



No. B-240477
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

Between:

STELLEX POWER LINE OPCO LLC AND 1501841 B.C. LTD.

PETITIONERS

And:

ROKSTAD HOLDINGS CORPORATION, ROKSTAD POWER (2018) LTD., ROKSTAD POWER CONSTRUCTION SERVICES LTD., ROKSTAD POWER TRANSMISSION SERVICES LTD., ROKSTAD POWER (PRAIRIES) LTD., GOLDEN EARS PAINTING & SANDBLASTING (2018) LTD., PLOWE POWER SYSTEMS (2018) LTD., ROKSTAD POWER (EAST), INC., ROKSTAD POWER INC. AND ROK AIR, LLC

RESPONDENTS

ORDER MADE AFTER APPLICATION
(GRAHAM TRANSACTION APPROVAL AND VESTING ORDER)

BEFORE THE HONOURABLE)
JUSTICE LOO) January 31, 2025
)

THE APPLICATION of FTI Consulting Canada Inc. as Receiver and Manager (the "Receiver") of Rokstad Holdings Corporation, Rokstad Power (2018) Ltd., Rokstad Power Construction Services Ltd., Rokstad Power Transmission Services Ltd., Rokstad Power (Prairies) Ltd., Golden Ears Painting and Sandblasting (2018) Ltd., Plowe Power Systems (2018) Ltd., Rokstad Power (East), Inc., Rokstad Power Inc., and Rok Air, LLC (together, the "Debtors") coming on for hearing at Vancouver, British Columbia, on the 31st day of January, 2025; AND ON HEARING from Mary Buttery, K.C. counsel for the Receiver and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the material filed, including the Receiver's Fourth Report to the Court, dated January 21, 2025 (the "Fourth Report"); AND PURSUANT TO the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "BIA"); **THIS COURT ORDERS, DECLARES, AND DIRECTS THAT:**

SERVICE

1. The time for service of this 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 established in this proceeding is hereby dispensed with.

DEFINED TERMS

2. Unless otherwise indicated herein, capitalized words and terms have the meaning given to them in the Fourth Report or the Asset Purchase Agreement dated as of January 20, 2025 (including all exhibits, schedules and ancillary agreements thereto, as they may be amended from time to time, the "**Sale Agreement**"), by and between the Receiver, as seller, and GRAHAM MAINTENANCE SERVICES LP and 42 WEST CONSTRUCTORS LTD., as buyers (collectively, the "**Purchasers**" and each a "**Purchaser**").

SALE APPROVAL

3. The sale transaction (the "**Transaction**") contemplated by the Sale Agreement, a copy of which is attached as Appendix "D" to the Fourth Report, is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such amendments as the Receiver and the Purchasers may deem necessary, 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 Purchasers, or their Affiliates if applicable, of the assets described in the Sale Agreement (the "**Purchased Assets**"). ~~For greater certainty, section 2.02(e) of the Sale Agreement only applies to Graham Maintenance Services LP.~~
4. Upon delivery by the Receiver to the Purchasers of a certificate substantially in the form attached as **Schedule "B"** hereto (the "**Receiver's Certificate**"), all of the Debtors' right, title and interest in and to the Purchased Assets either described in the Sale Agreement or listed on **Schedule "C"** hereto shall vest absolutely in the applicable Purchaser or its Affiliate in fee simple, free and clear of and from any and all Encumbrances (as defined in the Sale Agreement), including but not limited to 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

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filed and whether secured, unsecured or otherwise (collectively, the "Claims") such as (i) any encumbrances or charges created or amended by Orders of this Court, including but not limited to those Orders dated October 10, 2024, November 6, 2024, December 4, 2024, December 13, 2024, ~~and~~ December 20, 2024; ^{and January 31, 2025} (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 in any other jurisdiction including but not limited to any registrations pursuant to the *Uniform Commercial Code*; and (iii) any successor liability, continuation of enterprise, de facto merger, common identity, alter ego, vicarious liability, or similar Claims (all of which are collectively referred to as the "Encumbrances" as that term is defined in the Sale Agreement, which term shall not include the "Permitted Encumbrances", easements and restrictive covenants permitted under the Sale Agreement, as listed on **Schedule "D"** hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets. The Purchasers and their Affiliates shall not assume or be liable for any of the Excluded Liabilities.

