



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

DEFENDANTS

ORDER MADE AFTER APPLICATION

BEFORE)
) THE HONOURABLE)
) JUSTICE MASUHARA) December 12, 2019
)
)

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 "Debtors") coming on for hearing at Vancouver, British Columbia on the 12th day of December, 2019 and on hearing Vicki Tickle and Lucy Williams, 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

Second Report of the Receiver filed December 5, 2019 and the Confidential Supplement to the Second Report dated December 5, 2019;

THIS COURT ORDERS AND DECLARES that:

1. The time for service of the Notice of Application and supporting materials is hereby abridged such that the Notice of Application is properly returnable today and service thereof upon any interested party other than those parties on the service list maintained by the Receiver in this proceeding is hereby dispensed with.
2. The sale transaction (the "**Transaction**") contemplated by the Asset Purchase Agreement dated November 18, 2019, as amended by the Amending Agreement dated December 5, 2019 (together, the "**Sale Agreement**") between the Receiver and Concord Wedgemount Creek General Partnership, acting through its general partners 11739484 Canada Inc. and 11739522 Canada Inc. (collectively, the "**Purchaser**"), a copy of which is attached hereto as Schedule "B", is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the assets described in the Sale Agreement (the "**Purchased Assets**").
3. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as Schedule "C" hereto (the "**Receiver's Certificate**"), all of the Debtors' right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**"), including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Court dated May 12, 2017; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; and (iii) those Claims listed on Schedule "D" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule "E" hereto), and, for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.
4. Upon presentation for registration in the Land Title Office for the Land Title District of Vancouver of a certified copy of this Order, together with a letter from McMillan LLP, solicitors for the Receiver, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:
 - a) enter the Purchaser as the registered owner of the Real Property Interests as identified in Schedule "F" hereto (collectively, the "**Real Property Interests**"), together with all of the Debtors' buildings and other structures, facilities and

improvements located thereon and fixtures, systems, interests, licences, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements, appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in respect of the Real Property Interests, and this court declares that it has been proved to the satisfaction of the Court on investigation that the title of the Purchaser in and to the Real Property Interests is a good and safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchaser as aforesaid; and

- b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Real Property Interests all of the registered Encumbrances except for those listed in Schedule "E".
5. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
 6. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.
 7. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets shall be delivered by the Receiver to the Purchaser at 12:00 p.m. on the Closing Date (as defined in the Sale Agreement), subject to the permitted encumbrances as set out in the Sale Agreement and listed on Schedule "E".
 8. The Receiver, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court.
 9. Notwithstanding:
 - a) these proceedings;
 - b) any applications for a bankruptcy order in respect of the Debtors, or any of them, now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and
 - c) any assignment in bankruptcy made by or in respect of the Debtors, or any of them,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors or any of them, and shall not be void or voidable by creditors of the Debtors or any of them, nor shall it constitute or be deemed to be a transfer at undervalue, a fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial

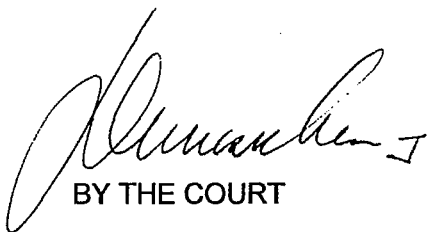
legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

- 10. With respect to the transfer or assignment of the Purchased Assets, nothing in this Order exempts or relieves the Receiver, the Debtors and the Purchaser from obtaining any consents or approvals, or giving any notices, required under any enactment of the Province of British Columbia (the "Province") or under any agreement, licence, permit, approval, certificate or other instrument issued by the Province, all of which must still be given or obtained by the Receiver, the Debtors and the Purchaser as set out in the Sale Agreement.
- 11. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
- 12. The Receiver or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.
- 13. 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" TO VESTING ORDER

List of Counsel

Name of Counsel	Party Represented
COLIN BROUSSON	INDUSTRIAL ALLIANCE

SCHEDULE "B" TO VESTING ORDER

Sale Agreement

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of the 18TH day of NOVEMBER, 2019,

BETWEEN:

DELOITTE RESTRUCTURING INC., in its capacity as 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., and not in its personal or corporate capacity, having an office at 2800 – 1055 Dunsmuir Street, Vancouver, British Columbia, V7X 1P4

(the “Vendor”)

AND:

CONCORD WEDGEMOUNT CREEK GENERAL PARTNERSHIP, a general partnership established under the *Partnership Act*, acting through its general partners 11739484 Canada Inc., a corporation established under the *Canada Business Corporations Act* (number: 1173948-4), and 11739522 Canada Inc., a corporation established under the *Canada Business Corporations Act* (incorporation number: 1173952-2) and having an office at 9th Floor, 1095 West Pender Street, Vancouver, British Columbia V6E 2M6

(the “Purchaser”)

BACKGROUND

- A. Wedgemount Power Limited Partnership (“Wedgemount LP”) in connection with Wedgemount Power (GP) Inc. (“Wedgemount GP”) and Wedgemount Power Inc. (“Wedgemount Power”, and collectively with Wedgemount LP and Wedgemount GP, the “Wedgemount Entities”) is an independent power producer that, in connection with the other Wedgemount Entities, was developing and constructing the Wedgemount Creek Hydroelectric power project, a 5.4MW run-of-river hydro power facility consisting of approximately a 2.405 kilometer penstock, 595.67 meters of gross head, a maximum plant flow of 1.13 m³/s and an average annual production capacity of approximately 19.3 GWh (the “Project”) near Whistler, British Columbia;
- B. Pursuant to an Order (the “Receivership Order”) of the Supreme Court of British Columbia (the “Court”) made on May 12, 2017, in Action Number S-174308, Vancouver Registry (the “Receivership Action”), the Court appointed the Vendor as the receiver and manager of all of the current and future assets, undertakings and properties of the Wedgemount Entities, with the power and authority to, among other things, sell the Purchased Assets (as defined below); and

- C. Subject to the issue of the Vesting Order (as defined below) and other terms and conditions of this Agreement, the Vendor wishes to sell, and the Purchaser wishes to purchase, all of the Wedgemount Entities' right, title, and interest in and to the Purchased Assets.

TERMS OF AGREEMENT

In consideration of the premises and the covenants, agreements, representations, warranties and payments contained in this Agreement, the Parties agree with one another as follows:

1. Definitions

The following terms have the following meanings:

(a) **"Adjustments"** means the adjustment to the Purchase Price for any amounts due or accruing from and after the date of this Agreement, in respect of expenses incurred in the ordinary course, in respect of the Project, including but not limited to insurance premiums, utilities, property taxes, and water licence rentals/fees, and as determined pursuant to Section 8, such that:

(i) any such expenses accruing for the period prior to the Closing Date shall be for the account of the Vendor and to the extent paid by the Purchaser shall result in a decrease to the Purchase Price; and

(ii) any such expenses accruing for the period from and after the Closing Date shall be for the account of the Purchaser, and to the extent paid by the Vendor shall result in an increase to the Purchase Price,

and for the avoidance of doubt excludes the Pre-Closing Expenses;

(b) **"Agreement"** means this asset purchase agreement, including all Schedules, as made as of the date first written above;

(c) **"Amended EPA"** means the amended EPA in the form attached as Appendix "A" to the BC Hydro Assignment;

(d) **"Applicable Law"** means, in relation to any Person, property or circumstance, all laws, statutes, rules, regulations, official directions and orders of Governmental Entities, including judgments, orders and decrees of courts, commissions or bodies exercising similar functions, as amended, and includes the provisions and conditions of any permit, licence or other governmental or regulatory authorization, that are in effect as at the relevant time and are applicable to such Person, property or circumstance;

(e) **"Application"** has the meaning ascribed thereto in Section 26.2(b);

(f) **"Assumed Obligations"** means:

- (i) the obligations and liabilities of the Wedgemount Entities (or the Vendor) under or in connection with the Purchased Assets to the extent such obligations and liabilities accrue from and after the Closing Date; and
 - (ii) all Network Upgrade Costs (notwithstanding that some or all the Network Upgrade costs accrue prior to the Closing Date),
- and, for the avoidance of doubt, shall not include the Excluded Obligations;
- (g) **"BC Hydro"** means British Columbia Hydro and Power Authority;
 - (h) **"BC Hydro Assignment"** means the agreement among the Vendor, the Purchaser and BC Hydro to amend the EPA and assign the Amended EPA and any EPA-related documents to the Purchaser, substantially in the form attached as Schedule "A";
 - (i) **"BC Hydro Letter of Credit"** means an irrevocable letter of credit in favour of BC Hydro in compliance with the requirements set out in Article 4 of the DGIA in the amount of \$5,046,300;
 - (j) **"Business Day"** means any day other than a Saturday, a Sunday or any other statutory holiday in British Columbia;
 - (k) **"Closing"** means the successful completion of the transactions contemplated in this Agreement;
 - (l) **"Closing Date"** means the fifth (5th) Business Day following the date on which the Vesting Order is granted by the Court, or as otherwise agreed upon in writing by the Vendor and the Purchaser;
 - (m) **"Closing Time"** means 10:00 am, Vancouver, British Columbia time on the Closing Date;
 - (n) **"Conditions Precedent"** means the conditions precedent set forth in Sections 18 to 20 of this Agreement;
 - (o) **"Contract Holdbacks"** means those holdbacks or other similar retention funds required pursuant to the *Builders Lien Act* (British Columbia) in regard to any agreement to which the Wedgemount Entities (or any of them) are party that is not a Contract;
 - (p) **"Contracts"** means the agreements listed in Schedule "B";
 - (q) **"Court"** has the meaning ascribed thereto in Recital B;
 - (r) **"Deposit"** has the meaning ascribed thereto in Section 7.3(a);
 - (s) **"Deposit Return Event"** means the occurrence of any of the following:

- (i) the Parties mutually agree in writing that either of the conditions set forth in Section 20.1 have not been satisfied or are incapable of being satisfied on or prior to the Outside Date;
 - (ii) this Agreement is validly terminated pursuant to Subsection 22.1(a) or Subsection 22.1(d);
 - (iii) this Agreement is validly terminated by the Vendor pursuant to Section 19.3, provided that, at the time of such termination, the Purchaser is not in material breach of any of its covenants under this Agreement;
 - (iv) this Agreement is validly terminated by the Purchaser pursuant to Section 18.3, provided that, at the time of such termination, the Purchaser is not in material breach of any of its covenants under this Agreement; and
 - (v) this Agreement is automatically terminated pursuant to Section 22.3, provided that, at the time of such termination, the Purchaser is not in material breach of any of its covenants under this Agreement;
- (t) “**DGIA**” means the Distribution Generator Interconnection Agreement dated July 30, 2019 between the Vendor and BC Hydro;
- (u) “**EPA**” means the Electricity Purchase Agreement dated March 6, 2015 between Wedgemount LP, acting by its general partner Wedgemount GP, and BC Hydro;
- (v) “**Encumbrance**” means any encumbrance or interest against or in the Purchased Assets of any kind whatsoever and includes, without limitation, a security interest, mortgage, lien, hypothec, pledge, assignment, charge, title retention agreement, option, trust or deemed trust (whether contractual, statutory or otherwise arising), debt, licence and any covenant or other agreement, restriction or limitation relating to the Purchased Assets or the transfer of the Purchased Assets to the Purchaser pursuant to this Agreement;
- (w) “**Equipment**” means the machinery, equipment spare parts, and control systems owned by the Wedgemount Entities and used in the business of the Wedgemount Entities or in connection with the Project (including the construction of the Project) and located at the Project site, including the Equipment listed in Schedule “C”, together with any other equipment located on the areas covered by the Real Property Interests and/or the penstock lay down area;
- (x) “**ETA**” means the *Excise Tax Act* (Canada);
- (y) “**Excluded Assets**” means, notwithstanding anything to the contrary contained in this Agreement, all property and assets of the Wedgemount Entities other than the Purchased Assets, including the following property and assets of the Wedgemount Entities pertaining to its business and all documents, books, accounts, records and other information relating to those assets:

- (i) all cash currently held by the Vendor, bank balances, money in possession of banks and other depositories, term or time deposits and similar cash or cash equivalents of, owned or held by or for the account of the Wedgemount Entities' business, including the Contract Holdbacks;
 - (ii) all the corporate, financial and other records of the Wedgemount Entities not pertaining to the operation of its business;
 - (iii) all tax credits receivable by or refundable to the Vendor, income tax installments paid by the Vendor and the right to receive any refund of taxes paid by the Vendor; and
 - (iv) all contracts that are not expressly listed in Schedule "B";
- (z) **"Excluded Obligations"** means:
- (i) the Revenue Metering Payment;
 - (ii) the Telus Payment;
 - (iii) the Final BC Hydro Payment;
 - (iv) the obligations and liabilities of the Wedgemount Entities (or the Vendor) under or in connection with the Purchased Assets to the extent such obligations and liabilities accrue prior to the Closing Date (unless expressly and specifically assumed by the Purchaser in this Agreement); and
 - (v) any obligations and liabilities of the Wedgemount Entities (or the Vendor) under or in connection with the Excluded Assets regardless of whether such obligations and liabilities accrue prior to, on or after the Closing Date;
- (aa) **"Final Adjustment"** has the meaning ascribed thereto in Section 8.1;
- (bb) **"Final Adjustment Date"** has the meaning ascribed thereto in Section 8.1;
- (cc) **"Final BC Hydro Payment"** means the payment to BC Hydro in the amount of \$142,126.41 in respect of BC Hydro's costs related to design, definition and permitting of the interconnection incurred up to and including the date of the DGIA and, for the avoidance of doubt, does not include the Network Upgrade Costs;
- (dd) **"General Conveyance"** means the form attached as Schedule "D" hereto and required to effect the transfer of the Real Property Interests to the Purchaser;
- (ee) **"General Partners"** means together 11739484 Canada Inc., and 11739522 Canada Inc.;
- (ff) **"Governmental Entity"** means any Canadian, foreign, domestic, federal, territorial, provincial, state, municipal or local governmental authority, quasi-

governmental authority, instrumentality, court, government or self-regulatory organization, bureau, commission, tribunal or organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing having jurisdiction under or for the account of the foregoing, the Purchased Assets or any other matter that is the subject of this Agreement;

(gg) “**GST**” means the goods and services or harmonized sales tax payable pursuant to the ETA, and any applicable federal or provincial regulations associated therewith, as may be amended from time to time;

(hh) “**IBA Agreement**” has the meaning ascribed thereto in Section 12.3(a);

(ii) “**Impacts and Benefits Agreement**” means the Impacts and Benefits Agreement dated August 1, 2014 between Wedgemount Power, Lil’Wat Nation and Squamish Nation, with the interest of Wedgemount Power having been assigned to Wedgemount LP, as amended by the Amendment Agreement to Impacts and Benefits Agreement dated September 12, 2018 between Wedgemount LP, Lil’Wat Nation and Squamish Nation;

(jj) “**Initial Adjustment**” has the meaning ascribed thereto in Section 8.1;

(kk) “**Intangibles**” means the choses in action and other similar rights or claims directly related to the Purchased Assets;

(ll) “**MFLNRO**” means the Ministry of Forests, Lands, Natural Resource Operations and Rural Development;

(mm) “**MOTI**” means the Ministry of Transportation and Infrastructure;

(nn) “**Nations**” means the Lil’Wat Nation and the Squamish Nation;

(oo) “**Network Upgrade Costs**” means the network upgrade costs as defined and set out in the DGIA payable to BC Hydro, and secured by the BC Hydro Letter of Credit, thereunder;

(pp) “**Outside Date**” means February 29, 2020;

(qq) “**Party**” means either the Vendor or the Purchaser, as applicable, and “**Parties**” means both the Vendor and the Purchaser;

(rr) “**Permits**” means all authorizations, registrations, permits, certificates of approval, approvals, grants, licences, quotas, consents, commitments, rights or privileges issued or granted by any Governmental Entity to the Wedgemount Entities in respect of the Purchased Assets listed including, but not limited to, those as described in Schedule “E” hereto;

(ss) “**Permitted Encumbrances**” means the permitted Encumbrances (if any) listed and described in Schedule “F”, which shall be accepted and/or assumed on Closing by the Purchaser;

- (tt) **“Person”** means any individual, corporation, partnership, limited partnership, limited liability company, joint venture, association, joint-stock company, trust, society, incorporated organization or any other similar entity;
- (uu) **“Pre-Closing Expenses”** has the meaning ascribed thereto in Section 9.1;
- (vv) **“Project Assets”** means the powerhouse, intake, penstock, and any other constructed or partially constructed assets comprising the Project and all parts and equipment installed thereon or incorporated therein, and any drawings, concepts, reports, environmental studies, data and information in relation to the Project that are in the possession of the Vendor whether or not provided under any of the Contracts;
- (ww) **“PST”** means any provincial retail sales tax payable under the PST Act and its regulations, as amended from time to time;
- (xx) **“PST Act”** means the *Provincial Sales Tax Act* (British Columbia);
- (yy) **“Purchase Price”** has the meaning ascribed thereto in Section 7.1;
- (zz) **“Purchased Assets”** means all of the right, title, and interest of the Wedgemount Entities or the Vendor in and to the Contracts, Equipment, Intangibles, Project Assets, Real Property Interests, Permits, and Wedgemount Applications, but specifically excludes the Excluded Assets;
- (aaa) **“Real Property Interests”** means those grants, licences, easements, statutory rights of way, and other like interests which grant real property interests to the Wedgemount Entities or the Vendor in respect of the Project, listed and as described in Schedule “G”;
- (bbb) **“Receivership Action”** has the meaning ascribed thereto in Recital B;
- (ccc) **“Receivership Order”** has the meaning ascribed thereto in Recital B;
- (ddd) **“Regulatory Approvals”** means any approval, consent, ruling, authorization notice or acknowledgement from any Governmental Entity pursuant to Applicable Law or required to convey, assign and transfer the right, title and interest of the Wedgemount Entities in and to the Purchased Assets to the Purchaser, including to assign the Real Property Interests to the Purchaser;
- (eee) **“Required Consents”** has the meaning ascribed thereto in Section 16.6;
- (fff) **“Required Notices”** has the meaning ascribed thereto in Section 16.6;
- (ggg) **“Revenue Metering Payment”** means the payment in the amount of \$59,850 made by the Vendor to BC Hydro pursuant to the DGIA;
- (hhh) **“Sales Taxes”** means all transfer, sales, excise, stamp, license, production, value-added and other like taxes, assessments, charges, duties, fees, levies or other

governmental charges of any kind, and includes without limitation additions by way of penalties, interest and other amounts with respect thereto, including PST and GST;

(iii) **“Statement of Adjustments”** has the meaning ascribed thereto in Section 8.1;

(jjj) **“Telus Payment”** means the payment in the amount of \$181,300.46 made by the Vendor to TELUS Communications Inc. in respect of the Wedgemount Entities’ contribution towards TELUS Communications Inc.’s construction costs for the relocation of outside plant communication facilities;

(kkk) **“Vendor’s Certificate”** means a certificate executed by an officer of the Vendor in substantially the form attached hereto as Schedule “H”;

(lll) **“Vendor’s Solicitors”** means the firm of McMillan LLP, Royal Centre, 1055 West Georgia Street, Suite 1500, P.O. Box 11117, Vancouver, British Columbia, V6E 4N7, Telephone No. 604.689.9111, Fax No. 604.685.7084;

(mmm) **“Vesting Order”** means an order of the Court in the Receivership Action substantially in the form attached as Schedule “I”, approving the entry into this Agreement by the Vendor and the consummation of the transactions contemplated hereby, and vesting in the Purchaser or its nominee(s) all right, title and interest in and to the Purchased Assets free and clear of all Encumbrances, except for the Permitted Encumbrances, upon payment of the Purchase Price;

(nnn) **“Wedgemount Applications”** has the meaning ascribed thereto in Section 26.2(b); and

(ooo) **“Yukon Documents”** means those documents listed in Schedule “J”.

