

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

JUL 30 2020 C

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

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, 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 applicant **by telephone** to the presiding judge at the courthouse at 800 Smithe Street, **Vancouver**, British Columbia on August 18, 2020 at 9.45 a.m. for the order set out in Part 1 below.

The applicant's mailing address, email address and telephone number where the Registry may contact them to confirm telephone conferencing information are as follows:

Mailing Address: McMillan LLP, 1500 – 1055 West Georgia Street, Vancouver, BC, V6E 4N7 (Attn: Vicki Tickle).

Email Address: Vicki.Tickle@mcmillan.ca

Telephone Number: 236-826-3022

Part 1: ORDER SOUGHT

1. An order substantially in the form attached hereto as **Schedule "B"** authorizing the Receiver to make an interim distribution to Industrial Alliance Insurance and Financial Services Inc. ("**IA**").

Part 2: FACTUAL BASIS

Background

1. By Order (the "**Receivership Order**"), dated May 12, 2017 (the "**Date of Receivership**") made on the application of IA, the Receiver was appointed as receiver, without security, of all of the assets, undertakings and properties of Wedgemount Power Limited Partnership ("**Wedgemount LP**"), Wedgemount Power (GP) Inc. ("**Wedgemount GP**") and Wedgemount Power Inc. ("**Wedgemount Power**" and collectively with Wedgemount LP and Wedgemount GP, the "**Wedgemount Entities**").
2. The Receiver's powers are detailed in paragraph 2 of the Receivership Order, and include, among others, the power to take and maintain possession and control of the assets of the Wedgemount Entities; the power to manage, operate and carry on the business of the Wedgemount Entities; and the power to market and sell the assets of the Wedgemount Entities.
3. The Wedgemount Entities were the owner and developer of a partly-constructed independent, run-of-river power project located on Wedgemount Creek, near Whistler, British Columbia (the "**Project**"). Certain parts of the Project infrastructure are located on Crown land and other parts on unresolved Crown lands that are designated as a cultural heritage area of the Squamish Nation.
4. IA was the financier for the Project and was granted a security interest and charge in all of the Wedgemount Entities' present and after-acquired real and personal property (the "**IA Security**"). Financing statements in respect of the IA Security were registered in the British Columbia Personal Property Registry (the "**PPR**") on June 24, 2015.
5. The Project was developed with the intention to generate electricity to be sold to British Columbia Hydro and Power Authority ("**BCH**"), and the Wedgemount Entities and BCH entered into an Electricity Purchase Agreement dated March 6, 2015 (the "**EPA**"). Pursuant to the EPA, BCH agreed to purchase electricity generated by the Project upon completion of construction and connection to the BCH grid (a process known as 'interconnection').
6. Wedgemount LP experienced permitting difficulties and costs issues associated with determining an economic and technically feasible route for the interconnection for the Project. These problems led to significant Project development delays, additional costs and potential environmental risks on the Project Site.

7. Despite efforts to refinance the Project, negotiations between Wedgemount LP and IA broke down. Consequently, IA commenced an action to appoint a receiver over the Wedgemount Entities to ensure environmental risks at the Project site were properly managed and to protect the value of the assets for all the creditors of the Wedgemount Entities.
8. Pursuant to the Receivership Order, the Receiver and its legal counsel were granted a charge (the "**Receiver's Charge**") on the Property (as defined in the Receivership Order) as security for their reasonable fees and disbursements, which forms a first charge on the Property in relation to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any person or entity, subject to certain exceptions which do not apply in this matter.
9. Upon its appointment, the Receiver took steps to manage the environmental risks at the Project site and worked diligently to advance the Project and preserve its value, including achieving certain key milestones.