ASSIGNMENT APPROVAL

5. Upon delivery of the Receiver's Certificate, all the rights and obligations of the Receiver and the Debtors under the agreements set out in **Schedule "E"** hereto at Closing shall constitute Purchased Assets on Closing (collectively, the "**Assigned Contracts**") and shall be assigned to the applicable Purchaser, and if applicable its Affiliate, pursuant to section 2.01(b)(iii) of the Sale Agreement.
6. With respect to the Assigned Contracts that are real property leases (collectively, the "**Real Property Leases**"), upon delivery of the Receiver's Certificate, the applicable Purchaser or its Affiliate shall be entitled to all of the rights and benefits and subject to all of the obligations as tenant pursuant to the terms of the Real Property Leases for the period commencing from and after the Closing and delivery of such Receiver's Certificate and may enter into and upon and hold and have quiet enjoyment of such premises contemplated by the Real Property Leases and, if applicable, any renewals thereof, for its own use and benefit, all in accordance with the terms of the Real Property Leases, without any interruption from the Receiver or the Debtors, the landlords under the Real Property

Leases, or any person whomsoever claiming through or under any of the Receiver, the Debtors, or the landlords under the Real Property Leases.

7. The assignment to the applicable Purchaser of the rights and obligations of the Debtors under the Assigned Contracts, or such Affiliate as the Purchasers may designate (provided however, that such designated related party agrees to be bound by the terms of such Assigned Contract and the applicable Purchaser is not released from any obligation or liability thereunder), pursuant to this Order is valid and binding upon all of the counterparties to the Assigned Contracts notwithstanding any restriction or prohibition contained in any such Assigned Contracts relating to the assignment thereof, including any provision requiring the consent of any party to the assignment or any change of control.
8. The Debtors' right, title and interest in the Assigned Contracts shall vest absolutely in the applicable Purchaser or its Affiliate free and clear of all Encumbrances other than the Permitted Encumbrances in accordance with the provisions of this Order.
9. Each counterparty to the Assigned Contracts is prohibited from exercising any right or remedy under the Assigned Contracts by reason of any defaults thereunder arising from the assignment of the Assigned Contracts or a change of control, the insolvency of the Debtors, the commencement of these proceedings, or any failure of the Debtors to perform a non-monetary obligation under the Assigned Contracts.
10. The "**Cure Costs**" of the Assigned Contracts listed in **Schedule "E"** hereto shall be in amounts set out in **Schedule "E"** hereto and that upon Closing the applicable Purchaser or its Affiliate shall pay the Cure Costs as set out therein with respect to each applicable Assigned Contract as of the Closing, in full and final satisfaction of any Cure Costs owing to the counterparty to the applicable Assigned Contract, by no later than the day that is ten (10) business days from the date that the applicable Purchaser or its Affiliate receives wire remittance instructions or other payment instructions from such counterparty.
11. The Receiver shall send a copy of this Order to all of the counterparties to the Assigned Contracts and, furthermore, provide notice to any such counterparty that is listed in **Schedule "E"** as of the date of this Order and is subsequently added as an Excluded Contract under the Sale Agreement and thereby removed from **Schedule "E"** around the

time of the Closing of the Sale Transaction without further order of this Court, in each case in accordance with paragraph 31 of the Receivership Order.

NET SALE PROCEEDS

12. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets (the "**Net Proceeds**") 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.