2. Currency and Form of Payment

2.1 All references to currency shall mean Canadian Dollars unless otherwise expressly provided.

2.2 Subject to Section 7.3, all payments to be made by the Purchaser to the Vendor to effect the transactions set out in this Agreement are to be payable by certified cheque, bank draft or wire transfer to the Vendor’s Solicitors, “In Trust”.

3. Purchase and Sale of Purchased Assets

3.1 Subject to the timely fulfillment or waiver of all of the conditions precedent herein, including the granting of the Vesting Order, the Vendor agrees to sell, assign and transfer to the Purchaser, free and clear of all Encumbrances, except for the Permitted Encumbrances, and the Purchaser agrees to purchase from the Vendor, all right, title and interest in and to the Purchased Assets, upon the terms hereof.

4. "As is, Where is"

4.1 The Purchaser acknowledges that the Vendor is selling the Purchased Assets on an "as is, where is" basis as they exist on the Closing Date. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Vendor does not guarantee title to the Purchased Assets and that the Purchaser has conducted or will have conducted such inspections of the condition of and title to the Purchased Assets as it deems appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition, quantity or quality, assignability or in respect of any other matter or thing whatsoever concerning the Purchased Assets or the right of the Vendor to sell them save and except as expressly represented or warranted in this Agreement. The description of the Purchased Assets contained in this Agreement is for purposes of identification only.

4.2 The Purchaser hereby agrees to assume and comply with all obligations, responsibilities and liabilities arising from and in connection with the Purchased Assets, provided however that, and except as otherwise specified herein, such assumption and compliance shall apply only to obligations and liabilities that accrue from and after the Closing Date, without any recourse whatsoever against the Vendor therefor. Without limiting the generality of this Section, the Purchaser acknowledges and agrees with the Vendor that:

(a) the Purchaser is entering into this Agreement relying entirely upon its own inspections and there are no representations, warranties or covenants or conditions, whether direct or collateral, or express or implied, which induced the Purchaser to enter into this Agreement or on which reliance is placed by the Purchaser, or which affect this Agreement or the Purchased Assets, other than as expressly set out in this Agreement; and

(b) the Purchaser is relying on its own due diligence in reviewing the documents and other materials in respect of the Purchased Assets made available to it by the Vendor and that such documents and other materials are not intended to constitute a representation or warranty as to any of the contents thereof on the part of the Vendor.

4.3 The Vendor shall have no obligations or responsibility to the Purchaser after Closing with respect to any matter relating to the Purchased Assets or the condition thereof, save as otherwise expressly provided in or contemplated by this Agreement.

4.4 This Section 4 shall survive Closing and shall be restated or incorporated by reference, where applicable, in the closing documents.

5. Assumed Obligations

5.1 Subject to Section 5.2, in connection with its acquisition of the Purchased Assets, the Purchaser covenants and agrees to assume all of the Vendor's and the Wedgemount Entities' right, title and interest in and to the Purchased Assets, as well as the Assumed Obligations, but no other assets, obligations or liabilities. For greater certainty, the Purchaser shall not be responsible for any of the Excluded Obligations.

5.2 Notwithstanding Section 5.1, the Purchaser covenants and agrees that it shall assume all of the Vendor's and the Wedgemount Entities' responsibilities and obligations in regard to the Network Upgrade Costs, notwithstanding that some or all of the Network Upgrade Costs accrue before the Closing Date.

5.3 The Purchaser acknowledges that the Vendor will have no responsibility whatsoever for curing any defaults, paying any arrears, or performing any obligations under or with respect to the Assumed Obligations, save and except as otherwise specified herein.

6. Excluded Assets

6.1 Notwithstanding anything to the contrary in this Agreement, the Excluded Assets shall not form part of the purchase and sale contemplated in this Agreement and the Purchaser shall not assume or be responsible for any claim, liability or obligation in relation to or arising out of the Excluded Assets.

7. Purchase Price and Payment

7.1 The aggregate cash consideration payable by the Purchaser to the Vendor for the Purchased Assets is \$12,750,000.00 (the "**Purchase Price**"), plus all applicable Sales Taxes.

7.2 The Parties acknowledge and agree that the Purchase Price shall be allocated among the Purchased Assets in accordance with Schedule "K" and the Vendor and the Purchaser will report the sale and purchase of the Purchased Assets for all tax purposes in a manner consistent with such allocation and shall not file any return that is inconsistent with such allocation.

7.3 Subject to the terms and conditions of this Agreement, the Purchase Price shall be paid as follows:

- (a) by the Purchaser delivering to the Vendor, in trust, at the time that Vendor accepts the Purchaser as the successful bidder, the amount of \$1,000,000 (the "**Deposit**"), to be held in trust and released only in accordance with the terms of this Agreement; and
- (b) the balance of the Purchase Price, after crediting the Deposit, by payment at or prior to the Closing Time to the Vendor or as it may otherwise direct in writing by way of certified cheque, bank draft or wire transfer.

8. Purchase Price Adjustment

8.1 Adjustments to the Purchase Price shall be made as of the Closing Date pursuant to a statement of adjustments (the "**Statement of Adjustments**") to be prepared by the Vendor and agreed by the Purchaser. If the final cost or amount of any item which is to be adjusted cannot be determined at the Closing Date, then an initial estimated adjustment for such item shall be made at the Closing Date (the "**Initial Adjustment**"), such amount to be estimated by the Vendor and agreed by the Purchaser as of the Closing Date on the basis of the best evidence available and being commercially reasonable at Closing as to what the final cost or amount of such item will be. The Initial Adjustment shall be finally adjusted on a final post-closing basis

within 30 days from the Closing Date (the “**Final Adjustment Date**”) upon mutual agreement by the Parties (the “**Final Adjustment**”). If the Parties are unable to come to a mutual agreement regarding the Statement of Adjustments, the Initial Adjustment or the Final Adjustment, then the dispute shall be submitted to a mutually appointed independent accountant for final determination, the costs, charges and expenses for which shall be paid equally by each of the Parties. Any amount payable by one Party to the other pursuant to the Statement of Adjustments or the Final Adjustment shall be paid within five Business Days of the mutual agreement or other determination of that amount and in any case by no later than 30 days after the Final Adjustment Date.

9. Pre-Closing Expenses

9.1 In addition to any adjustments pursuant to Section 8.1, the Purchase Price shall be increased by the total or the agreed portion of any amounts paid by the Receiver prior to the Closing Date:

(a) at the request or direction of the Purchaser, including in respect of any Application, as pre-approved by the Receiver, such approval not to be unreasonably withheld or delayed; or

(b) which the Receiver considers reasonably necessary to advance the Project and are pre-approved by the Purchaser, such approval not to be unreasonably withheld or delayed, including without limitation, interconnection of the Project to the BC Hydro grid,

(collectively, the “**Pre-Closing Expenses**”).

10. Deposit

10.1 The Deposit shall be non-refundable and shall not be returned to the Purchaser under any circumstances unless a Deposit Return Event has occurred, in which case the Vendor shall transfer the Deposit and any interest earned thereon to the Purchaser within three (3) Business Days of the occurrence of the Deposit Return Event.

10.2 If this Agreement is terminated by either the Vendor pursuant to section 19.3 or the Purchaser, but a Deposit Return Event has not occurred, the Vendor shall be entitled to keep the Deposit and any interest earned on the basis that such amount is a genuine pre-estimate of damages suffered by the Vendor and is not a penalty.

11. Taxes

11.1 The Parties acknowledge that the Purchase Price is exclusive of all Sales Taxes. The Purchaser will be solely liable for and shall pay all Sales Taxes, including, without limitation, PST and GST payable upon and in connection with the sale and transfer of the Purchased Assets by the Vendor to the Purchaser, and will file all necessary documentation with respect to such Sales Taxes when due. If the Vendor is required under any Applicable Law to pay or remit any such Sales Taxes, the Purchaser shall promptly reimburse the Vendor the full amount of such Sales Taxes upon delivery to the Purchaser of copies of receipts showing

payment or remittance of such Sales Taxes. In any event, the reimbursement shall be made within ten Business Days of delivery of the receipts of Sales Taxes.

