

This is the 1st affidavit
of Lucy Williams in this case
and was made on July 30, 2020



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

DEFENDANTS

AFFIDAVIT

I, Lucy Williams, of Suite 1500, 1055 West Georgia Street, Vancouver, British Columbia, barrister and solicitor, SWEAR THAT:

1. I am an associate of the firm McMillan LLP, who are counsel in these proceedings to Deloitte Restructuring Inc. in its capacity as Court-appointed receiver and manager (in such capacity, the "Receiver") of the assets, undertakings and properties of Wedgemount Power Limited Partnership, Wedgemount Power (GP) Inc., and Wedgemount Power Inc. (collectively, the "Wedgemount Entities").
2. On or about July 14, 2020, I requested searches be conducted in the Personal Property Registry ("PPR") for Wedgemount Power Limited Partnership,

Lterm: XPSP0050 BC OnLine: PPRS SEARCH RESULT 2020/07/14
For: PI10138 MCMILLAN LLP 12:38:29

Index: BUSINESS DEBTOR

Search Criteria: WEDGEMOUNT POWER LIMITED PARTNERSHIP

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JUN 24, 2015 Reg. Length: INFINITY
Reg. Time: 09:43:26 Expiry Date: N/A
Base Reg. #: 683867I Control #: D3152666

This registration was selected and included for your protection because of close proximity to your search criteria.

Block#

S0001 Secured Party: TRAVELERS CAPITAL CORPORATION
STE 501 - 4180 LOUGHEED HWY
BURNABY BC V5C 6A7

D0001 Base Debtor: WEDGEMOUNT POWER INC
(Business) 5403 BUCKINGHAM AVE
BURNABY BC V5E 1Z9

D0002 Bus. Debtor: SWAHEALY HOLDING LIMITED
1266 BURNS RD
GIBSONS BC V0N 1V1

D0003 Bus. Debtor: CALAVIA HOLDINGS LTD
2511 LAWSON AVE
WEST VANCOUVER BC V7V 2G1

D0004 Bus. Debtor: POINTS WEST HYDRO POWER LP
2400, 525 - 8 AVE SW
CALGARY AB T2P 1G1

D0005 Bus. Debtor: POINTS WEST HYDRO POWER (GP) INC
2400, 525 - 8 AVE SW
CALGARY AB T2P 1G1

=D0006 Bus. Debtor: WEDGEMOUNT POWER (GP) INC
5403 BUCKINGHAM AVE
BURNABY BC V5E 1Z9

This is Exhibit "A" referred to in the
affidavit of Lucy Williams
sworn before me at Vancouver, BC
this 30 day of July, 2020
Vivian Tait
A Commissioner for taking affidavits
Within British Columbia

General Collateral:

(A) INVESTMENT PROPERTY OF EACH DEBTOR BEING ALL PRESENT AND AFTER-ACQUIRED SECURITIES (INCLUDING UNITS) IN THE CAPITAL OF WEDGEMOUNT POWER LIMITED PARTNERSHIP (THE "PARTNERSHIP") AND ALL RIGHTS, TITLE AND INTEREST IN THE PARTNERSHIP (COLLECTIVELY, THE "PARTNERSHIP UNITS");
(B) ALL PRESENT AND FUTURE RIGHTS, TITLE AND INTERESTS IN, TO AND UNDER THE SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT DATED JUNE 22, 2015 BETWEEN, INTER ALIA, THE DEBTOR AND WEDGEMOUNT POWER INC., AS THE SAME MAY BE FURTHER AMENDED, VARIED, SUPPLEMENTED, RESTATED OR REPLACED, IN EFFECT, FROM TIME TO TIME WITH RESPECT TO

Continued on Page 2

Search Criteria: WEDGEMOUNT POWER LIMITED PARTNERSHIP

Page: 2

THE PARTNERSHIP ("PARTNERSHIP AGREEMENT");

(C) ALL RIGHTS OF EACH DEBTOR TO RECEIVE MONEYS AND OTHER PROPERTY DUE AND TO BECOME DUE UNDER OR PURSUANT TO THE PARTNERSHIP UNITS AND THE PARTNERSHIP AGREEMENT (INCLUDING THE RIGHT TO RECEIVE DISTRIBUTIONS THEREUNDER);