13. The Receiver is hereby authorized and directed, without further order of this Court, to make "**Distributions**" from the Net Proceeds in the following priority:
 - (a) to satisfy in full at Closing amounts secured by the Receiver's Charge (as defined in the Receivership Order);
 - (b) to satisfy in full (or if not, to the extent possible) by payment to Stellex at Closing (and from any additional proceeds received after Closing) the amounts secured by the Receiver's Borrowings Charge (as defined in the Receivership Order), with any excess that is not required to satisfy in full the amounts secured by the Receiver's Borrowings Charge to be used to satisfy amounts set forth in clauses (c) through (e) below;
 - (c) to satisfy in full at Closing amounts secured by the KERP Charge (as defined in the Omnibus Order granted by the Court on December 13, 2024);
 - (d) upon having made any Bankruptcy Assignment (as defined in the Bankruptcy Authorization Order granted January 31, 2025), to satisfy in full all valid statutory claims or portions thereof that are agreed by the Receiver and the Petitioners to rank ahead of the Secured Obligations; and
 - (e) subject to the Receiver maintaining the necessary holdback to cover professional fees and other incidental expenses to complete the administration of the Debtors' estates, to the Petitioners in partial satisfaction of the Secured Obligations.

14. The Receiver is hereby authorized and directed to take all reasonably necessary steps and actions to make the Distributions in accordance with the provisions of this Order and shall not incur any liability because of making the Distributions.

PERSONAL INFORMATION

15. Pursuant to Section 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, Section 18(10)(o) of the British Columbia *Personal Information Protection Act*, or similar legislation in any other jurisdiction, the Receiver is hereby authorized and permitted to disclose and transfer to the Purchasers, or their Affiliates if applicable, all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchasers, or their Affiliates if applicable, shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to them in a manner which is in all material respects identical to the prior use of such information by the Debtors.

TRANSACTIONS NOT REVIEWABLE

16. Notwithstanding:
- (a) these proceedings;
 - (b) any applications for a bankruptcy order in respect of the Debtors now or hereafter made pursuant to the BIA and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made by or in respect of the Debtors,

the (i) vesting of the Purchased Assets in the Purchasers or to their Affiliates if applicable, (ii) the assignment of the Assigned Contracts to the Purchasers or to their Affiliates if applicable, and (iii) the making of the Distributions pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the BIA or any other applicable federal or provincial legislation in any other jurisdiction including but not limited to the *Uniform Fraudulent Transfer Act*, the *Uniform Voidable Transactions Act*, or the *Uniform Fraudulent*

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

17. For greater certainty, the consideration provided by the Purchasers for the Purchased Assets shall be deemed for all purposes to constitute reasonably equivalent value and fair consideration, and the Transaction may not be avoided or unwound, or costs or damages imposed or awarded under the BIA or any other applicable state, federal or provincial legislation in any other jurisdiction including but not limited to the *Uniform Fraudulent Transfer Act*, the *Uniform Voidable Transactions Act*, the *Uniform Fraudulent Conveyance Act*, or any other similar laws.

AID AND RECOGNITION

18. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, assignee for the benefit of creditors, regulatory or administrative body, wherever located, including but not limited to the United States Bankruptcy Court for the District of Delaware, 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, assignees for the benefit of creditors, 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.

GENERAL

19. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, including any real property, shall be delivered by the Receiver to the Purchaser at 12:00 noon 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 "D"**.
20. The Receiver, with the consent of the Purchasers, shall be at liberty to extend the Closing Date to such later date as those parties may agree pursuant to the Sale Agreement without the necessity of a further Order of this Court.

21. The Receiver is hereby authorized to take such additional steps as may be necessary or desirable to give effect to this Order including but not limited to the assigning of the Debtors into bankruptcy and acting as trustee of the Debtors.
22. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.
23. The Receiver, the Purchasers, and any other interested 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.
24. Endorsement of this Order by counsel appearing on this application, other than counsel for the Petitioners, 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 Lawyers for the Receiver
Mary Buttery, KC / Emily Paplawski

Christina Garton
For:

BY THE COURT



REGISTRAR IN BANKRUPTCY



SCHEDULE "A"