11.2 The Parties will, on the Closing Date, elect jointly under Subsection 167(1)(b) of the ETA, in the prescribed form and containing the prescribed information to permit the Purchased Assets to be conveyed without GST being payable in respect of the purchase and sale thereof hereunder, and the Parties will jointly complete the election forms in respect of such election. The Purchaser shall file the joint election with the Canada Revenue Agency on or before the due date for filing its GST return for its reporting period in which, in the absence of making this joint election, would be the earliest date on which GST would become payable on the sale of the Purchased Assets under this Agreement. The Parties agree that they will cooperate and use commercially reasonable efforts, as may be advisable under Applicable Laws, to mitigate, reduce or eliminate any PST that may be applicable or imposed in respect of the sale of the Purchased Assets under this Agreement, including the Purchaser providing to the Vendor, at or prior to the time of Closing, a duly completed, signed and dated Certificate of Exemption - Production Machinery and Equipment (FIN 492) for any production machinery and equipment eligible for exemption under Part 5 in the Provincial Sales Tax Exemption and Refund Regulation under the PST Act, and a duly completed, signed and dated Certificate of Exemption - General (FIN 490) for any penstock machinery, equipment, apparatus and parts eligible for exemption under section 31 of the said Regulation. To the extent that no exemption from PST is available on the sale of the Purchased Assets, the Purchaser will self-assess and pay any applicable PST to the BC Ministry of Finance by filing a Casual Remittance Return – FIN 405 on or before the last day of the month immediately following the month in which Closing occurs. The Purchaser agrees to provide proof of such self-assessment within five Business Days of doing so. Notwithstanding the foregoing or anything else in this Agreement, the Purchaser shall indemnify the Vendor, and save the Vendor harmless from, any GST, PST, interest, penalties and any other amounts assessed by the Canada Revenue Agency, BC Ministry of Finance or any other applicable Governmental Entity in respect of the sale of the Purchased Assets under this Agreement, except to the extent arising from a Sales Tax liability accruing prior to the Closing Date, which would be an Excluded Obligation. This indemnity shall extend to any costs of investigating and/or disputing any such assessment or proposed assessment of Sales Taxes. The indemnification shall be paid by the Purchaser to the Vendor within three Business Days of the Purchaser receiving delivery from the Vendor of a copy of any such assessment, or as applicable, evidence of such reasonable costs (such as a copy of a supplier's invoice). This indemnity shall survive the completion of the transactions under this Agreement and the Closing indefinitely.

12. Impacts and Benefits Agreement

12.1 For the purposes of this Section 12, all capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to them in the Impacts and Benefits Agreement.

12.2 The Purchaser hereby acknowledges that the Receivership Order provides, among other things that the Vendor may only sell or assign the interest of Wedgemount LP in the Impacts and Benefits Agreement, pursuant to the terms and conditions set out in the Impacts and Benefits Agreement.

12.3 The Purchaser acknowledges and agrees that, at Closing, it shall:

- (a) agree in writing to be bound by the obligations under the Impacts and Benefits Agreement, in accordance with section 19 of the Impacts and Benefits Agreement, substantially in the form attached as Schedule "L" (the "IBA Agreement");
- (b) pay the transfer fee of \$30,000 to or to the order of the Nations, in accordance with section 20 of the Impacts and Benefits Agreement (the "IBA Transfer Fee"); and
- (c) enter into any and all agreements and other documents and do such further and other things as may be necessary to carry out and give effect to the Purchaser's assumption of the interest of Wedgemount LP in and to the Impacts and Benefits Agreement.

13. Representations and Warranties of the Vendor

13.1 The Vendor represents and warrants to the Purchaser that with the intent that the Purchaser will rely on these representations and warranties in entering into this Agreement, and in concluding the purchase and sale contemplated by this Agreement:

- (a) subject to the Vesting Order being granted, the Vendor has the power, authority and capacity to enter into this Agreement and to complete the transactions contemplated therein, subject to the terms of this Agreement;
- (b) none of the Wedgemount Entities is a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);
- (c) Wedgemount LP is registered for purposes of the GST under Part IX of the ETA and the Vendor will provide the registration number for Wedgemount LP prior to the Closing Date; and
- (d) to the best of the Vendor's knowledge, each of the Wedgemount Entities is not registered for PST under the PST Act.

13.2 Except as expressly warranted by the Vendor in this Agreement, the Purchaser shall be deemed to have relied solely and entirely upon its own investigations and inspections of and with respect to the Purchased Assets and to the extent that the Vendor has provided any information to the Purchaser, the Vendor makes no representation whatsoever with respect to the accuracy of any such information.

14. Representations and Warranties of the Purchaser

14.1 The Purchaser represents and warrants to the Vendor as follows, with the intent that the Vendor will rely on these representations and warranties in entering into this Agreement, and in concluding the purchase and sale contemplated by this Agreement:

- (a) the Purchaser is a general partnership duly established, validly existing and in good standing under the jurisdiction of its establishment and in accordance with

applicable legislation governing partnerships in the jurisdiction of its establishment, and has the power and capacity to enter into this Agreement, by and through the General Partners, and carry out its terms;

(b) each General Partner is a corporation duly incorporated, validly existing and in good standing under the jurisdiction of its incorporation and in accordance with applicable legislation governing corporations in the jurisdiction of its incorporation, and has the power and capacity to enter into this Agreement and carry out its terms on behalf of the Purchaser;

(c) the execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement have been duly and validly authorized by all necessary corporate action on the part of the Purchaser, and this Agreement constitutes a legal, valid and binding obligation of the Purchaser;

(d) except for the Vesting Order, no authorization or approval or any other action by, and no notice to or filing with, any Governmental Entity or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Purchaser of this Agreement;

(e) the Purchaser is not a party to, bound or affected by or subject to any indenture, agreement, instrument, charter or by-law provision, order, judgment or decree which would be violated, contravened or breached by the execution and delivery by it of this Agreement or the performance by it of any of the terms contained in this Agreement;

(f) the Purchaser is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada) and is not a non-Canadian person for the purposes of the *Investment Canada Act* (Canada);

(g) the Purchaser is registered for GST under Part IX of the ETA;

(h) the Purchaser is not registered for PST under the PST Act; and

(i) the Purchaser is not a person who is excluded under section 115 of the Provincial Sales Tax Exemption and Refund Regulation from purchasing or acquiring production machinery and equipment exempt from PST under Part 5 of the said Regulation.

15. Survival of Representations

All representations and warranties made by the Vendor and the Purchaser in Sections 13 and 14, respectively, shall survive the Closing and shall continue for a period of six months after the Closing and after such period neither Party shall have any further liability hereunder with respect to such representations and warranties except with respect to any claims made by the other Party within such period or in the case of fraud.

16. Covenants of the Vendor

16.1 Upon payment of the Purchase Price by the Purchaser at the Closing Time, and subject to the terms of this Agreement, the Vendor will sell, transfer and assign to the Purchaser all of the Vendor's and the Wedgemount Entities' (as applicable) right, title and interest in and to the Purchased Assets free and clear of all Encumbrances, except for the Permitted Encumbrances, in accordance with the terms of this Agreement and the Vesting Order.

16.2 Subject to the terms of this Agreement, the Vendor will use all commercially reasonable efforts to take or cause to be taken all other actions, and do or cause to be done all other things, necessary or appropriate to obtain the Vesting Order and to consummate the transactions contemplated by this Agreement.

16.3 From the date of this Agreement until completion of the transactions contemplated herein the Vendor covenants to maintain the Purchased Assets in a commercially reasonable manner.

16.4 From the date of this Agreement until completion of the transactions contemplated herein, and except as contemplated by this Agreement, the Vendor will not sell, transfer or otherwise dispose of, or agree to sell, transfer, pledge, lease, encumber or otherwise dispose of, any Purchased Assets, or enter into any agreement or transaction which would result in the creation of any Encumbrance on any of the Purchased Assets.

16.5 From the date of this Agreement until completion of the transactions contemplated herein, the Vendor covenants to promptly disclose to the Purchaser prior to Closing the occurrence of any material adverse event or change relating to the Project or any of the Purchased Assets.

16.6 The Vendor shall provide reasonable assistance and such information as it has in its possession or can obtain using commercially reasonable efforts to the Purchaser to facilitate those authorizations, consents, approvals, filings, waivers, exemptions or other actions and Regulatory Approvals listed in Schedule "M" (collectively, the "Required Consents"). The Vendor will provide such notice in connection with the Purchased Assets as is required, being those notices listed in Schedule "N" (collectively, the "Required Notices").

17. Covenants of the Purchaser

17.1 On the Closing Date, the Purchaser will assume the Assumed Obligations.

17.2 The Purchaser shall provide all assistance and information reasonably necessary to facilitate the Required Consents, the Required Notices and the Applications, and the transfer of the Purchased Assets to the Purchaser, and any associated out-of-pocket expenses shall be the sole obligation of the Purchaser.

17.3 Except as expressly provided in this Agreement, the Purchaser hereby expressly acknowledges that: (i) if any consents of any Person are required to effect the transfer of any of the Purchased Assets to the Purchaser pursuant to this Agreement, then it is the sole responsibility of the Purchaser to obtain any such consents, and the granting of any such consents

shall not be a condition precedent to the Purchaser's obligations under this Agreement, including the payment of the Purchase Price; and (ii) all out of pocket expenses associated with such consents are the sole obligation of the Purchaser.

17.4 The Purchaser hereby acknowledges that: (i) another prospective purchaser may make an offer for the Purchased Assets; (ii) the Vendor is duty bound to consider any such offers; and (iii) the Vendor may have a duty to bring such other offer to the attention of the Court. The Purchaser hereby acknowledges that it has been advised by the Vendor that, in order to protect its interests, the Purchaser should retain legal counsel to appear at the hearing of the application for the Vesting Order, including to make an amended or further offer for the Purchased Assets should that prove necessary.

