

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
(STELLEX 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 1501841 B.C. Ltd. and STELLEX Power Line OPCO LLC, 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 "C" 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**").
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 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 (other than Collective Bargaining Agreements) 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)(iv) 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 assignment of each Assigned Contract is conditional upon the payment of the applicable Cure Costs to such counterparty in accordance with **Schedule "E"** (or agreement of the applicable Purchaser and the counterparty to such Assigned Contract).
12. 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

13. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets (the "**Net Proceeds**"), if any, 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.
14. In the event any Net Proceeds remain after payment by the Receiver of all amounts payable under the Sale Agreement, the Receiver is authorized to make "**Distributions**" from such remaining Net Proceeds to the Petitioners in partial satisfaction of the Secured Obligations.
15. 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

16. 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

17. 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.

18. 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

19. 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

20. 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".
21. 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.
22. 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.
23. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.
24. 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.

25. 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

Christean 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 Harmes (remotely) Andrew Harmes (remotely)	Merchants Fleet Services Merchants Fleet Services
Ryan Algar (remotely)	Graham Construction & Engineering Inc.
Vicki Trickle	Altec Capital Services LLC Global Rental Canada LLC Global Rental Co Inc
Karen Fellowes (remotely)	CapTech Financial Inc.

Schedule B – Receiver's Certificate

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

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 1501841 B.C. Ltd. and STELLEX Power Line OPCO LLC, 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 January, 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 terms and conditions set forth in the Agreement:

- a) all Intellectual Property Assets, including for the avoidance of doubt any registered and/or unregistered trademarks in the name "Rokstad" or "Rok" as used in the Business, including all goodwill associated therewith (except such rights to such names as may be conferred to Graham Asset Buyer pursuant to the License 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) 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; and
- e) all claims and causes of action (whether direct or derivative) with respect to any Purchased Intellectual Property Assets, including all rights under, and proceeds from, any insurance coverage existing in connection therewith.

Purchased Assets

Subject to the terms and conditions set forth in the Agreement:

- a) all cash, cash equivalents, accounts receivable or notes receivable of the Companies or otherwise in respect of the Business (subject to Sections 2.01(b)(i) and (vii) of the Lot Bid Agreement), other than USD\$250,000 in cash, less any retainers held by the Receiver or professionals employed by the Receiver at Closing, in order to wind down the receivership estate of the Companies, including the Chapter 15 Proceedings, plus USD\$192,550 to pay amounts payable under the KERF, which shall be held in trust by Seller to pay KERF obligations only;
- b) all bank accounts of the Companies or otherwise in respect of the Business;
- c) all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories of the Companies and used in the U.S. Business ("**Inventory**");
- d) all Contracts, Leases and Intellectual Property Agreements listed on Schedule B to this 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, Lease or Intellectual Property Agreement from Schedule B shall not in and of itself preclude such item from being treated as a Purchased Asset to the extent such item would otherwise be treated as a Purchased Asset hereunder; provided, further, that Buyers may at any time prior to Closing, with 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 in their sole discretion from Schedule B;

- e) all furniture, fixtures, equipment, supplies and other tangible personal property, including all information technology assets, of the Companies and used in the U.S. Business (the "**Tangible Personal Property**");
- f) all Leased Real Property;
- g) all Permits, including Environmental Permits, to the extent such Permits may be transferred under applicable Law;
- h) all prepaid expenses, credits, advance payments, security deposits, charges, sums and fees (excluding any retainers held by the Receiver or professionals employed by the Receiver) paid by or for the benefit of the U.S. Companies or that relate to the U.S. Business, including (A) in respect of Prophix or Darktrace and (B) the Cash Collateral;
- i) 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, that relate to the U.S. Companies, the U.S. Business or any Purchased Assets and that may be transferred under applicable Law, other than books and records set forth in Section 2.02(b) ("**Books and Records**");
- j) 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;
- k) all goodwill associated with any Purchased Assets or the U.S. Business;
- l) all rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets or the U.S. Business;
- m) all rights to defend, initiate and pursue proceedings in connection with the ownership or operation of any Purchased Assets or Assumed Liabilities, and all rights with respect thereto, including to recover damages or lost profits in connection therewith;
- n) 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 Companies as of the Closing Date;
- o) the benefit of any refundable Taxes paid to or on behalf of a Company, net of any amounts withheld by any Governmental Authority, and any claim or right to any refund, rebate or credit of Taxes by or on behalf of a Company;