(D) ALL RIGHTS OF EACH DEBTOR TO RECEIVE PROPERTY OR ASSETS OF THE PARTNERSHIP UPON LIQUIDATION OR DISSOLUTION OF THE PARTNERSHIP;

(E) ALL CASH, SECURITIES, DISTRIBUTIONS AND OTHER PROPERTY AT ANY TIME IN THE FUTURE AND FROM TIME TO TIME RECEIVED, RECEIVABLE OR OTHERWISE DISTRIBUTED IN RESPECT OF OR IN EXCHANGE FOR ANY OR ALL OF THE RIGHTS AND INTERESTS OF EACH DEBTOR IN THE PARTNERSHIP UNITS AND IN, TO AND UNDER THE PARTNERSHIP;

(F) ALL RIGHTS OF EACH DEBTOR TO RECEIVE PAYMENT AND/OR PERFORMANCE BOND, INDEMNITY, WARRANTY, OR GUARANTEE WITH RESPECT TO THE PARTNERSHIP AGREEMENT AND ALL AGREEMENTS, DOCUMENTS, AND INSTRUMENTS RELATING THERETO;

(G) ALL CLAIMS OF EACH DEBTOR FOR DAMAGES ARISING OUT OF OR FOR BREACH OF OR DEFAULT UNDER THE PARTNERSHIP AGREEMENT;

(H) ALL RIGHTS OF EACH DEBTOR TO TERMINATE, AMEND, SUPPLEMENT, MODIFY, OR WAIVE PERFORMANCE UNDER THE PARTNERSHIP AGREEMENT, TO PERFORM THEREUNDER, AND TO COMPEL PERFORMANCE AND OTHERWISE TO EXERCISE ANY AND ALL RIGHTS AND REMEDIES THEREUNDER;

(I) ALL CERTIFICATES AND INSTRUMENTS, IF ANY, REPRESENTING THE PARTNERSHIP UNITS OR A DISTRIBUTION OR RETURN OF CAPITAL UPON OR WITH RESPECT TO SUCH SECURITIES OR INTEREST OR RESULTING FROM A RECLASSIFICATION OR OTHER CHANGE IN THE UNITS OR INTERESTS OF THE PARTNERSHIP OR OTHERWISE RECEIVED IN EXCHANGE THEREFOR, AND ANY SUBSCRIPTION OPTIONS, WARRANTS, OR OTHER RIGHTS ISSUED TO EACH DEBTOR IN RESPECT OF THE PARTNERSHIP;

(J) ALL OTHER RIGHTS OR CLAIMS OF EACH DEBTOR IN RESPECT OF THE PARTNERSHIP UNITS OR ANY OTHER INTEREST OF EACH DEBTOR IN THE PARTNERSHIP OR UNDER THE PARTNERSHIP AGREEMENT;

(K) ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT, OWED TO EACH DEBTOR (EXCEPT WEDGEMOUNT POWER (GP) INC. (THE "GP")) BY THE PARTNERSHIP AND THE GP, AND ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT, OWED TO THE GP BY THE PARTNERSHIP; AND

(L) ANY SUBSTITUTIONS, ADDITIONS OR PROCEEDS ARISING OUT OF ANY CONSOLIDATION, SUBDIVISION, RECLASSIFICATION OR SIMILAR INCREASE OR DECREASE THEREIN, OR ALTERATION THERETO; AND ALL PROCEEDS OF EACH OF THE FORGOING, INCLUDING WITHOUT LIMITATION, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, FIXTURES, CROPS, LICENCES AND ALL INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

Registering

Party: MILLER THOMSON LLP
 1000 840 HOWE STREET
 VANCOUVER BC V6Z 2M1

*** Name/Address Changed on August 16, 2017 to:

Registering

Party: MILLER THOMSON LLP
400 - 725 GRANVILLE STREET
VANCOUVER BC V7Y 1G5

Continued on Page 3

Search Criteria: WEDGEMOUNT POWER LIMITED PARTNERSHIP

Page: 3

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JUN 24, 2015 Reg. Length: INFINITY
Reg. Time: 09:48:14 Expiry Date: N/A
Base Reg. #: 683926I Control #: D3152637