Sale of the Project

10. The Receiver and IA were contacted by several parties that were potentially interested in acquiring the Project. As such, the Receiver set up a data room and commenced a sale process for the Project.
11. On November 18, 2019, the Receiver entered into an asset purchase agreement (the "**Concord APA**") with Concord Wedgemount Creek General Partnership acting through its general partners 11739484 Canada Inc. and 11739522 Canada Inc. (collectively, the "**Purchaser**"), as amended by the amending agreement dated December 5, 2019 (together with the Concord APA, the "**Amended Concord APA**").
12. Pursuant to the Amended Concord APA, the Purchaser agreed to purchase, and the Receiver agreed to sell, all of the Wedgemount Entities' right, title, and interest in and to the Project, free and clear of all encumbrances (other than certain permitted encumbrances), for cash consideration of \$12,750,000 plus applicable taxes (the "**Purchase Price**").
13. On December 5, 2019, the Receiver filed its Second Report to Court, which amongst other things, provided information in support of the Receiver's application for an order approving the transaction (the "**Concord Transaction**") contemplated by the Amended Concord APA.
14. On December 12, 2019, the Court granted an Order (the "**Vesting Order**") approving the Concord Transaction.

Closing of the Concord Transaction

15. Pursuant to the terms of the Amended Concord APA, closing of the Concord Transaction ("**Closing**") was subject to the Purchaser entering into a financing arrangement with IA and was scheduled to occur on the fifth business day following the date of the Vesting Order, or as otherwise agreed upon by the Receiver and the Purchaser.
16. The Purchaser experienced difficulties in obtaining course of construction and testing/commissioning insurance coverage for the Project. This led to a delay of Closing.
17. Following discussions between the Purchaser and the Receiver, and owing to the delayed Closing, the Purchaser agreed to increase the Purchase Price to cover all holding costs of the Project from January 14, 2020 onwards.
18. The Concord Transaction closed on February 28, 2020. Proceeds of \$11,774,157 were paid to the Receiver on Closing (i.e. the Purchase Price, less \$1,000,000 deposit previously paid, plus \$24,157 in closing cost adjustments).
19. On March 26, 2020, the Receiver submitted the final statement of adjustments to the Purchaser. In April 2020, \$1,461 was paid by the Purchaser in full and final satisfaction of all amounts owing under the Concord Amended APA.

Creditors and Secured Charges

20. Subject only to the Receiver's Charge, IA is the senior secured creditor of the Wedgemount Entities.
21. 28165 Yukon Inc., Paradise Investment Trust and Sunny Paradise Holdings Inc. (collectively, the "**Yukon Parties**") are the holders of a security interest in certain personal property of Wedgemount Power, in respect of which a financing statement was registered in the British Columbia Personal Property Registry (the "**PPR**") on March 20, 2013. By a subordination agreement dated June 30, 2015, the Yukon Parties subordinated their security to the security in favour of IA.
22. Her Majesty the Queen in right of the Province of British Columbia (the "**Province**") is the holder of security interests in the personal property of Wedgemount LP notices of which were registered in the PPR on May 11, 2017.
23. IA was owed \$16,000,000 in principal as at the Date of Receivership pursuant to a credit agreement (the "**Credit Agreement**") dated June 30, 2015 among Wedgemount LP, IA and Travelers Capital Corporation (as agent), and pursuant to a construction loan note dated June 30, 2015.

24. In August 2019, IA advanced a further \$500,000 to the Receiver to fund the ongoing receivership proceedings and development of the Project. Accordingly, IA is now owed \$16,500,000 ("**IA Principal Amount**") plus interest, which continues to accrue, and costs. IA has also directly funded certain protective disbursements to preserve the value of the Project.
25. The Receiver's independent legal counsel, McMillan LLP ("**McMillan**"), has performed an independent review of the validity and enforceability of the IA Security and has advised that it is valid and enforceable and ranks in priority to the unsecured creditors of the Wedgemount Entities.
26. The Receiver proposes to make an interim distribution to IA in the amount of \$12,000,000 (the "**Proposed Interim Distribution**"). While the Receiver does anticipate receiving some additional amounts, these amounts (together with the Proposed Interim Distribution) will not be sufficient to satisfy the IA Principal Amount in full.
27. IA has advised the Receiver that as at September 30, 2017, it was owed a further \$5.6 million in relation to a make whole (prepayment) fee pursuant to the Credit Agreement. The validity and enforceability of this prepayment fee has not been fully considered by the Receiver, and is not expected to be relevant given the deficit IA will suffer in respect of the IA Principal Amount.