- p) all rights under, and proceeds from, any insurance coverage purchased by or on behalf of any of the Companies, including but not limited to any refund of premiums or rights to and proceeds from coverage of fiduciaries, directors or officers, including but not limited to as set forth in Sections 2.02(i) to (j) inclusive of the Lot Bid Agreement (subject to Section 2.01(b)(xiv) of the Lot Bid Agreement);
- q) all Canadian Benefit Plans and all assets under and related thereto with respect only to those Persons who are Transferred Employees or an employee who is retained by Seller specified to be supporting the services provided under the Transition Services Agreement (with respect to the latter category, only until the earlier of such employee's termination date and the end date of the transitional service they support);
- r) all rights and defenses under any Union Agreement;
- s) all other assets, properties or rights of every kind or nature of: (A) the U.S. Companies; or (B) Seller or the Companies or any of their respective Affiliates, in each case wherever located, whether real, personal or mixed, tangible or intangible, other than the Excluded Assets, used or held for use in the conduct of the U.S. Business;
- t) for greater certainty, any proceeds or cash equivalents recoverable or recovered pursuant to any intercompany debts solely by and between any of the Companies;
- u) all of the following assets, properties, claims, causes of action, rights or defenses related to the Canadian Companies or the Canadian Business:
 - a. all rights, claims, causes of action and defenses against each of the Owners, any family member of either of the Owners who held or holds a direct or indirect interest in any Company (including as a beneficiary of any trust), and/or any Affiliate (including any trust) of any of the foregoing or in which any such Person holds any direct or indirect interest, including Monolith Asset Group Inc., 0887845 B.C. Ltd., 0991249 B.C., Ltd., 0921780 B.C., Ltd., the Rokstad Family Trust and the BROK Trust; and
 - b. without limiting the generality of (A) above, all rights, claims, causes of action and defenses in respect of non-competition, non-solicitation, confidentiality and fiduciary duty obligations;
- v) the items listed in Schedule 2.01(b)(xxii);
- w) any Graham Excluded Assets that are designated as a "Purchased Asset" on Schedule 2.01(b)(xxii), which such Schedule may be updated by Buyers until Closing;
- x) all rights, defenses, claims and causes of action against Buyers or their Affiliates that could have been asserted on or before the Closing, or related to the Purchased Assets or the U.S. Business; and
- y) any rights or defenses in respect of any of the foregoing.

**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


Bonds and Related Cash Deposits

Assigned Contract	Cure Costs
All cash deposits corresponding to the Local 126 Pennsylvania Union Bond, originally issued as Bond No. 4199452 and replaced with a cash deposit of \$500,000 as of January 22, 2025.	\$0.00

Equipment Leases

Assigned Contract	Cure Costs
Loan & Security Agreement #191394, dated as of January 4, 2022, by and between Custom Truck Capital and Rokstad Power Inc. (as amended).	\$2,487,566.60
Corporate Guaranty (Agreement #191934), dated as of January 4, 2022, by and between Rokstad Power Inc., Custom Truck Capital, and Rokstad Power (2018) Ltd.	\$0.00
Corporate Guaranty (Agreement #191934), dated as of January 4, 2022, by and between Rokstad Power Inc., Custom Truck Capital, Rokstad Holdings Corporation.	\$0.00
 <p>Open-End Master Lease Agreement (Fleet Services Master Agreement), dated as of October 26, 2020, by and between Merchants Fleet and Rokstad Power Inc. and the following Schedules thereto:</p> <ul style="list-style-type: none"> • Schedule A (Unit No. 821369), dated as of September 28, 2021, by and between Rokstad Power Inc. and Merchants Fleet. • Schedule A (Unit No. 802405), dated as of May 7, 2021, by and between Rokstad Power Inc. and Merchants Fleet. • Schedule A (Unit No. 821364), dated as of September 28, 2021, by and between Rokstad Power Inc. and Merchants Fleet. • Schedule A (Unit No. 821373), dated as of September 28, 2021, by and between Rokstad Power Inc. and Merchants Fleet. • Schedule A (Unit No. 774208), dated as of December 11, 2020, by and between Rokstad Power Inc. and Merchants Fleet. • Schedule A (Unit No. 774210), dated as of December 11, 2020, by and between Rokstad Power Inc. and Merchants Fleet. 	<p>\$403,038.67 up to \$392,848.57</p>