Appearance List

NAME	APPEARING FOR
Mary Buttery, K.C. Emily Paplawski Christian Garton	FTI Consulting Canada Inc.
Kelly Bourassa Peter Bychawski	Stellex Power Line Opco LLC
Dawid Cieloszczyk	Local Union 258 of the IBEW
Bryan Gibbons	BC Hydro and Power Authority
Andrew Harnes (remotely) Andrew Harnes (remotely)	Merchants Fleet Services Merchants Fleet Services
Ryan Algar (remotely)	Graham Construction & Engineering Inc.
Vicki Tickle	Altec Capital Services LLC Global Rental Canada ULC Global Rental Co Inc.
Karen Fellowes (remotely)	CapTech Financial Inc.

Schedule "B" – Receiver's Certificate

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PETITIONERS

And:

ROKSTAD HOLDINGS CORPORATION, ROKSTAD POWER (2018) LTD., ROKSTAD POWER CONSTRUCTION SERVICES LTD., ROKSTAD POWER TRANSMISSION SERVICES LTD., ROKSTAD POWER (PRAIRIES) LTD., GOLDEN EARS PAINTING & SANDBLASTING (2018) LTD., PLOWE POWER SYSTEMS (2018) LTD., ROKSTAD POWER (EAST), INC., ROKSTAD POWER INC. AND ROK AIR, LLC

RESPONDENTS

Receiver's Certificate

RECITALS

- A. Pursuant to an Order of the Supreme Court of British Columbia (the "**Court**") dated November 6, 2024 (the "**Receivership Order**"), FTI Consulting Canada Inc. was appointed as Receiver (the "**Receiver**") of all of the assets, undertakings and properties of Rokstad Holdings Corporation, Rokstad Power (2018) Ltd., Golden Ears Painting and Sandblasting (2018) Ltd., Plowe Power Systems (2018) Ltd., Rokstad Power Construction Services Ltd., Rokstad Power Transmission Services Ltd., Rokstad Power (Prairies) Ltd., Rokstad Power Inc., Rokstad Power (East), Inc., and Rok Air, LLC (collectively, the "**Debtors**").
- B. Pursuant to an Order of the Court dated January 31, 2025 (the "**Approval and Vesting Order**"), the Court approved the Purchase and Sale Agreement dated January 20, 2025 (including all exhibits, schedules and ancillary agreements thereto, as they may be amended from time to time, the "**Sale Agreement**"), by and between the Receiver, as seller, and GRAHAM MAINTENANCE SERVICES LP and 42 WEST CONSTRUCTORS LTD., as buyers (collectively, the "**Purchasers**", providing for the vesting in the Purchasers or their Affiliates of all of the rights, 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 Purchasers of a certificate confirming (i) the payment by the Purchasers of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing have

been satisfied or waived by the Receiver and the Purchasers; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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 Purchasers have paid, and the Receiver has received, the Purchase Price;
2. The conditions to Closing have been satisfied or waived by the Receiver and the Purchasers, as applicable; and
3. The Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at Vancouver, BC this ____ day of February, 2025.

FTI Consulting Canada Inc.,
in its capacity as Receiver

Per: _____

Schedule "C" – Purchased Assets

All sections, capitalized terms, and references to "this Agreement" or "the Agreement" shall be made in reference to the Sale Agreement.

Purchased Intellectual Property Assets

Subject to the exclusions or limitations in Section 2.01:

- a) all Intellectual Property Assets, including all goodwill associated therewith (other than the Intellectual Property Assets referenced in Section 2.02(h)), including:
 - i. the Intellectual Property and Intellectual Property Registrations listed in Schedule A of the Agreement;
- b) all rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Intellectual Property Assets;
- c) all rights to collect royalties and proceeds in connection with any Purchased Intellectual Property Assets;
- d) subject to Section 2.02(h), Section 2.02(i), Section 2.02(j) and Section 2.02(m), all rights to defend, initiate and pursue proceedings for past, present or future infringement or dilution of any Purchased Intellectual Property Assets, and all rights to recover damages or lost profits in connection therewith (collectively, "**Intellectual Property Litigation Rights**"); and
- e) subject to Section 2.02(h), Section 2.02(i), Section 2.02(j) and Section 2.02(m), all claims and causes of action (whether direct or derivative) with respect to any Purchased Intellectual Property Assets (collectively, "**Intellectual Property Rights and Defenses**").