18. Conditions Precedent in favour of the Purchaser

18.1 The obligations of the Purchaser to complete the transactions contemplated under this Agreement are subject to the fulfillment of all of the following conditions precedent:

- (a) each of the representations and warranties of the Vendor set forth in Section 13.1 shall be true and correct as if restated on and as of the Closing Date;
- (b) the covenants and obligations contained in this Agreement to be complied with by the Vendor on or before the Closing Date shall have been complied with to the extent required and not been breached in any material respect;
- (c) on or before the Closing Date, the Vendor will have delivered all items which it is required to deliver to the Purchaser pursuant to Section 24.3;
- (d) the existing secured creditor of the Project Assets and the Purchaser have entered into a credit agreement for the financing in respect of the Project and all conditions to funding thereunder have been satisfied;
- (e) the Vendor shall have received evidence that BC Hydro has accepted an offer of land tenure from MFLNRO (application no. 2911932) in connection with the overhead distribution line from Highway 99 to the point of interconnection (Section 2 of the interconnection) and provided a copy of the same to the Purchaser;
- (f) the Vendor shall have provided the Required Notices and, in the case of the DGIA, no objection shall have been raised by BC Hydro within 15 Business Days of receipt of such Required Notice.

18.2 The Purchaser may, in its sole discretion, waive any of the foregoing conditions. Any waiver by the Purchaser must be in writing and delivered to the Vendor's Solicitors.

18.3 If any one of the conditions precedent contained in Section 18.1 has not been satisfied or waived by the Purchaser on or before February 14, 2020, the Purchaser may terminate this Agreement by written notice to the Vendor.

19. Conditions Precedent in favour of the Vendor

19.1 The obligations of the Vendor to complete the transactions contemplated under this Agreement are subject to the fulfillment of all of the following conditions precedent:

- (a) each of the representations and warranties of the Purchaser set forth in Section 14.1 shall be true and correct as if restated on and as of the Closing Date;
- (b) the covenants and obligations contained in this Agreement to be complied with by the Purchaser on or before the Closing Date shall have been complied with to the extent required and not been breached in any material respect; and
- (c) on or before the Closing Date, the Purchaser will have delivered all items which it is required to deliver to the Vendor pursuant to Section 24.2.

19.2 The Vendor may, in its sole discretion, waive any of the foregoing conditions. Any waiver by the Vendor must be in writing and delivered to the Purchaser.

19.3 If any one of the conditions precedent contained in Section 19.1 has not been satisfied or waived by the Vendor on or before February 14, 2020, the Vendor may terminate this Agreement by written notice to the Purchaser.

20. Mutual Conditions Precedent

20.1 Notwithstanding anything herein contained, the obligations of the Parties under this Agreement are subject to the fulfilment of all the following mutual conditions precedent:

- (a) the Vesting Order having been granted by the Court and not having been stayed or set aside on appeal, and the appeal period for making such appeal having expired; and
- (b) there shall be in effect no order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of the Court or other court of competent jurisdiction or of a relevant Governmental Entity prohibiting the consummation of the transactions contemplated hereby and which has not been withdrawn or terminated.

20.2 The Parties may agree to amend or waive any the foregoing conditions. Any amendment or waiver by the Parties must be in writing and delivered to one another in accordance with Section 27.

21. Efforts to Fulfill Conditions Precedent

21.1 Each Party shall proceed diligently and in good faith and use commercially reasonable efforts to satisfy and comply with and assist in the satisfaction of and compliance with their respective conditions precedent contained herein as soon as possible after the date of this Agreement and in any event.

21.2 Each Party shall give notice to the other, in accordance with Section 27, that a Condition Precedent has been satisfied as soon as possible after becoming aware of that fact.

22. Termination

22.1 This Agreement may be terminated prior to or at the Closing Time as follows:

- (a) by mutual written agreement of the Parties;
- (b) by the Vendor in accordance with Section 19.3;
- (c) by the Purchaser in accordance with Section 18.3; or
- (d) upon closing of a transaction with respect to the Purchased Assets with a party other than the Purchaser.

22.2 Each Party's right of termination under this Section 22 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. Nothing in this Section 22 limits or affects any other rights or causes of action any Party may have with respect to the representations, warranties, covenants and indemnities in its favour contained in this Agreement. If a Party waives compliance with any of the conditions, obligations or covenants contained in this Agreement, the waiver will be without prejudice to any of its rights of termination in the event of non-fulfilment, non-observance or non-performance of any other condition, obligation or covenant in whole or in part.

22.3 If any Condition Precedent is not satisfied or waived in accordance with this Agreement on or before the Outside Date then this Agreement shall automatically terminate without any further action by either Party (except Sections 27 (Notices), 29 (Entire Agreement), 32 (Time of the essence), and 33 (Applicable Law and Court Jurisdiction) which shall remain in full force and effect) and no Party shall have any claim against the other except for any prior breach of this Agreement.

23. Risk

23.1 The Purchased Assets will be at the Vendor's risk until the completion of the transaction contemplated herein on the Closing Date and thereafter at the Purchaser's risk.

24. Closing

24.1 Subject to the terms and conditions of this Agreement, and the satisfaction or the waiver of the conditions precedent in Sections 18 through 20, the purchase and sale of the Purchased Assets will be completed at the Closing Time at the offices of the Vendor's Solicitors.

24.2 At the Closing Time, the Purchaser will deliver, or cause to be delivered to the Vendor:

- (a) the Purchase Price (as adjusted pursuant to Sections 8.1 and 9.1), less the Deposit, plus all applicable Sales Taxes;

- (b) a certificate of a senior officer of the Purchaser dated the Closing Date, confirming that (i) all of the representations and warranties of the Purchaser contained in this Agreement are true as of the Closing Date, with the same effect as though made on and as of the Closing Date; and (ii) the covenants and obligations contained in this Agreement to be complied with by the Purchaser on or before the Closing Date have been complied with to the extent required and have not been breached in any material respect;
- (c) the IBA Agreement executed by the Purchaser, in accordance with Section 12.3(a);
- (d) the IBA Transfer Fee, in accordance with Section 12.3(b);
- (e) the BC Hydro Letter of Credit;
- (f) the BC Hydro Assignment duly executed by the Purchaser;
- (g) a duly executed General Conveyance; and
- (h) such further and other documentation as is referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement.

24.3 At the Closing Time, the Vendor shall deliver, or cause to be delivered to the Purchaser:

- (a) all of the Wedgemount Entities' right, title and interest in and to the Purchased Assets free and clear of all Encumbrances, except for the Permitted Encumbrances, in accordance with the Vesting Order;
- (b) a Court-certified copy of the Vesting Order;
- (c) an executed copy of the Vendor's Certificate;
- (d) a receipt for the Purchase Price and all applicable Sale Taxes;
- (e) the BC Hydro Assignment duly executed by the Vendor and BC Hydro;
- (f) the Yukon Documents;
- (g) a duly executed General Conveyance; and
- (h) all such assignments, instruments of transfer, deeds, assurances, consents, registrations and other documents executed by the Vendor as requested by the Purchaser in respect of the purchase and transfer of the Purchased Assets to the Purchaser and registrations in connection therewith, and the Purchaser shall be entitled to possession of the Purchased Assets, in accordance with the Vesting Order, upon payment of the Purchase Price in accordance with this Agreement; provided however that, no such document shall be required to be delivered at the Closing Time in relation to any of the Applications.

25. Limitations of Liability

25.1 The Purchaser hereby expressly acknowledges and agrees that the Vendor is acting only in its representative capacity as court-appointed receiver and manager of the assets, undertakings and properties of the Wedgemount Entities and shall have no personal or corporate liability under or as a result of entering into or carrying out the transaction which is the subject of this Agreement except in such capacity and without limitation to the generality of the foregoing the Vendor shall have no liability under or as a result of entering into or carrying out of such transaction in its personal or corporate capacity.

26. Further Assurances

26.1 The Parties will execute such further and other documents, do such further and other things as may be necessary to carry out and give effect to the intent of this Agreement and give possession of the Purchased Assets to the Purchaser.

26.2 In particular, following Closing the Vendor shall:

(a) deliver up any and all keys, passcodes or information that are in the possession of the Vendor;

(b) at the request of the Purchaser, facilitate the introduction of the Purchaser to the relevant Governmental Entity or other party in connection with any necessary applications for:

(i) MFLNRO occupant licence to cut and/or work permit;

(ii) MFLNRO land tenure application no. 2411948 to be granted to the Wedgemount Entities in connection with the overhead distribution line from the south end of Riverside Drive to the point of interconnection; and

(iii) extension of MFLNRO Conditional Water Licence No. C131218;

(collectively, the "**Wedgemount Applications**", and each a "**Wedgemount Application**"); and

(iv) MOTI highway crossing permit to be granted to BC Hydro in connection with the Project's overhead distribution line crossing Highway 99;

(v) MFLNRO land tenure application no. 2411932 to be granted to BC Hydro in connection with the overhead distribution line from Highway 99 to the point of interconnection;

(vi) Squamish-Lillooet Regional District building permit in connection with the powerhouse; and

(vii) MOTI permit to be granted to the Purchaser in relation to the underground distribution line ducting installed within the vicinity of Riverside Drive,

(collectively, the “Applications” and each an “Application”), provided however that any associated out-of-pocket expenses shall be the sole obligation of the Purchaser; and

(c) to the extent permissible by Applicable Law, sell, assign and transfer to the Purchaser in accordance with the terms of this Agreement, any permit or licence that is granted to the Vendor pursuant to a Wedgemount Application, and such permit or licence shall be deemed to be a Purchased Asset.

26.3 If and to the extent that any regulatory or administrative process necessary to facilitate the transfer of any of the Purchased Assets to the Purchaser pursuant to this Agreement has not been completed by the Closing Date, the Vendor agrees that it shall hold the relevant Purchased Asset(s) in trust for the Purchaser until the earlier of such time as the applicable regulatory or administrative process has been completed or the Vendor is discharged as receiver and manager of the assets, undertakings and properties of the Wedgemount Entities.