Assigned Contract	Cure Costs
<ul style="list-style-type: none">• Schedule A (Unit No. 797815), dated as of July 20, 2021, by and between Rokstad Power Inc. and Merchants Fleet.• Schedule A (Unit No. 821354), dated as of September 28, 2021, by and between Rokstad Power Inc. and Merchants Fleet.• Schedule A (Unit No. 774214), dated as of December 11, 2020, by and between Rokstad Power Inc. and Merchants Fleet.• Schedule A (Unit No. 797803), dated as of January 6, 2022, by and between Rokstad Power Inc. and Merchants Fleet.• Schedule A (Unit No. 774212), dated as of December 11, 2020, by and between Rokstad Power Inc. and Merchants Fleet.• Schedule A (Unit No. 774211), dated as of December 11, 2020, by and between Rokstad Power Inc. and Merchants Fleet.• Schedule A (Unit No. 774213), dated as of December 11, 2020, by and between Rokstad Power Inc. and Merchants Fleet.• Schedule A (Unit No. 802406), dated as of May 7, 2021, by and between Rokstad Power Inc. and Merchants Fleet.• Schedule A (Unit No. 840609), dated as of October 18, 2021, by and between Rokstad Power Inc. and Merchants Fleet.• Schedule A (Unit No. 774084), dated as of December 2, 2020, by and between Rokstad Power Inc. and Merchants Fleet.• Schedule A (Unit No. 821359), dated as of September 28, 2021, by and between Rokstad Power Inc. and Merchants Fleet.• Schedule A (Unit No. 774215), dated as of December 11, 2020, by and between Rokstad Power Inc. and Merchants Fleet.• Schedule A (Unit No. 821353), dated as of September 28, 2021, by and between Rokstad Power Inc. and Merchants Fleet.• Schedule A (Unit No. 840617), dated as of October 18, 2021, by and between Rokstad Power Inc. and Merchants Fleet.• Schedule A (Unit No. 797805), dated as of October 27, 2021, by and between Rokstad Power Inc. and Merchants Fleet.• Schedule A (Unit No. 821363), dated as of September 28, 2021, by and between Rokstad Power Inc. and Merchants Fleet.• Schedule A (Unit No. 840613), dated as of October 18, 2021, by and between Rokstad Power Inc. and Merchants Fleet.	

