



No. H230802
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

BANK OF MONTREAL

PETITIONER

AND

HARO-THURLOW STREET PROJECT LIMITED PARTNERSHIP, HARO AND THURLOW GP LTD., 1498280 B.C. LTD., 1104227 B.C. LTD., CLOUDBREAK HOLDINGS LTD., CM (CANADA) ASSET MANAGEMENT CO. LTD., FORSEED HARO HOLDINGS LTD., 1115830 B.C. LTD., TERRAPOINT DEVELOPMENTS LTD., KANG YU ZOU, WEI DONG, WEI ZOU, XIA YU AND TREASURY BAY HK LIMITED

RESPONDENTS

ORDER MADE AFTER APPLICATION

BEFORE) THE HONOURABLE JUSTICE FITZPATRICK) December 18, 2024
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ON THE APPLICATION of Deloitte Restructuring Inc., in its capacity as Court-appointed Receiver ("**Deloitte**" or the "**Receiver**") of the assets, undertakings and properties (the "**Property**") of Haro-ThurLOW Street Project Limited Partnership, Haro and Thurlow GP Ltd, and 1498280 B.C. Ltd. (collectively, the "**Debtors**"), coming on for hearing at Vancouver, BC on December 18, 2024, and on hearing Claire Hildebrand, counsel for the Receiver, and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the material filed, including Affidavit #1 of Peter L. Rubin, sworn November 26, 2024 (the "**Counsel Affidavit**"), Affidavit #1 of Jeff Keeble, made on November 26, 2024 (the "**Receiver Affidavit**"), the first report of the Receiver, dated August 16, 2024 (the "**First Report**"), the first confidential report of the Receiver dated August 22, 2024, and the second report of the Receiver dated November 26, 2024 (the "**Second Report**"),

THIS COURT ORDERS that:

1. The activities of the Receiver, as set out in the Second Report, are hereby approved; provided, however, that only the Receiver, in its personal capacity and with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.
2. The fees and disbursements of the Receiver and its counsel, as set out in the Second Report, the Receiver's Affidavit and the Counsel 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 (the "**Surplus Funds**") to Fasken Martineau DuMoulin LLP ("**Fasken**"), to be held by Fasken in trust and on a without prejudice basis with respect to all parties' legal rights and interests, pending further order of this Court. Any party claiming an interest in the Surplus Funds may apply to this Court, on notice to the last version of the Service List (as defined in the Receivership Order dated January 11, 2024 (the "**Receivership Order**")) posted to the Receiver's Website (also as defined in the Receivership Order).

4. Upon payment of the amounts set out in paragraph 3, the Receiver shall be discharged as Receiver of the assets, undertakings 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 stay of proceedings in favour of Deloitte in its capacity as Receiver.

5. Deloitte is hereby released and discharged from any and all liability that Deloitte now has or many hereafter have by reason of, or in any way arising out of, the acts or omissions of Deloitte while acting in its capacity as Receiver herein. Without limiting the generality of the foregoing, the Receiver 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, save for and except in the event of any gross negligence or willful misconduct of Deloitte in its capacity as Receiver herein.

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.

7. Endorsement of this Order by counsel appearing on this application, other than counsel to the Receiver, is hereby dispensed with.

8. 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 Claire Hildebrand
Lawyer for the Receiver



BY THE COURT.



Registrar



SCHEDULE "A"

Counsel List

Counsel Name	Party Represented
Kibben Jackson	Bowling Green
Scott Deaton / Craig Dennis / Ray Fisher	Forced into Holdings Ltd
Kim Carter	Terrapoint Developments Ltd Intreco Projects Ltd
Scott Turner	Turner and Company
Daniel Shoultz	Theresa By the Linker