26.4 Nothing in this Section 26 shall create any obligation on the part of the Vendor to take any action after the date that is 60 days after the Closing Date unless not less than five Business Days prior to that date, the Purchaser delivers written notice to the Vendor of the reasonable specific actions it requires the Vendor to take and provided that the costs associated therewith (including but not limited to the expenses and hourly charges of the Vendor and its counsel in connection with the ongoing appointment of the Vendor as receiver and manager of the assets, undertakings and properties of the Wedgemount Entities, and all applicable taxes) shall be the obligation of the Purchaser and the Purchaser agrees to pay such costs within 10 Business Days following delivery by the Vendor to the Purchaser of an invoice itemizing such costs.

27. Notice

27.1 Any notice, direction or other communication (each a “Notice”) given regarding the matters contemplated by this Agreement, other than in any Notice required by Section 21.2 must be in writing, sent by personal delivery or courier (but not by facsimile or electronic mail) and addressed:

(a) to the Vendor at:

Deloitte Restructuring Inc.
2800 – 1055 Dunsmuir Street
Vancouver, British Columbia, V7X 1P4
Attention: Jeff Keeble / Paul Chambers

with a copy to:

McMillan LLP
Royal Centre, Suite 1500
1055 West Georgia Street
Vancouver, British Columbia V6E 4N7
Attention: Vicki Tickle

(b) to the Purchaser at:

Concord Green Energy Inc.
9th Floor, 1095 West Pender Street
Vancouver, British Columbia V6E 2M6
Attention: Cliff McCracken

with a copy to:

Lawson Lundell LLP
1600 – 925 West Georgia Street,
Vancouver, British Columbia V6C 3L2
Attention: Mandeep Dhaliwal

A Notice is deemed to be delivered and received (i) if sent by personal delivery, on the date of delivery if it is a Business Day and the delivery was made prior to 5:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, (ii) if sent by same-day service courier, on the date of delivery if sent on a Business Day and delivery was made prior to 5:00 p.m. (local time in place of receipt) and otherwise on the next Business Day or (iii) if sent by overnight courier, on the next Business Day. A Party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed. The failure to send a copy of a Notice to legal counsel in accordance with the foregoing shall not invalidate any Notice given to a Party in accordance with this Section.

27.2 Any Notice required by Section 21.2 must be in writing and may be delivered by electronic email addressed:

(a) to the Vendor at:

jkeeble@deloitte.ca and pachambers@deloitte.ca

with a copy to :

vicki.tickle@mcmillan.ca

(b) to the Purchaser at:

dyoung@s2ses.com

with a copy to:

mdhaliwal@lawsonlundell.com

28. Legal Advice

28.1 The Purchaser has consulted with and been advised by its own legal, tax and other professional advisors before entering into this Agreement, has read same and understands the contents thereof.

29. Entire Agreement

29.1 This Agreement constitutes the entire agreement between the Parties and there are no representations or warranties, express or implied, statutory or otherwise and no collateral agreements other than as expressly set forth or referred to in this Agreement.

30. Amendment

30.1 No supplement, modification, amendment, waiver, discharge or termination of this Agreement will be binding unless made in writing and signed by both Parties. No waiver of, failure to exercise or delay in exercising, any provision of this Agreement constitutes a waiver of any other provision (whether or not similar) nor does such waiver constitute a continuing waiver unless otherwise expressly provided.

31. Assignment

31.1 This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party hereto.

32. Time of the Essence

32.1 Time is of the essence of this Agreement.

33. Applicable Law and Court Jurisdiction

33.1 This Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein, and the Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of British Columbia in relation to any matter relating to this Agreement.

34. Successors and Assigns

34.1 This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

35. Headings

35.1 The headings appearing in this Agreement are inserted for convenience of reference only and will not affect the interpretation of this Agreement.

36. Severability

36.1 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof and each provision is hereby declared to be separate, severable and distinct. To the extent that any provision is found to be invalid, illegal or unenforceable, the Parties shall act in good faith to substitute for such provision, to the extent possible, a new provision with content and purpose as close as possible to the provision so determined to be invalid, illegal or unenforceable.

37. Counterparts

37.1 This Agreement may be signed in counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute one and the same instrument. A counterpart may be delivered by facsimile, email or any other form of electronic transmission.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

AS EVIDENCE OF THEIR AGREEMENT the Parties have executed this Agreement as of the day and year first above written.

DELOITTE RESTRUCTURING INC. in its capacity as 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., and not in its personal or corporate capacity

Per: Paul Chambers
Name: PAUL CHAMBERS
Title: SENIOR VICE PRESIDENT

CONCORD WEDGEMOUNT CREEK GENERAL PARTNERSHIP, a general partnership established under the *Partnership Act*, acting through its general partners 11739484 Canada Inc., and 11739522 Canada Inc.

11739484 Canada Inc.

Per: _____
Name:
Title:

11739522 Canada Inc.

Per: _____
Name:
Title:

AS EVIDENCE OF THEIR AGREEMENT the Parties have executed this Agreement as of the day and year first above written.

DELOITTE RESTRUCTURING INC. in its capacity as 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., and not in its personal or corporate capacity

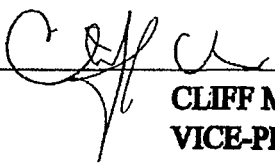
Per: _____
Name:
Title:

CONCORD WEDGEMOUNT CREEK GENERAL PARTNERSHIP, a general partnership established under the *Partnership Act*, acting through its general partners 11739484 Canada Inc., and 11739522 Canada Inc.

11739484 Canada Inc.

Per:  _____
Name: **CLIFF MCCRACKEN**
Title: **VICE-PRESIDENT**

11739522 Canada Inc.

Per:  _____
Name: **CLIFF MCCRACKEN**
Title: **VICE-PRESIDENT**

SCHEDULE "A"
BC HYDRO ASSIGNMENT

REDACTED

SCHEDULE "B"

CONTRACTS

- 1) The Amended EPA.
- 2) The Impacts and Benefits Agreement.
- 3) The DGIA.
- 4) Mitigation Letter Agreement dated February 21, 2019 between MFLNRO and the Vendor.
- 5) Contract between United Building Systems Design Ltd. and the Vendor dated August 17, 2017.
- 6) Contract between Roy Campbell Ltd and the Vendor dated August 30, 2017.
- 7) Contract between Clean Energy Consulting Inc. and the Vendor dated June 8, 2017.
- 8) Contract between Sigma Engineering Ltd. and the Vendor dated July 17, 2017.
- 9) Contract between Cascade Environmental Resource Group Ltd. and the Vendor dated June 26, 2017, as amended by Addendum Letter dated September 14, 2018.
- 10) Contract between Geopacific Consultants Ltd. and the Vendor dated September 25, 2017.
- 11) Contract between Northwest Hydraulic Consultants Ltd. and the Vendor dated September 11, 2018.

SCHEDULE "C"

EQUIPMENT

All materials and equipment currently stored inside or adjacent to the powerhouse including but not limited to:

- a. Rainpower two jet horizontal pelton turbine and TES generator
- b. Pelton runner
- c. UEE 25kV Switchgear, Protection, and Control System
- d. Main power transformer
- e. Station service transformer
- f. Current transformers
- g. Battery Charger
- h. AC and DC electrical distribution and protection panels
- i. Lighting and HVAC systems
- j. MCC control panel
- k. Water cooling system
- l. Oil lubrication/cooling system
- m. HPU system
- n. Wires, cabling, hydraulic lines, water system

Remaining equipment or material stored in the outdoor laydown area, or the penstock and intake area, including but not limited to:

- o. Penstock pipe, flanged and/or grooved for assembly
- p. Mechanical coupling devices
- q. Expansion joints and related fittings
- r. Valves or gates
- s. Electrical conduit
- t. Electrical cable

Gauging/hydrology equipment onsite or in Wedgemount Creek

SCHEDULE "D"
GENERAL CONVEYANCE

GENERAL CONVEYANCE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT is made the ____ day of November, 2019,

BETWEEN:

CONCORD WEDGEMOUNT CREEK GENERAL PARTNERSHIP, a general partnership established under the *Partnership Act*, acting through its general partners 11739484 Canada Inc., a corporation established under the *Canada Business Corporations Act* (incorporation number: 1173948-4), and 11739522 Canada Inc., a corporation established under the *Canada Business Corporations Act* (incorporation number: 1173952-2) and having an office at 9th Floor, 1095 West Pender Street, Vancouver, British Columbia, V6E 2M6

(the "Assignee")

AND:

DELOITTE RESTRUCTURING INC., in its capacity as 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., and not in its personal or corporate capacity, having an office at 2800 – 1055 Dunsmuir Street, Vancouver, British Columbia, V7X 1P4

(the "Assignor")

WHEREAS:

(A) The Assignor and the Assignee have entered into an Asset Purchase Agreement dated November 20, 2019 (the "Asset Purchase Agreement");

(B) Pursuant to the Asset Purchase Agreement, the Assignor has agreed to sell, assign and transfer the Purchased Assets to the Assignee, and the Assignee has agreed to purchase, acquire and accept the assignment of the Purchased Assets from the Assignor and assume all of the Assumed Obligations, all for the consideration and upon the terms and subject to conditions set forth in the Asset Purchase Agreement; and

(C) Pursuant to the Asset Purchase Agreement, the Assignor and the Assignee have agreed to enter into this General Conveyance, Assignment and Assumption Agreement (this "Agreement") with respect to the Purchased Assets and the Assumed Obligations.

NOW THEREFORE in consideration of the payment by the Assignee to the Assignor of the Purchase Price and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged by the Assignor and the Assignee, and the assumption of the Assumed Liabilities by the Assignee, the Assignor and the Assignee each hereby covenant and agree as follows:

1. Definitions

Unless otherwise defined in this Agreement, capitalized terms used herein (including the recitals hereto) have the meanings given to them in the Asset Purchase Agreement.