Assigned Contract	Cure Costs
<ul style="list-style-type: none"> • Schedule A (Unit No. 774079), dated as of December 2, 2020, by and between Rokstad Power Inc. and Merchants Fleet. • Schedule A (Unit No. 821362), dated as of September 28, 2021, by and between Rokstad Power Inc. and Merchants Fleet. • Schedule A (Unit No. 821348), dated as of September 27, 2021, by and between Rokstad Power Inc. and Merchants Fleet. • Schedule A (Unit No. 774220), dated as of December 11, 2020, by and between Rokstad Power Inc. and Merchants Fleet. 	
 <p>Master Lease Agreement No. CTF1234, dated as of February 15, 2022, by and between Captech Financial, LLC and Rokstad Power (East), Inc. and the following Schedules thereto:</p> <ul style="list-style-type: none"> • Lease Schedule No. 001, dated as of February 15, 2022, by and between Captech Financial, LLC and Rokstad Power (East), Inc. • Lease Schedule No. 002, dated as of February 15, 2022, by and between Captech Financial, LLC and Rokstad Power (East), Inc. 	<p>\$657,273.40 \$0</p>
<p>The following Equipment Leases and Guaranties with Altec Capital Services, LLC:</p> <ul style="list-style-type: none"> • Equipment Lease (Lease No. 222892), dated as of February 1, 2019, by and between Altec Capital Services, LLC and Rokstad Power Inc. • Continuing Guaranty Agreement, dated as of October 30, 2018, by and between Rokstad Holdings Corporation and Altec Capital Services, LLC. • Guaranty Agreement, dated as of October 16, 2018, by Rokstad Holdings Corporation, in favor of Altec Capital Services, LLC. • Guaranty Agreement, dated as of October 16, 2018, by Aaron Rokstad, in favor of Altec Capital Services, LLC. 	<p>\$0.00</p>
<p>Acknowledgement and Agreement of Lessee and Guarantor to Assignment of Lease, dated as of August 11, 2020, by and between Autotainment Partners Limited Partnership and Rokstad Power Inc.</p>	<p>\$0.00</p>
<p>Retail Installment Sale Contract Simple Finance Charge, dated as of July 27, 2020, by and between Rokstad Power Inc. and Dave Smith Motors.</p>	<p>\$0.00</p>

Assigned Contract	Cure Costs
<p>The following Lease Agreements with Ally Bank Lease Trust and Ally Financial Lease Trust:</p> <ul style="list-style-type: none"> • ComTrac SM Lease Agreement, dated as of June 29, 2020, by and between Ally Bank Lease Trust; Ally Financial Lease Trust; and Rokstad Power Inc. • ComTrac SM Lease Agreement, dated as of June 29, 2020, by and between PFVT Motors, LLC and Rokstad Power Inc. • ComTrac SM Lease Agreement, dated as of June 29, 2020, by and between PFVT Motors, LLC and Rokstad Power Inc. 	\$0.00
Rental contract with Global Rental for the US operations.	\$366,081.95
All equipment lease agreements entered into by Rokstad Power with Premier Truck Holdings Ltd.	\$296,735.70

Property Leases

Assigned Contract	Cure Costs
Land Lease Agreement, dated as of May 1, 2023, by and between WJ Real Estate #1 and Rokstad Power.	\$0.00
Lease, dated as of June 15, 2023, by and between Waikapu Properties, LLC, and Rokstad Power Inc.	\$0.00
Sublease Agreement, dated as of March 1, 2023, by and between MANA Construction Inc. and Rokstad Power Inc.	\$0.00
Commercial Lease Agreement, dated as of August 1, 2024, by and between Deborah J. Turman and Rokstad Power Inc.	\$0.00
Sublease Agreement, dated June 7, 2022, by and between Dunlap-Stone University, Inc. and Rokstad Power Inc.	\$0.00
Agreement with Hard Drive Holdings, LLC.	\$0.00
Lease Agreement, dated August 6, 2024, by and between Select Water Solutions, LLC. and Rokstad Power Inc.	\$0.00
Lease Agreement, dated as of August 6, 2024, by and between Veterans of Foreign Wars and Rokstad Power Inc.	\$0.00
Net Lease, dated July 18, 2022, by and between Merritt-091, LLC and Rokstad Power (East) Inc.	\$0.00

Assigned Contract	Cure Costs
Sublease Agreement, dated March 1, 2023, by and between Merritt Properties and Rokstad Power (East) Inc.	\$0.00
Standard Industrial/Commercial Single-Tenant Lease - Absolute Net, dated as of October 27, 2021, by and between CAM Investment 353 LLC and Rokstad Power Inc.	\$0.00
Subordination, non disturbance and attornment agreement, by and between Bankers Trust Company, CAM Investment 353 LLC and Rokstad Power Inc.	\$0.00