Purchased Assets

Subject to the exclusions or limitations in Section 2.01:

- a) all accounts receivable or notes receivable of the Canadian Companies or otherwise in respect of the Canadian Business;
- b) all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories of the Canadian Companies utilized exclusively in the Canadian Business ("**Inventory**");
- c) all Contracts (other than the Union Agreement), Leases and Intellectual Property Agreements listed on Schedule B to the Agreement at Closing (collectively, the "**Assigned Contracts**"); provided, however, that, for the avoidance of doubt, it is acknowledged and agreed that the exclusion of any Contract or Lease (other than an Intellectual Property Agreement) from Schedule B shall not in and of itself preclude such Contract or Lease from being treated as a Purchased Asset to the extent such item would otherwise be treated as a Purchased Asset hereunder; provided, further, that Asset Buyer may at any

time prior to Closing, with the prior written consent of each of the Seller and Stellex as senior secured lender to the Companies and notice to the affected counterparties (with Seller's cooperation as reasonably required), modify the definition of "Assigned Contracts" by adding or removing Contracts, Leases and Intellectual Property Agreements from Schedule B;

- d) all furniture, fixtures, equipment, vehicles, supplies and other tangible personal property utilized exclusively in the Canadian Business and all tangible information technology assets owned by the Canadian Companies and utilized exclusively by the Transferred Employees exclusively in the Canadian Business (including asset tagged laptops, additional monitors, keyboards and related peripherals, cell phones, work from home assets and iPads) (the "**Tangible Personal Property**");
- e) all leased real property as described in the Leases listed on Schedule B (the "**Leased Real Property**");
- f) all Permits, including Environmental Permits, to the extent such Permits may be transferred under applicable Law;
- g) subject to Section 2.02(o), all prepaid expenses, credits, advance payments, security deposits, charges, sums and fees (excluding the Cash Collateral and retainers held by the Receiver or professionals employed by the Receiver) that relate exclusively to the Canadian Business;
- h) originals or copies of all books and records, including books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Authority), sales material and records, strategic plans, internal financial statements and marketing and promotional surveys, material and research, to the extent they relate to the Canadian Business or any Purchased Assets and that may be transferred under applicable Law, other than books and records set forth in Section 2.02(d) ("**Books and Records**");
- i) copies of all personnel and employment files or records of each Transferred Employee, to the extent such files or records may be transferred under applicable Law;
- j) all goodwill associated with any Purchased Assets;
- k) subject to Sections 2.02(b), 2.02(i), 2.02(j), 2.02(k), 2.02(l) and 2.02(n), all rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets or Assumed Liabilities;
- l) subject to Section 2.02(i), Section 2.02(j) and Section 2.02(n), all rights to defend, initiate and pursue proceedings to the extent related to the ownership or operation of any Purchased Assets or Assumed Liabilities, including to recover damages or lost profits in connection therewith (collectively, "**Litigation Rights**");

- m) subject to Sections 2.02(i), 2.02(j) and 2.02(n), any and all rights and defenses in respect of any causes of action, litigation or claims of any kind or nature whatsoever (including but not limited to warranty claims and avoidance and clawback claims and causes of action), whether direct, derivative or otherwise, arising by way of counterclaim, cross-claim or otherwise, asserted or unasserted, known or unknown, contingent or noncontingent, disputed or undisputed, or liquidated or unliquidated, that are owned or that may be asserted by, on behalf of or through Seller or the Canadian Companies, to the extent it relates exclusively to the Canadian Business (collectively, "**Rights and Defenses**");
- n) subject to Sections 2.02(i), 2.02(j) and 2.02(n), any and all rights under, and proceeds from, any insurance coverage purchased by or on behalf of any of the Canadian Companies to the extent it relates exclusively to any warranty granted (including any warranty granted prior to the date on which the Receiver was appointed pursuant to the Receivership Order) in connection with services provided by any Canadian Company or the Key Employee in respect of rights to and proceeds from the D&O Policy; and
- o) any rights or defenses solely in respect of any of the foregoing,

but, notwithstanding anything in Section 2.01 to the contrary, excluding the Excluded Assets.

