABLE MR./MADAM ) MAR. 30, 2022  
 ) JUSTICE STEPHENS )  
 ) )

THE APPLICATION of DELOITTE RESTRUCTURING INC., in its capacity as Court-appointed Receiver (the "Receiver") of the assets, undertakings and properties of Fireweed Brewing Corp. coming on for hearing <sup>via US Teams</sup> at Vancouver, British Columbia, on the 30<sup>th</sup> day of March, 2022; AND ON HEARING Jonathan L. Williams, counsel for the Receiver, and no one else appearing, although duly served; AND UPON READING the material filed, including the Report of the Receiver dated February 25, 2022 (the "Report") and the affidavit of Jeff Keeble, dated March 3, 2022 (the "Fee Affidavit") and the affidavit of Jonathan Williams, dated March 7, 2022 (the "Legal Fee Affidavit");

THIS COURT ORDERS AND DECLARES THAT:

1. The activities of the Receiver, as set out in the Report, are hereby approved.
2. The fees and disbursements of the Receiver and its counsel, as set out in the Report, the Fee Affidavit and the Legal Fee Affidavit, are hereby approved.
3. After payment of the fees and disbursements of the Receiver as herein approved, the Receiver shall pay all funds remaining in its hands to the Bank of Montreal.
4. Upon payment of the amounts set out in paragraph 3 hereof and upon the Receiver filing a certificate certifying that it has completed the remaining outstanding activities described in the Report, the Receiver shall be discharged as Receiver of the assets, undertaking and property of the Debtor, 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 Restructuring Inc. in its capacity as Receiver.
5. Deloitte Restructuring Inc. is hereby released and discharged from any and all liability the 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.
6. 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.

ENDORSEMENTS ATTACHED

{02048393;1}

BY THE COURT

REGISTRAR



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 Jonathan L. Williams, lawyer  
the Deloitte Restructuring Inc.

By the Court.

  
\_\_\_\_\_  
Registrar

CHECKED