Block#

S0001 Secured Party: TRAVELERS CAPITAL CORPORATION
STE 501 - 4180 LOUGHEED HWY
BURNABY BC V5C 6A7

=D0001 Base Debtor: WEDGEMOUNT POWER LIMITED PARTNERSHIP
(Business) 5403 BUCKINGHAM AVE
BURNABY BC V5E 1Z9

D0002 Bus. Debtor: WEDGEMOUNT POWER (GP) INC
5403 BUCKINGHAM AVE
BURNABY BC V5E 1Z9

General Collateral:

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR AND,
WITHOUT LIMITATION, ALL FIXTURES, CROPS, AND LICENCES.

Registering

Party: MILLER THOMSON LLP
1000 840 HOWE STREET
VANCOUVER BC V6Z 2M1

*** Name/Address Changed on August 16, 2017 to:

Registering

Party: MILLER THOMSON LLP
400 - 725 GRANVILLE STREET
VANCOUVER BC V7Y 1G5

***** MISCELLANEOUS REGISTRATIONS ACT *****

Crown Charge Filed Pursuant to: TAXATION (RURAL AREA) ACT

Reg. Date: MAY 11, 2017 Reg. Length: INFINITY
Reg. Time: 13:15:18 Expiry Date: N/A
Base Reg. #: 999441J Control #: D4508961

Block#

4

S0001 Secured Party: HER MAJESTY THE QUEEN IN THE RIGHT
OF THE PROVINCE OF BRITISH COLUMBIA
1802 DOUGLAS STREET
VICTORIA BC V8T 4K6

=D0001 Base Debtor: WEDGEMOUNT POWER LTD PARTNERSHIP
(Business) 5403 BUCKINGHAM AVE
BURNABY BC V5E 1Z9

General Collateral:
ALL THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY,
INCLUDING BUT NOT RESTRICTED TO MACHINERY, EQUIPMENT, FURNITURE,
FIXTURES, INVENTORY AND RECEIVABLES.

Continued on Page 4

Search Criteria: WEDGEMOUNT POWER LIMITED PARTNERSHIP

Page: 4

Registering
Party: RECEIVABLES MANAGEMENT OFFICE - JAMIE
HOOVER
6TH FLOOR-1802 DOUGLAS STREET
VICTORIA BC V8T 4K6

***** MISCELLANEOUS REGISTRATIONS ACT *****

Crown Charge Filed Pursuant to: TAXATION (RURAL AREA) ACT

Reg. Date: MAY 11, 2017 Reg. Length: INFINITY
Reg. Time: 13:17:54 Expiry Date: N/A
Base Reg. #: 999451J Control #: D4508980

Block#

S0001 Secured Party: HER MAJESTY THE QUEEN IN THE RIGHT
OF THE PROVINCE OF BRITISH COLUMBIA
1802 DOUGLAS STREET
VICTORIA BC V8T 4K6

=D0001 Base Debtor: WEDGEMOUNT POWER LTD PARTNERSHIP
(Business) 5403 BUCKINGHAM AVE
BURNABY BC V5E 1Z9

General Collateral:
ALL THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY,
INCLUDING BUT NOT RESTRICTED TO MACHINERY, EQUIPMENT, FURNITURE,
FIXTURES, INVENTORY AND RECEIVABLES.

Registering
Party: RECEIVABLES MANAGEMENT OFFICE - JAMIE
HOOVER
6TH FLOOR-1802 DOUGLAS STREET
VICTORIA BC V8T 4K6

Some, but not all, tax liens and other Crown claims are registered at the

6

BC OnLine: PPRS SEARCH RESULT 2020/07/14
Lterm: XPSP0050 For: PI10138 MCMILLAN LLP 12:41:30

Index: BUSINESS DEBTOR

Search Criteria: WEDGEMOUNT POWER (GP) INC

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JUN 24, 2015 Reg. Length: INFINITY
Reg. Time: 09:43:26 Expiry Date: N/A
Base Reg. #: 683867I Control #: D3152666