IT Services Agreements

Assigned Contract	Cure Costs
Verizon Online Terms of Service for Verizon Internet and Value Added Services, with Verizon Online LLC.	\$0.00
Master Service Agreement, undated, by and between Sherweb Inc. and Rokstad Power.	\$0.00
Datto Siris 2: SP5000 Statement of Work, dated as of September 22, 2014, by and between Rokstad Power Corp. and DigiFX Networks Inc.	\$0.00
CCS Candy Cloud Hosted Services Agreement, dated as of June 2, 2019, with Candy Software.	\$0.00
Product Order Form, dated as of January 22, 2022, by and between Rokstad Power and Darktrace.	\$0.00
Darktrace Master Services Agreement, dated as of January 22, 2024, by and between Darktrace Holdings Limited and Rokstad Power.	\$0.00
Standard Terms & Conditions for Encore Subscription Services (including the Encore Cloud Services Enrollment Agreement and the Microsoft Cloud Agreement) effective on or around December 12, 2018, by and between Rokstad Power (2018) Ltd. and Encore Business Solutions Inc.	\$0.00
Enterprise Software Subscription Agreement, undated, by and between Rarestep, Inc., (d/b/a Fleetio) and Rokstad Power.	\$0.00
Samsara License Agreement, dated as of April 12, 2024, by and between Samsara Inc. and Rokstad Power.	\$0.00

Assigned Contract	Cure Costs
Contract for financial software between Rokstad Power (2018) Ltd. and Prophix with a renewal date of August 9, 2024, and all related and ancillary contracts.	\$0.00
Annual Maintenance Agreement, dated as of May 28, 2019, by and between Compton Office Machine Co. and Rokstad Power.	\$0.00
Master Subscription Agreement, dated as of December 6, 2013, by and between ToolWatch Corporation and Rokstad Power Corporation.	\$0.00
Software License Agreement, dated as of May 27, 2023, by and between HSI and Rokstad Power.	\$0.00
All Value Lease Agreements and corresponding Customer Care Maintenance Agreements, by and between Sharp Business Systems and Rokstad Power Corporation, Rokstad Ltd or Rokstad Power Inc.	\$0.00
All Equipment Lease Agreements by and between Office Business Solutions, L.L.C and Rokstad Power Inc.	\$0.00
All Commercial Lease Agreements, by and between Dell Financial Services Canada Limited and RPC Limited Partnership.	\$0.00
Encodian Online Products agreement and all related and ancillary contracts.	\$0.00

Customer Agreements and JV Agreements

Assigned Contract	Cure Costs
Consultant Services Master Agreement, dated as of October 5, 2023, by and between Hawaiian Electric Company, Inc.; Hawai'i Electric Light Company, Inc.; Maui Electric Company, Limited; and Rokstad Power Inc.	\$0.00
PECO (Philadelphia Electric Company) Blanket.	\$0.00
Major Construction Services Master Agreement, dated as of February 1, 2023, by and between Hawaiian Electric Company, Inc.; Hawai'i Electric Light company, Inc.; Maui Electric Company, Limited, and Rokstad Power Inc.	\$0.00
Mutual Confidentiality and Non-Disclosure Agreement, dated as of February 16, 2023, by and between Rokstad Power Inc.; Hawaiian Electric Company, Inc./Maui Electric Company, Limited/Hawai'i Electric Light Company, Inc.	\$0.00

