



No. B-240477
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

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

SUPPLEMENTAL NOTICE OF APPLICATION

Name of applicant: FTI Consulting Canada Inc. as Receiver (“**FTI**” or, 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 (collectively, the “**Debtors**”)

To: THE SERVICE LIST

TAKE NOTICE that an application will be made by the Receiver to the Honourable Justice Loo at the courthouse at 800 Smithe Street, Vancouver, British Columbia, on October 9, 2026, at 9:00 a.m. for the order set out in Part 1 below.

The Receiver estimates that the application will take 30 minutes (if unopposed).

- ☐ This matter is within the jurisdiction of an associate judge.
- ☒ This matter is not within the jurisdiction of an associate judge.

Part 1: ORDERS SOUGHT

1. An order (the “**Distribution and Discharge Order**”) substantially in the form attached at **Schedule “A”**:
 - (a) approving the activities of the Receiver from October 10, 2024, to present;
 - (b) approving the fees and disbursements of the Receiver and its legal counsel, Osler, Hoskin & Harcourt LLP (“**Osler**”);

- (c) authorizing and directing the Receiver to distribute the remaining net receivership proceeds;
 - (d) authorizing the Receiver and its counsel to return books, records, and other documents of the Debtors in their possession to the Debtors' directors, or, at the Receiver's option, to destroy such books, records, and documents;
 - (e) authorizing that Rokstad Holdings Corporation may change its name to a numbered name assigned by British Columbia Registry Services; and
 - (f) discharging the Receiver in these proceedings.
2. Such other relief as counsel may request and this Honourable Court may deem just.

Part 2: FACTUAL BASIS

The Receivership Order

- 3. The Debtors are a related group of privately held corporations in the business of power line construction and maintenance, sandblasting and painting services in Canada and the United States.
- 4. On October 10, 2024, this Court granted an interim receivership order (the “**Interim Order**”) appointing the Receiver as interim receiver of all the bank accounts, receipts, and disbursements of the Debtors.
- 5. On November 6, 2024, this Court granted a full receivership order (the “**Receivership Order**”), appointing the Receiver as receiver and manager of all assets, undertakings and property of the Debtors, including all proceeds thereof (the “**Property**”).
- 6. After its appointment, the Receiver continued to operate the business of the Debtors in the normal course, with a view to completing a sale of the business, or substantially all of the business, on a going concern basis.
- 7. On November 22, 2024, the Receiver obtained an order in the United States Bankruptcy Court for the District of Delaware under Chapter 15 of the United States Bankruptcy Code recognizing the receivership proceedings as a foreign main proceeding, recognizing the Receivership Order and granting certain ancillary relief (the “**US Proceedings**”). A final recognition order was granted in the US Proceedings on December 12, 2024.
- 8. Since the Receivership Date, the Receiver's authorized borrowings under the Receivership Order were increased on four separate occasions, increasing from USD 5,000,000 to USD 19,000,000.

The SSP

- 9. On December 13, 2024, this Court granted orders, among other things:

- (a) authorizing and directing the Receiver to enter a definitive “stalking horse” asset purchase agreement (the “**Stalking Horse Agreement**”) with 1501841 B.C. Ltd. and Stellex Power Line Opco LLC (collectively, “**Stellex**”), as purchasers;
 - (b) approving procedures for a sale solicitation process (the “**SSP**”) and authorizing the Receiver to conduct the SSP;
 - (c) approving a key employee retention plan (the “**KERP**”); and
 - (d) approving a settlement agreement (the “**Settlement Agreement**”) entered into by the Receiver for a complaint filed by Rokstad Holdings Corp. against Stellex Capital Management LLC in the United States District Court Southern District of New York.
10. As detailed in the Fourth Report of the Receiver filed on January 21, 2025, the Receiver conducted the SSP and undertook an extensive canvassing of the market. Ultimately, the Receiver negotiated and recommended a sale of the Property via two separate asset purchase transactions, generally dividing the Property between Canada and the United States.
11. On January 31, 2025, this Court granted orders, among other things:
- (a) approving an asset purchase agreement amongst the Receiver and Stellex for the Property of the Debtors primarily in the United States (the “**Stellex APA**”);
 - (b) approving an asset purchase agreement amongst the Receiver and Graham Maintenance Services LP and 42 West Contractors Ltd. for the Property of the Debtors primarily in Canada (the “**Graham APA**”);
 - (c) authorizing the Receiver to make various distributions to beneficiaries of the various Court ordered charges granted within these Receivership Proceedings, to satisfy priority claims, and to Stellex in partial satisfaction of its secured debt; and
 - (d) authorizing the Receiver to assign the Debtors into bankruptcy.
12. On February 7, 2025, the Receiver obtained an order in the US Proceedings recognizing the Stellex APA and the Graham APA, and authorizing certain distributions.
13. Receiver certificates confirming closing of the Graham APA transaction and the Stellex APA transaction were filed on February 14, 2025, and March 31, 2025, respectively.