Block#

S0001 Secured Party: TRAVELERS CAPITAL CORPORATION
STE 501 - 4180 LOUGHEED HWY
BURNABY BC V5C 6A7

D0001 Base Debtor: WEDGEMOUNT POWER INC
(Business) 5403 BUCKINGHAM AVE
BURNABY BC V5E 1Z9

D0002 Bus. Debtor: SWAHEALY HOLDING LIMITED
1266 BURNS RD
GIBSONS BC V0N 1V1

D0003 Bus. Debtor: CALAVIA HOLDINGS LTD
2511 LAWSON AVE
WEST VANCOUVER BC V7V 2G1

D0004 Bus. Debtor: POINTS WEST HYDRO POWER LP
2400, 525 - 8 AVE SW
CALGARY AB T2P 1G1

D0005 Bus. Debtor: POINTS WEST HYDRO POWER (GP) INC
2400, 525 - 8 AVE SW
CALGARY AB T2P 1G1

=D0006 Bus. Debtor: WEDGEMOUNT POWER (GP) INC
5403 BUCKINGHAM AVE
BURNABY BC V5E 1Z9

This is Exhibit " B " referred to in the
affidavit of Katy Williams
sworn before me at Vancouver, BC
this 30 day of July 2020
Vukri Talib
A Commissioner for taking affidavits
Within British Columbia

General Collateral:

- (A) INVESTMENT PROPERTY OF EACH DEBTOR BEING ALL PRESENT AND AFTER-ACQUIRED SECURITIES (INCLUDING UNITS) IN THE CAPITAL OF WEDGEMOUNT POWER LIMITED PARTNERSHIP (THE "PARTNERSHIP") AND ALL RIGHTS, TITLE AND INTEREST IN THE PARTNERSHIP (COLLECTIVELY, THE "PARTNERSHIP UNITS");
- (B) ALL PRESENT AND FUTURE RIGHTS, TITLE AND INTERESTS IN, TO AND UNDER THE SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT DATED JUNE 22, 2015 BETWEEN, INTER ALIA, THE DEBTOR AND WEDGEMOUNT POWER INC., AS THE SAME MAY BE FURTHER AMENDED, VARIED, SUPPLEMENTED, RESTATED OR REPLACED, IN EFFECT, FROM TIME TO TIME WITH RESPECT TO THE PARTNERSHIP ("PARTNERSHIP AGREEMENT");
- (C) ALL RIGHTS OF EACH DEBTOR TO RECEIVE MONEYS AND OTHER PROPERTY DUE AND TO BECOME DUE UNDER OR PURSUANT TO THE PARTNERSHIP UNITS AND THE PARTNERSHIP AGREEMENT (INCLUDING THE RIGHT TO RECEIVE DISTRIBUTIONS THEREUNDER);

Continued on Page 2

Search Criteria: WEDGEMOUNT POWER (GP) INC

Page: 2

(D) ALL RIGHTS OF EACH DEBTOR TO RECEIVE PROPERTY OR ASSETS OF THE PARTNERSHIP UPON LIQUIDATION OR DISSOLUTION OF THE PARTNERSHIP;

(E) ALL CASH, SECURITIES, DISTRIBUTIONS AND OTHER PROPERTY AT ANY TIME IN THE FUTURE AND FROM TIME TO TIME RECEIVED, RECEIVABLE OR OTHERWISE DISTRIBUTED IN RESPECT OF OR IN EXCHANGE FOR ANY OR ALL OF THE RIGHTS AND INTERESTS OF EACH DEBTOR IN THE PARTNERSHIP UNITS AND IN, TO AND UNDER THE PARTNERSHIP;

(F) ALL RIGHTS OF EACH DEBTOR TO RECEIVE PAYMENT AND/OR PERFORMANCE BOND, INDEMNITY, WARRANTY, OR GUARANTEE WITH RESPECT TO THE PARTNERSHIP AGREEMENT AND ALL AGREEMENTS, DOCUMENTS, AND INSTRUMENTS RELATING THERETO;