Union Rights

Subject to the terms and conditions in the Agreement:

- a) the Union Agreement and all rights and defenses under the Union Agreement.

**Schedule "D" – Permitted Encumbrances, Easements and Restrictive Covenants
related to Real Property**

The reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.

Schedule "E" – Assigned Contracts

Equipment Leases

Assigned Contract	Cure Costs
Equipment Finance Agreement, dated as of October 1, 2021, by and between Global Rental Canada ULC and Rokstad Power (2018) Ltd.	\$0.00
Equipment Finance Agreement, dated as of January 1, 2023, by and between Global Rental Canada ULC and Rokstad Power (2018) Ltd.	\$0.00
Equipment Finance Agreement, dated as of April 24, 2023, by and between Western High Voltage Ltd. and Rokstad Power (2018) Ltd.	\$0.00
Equipment Lease Agreement, dated as of April 1, 2022, by and between AML Leasing Ltd. and Rokstad Power (2018) Ltd.	\$0.00
Lease Agreement, dated as of January 13, 2022, by and between Nesco, LLC (as represented by its authorized agent Commercial Truck Equipment Corp.) and Rokstad Power (2018) Ltd.	\$20,624.43
Equipment Lease Agreement, dated as of June 29, 2019, by and between Plowe Boys Enterprises LTD. and Rokstad Power (2018) Ltd.	\$76,687.83
Commercial Motor Vehicle Master Lease Agreement, dated as of June 28, 2018, by and between Jim Pattison Industries Ltd. and Rokstad Power (2018) Ltd., and all vehicle leases related thereto, but specifically excluding the Coquitlam vehicle lease with Jim Pattison Industries Ltd. for a 2024 Ford F-350 Super Duty with serial number 1FT8W3BM4REC85286.	\$0.00
All vehicle leases by and between Zeemac Vehicle Lease Ltd. and each of Rokstad Power (2018) Ltd. and Plowe Power System Ltd.	\$0.00
Equipment Lease Agreement, dated as of July 17, 2020, by and between 1126652 B.C. Ltd. and Rokstad Power (2018) Ltd.	\$0.00
Purchaser Order # 102807 by Rokstad Power (2018) Ltd. under BC Rentals contract # 24020DQ-2.	\$0.00
Purchase Order # 80997 by Rokstad Power (2018) Ltd. to Dan's Forklift Ltd.	\$0.00