2. Transfer of Assets

Pursuant to the Asset Purchase Agreement, effective as of the Closing Time, the Assignor hereby sells, assigns and transfers to the Assignee all of the Assignor's property, title, rights and interests in and to the Real Property Interests for the use of the Assignee absolutely, free and clear of all Encumbrances other than Permitted Encumbrances, all in accordance with and subject to the terms and conditions of the Asset Purchase Agreement, to have and to hold, all and singular, with full power to the Assignee to take such measures for the full recovery and enjoyment of the rights in the same manner as the Assignor, but for this Agreement, may have itself taken.

3. Assumption of Liabilities

Pursuant to the Asset Purchase Agreement, effective as of the Closing Time, the Assignee hereby assumes and will be responsible for and pay, satisfy, discharge, perform and fulfil the Assumed Obligations with respect to the use and ownership of the Purchased Assets from and after the Closing Time.

4. Subject to the Asset Purchase Agreement

Nothing in this Agreement shall supersede, amend, alter or modify (nor shall it be deemed or construed to supersede, amend, alter or modify) any of the terms or conditions of the Asset Purchase Agreement in any manner whatsoever. In the event of any conflict between the provisions of this Agreement and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control and prevail.

5. Limitations of Liability

The Assignee hereby expressly acknowledges and agrees that the Assignor is acting only in its representative capacity as court-appointed receiver and manager of the assets, undertakings and properties of the Wedgemount Entities and shall have no personal or corporate liability under or as a result of entering into or carrying out the transaction which is the subject of this Agreement except in such capacity and without limitation to the generality of the foregoing the Assignor shall have no liability under or as a result of entering into or carrying out of such transaction in its personal or corporate capacity.

6. **Further Assurances**

The Assignor and the Assignee shall execute and deliver all further documents and perform all other acts as may be necessary or desirable to give effect to the terms of this Agreement.

7. **Enurement**

This Agreement shall enure to the benefit of and shall be binding upon the Assignor and the Assignee and each of their successors and assigns.

8. **Governing Law**

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of British Columbia and the federal laws of Canada applicable therein and the parties hereby attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.

9. **Severability**

Each provision of this Agreement is hereby declared to be separate, severable and distinct. If any provision of this Agreement is determined to be invalid, illegal or unenforceable in any respect, the remainder of this Agreement will not be affected thereby and will be applied and construed as if such invalid, illegal or unenforceable provision had been omitted unless such provision or provisions are so material that its or their invalidity, illegality or unenforceability would materially change the purchase and sale under this Agreement so as to make it unreasonable and contrary to the intentions of the parties.

10. **Counterparts**

This Agreement may be executed in any number of counterparts and delivered, in original form or by electronic facsimile or transmission, each of which will together, for all purposes, constitute one and the same instrument as if the parties hereto had executed the same document, and all counterparts will be construed together and constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

IN WITNESS WHEREOF the Assignor and the Assignee have executed and delivered this Agreement as of the day and year first above written.

DELOITTE RESTRUCTURING INC., in its capacity as 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., and not in its personal or corporate capacity

Per: _____
Name:
Title:

CONCORD WEDGEMOUNT CREEK GENERAL PARTNERSHIP, acting through its general partners 11739484 Canada Inc. and 11739522 Canada Inc.

Per: _____
Name:
Title:

Per:
Name:
Title:

SCHEDULE "E"

PERMITS

1. Leave To Commence Construction issued by MFLNRO on October 17, 2014.
2. Fisheries and Oceans Canada letter dated October 28, 2013.
3. Road Use and Logging Cost Agreement with Cheakamus Community Forest Society dated September 12, 2012, as amended on October 17, 2013 and January 10, 2015.
4. Conditional Water Licence No. C131218 issued May 29, 2014 by MFLNRO, as amended June 27, 2014.

SCHEDULE "F"

PERMITTED ENCUMBRANCES

Any and all security and other encumbrances in favour of Industrial Alliance Insurance and Financial Services Inc. or any related entity in connection with the financing provided to the Purchaser in respect of the Project.

SCHEDULE "G"

REAL PROPERTY INTERESTS

1. Licence of Occupation No. 242603 granted by MFLNRO on April 14, 2014.
2. Statutory Right of Way No. CA3110108.
3. Statutory Right of Way No. CA6923911

SCHEDULE "H"

VENDOR'S CERTIFICATE

TO: ●, by its general partner, ●, ● (the "Purchaser")

RE: Asset Purchase Agreement dated ●, 2019 (the "Agreement") between Deloitte Restructuring Inc. in its capacity as 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. (collectively, the "Wedgemount Entities") and not in its personal or corporate capacity (the "Vendor") and the Purchaser.

Unless otherwise defined herein, the definitions provided for in the Agreement are adopted in this certificate (the "Certificate").

I, ●, a Senior Vice President of Deloitte Restructuring Inc., hereby certify that as of the date of this Certificate:

1. I am personally familiar with the matters hereinafter mentioned.
2. Each of the representations and warranties of the Vendor contained in Section 13 of the Agreement were true and correct in all material respects when made and are true and correct in all material respects as of the Closing Date.
3. All obligations of the Vendor contained in the Agreement to be performed prior to or at the Closing Time have been timely performed in all material respects.
4. This Certificate is made by Deloitte Restructuring Inc. solely in its capacity as the receiver and manager of the assets, undertakings and properties of the Wedgemount Entities and not in its personal or corporate capacity, and is binding upon the Vendor.
5. This Certificate is made with full knowledge that the Purchaser is relying on the same for the closing of the transactions contemplated by the Agreement.

IN WITNESS WHEREOF I have executed this Certificate this ____ day of _____, 2019.

DELOITTE RESTRUCTURING INC., solely in its capacity as 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., and not in its personal or corporate capacity

Per: _____
Name:
Title:

on [redacted] day, [redacted], 201[redacted] and on hearing [redacted], 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 [redacted] Report of the Receiver filed [redacted], 2019 (the "[redacted] Report");

THIS COURT ORDERS AND DECLARES that:

1. The sale transaction (the "**Transaction**") contemplated by the Asset Purchase Agreement dated [redacted], 2019 (the "**Sale Agreement**") between the Receiver and [redacted], acting through its general partner [redacted] (the "**Purchaser**"), a copy of which is attached hereto as Schedule "[redacted]", is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the assets described in the Sale Agreement (the "**Purchased Assets**").
2. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as Schedule "[redacted]" hereto (the "**Receiver's Certificate**"), all of the Debtors' right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**"), including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Court dated May 12, 2017; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; and (iii) those Claims listed on Schedule "[redacted]" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule "[redacted]" hereto), and, for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.
3. Upon presentation for registration in the Land Title Office for the Land Title District of Vancouver of a certified copy of this Order, together with a letter from McMillan LLP, solicitors for the Receiver, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:
 - a) enter [redacted] the registered owner of the Real Property Interests as identified in Schedule "[redacted]" hereto (collectively, the "**Real Property Interests**"), together with all of the Debtors' buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licences, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements, appurtenances to the said

hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in respect of the Real Property Interests, and this court declares that it has been proved to the satisfaction of the Court on investigation that the title of [●] in and to the Real Property Interests is a good and safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of the Purchaser as aforesaid; and

- b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Real Property Interests all of the registered Encumbrances except for those listed in Schedule “●”.
4. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver’s Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.
5. The Receiver is to file with the Court a copy of the Receiver’s Certificate forthwith after delivery thereof.
6. Subject to the terms of the terms of the Sale Agreement, vacant possession of the Purchased Assets shall be delivered by the Receiver to the Purchaser at 12:00 p.m. on the Closing Date (as defined in the Sale Agreement), subject to the permitted encumbrances as set out in the Sale Agreement and listed on Schedule “●”.
7. The Receiver, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court.
8. Notwithstanding:
 - a) these proceedings;
 - b) any applications for a bankruptcy order in respect of the Debtors, or any of them, now or hereafter made pursuant to the Bankruptcy and Insolvency Act and any bankruptcy order issued pursuant to any such applications; and
 - c) any assignment in bankruptcy made by or in respect of the Debtors, or any of them,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors or any of them, and shall not be void or voidable by creditors of the Debtors or any of them, nor shall it constitute or be deemed to be a transfer at undervalue, a fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it

constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

9. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
10. The Receiver or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.
11. 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 ●
Lawyer for Deloitte Restructuring Inc.

BY THE COURT

REGISTRAR

SCHEDULE "A" TO VESTING ORDER

List of Counsel

Name of Counsel	Party Represented

SCHEDULE "B" TO VESTING ORDER

Form of Receiver's Certificate

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

DEFENDANTS

RECEIVER'S CERTIFICATE

RECITALS:

- A. Pursuant to an Order of the Supreme Court of British Columbia (the "Court") dated May 12, 2017, Deloitte Restructuring Inc. was appointed as the receiver (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. (collectively, the "Debtors").
- B. Pursuant to an Order of the Court dated ♦, 2019 (the "Approval and Vesting Order"), the Court approved the asset purchase agreement dated ♦, 2019 (the "Sale Agreement")

between the Receiver and ♦ (the "Purchaser") and provided for the vesting in the Purchaser of the Debtors' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in sections ♦, ♦ and ♦ of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Approval and Vesting Order or the Sale Agreement, as applicable.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing set out in sections ♦, ♦ and ♦ of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

Deloitte Restructuring Inc., in its capacity as Receiver of the assets, undertakings and properties of Wedgemount Power Limited Partnership, Wedgemount Power (GP) Inc. and Wedgemount Power Inc., and not in its personal capacity

Per: _____
Name:|
Title:

SCHEDULE "C" TO VESTING ORDER

Encumbrances

British Columbia Personal Property Registry ("BCPPR") Base Registration No. 683926I dated June 24, 2015 in favour of Travelers Capital Corporation.