(G) ALL CLAIMS OF EACH DEBTOR FOR DAMAGES ARISING OUT OF OR FOR BREACH OF OR DEFAULT UNDER THE PARTNERSHIP AGREEMENT;

(H) ALL RIGHTS OF EACH DEBTOR TO TERMINATE, AMEND, SUPPLEMENT, MODIFY, OR WAIVE PERFORMANCE UNDER THE PARTNERSHIP AGREEMENT, TO PERFORM THEREUNDER, AND TO COMPEL PERFORMANCE AND OTHERWISE TO EXERCISE ANY AND ALL RIGHTS AND REMEDIES THEREUNDER;

(I) ALL CERTIFICATES AND INSTRUMENTS, IF ANY, REPRESENTING THE PARTNERSHIP UNITS OR A DISTRIBUTION OR RETURN OF CAPITAL UPON OR WITH RESPECT TO SUCH SECURITIES OR INTEREST OR RESULTING FROM A RECLASSIFICATION OR OTHER CHANGE IN THE UNITS OR INTERESTS OF THE PARTNERSHIP OR OTHERWISE RECEIVED IN EXCHANGE THEREFOR, AND ANY SUBSCRIPTION OPTIONS, WARRANTS, OR OTHER RIGHTS ISSUED TO EACH DEBTOR IN RESPECT OF THE PARTNERSHIP;

(J) ALL OTHER RIGHTS OR CLAIMS OF EACH DEBTOR IN RESPECT OF THE PARTNERSHIP UNITS OR ANY OTHER INTEREST OF EACH DEBTOR IN THE PARTNERSHIP OR UNDER THE PARTNERSHIP AGREEMENT;

(K) ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT, OWED TO EACH DEBTOR (EXCEPT WEDGEMOUNT POWER (GP) INC. (THE "GP")) BY THE PARTNERSHIP AND THE GP, AND ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT, OWED TO THE GP BY THE PARTNERSHIP; AND

(L) ANY SUBSTITUTIONS, ADDITIONS OR PROCEEDS ARISING OUT OF ANY CONSOLIDATION, SUBDIVISION, RECLASSIFICATION OR SIMILAR INCREASE OR DECREASE THEREIN, OR ALTERATION THERETO;

AND ALL PROCEEDS OF EACH OF THE FORGOING, INCLUDING WITHOUT LIMITATION, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, FIXTURES, CROPS, LICENCES AND ALL INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

Registering

Party: MILLER THOMSON LLP
1000 840 HOWE STREET
VANCOUVER BC V6Z 2M1

*** Name/Address Changed on August 16, 2017 to:

Registering

Party: MILLER THOMSON LLP
400 - 725 GRANVILLE STREET

BC OnLine: PPRS SEARCH RESULT 2020/07/14
Lterm: XPSP0050 For: PI10138 MCMILLAN LLP 12:43:20

Index: BUSINESS DEBTOR

Search Criteria: WEDGEMOUNT POWER INC

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: MAR 20, 2013 Reg. Length: 10 YEARS
Reg. Time: 14:19:43 Expiry Date: MAR 20, 2023
Base Reg. #: 249488H Control #: D1694009

Block#

- S0001 Secured Party: 28165 YUKON INC.
C/O 1000 - 840 HOWE ST
VANCOUVER BC V6Z 2M1
- S0002 Secured Party: PARADISE INVESTMENT TRUST
C/O 1000 - 840 HOWE ST
VANCOUVER BC V6Z 2M1
- S0003 Secured Party: SUNNY PARADISE HOLDINGS INC.
C/O 1000 - 840 HOWE ST
VANCOUVER BC V6Z 2M1

This is Exhibit "C" referred to in the
affidavit of Lucy Williams
sworn before me at Vancouver, BC
this 30 day of July, 2020
Vilmi Tahiti
A Commissioner for taking affidavits
Within British Columbia

=D0001 Base Debtor: WEDGEMOUNT POWER INC
(Business) 5439 BUCKINGHAM AVE
BURNABY BC V5E 1Z9

General Collateral:

INTANGIBLES OF THE DEBTOR BEING ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE, OF EVERY TYPE AND KIND WHICH ARE NOW OR MAY IN FUTURE BE DUE, OWING, ACCRUING OR GROWING DUE TO OR OWNED BY THE DEBTOR UNDER OR ARISING FROM THE ENERGY AGREEMENT RELATING TO THE INDEPENDENT POWER PROJECT UNDERTAKEN AND OPERATED BY THE DEBTOR AND ALL MONEY HEREAFTER RECEIVED BY OR ON BEHALF OF THE DEBTOR IN PAYMENT OR SATISFACTION OF SUCH DEBTS AND LIABILITIES FORMING PART OR ALL OF THE INTANGIBLES.

AND ALL PROCEEDS, INCLUDING WITHOUT LIMITATION, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, FIXTURES, CROPS, LICENCES, AND ALL INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

Registering

Party: MILLER THOMSON LLP
1000 840 HOWE STREET
VANCOUVER BC V6Z 2M1

*** Name/Address Changed on August 16, 2017 to:

Registering

Party: MILLER THOMSON LLP
400 - 725 GRANVILLE STREET
VANCOUVER BC V7Y 1G5

Continued on Page 2

Search Criteria: WEDGEMOUNT POWER INC

Page: 2

***** P P S A S E C U R I T Y A G R E E M E N T *****

Reg. Date: JUN 24, 2015 Reg. Length: INFINITY
 Reg. Time: 09:43:26 Expiry Date: N/A
 Base Reg. #: 683867I Control #: D3152666

Block#

S0001 Secured Party: TRAVELERS CAPITAL CORPORATION
 STE 501 - 4180 LOUGHEED HWY
 BURNABY BC V5C 6A7

=D0001 Base Debtor: WEDGEMOUNT POWER INC
 (Business) 5403 BUCKINGHAM AVE
 BURNABY BC V5E 1Z9

D0002 Bus. Debtor: SWAHEALY HOLDING LIMITED
 1266 BURNS RD
 GIBSONS BC V0N 1V1

D0003 Bus. Debtor: CALAVIA HOLDINGS LTD
 2511 LAWSON AVE
 WEST VANCOUVER BC V7V 2G1

D0004 Bus. Debtor: POINTS WEST HYDRO POWER LP
 2400, 525 - 8 AVE SW
 CALGARY AB T2P 1G1

D0005 Bus. Debtor: POINTS WEST HYDRO POWER (GP) INC
 2400, 525 - 8 AVE SW
 CALGARY AB T2P 1G1

D0006 Bus. Debtor: WEDGEMOUNT POWER (GP) INC
 5403 BUCKINGHAM AVE
 BURNABY BC V5E 1Z9

General Collateral:

(A) INVESTMENT PROPERTY OF EACH DEBTOR BEING ALL PRESENT AND AFTER-ACQUIRED SECURITIES (INCLUDING UNITS) IN THE CAPITAL OF WEDGEMOUNT POWER LIMITED PARTNERSHIP (THE "PARTNERSHIP") AND ALL RIGHTS, TITLE AND INTEREST IN THE PARTNERSHIP (COLLECTIVELY, THE "PARTNERSHIP UNITS");

(B) ALL PRESENT AND FUTURE RIGHTS, TITLE AND INTERESTS IN, TO AND UNDER THE SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT DATED JUNE 22, 2015 BETWEEN, INTER ALIA, THE DEBTOR AND WEDGEMOUNT POWER INC., AS THE SAME MAY BE FURTHER AMENDED, VARIED, SUPPLEMENTED, RESTATED OR REPLACED, IN EFFECT, FROM TIME TO TIME WITH RESPECT TO THE PARTNERSHIP ("PARTNERSHIP AGREEMENT");

(C) ALL RIGHTS OF EACH DEBTOR TO RECEIVE MONEYS AND OTHER PROPERTY DUE AND TO BECOME DUE UNDER OR PURSUANT TO THE PARTNERSHIP UNITS AND THE PARTNERSHIP AGREEMENT (INCLUDING THE RIGHT TO RECEIVE DISTRIBUTIONS

THEREUNDER);