Property Leases

Assigned Contract	Cure Costs
Lease, dated as of October 1, 2021, by and between 1318936 B.C. Ltd and Rokstad Power (2018) Ltd.	\$0.00
Lease, dated as of August 14, 2020, by and between 1243483 B.C. Ltd., Rokstad Power (2018) Ltd. And Rokstad Holdings Corporation.	\$0.00
Renewal Lease, dated as of August 30, 2023, by and between 1251363 B.C. Ltd., Rokstad Power (2018) Ltd. And Rokstad Holdings Corporation.	\$111,500.00
Lease, dated as of November 21, 2023, by and between Linda Stevens and Rokstad Power (2018) Ltd. for the lands at 4660 Collier Place, Williams Lake.	\$0.00
Lease, dated as of November 21, 2023, by and between Linda Stevens and Rokstad Power (2018) Ltd. for the building located along the southern portion of the perimeter fence which encircles 4660 Collier Place, Williams Lake.	\$0.00
Lease Agreement, dated as of December 18, 2018, by and between Spire Golden Limited Partnership, Rokstad Power (2018) Ltd. and Rokstad Holding Corporation.	\$0.00
Lease Extension and Amending Agreement, dated as of March 10, 2023, by and between Spire Golden Limited Partnership, Rokstad Power (2018) Ltd. and Rokstad Holdings Corporation.	\$ 160,287.00
Sublease, dated for reference October 31, 2023, by and between Rokstad Power (2018) Ltd. and Waste Connections of Canada Inc.	\$0.00
Sublease, dated as of June 1, 2020, by and between Rokstad Power (2018) Ltd. and Langcorp Developments Ltd.	\$0.00
Lease Agreement, dated as of April 5, 2022, by and between Rokstad Power (2018) Ltd. and Langcorp Developments Ltd.	\$0.00
Lease, dated as of May 1, 2024, by and between Rokstad Power (2018) Ltd. and Plowe Boys Enterprises Ltd. for the property municipally known as 2805 and 2797 Gunn Road, Prince George.	\$38,831.42
Lease, dated as of May 1, 2024, by and between Rokstad Power (2018) Ltd. and Plowe Boys Enterprises Ltd. for the property municipally known as 2811, 2809 and 2813 Gunn Road, Prince George.	\$0.00

Assigned Contract	Cure Costs
Lease, dated as of May 1, 2024, by and between Rokstad Power (2018) Ltd. and Plowe Boys Enterprises Ltd. for the property municipally known as 2877 Bowers Place, Kamloops.	\$5,798.59
Lease, dated as of May 1, 2024, by and between Rokstad Power (2018) Ltd. and Plowe Boys Enterprises Ltd. for the property municipally known as 2889 Bowers Place, Kamloops.	\$0.00
Lease, dated as of May 1, 2024, by and between Rokstad Power (2018) Ltd. and Plowe Boys Enterprises Ltd. for the property municipally known as 2901 Bowers Place, Kamloops.	\$0.00
Lease, dated as of May 1, 2024, by and between Rokstad Power (2018) Ltd. and Plowe Boys Enterprises Ltd. for the property municipally known as 2913 Bowers Place, Kamloops.	\$0.00

IT Services Agreements

Assigned Contract	Cure Costs
Rental Agreement, dated as of March 20, 2023, by and between Sharp Electronics of Canada Ltd. and Rokstad Power (2018) Ltd.	\$16,203.94
Rental Agreement, dated as of December 2, 2021, by and between Sharp Electronics of Canada Ltd. and Rokstad Power (2018) Ltd.	\$20,572.49
Master Services Agreement, dated as of January 8, 2015, by and between Rokstad Power Corporation and Allstream Inc.	\$0.00
Bell Mobility Corporate Account Agreement, dated as of July 23, 2014, by and between Rokstad Power Corporation (assigned to Rokstad Power (2018) Ltd.) and Bell Mobility Inc. Bell Mobility Corporate Account Agreement, dated as of July 23, 2017, by and between Bell Mobility Inc. and Rokstad Power Corporation.	\$42,000.00
Assumption Agreement, dated as of August 13, 2018, by and between RPC Limited Partnership, Rokstad Power (2018) Ltd., and Bell Mobility Inc.	\$0.00
Service Level Agreement, dated as of October 20, 2016, by and between Totally One Communications Inc. and Rokstad Power.	\$0.00