Assigned Contract	Cure Costs
Blanket Purchase Order, effective as of December 12, 2023, by and between Baltimore Gas & Electric Co. and Rokstad Power (East), Inc.	\$0.00
Exelon Global Terms and Conditions for Materials and Services, by and between Rokstad Power (East), Inc. and Exelon Business Services Company, LLC.	\$0.00
2022 Distribution line RFP Master Services Agreement, dated as of April 1, 2023, by and between Rokstad Power Inc. and Southern California Edison Company.	\$0.00
Contract Letter to Contract No. 20006340, dated as of December 1, 2021, by and between American Electric Power Service Corporation and Rokstad Power Inc.	\$0.00
Contract Letter to Contract No. 20006561, dated as of February 1, 2022, by and between Electric Transmission Texas, LLC and Rokstad Power Inc.	\$0.00
Contract Instrument For Contract No. 20006340, dated as of May 30, 2024, by and between Southwestern Electric Power Company and Rokstad Power Inc.	\$0.00
Contract Instrument For Contract No. 20006340, dated as of June 5, 2024, by and between Southwestern Electric Power Company and Rokstad Power Inc.	\$0.00
Contract Instrument For Contract No. 20006340, dated as of June 28, 2024, by and between Southwestern Electric Power Company and Rokstad Power Inc.	\$0.00
Contract Instrument For Contract No. 20006340, dated as of May 1, 2024, by and between Southwestern Electric Power Company and Rokstad Power Inc.	\$0.00
Contract for Labor and Material, dated as of June 1, 2023, by and between Consumers Energy Company and Rokstad Power Inc.	\$0.00
American Electric Power AEP General Terms and Conditions for Labor and Services, dated as of May 2021.	\$0.00
American Electric Power Service Corporation Contract No. 20006340.	\$0.00
American Electric Power Service Corporation Contract No. 20006561.	\$0.00
Emergency Restoration Agreement, dated as of September 13, 2013, by and between Puget Sound Energy and Rokstad Power.	\$0.00

Assigned Contract	Cure Costs
Contract, dated as of February 21, 2023, by and between DTE Electric Company and Rokstad Power Inc.	\$0.00
Contract, dated as of June 5, 2023, and its correlating Statements of Work, by and between Florida Power & Light Company and Rokstad Power Inc.	\$0.00

Collective Bargaining Agreements

Assigned Contract	Cure Costs
California Outside Line Construction Agreement, by and between Western Line Constructors Chapter of NECA and Local Unions No. 47 and 1245, AFL-Cio, International Brotherhood of Electrical Workers, dated as of June 1, 2022, by and between the Western Line Constructors Chapter, Inc., NECA, Inc. and Local Unions No. 47 and 1245, IBEW.	\$0.00
Agreement, dated as of September 4, 2023, by and between American Line Builders Chapter, NECA, and Local Union 70 of the International Brotherhood of Electrical Workers (AFL-CIO) Covering Utility Outside Power and High Tension Pipe Type Cable Work).	\$0.00
Utility Agreement, dated as of October 2, 2023, between Northeastern Line Constructors Chapter, National Electrical Contractors Association, Inc. and Local Union No. 126 of the International Brotherhood of Electrical Workers	\$0.00
Agreement, dated as of April 5, 2020, by and between Southwestern Line Constructors Chapter National Electrical Contractors Association and Local Union No 278 of the International Brotherhood of Electrical Workers.	\$0.00
Letter of Assent, Statewide Outside Utility Labor Agreement, dated as of November 21, 2023, by and between The Southeastern Line Constructors, Chapter NECA, Local Union 700 IBEW, and Rokstad Power Inc.	\$0.00
Outside Agreement, dated as of January 1, 2024, by and between Local Union 1260 of the International Brotherhood of Electrical Workers and Rokstad Power Inc.	\$0.00
Agreement, dated as of August 15, 2021, by and between Southwestern Line Constructors Chapter National Electrical Contractors Association and Local Union No 1002 Tulsa, Oklahoma of the International Brotherhood of Electrical Workers.	\$0.00

Assigned Contract	Cure Costs
Agreement, dated as of September 16, 2021, by and between Southwestern Line Constructors Chapter National Electrical Contractors Association and Local Union No 1002 Tulsa, Oklahoma of the International Brotherhood of Electrical Workers.	\$0.00
SWEPCO Construction Line Agreement Southeastern & Southwestern Line Chapters, NECA, and Local Unions Nos. 436, 700, 738 & 995 IBEW	\$0.00
Louisiana Statewide Agreement between Southeastern Line Constructors Chapter, NECA and Local Union No. 995 IBEW	\$0.00
Agreement between American Line Builders Chapter, NECA and Local Union No. 17 IBEW	\$0.00

Payroll Agreements

Assigned Contract	Cure Costs
All payroll processing agreements by and between ADP and Rokstad Power.	\$0.00