(D) ALL RIGHTS OF EACH DEBTOR TO RECEIVE PROPERTY OR ASSETS OF THE PARTNERSHIP UPON LIQUIDATION OR DISSOLUTION OF THE PARTNERSHIP;

(E) ALL CASH, SECURITIES, DISTRIBUTIONS AND OTHER PROPERTY AT ANY TIME IN THE FUTURE AND FROM TIME TO TIME RECEIVED, RECEIVABLE OR OTHERWISE DISTRIBUTED IN RESPECT OF OR IN EXCHANGE FOR ANY OR ALL OF THE RIGHTS

Continued on Page 3

Search Criteria: WEDGEMOUNT POWER INC

Page: 3

AND INTERESTS OF EACH DEBTOR IN THE PARTNERSHIP UNITS AND IN, TO AND UNDER THE PARTNERSHIP;

(F) ALL RIGHTS OF EACH DEBTOR TO RECEIVE PAYMENT AND/OR PERFORMANCE BOND, INDEMNITY, WARRANTY, OR GUARANTEE WITH RESPECT TO THE PARTNERSHIP AGREEMENT AND ALL AGREEMENTS, DOCUMENTS, AND INSTRUMENTS RELATING THERETO;

(G) ALL CLAIMS OF EACH DEBTOR FOR DAMAGES ARISING OUT OF OR FOR BREACH OF OR DEFAULT UNDER THE PARTNERSHIP AGREEMENT;

(H) ALL RIGHTS OF EACH DEBTOR TO TERMINATE, AMEND, SUPPLEMENT, MODIFY, OR WAIVE PERFORMANCE UNDER THE PARTNERSHIP AGREEMENT, TO PERFORM THEREUNDER, AND TO COMPEL PERFORMANCE AND OTHERWISE TO EXERCISE ANY AND ALL RIGHTS AND REMEDIES THEREUNDER;

(I) ALL CERTIFICATES AND INSTRUMENTS, IF ANY, REPRESENTING THE PARTNERSHIP UNITS OR A DISTRIBUTION OR RETURN OF CAPITAL UPON OR WITH RESPECT TO SUCH SECURITIES OR INTEREST OR RESULTING FROM A RECLASSIFICATION OR OTHER CHANGE IN THE UNITS OR INTERESTS OF THE PARTNERSHIP OR OTHERWISE RECEIVED IN EXCHANGE THEREFOR, AND ANY SUBSCRIPTION OPTIONS, WARRANTS, OR OTHER RIGHTS ISSUED TO EACH DEBTOR IN RESPECT OF THE PARTNERSHIP;

(J) ALL OTHER RIGHTS OR CLAIMS OF EACH DEBTOR IN RESPECT OF THE PARTNERSHIP UNITS OR ANY OTHER INTEREST OF EACH DEBTOR IN THE PARTNERSHIP OR UNDER THE PARTNERSHIP AGREEMENT;

(K) ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT, OWED TO EACH DEBTOR (EXCEPT WEDGEMOUNT POWER (GP) INC. (THE "GP")) BY THE PARTNERSHIP AND THE GP, AND ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT, OWED TO THE GP BY THE PARTNERSHIP; AND

(L) ANY SUBSTITUTIONS, ADDITIONS OR PROCEEDS ARISING OUT OF ANY CONSOLIDATION, SUBDIVISION, RECLASSIFICATION OR SIMILAR INCREASE OR DECREASE THEREIN, OR ALTERATION THERETO;

AND ALL PROCEEDS OF EACH OF THE FORGOING, INCLUDING WITHOUT LIMITATION, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, FIXTURES, CROPS, LICENCES AND ALL INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

Registering

Party: MILLER THOMSON LLP
1000 840 HOWE STREET
VANCOUVER BC V6Z 2M1

*** Name/Address Changed on August 16, 2017 to:

Registering

Party: MILLER THOMSON LLP

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, et al
DEFENDANTS

AFFIDAVIT

mcmillan

McMillan LLP
1500 – 1055 West Georgia Street
Vancouver, BC V6E 4N7
Telephone: 604.689.9111
Fax: 604.685.7084

Attention: Vicki Tickle

File No. 252590