Holdback Accounts

28. Shortly after its appointment, the Receiver arranged for the transfer to the Receiver of balances held in four holdback accounts (the "**Holdback Accounts**") related to certain construction contracts entered into by the Wedgemount Entities prior to the Date of Receivership. The Holdback Accounts held balances totalling \$578,155.
29. The Receiver was contacted by four contractors requesting the release of monies held in the respective holdback accounts. Following a review of the contractors' claims made pursuant to the *Builders Lien Act*, the Receiver has made payment in full of the balances held in three of the four holdback accounts (including accrued interest) and a partial payment to Glacier Creek Contracting Ltd. ("**Glacier Creek**") in respect of the fourth account.
30. The balance remaining in the Glacier Creek holdback account amounts to approximately \$51,028 (the "**Glacier Creek Holdback**") and relates to a performance holdback pursuant to Glacier Creek's construction contract with the Wedgemount Entities. The Receiver continues to hold this amount, pending resolution of Glacier Creek's entitlement to these funds.

Unsecured Creditors

31. As at the Date of Receivership, the available books and records of Wedgemount LP reported unsecured creditors with claims of approximately \$6.2 million.
32. Given that IA, the senior secured creditor, will suffer a shortfall on the IA Principal Amount, the Receiver has not reviewed the claims of the unsecured creditors. The Receiver has, however, provided ad-hoc updates on the status of the Receivership Proceedings to certain unsecured creditors as and when it has been contacted.

Statement of Receipts and Disbursements

33. As at May 31, 2020, the Receiver's gross receipts amounted to \$16,658,804, primarily relating to the cash on hand at the Date of Receivership, the balances in the Holdback Accounts, the Project sale proceeds and additional funding provided by IA.
34. During the same period, the Receiver has made disbursements totalling \$4,368,752 including, among other items, engineering and environmental consulting fees, BCH interconnection design and planning costs, a contribution towards the costs for the relocation of certain fibre optic lines, the cost of the intake construction works, road remediation, powerhouse winterization, legal fees and the Receiver's fees.
35. In addition, the following fees and costs remain outstanding:
 - (a) the Receiver's fees and costs for the period from January 1, 2020 – May 31, 2020 in the amount \$16,754 (before taxes); and
 - (b) McMillan's fees and costs for the period from February 1, 2020 – May 31, 2020 in the amount of \$13,044 (before taxes).
36. The net cash balance held by the Receiver at May 31, 2020 was \$12,239,024 (excluding the Glacier Creek Holdback).

Remaining Matters to be Completed in the Receivership Proceedings

37. Subject to the Court approving the IA Distribution, the remaining matters to be completed by the Receiver include:
 - (a) recovery of security deposits owing by MFLNRO to Wedgemount LP in the amount of \$20,000;

- (b) dealing with certain GST matters;
- (c) dealing with the Glacier Creek Holdback;
- (d) payment of a final distribution to IA upon the conclusion of the Receivership Proceedings;
and
- (e) other administrative matters incidental to the Receivership Proceedings, including the filing of the Receiver's report pursuant to section 246(3) of the *Bankruptcy and Insolvency Act* (the "BIA").

Proposed Distribution to IA

38. If, subject to the Court's approval, the Receiver makes the Proposed Interim Distribution, the remaining balance on hand would be approximately \$207,000 (excluding the Glacier Creek Holdback) after payment of the Receiver's and McMillan's outstanding fees and disbursements to May 31, 2020.