BCPPR Base Registration No. 999441J dated May 11, 2017 in favour of Her Majesty the Queen in Right of the Province of British Columbia.

BCPPR Base Registration No. 999451J dated May 11, 2017 in favour of Her Majesty the Queen in Right of the Province of British Columbia.

BCPPR Base Registration No. 683867I dated June 24, 2015 in favour of Travelers Capital Corporation.

BCPPR Base Registration No. 249488H dated March 20, 2013 in favour of 28165 Yukon Inc., Paradise Investment Trust and Sunny Paradise Holdings Inc.

[NTD: To be confirmed at time of application for Vesting Order – including any Encumbrances registered against title to Statutory Right of Way CA3110108.]

SCHEDULE "D" TO VESTING ORDER

Permitted Encumbrances

[NTD: To include particulars of security in favour of Industrial Alliance in connection with the financing of the Project.]

SCHEDULE "E" TO VESTING ORDER

Real Property Interests

Statutory Right of Way No. CA3110108

Statutory Right of Way No. CA6923911

[NTD: This reflects the interests that the Registrar of Land Titles will be directed to register in the name of the GPs.]

SCHEDULE "J"

YUKON DOCUMENTS

1. Reparations Termination Confirmation
2. Irrevocable Acknowledgement re Ducting and Lien Payment
3. Consent, Authorization and Acknowledgement – Mountain Adventure Ltd.

SCHEDULE "K"

PURCHASE PRICE ALLOCATION

1. Plant assets (meaning the improvements (including the intake, penstock and powerhouse), Equipment, Intellectual Property, Contracts and Permits required for the operation and maintenance of the Project), detailed as follows:	CA\$12,749,900.00
2. Plant lands (meaning the Real Property Interests excluding the intake, penstock and powerhouse)	CA\$100.00
Total (Purchase Price):	CA\$12,750,000.00

SCHEDULE "L"

IBA AGREEMENT

ACKNOWLEDGEMENT AND AGREEMENT

THIS AGREEMENT is dated for reference the ____ day of _____, 2019.

BETWEEN:

Concord Wedgemount Creek General Partnership, a general partnership established under the *Partnership Act*, acting through its general partners 11739484 Canada Inc., a corporation established under the *Canada Business Corporations Act* (incorporation number: 1173948-4), and 11739522 Canada Inc., a corporation established under the *Canada Business Corporations Act* (incorporation number: 1173952-2), and having an office at 9th Floor, 1095 West Pender Street, Vancouver, British Columbia, V6E 2MG

(the "Purchaser")

AND:

LIL'WAT NATION, also known as the Mount Currie Indian Band, a band within the meaning of section 2(1) of the *Indian Act* as represented by its Council, with administrative offices at 82 IR 10 Road, Mount Currie, British Columbia, V0N 2K0, for and on behalf of itself and all its members

("Lil'Wat")

AND:

SQUAMISH NATION, also known as the Squamish Indian Band, a band within the meaning of section 2(1) of the *Indian Act* as represented by its Council, with administrative offices at 320 Seymour Boulevard, North Vancouver, British Columbia, V7J 2J3, for and on behalf itself and all its members

("Squamish", and together with Lil' Wat, the "Nations")

WHEREAS:

- A. The Nations and Wedgemount Power Inc. ("WPI") entered into the Impacts and Benefits Agreement dated August 1, 2014 (as amended, modified, restated or replaced from time, the "Initial IBA").
- B. WPI assigned all of its rights and obligations in and to the Initial IBA to Wedgemount Power Limited Partnership ("WPLP"), represented by its general partner Wedgemount Power (GP) Inc. ("WPGP"), and the Nations consented to same in the Assumption and Acknowledgement Agreement dated for reference and effective November 25, 2014 among WPI (as assignor), WPLP (as assignee) and the Nations (together with the Initial IBA the "Assigned IBA").

- C. Pursuant to an Order dated May 12, 2017 (the “**Receivership Order**”), Deloitte Restructuring Inc., was appointed as Court-appointed receiver and manager (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of WPLP, WPGP and WPI (collectively, the “**Wedgemount Entities**”).
- D. By the Amendment Agreement to Impacts and Benefits Agreement, dated for reference September 12, 2018, among, WPLP, represented by its general partner WPGP and by the Receiver, and the Nations, the Assigned IBA was amended (as so amended, the “**Amended IBA**”).
- E. The Receiver, in exercise of its Court-granted powers, has entered into an asset purchase agreement with the Purchaser, for the sale of certain of the assets of the Wedgemount Entities, including the Amended IBA. The sale contemplated by the asset purchase agreement represents a Disposition for the purposes of the Amended IBA.

NOW THEREFORE in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Nations and the Purchaser (together, the “**Parties**”), the Parties agree as follows:

- 1. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in the Amended IBA.
- 2. Pursuant to paragraph 19 of the Amended IBA, the Purchaser hereby acknowledges and agrees, in favour of the Nations, to assume and be bound by the obligations of WPLP, represented by its general partner, under the Amended IBA including, without limitation, the obligation to make payment of the Royalty and the transfer obligations specified in paragraph 21 of the Amended IBA.
- 3. Lil’Wat and Squamish each hereby acknowledge and agree in favour of the Purchaser as follows:
 - (a) the Amended IBA is in full force and effect as of the date hereof;
 - (b) to the best of their knowledge, there is no breach or default under the Amended IBA;
 - (c) there are no payments due and outstanding under the Amended IBA as of the date of this agreement; and
 - (d) for greater clarity, the Royalty payable under section 16 of the Amended IBA is to be paid to the Nations.
- 4. This agreement will be governed in accordance with the laws applicable in the Province of British Columbia.
- 5. This agreement may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and each of which may be delivered by

facsimile, electronic mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

[Signatures on the following page]

IN WITNESS WHEREOF the Parties have duly executed this agreement as of the date set out above.

**CONCORD WEDGEMOUNT CREEK
GENERAL PARTNERSHIP**, by its general
partners 11739484 Canada Inc. and 11739522
Canada Inc.

Name:
Title:

Name:
Title:

LIL'WAT NATION, as represented by its Chief
and Council

Name:
Title:

SQUAMISH NATION, as represented by its
Council

Name:
Title:

SCHEDULE "M"

REQUIRED CONSENTS

1. Consent of Cheakamus Community Forest Society pursuant to agreement dated September 21, 2012, as amended October 17, 2013 and January 10, 2015.
2. Consent of MFLNRO regarding Licence of Occupation No. 242603

SCHEDULE "N"
REQUIRED NOTICES

1. Notice to BC Hydro pursuant to the DGIA.
2. Notice to MFLNRO regarding assignment of Licence of Occupation No 242603 granted by MFLNRO dated April 14, 2014.
3. Notice to Roy Campbell Ltd. pursuant to contract dated August 30, 2017.
4. Notice to Clean Energy Consulting Inc. pursuant to contract dated June 8, 2017.
5. Notice to Sigma Engineering Ltd. pursuant to contract dated July 17, 2017.
6. Notice to Cascade Environmental Resource Group Ltd. pursuant to contract dated June 26, 2017, as amended by Addendum Letter dated September 14, 2018.
7. Notice to Northwest Hydraulic Consultants Ltd. pursuant to contract dated September 11, 2018.

SCHEDULE "C" TO VESTING ORDER

Form of Receiver's Certificate

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

DEFENDANTS

RECEIVER'S CERTIFICATE

RECITALS:

- A. Pursuant to an Order of the Supreme Court of British Columbia (the "**Court**") dated May 12, 2017, Deloitte Restructuring Inc. was appointed as the receiver (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. (collectively, the "**Debtors**").
- B. Pursuant to an Order of the Court dated December 12, 2019 (the "**Approval and Vesting Order**"), the Court approved the asset purchase agreement dated November 18, 2019 as amended by the Amending Agreement dated December 5, 2019 (the "**Sale Agreement**") between the Receiver and Concord Wedgemount Creek General Partnership acting

through its general partners 11739484 Canada Inc. and 11739522 Canada Inc. (the "Purchaser") and provided for the vesting in the Purchaser of the Debtors' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in sections 18, 19 and 20 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Approval and Vesting Order or the Sale Agreement, as applicable.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing set out in sections 18, 19 and 20 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

Deloitte Restructuring Inc., in its capacity as Receiver of the assets, undertakings and properties of Wedgemount Power Limited Partnership, Wedgemount Power (GP) Inc. and Wedgemount Power Inc., and not in its personal capacity

Per: _____

Name:

Title:

SCHEDULE "D" TO VESTING ORDER

Encumbrances

British Columbia Personal Property Registry ("BCPPR") Base Registration No. 683926I dated June 24, 2015 in favour of Travelers Capital Corporation.

BCPPR Base Registration No. 999441J dated May 11, 2017 in favour of Her Majesty the Queen in Right of the Province of British Columbia.

BCPPR Base Registration No. 999451J dated May 11, 2017 in favour of Her Majesty the Queen in Right of the Province of British Columbia.

BCPPR Base Registration No. 683867I dated June 24, 2015 in favour of Travelers Capital Corporation.

BCPPR Base Registration No. 249488H dated March 20, 2013 in favour of 28165 Yukon Inc., Paradise Investment Trust and Sunny Paradise Holdings Inc.

SCHEDULE "E" TO VESTING ORDER

Permitted Encumbrances

Nil.

SCHEDULE "F" TO VESTING ORDER

Real Property Interests

Statutory Right of Way No. CA3110108

Statutory Right of Way No. CA6923911

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

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