Customer Agreements and JV Agreements

Assigned Contract	Cure Costs
Revenue Sharing Agreement, dated as of October 29, 2020, by and between Tk'emlups te Seewepeme and Rokstad Power (2018) Ltd.	\$0.00
Memorandum of Understanding dated September 30, 2023 between Kyah Resources (Witset First Nation) and Rokstad Power for BC Hydro direct award work.	\$0.00
Joint Venture Agreement, dated as of June 9, 2023, by and between SIMPCW RESOURCES LLP and Rokstad Power (2018) Ltd.	\$0.00
Memorandum of Understanding, dated as of October 12, 2018, by and between SPAL General Constructors Corporation and Rokstad Power (2018) Ltd.	\$0.00
Collaboration and Services Agreement, dated as of March 27, 2023, by and between Tse'Khene Development LP and Rokstad Power (2018) Ltd.	\$0.00
Master Agreement, dated as of August 27, 2015, by and between Plowe Power Systems Ltd. and Teck Highland Valley Copper Partnership.	\$0.00
Teck Highland Valley Copper Partnership Contract Agreement, dated as of February 17, 2014, by and between Teck Highland Valley Copper Partnership and Plowe Power Systems Ltd.	\$0.00
<p>British Columbia Hydro and Power Authority ("BC Hydro") master service agreements and all RFPs and work authorizations related thereto, including, without limitation, the following:</p> <p>a) Work Agreement for Distribution, Transmission and Trouble Line Services (RFP 9713), dated as of October 1, 2019, as amended on October 1, 2022, and extended on July 5, 2024, by and between Rokstad Power (2018) Ltd. and BC Hydro.</p> <p>b) Contract Agreement (RFP 10317), dated as of April 1, 2019, by and between Rokstad Power (2018) Ltd. and BC Hydro.</p> <p>c) Master Services Agreement (RFP 18470), dated as of May 11, 2023, by and between Rokstad Power (2018) Ltd. and BC Hydro.</p> <p>d) Master Line Work Agreement, 957-2013, dated as of August 14, 2014, as amended by the Extension and Amendment</p>	\$0.00

Assigned Contract	Cure Costs
<p>Agreement, dated as of July 4, 2024, by and between Rokstad Power Corporation and BC Hydro.</p> <p>e) Contractor Agreement entered into by and between Rokstad Power (2018) Ltd. and Burnaby Lake Greenhouses Ltd., entered into in connection with the PCB Transformer on Private Pole Removal Project dated as of November 16, 2023, by and between Burnaby Lake Greenhouses Ltd. and BC Hydro.</p>	
<p>Gastown Primary and Secondary UG Electrical Works and Fiber Cable Installation Works Agreement (RFQ 15431), dated as of December 17, 2020, by and between Rokstad Power (2018) Ltd. and BC Hydro.</p>	\$0.00
<p>Purchase Order (#4500064445), dated as of March 27, 2019, issued by New Gold Inc. to Rokstad Power (2018) Ltd.</p>	\$0.00
<p>Major Services Contract, dated as of December 1, 2022, by and between Newcrest Red Chris Mining Limited and Rokstad Power (2018) Ltd. and all purchase orders related thereto.</p>	\$0.00
<p>Master Services Agreement, dated as of August 15, 2023, by and between ARC Resources Ltd. and Rokstad Power (2018) Ltd. and all purchase orders related thereto.</p>	\$0.00
<p>Construction Agreement, dated as of August 31, 2022, by and between Vancouver Airport Authority and Rokstad Power Ltd.</p>	\$0.00
<p>Subcontract Agreement, dated as of August 15, 2023, by and between Onni Property Management Services Ltd. and Rokstad Power (2018) Ltd.</p>	\$0.00
<p>Subcontract Agreement, dated as of February 9, 2024, by and between Onni Property Management Services Ltd. and Rokstad Power (2018) Ltd.</p>	\$0.00
<p>All short duration Purchase Orders that relate to the Canadian Business that are active, including but not limited to:</p> <p>a. Agreement between Corix Multi-Utility Services Inc. and Rokstad Power (2018) Ltd.</p> <p>b. Agreement between Aspen Planers Ltd. and Rokstad Power (2018) Ltd.</p> <p>c. Agreement between Conwest Developments and Rokstad Power (2018) Ltd.</p>	\$0.00

Assigned Contract	Cure Costs
d. Agreement between Mount Polley Mining Corporation and Rokstad Power (2018) Ltd. e. Agreement between Keller Construction Ltd. and Rokstad Power. f. Agreement between Lakewood Electric Ltd. and Rokstad Power.	