Part 3: LEGAL BASIS

1. The Receiver has satisfied itself as to the validity of the IA Security. The security interest of the Yukon Parties is subordinate to the IA Security by agreement.
2. The Province's security interest arises pursuant to section 30.1 of the *Taxation (Rural Area) Act*, which provides relevantly as follows:
 - (1) If
 - (a) the property for which taxes are assessed or imposed is Crown land held by an occupier, and
 - (b) the taxes on the property are delinquent,the collector may register in the personal property registry under the *Miscellaneous Registrations Act, 1992* a claim respecting the personal property of the occupier.
 - (2) A claim registered under subsection (1) creates a lien and charge in favour of the government against the personal property of the occupier for the amount of the delinquent taxes and any current year taxes that are due and payable.

(3) A lien or charge created under subsection (2) has priority over all other claims of every person except claims secured by liens, charges or encumbrances registered before the date that the claim is registered under subsection (1).

...

3. The Province registered financing statements in the PPR on May 11, 2017. Financing statements in respect of the IA Security were registered in the PPR on June 24, 2015. Therefore, pursuant to subsection 30.1(3) of the *Taxation (Rural Area) Act*, the IA Security has priority over the Province's security interest.
4. Given that IA, the secured creditor, will suffer a shortfall on the IA Principal Amount, it is not necessary to review the unsecured claims.
5. As the Concord Transaction has now closed and the Receiver is in receipt of the proceeds of sale, the Receiver is of the view that it is appropriate to make the Proposed Interim Distribution.
6. While there are several matters remaining with respect to the receivership proceedings, the Receiver is of the opinion that the balance on hand of approximately \$207,000 (excluding the Glacier Creek Holdback) after payment of the Receiver's and McMillan's outstanding fees to May 31, 2020 (pursuant to the Receiver's Charge), will be sufficient to cover any remaining costs of administration or otherwise.
7. The Receiver specifically relies on:
 - (a) *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3;
 - (b) Rules 8-1 and 13-1 of the *Supreme Court Civil Rules*;
 - (c) *Taxation (Rural Area) Act*, R.S.B.C. 1996, c. 448; and
 - (d) the inherent jurisdiction of this Court.

Part 4: MATERIAL TO BE RELIED ON

1. Receiver's First Report to Court, dated April 2, 2018.
2. Second Receiver's Report to Court, dated December 5, 2019.
3. Receiver's Third Report to Court, dated July 30, 2020.
4. Affidavit of Lucy Williams made July 30, 2020.

5. Such further and other material as counsel may advise and this Honourable Court may permit.

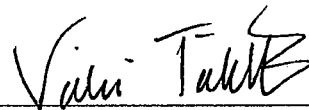
The applicant estimates that the application will take 15 minutes.

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: July 30, 2020



Signature of lawyer for applicants
Vicki Tickle

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: _____

Signature of Judge Master

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

- 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 "A"

List of Counsel

<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>	

SCHEDULE "B"

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

DEFENDANTS

ORDER MADE AFTER APPLICATION

BEFORE))
) THE HONOURABLE)
))
))
)

ON THE APPLICATION OF Deloitte Restructuring Inc., in its capacity as Court-appointed Receiver (in such capacity, the "**Receiver**") of certain assets, undertakings and properties of Wedgemount Power Limited Partnership, Wedgemount Power (GP) Inc. and Wedgemount Power Inc. (collectively, the "**Wedgemount Entities**") coming on for hearing at Vancouver, British Columbia on the 18th day of August, 2020 and on hearing Vicki Tickle, counsel for the Receiver,

and those other counsel listed in Schedule "A" hereto, and no one appearing for any of the other parties of record, although duly served; AND UPON READING the material filed, including the Third Report of the Receiver filed July 30, 2020;

THIS COURT ORDERS AND DECLARES that:

1. The Receiver is hereby authorized and directed to pay from the funds in its possession the sum of \$12,000,000 to Industrial Alliance Insurance and Financial Services Inc., by way of an interim distribution.
2. Endorsement of this Order by counsel appearing, 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.

BY THE COURT

REGISTRAR

SCHEDULE "A"

List of Counsel

Name of Counsel	Party Represented

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
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SUNNY PARADISE INC.

DEFENDANTS

NOTICE OF APPLICATION

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