The Receiver Activities

14. The Receiver’s activities from the date of the Interim Order to present are detailed in the Fifth Report of the Receiver filed on September 25, 2025 (the “**Fifth Report**”).
15. The Receiver’s recent activities since the closing of the Graham APA and the Stellex APA transactions have included:

- (a) retaining certain employees to perform services under a Transaction Services Agreement (the “TSA”) as part of the Stellex APA and the Graham APA;
- (b) assigning the Debtor entity Rokstad Power (2018) Ltd. into bankruptcy and administering the bankruptcy estate in FTI’s capacity as Trustee in Bankruptcy;
- (c) investigating and retaining consultant services to recover an approximately USD 371,000 refund held by the Debtors’ US payroll service provider, and distributing this refund amount to Stellex as partial repayment of its secured debt;
- (d) taking steps to facilitate *Wage Earner Protection Program Act* claims by Canadian employees not assumed under the Graham APA; and
- (e) issuing payment to the Canada Revenue Agency for post-filing GST/HST and obtaining confirmation that no further balances are owing.

Professional fees of the Receiver and Osler

- 16. From the date of the Interim Order to August 31, 2026, the professional fees and disbursements of the Receiver (with taxes) total \$2,697,710.09. This includes 3,371 hours of work billed at an average rate of \$716.23 per hour. During this time, the Receiver also paid USD 388,462.00 of fees and USD 20,111.48 of expenses to its US legal counsel in relation to the US Proceedings. Details of the Receiver’s fees and disbursements are set out in the First Affidavit of Craig Munro filed September 25, 2026.
- 17. From the Receivership date to September 22, 2026, the professional fees and disbursements of the Receiver’s counsel (with taxes) total \$1,039,018.31. This includes 1,191.2 hours of work billed at an average rate of \$757.53 per hour. Details of the Receiver’s counsel’s fees are set out in the First Affidavit of Mary Buttery, K.C. filed September 25, 2026.
- 18. The Receiver has reviewed its invoices and the invoices of its counsel and deposes that the fees charged are fair and reasonable in the circumstances, the time spent was necessary, and the work was delegated to the appropriate professionals within each firm.
- 19. Assuming this application is not opposed, the Receiver estimates that fees and disbursements for the Receiver and its counsel from August 31, 2026, to the conclusion of these proceedings, including accrued fees, will amount to approximately \$100,000 to \$125,000 (collectively, the “**Completion Fees**”), including fees for:
 - (a) preparing and reviewing application and supporting materials seeking the Distribution and Discharge Order;
 - (b) appearing in Court to obtain the Distribution and Discharge Order
 - (c) making the Distributions (as defined below); and
 - (d) attending to final administrative matters in respect of the receivership.

Distribution of Receivership Proceeds

20. The net cash proceeds remaining under receivership are approximately \$208,000 (the “**Receivership Proceeds**”).
21. The first-ranking secured creditor of the Debtors is Stellex, as confirmed by an independent security review conducted by the Receiver’s legal counsel (subject to the standard assumptions and qualifications). Presently, the outstanding indebtedness of the Debtors to Stellex is approximately \$60 million.
22. On this application, the Receiver seeks approval to make a distribution (the “**Distribution**”) of the Receivership Proceeds (net of the Completion Fees) as detailed in the Fifth Report.
23. The proposed Distribution is a 100% payment of the Receivership Proceeds to Stellex given its first ranking security and expected shortfall. The Receiver is not aware of any priority payables ranking ahead of Stellex. The Canada Revenue Agency’s claim for GST was subordinated through the bankruptcy of Rokstad Power (2018) Ltd.

Reversion of Rokstad Holdings Corporation’s name and return of records

24. The corporate names of the Debtors were purchased under the Stellex APA and the Graham APA. The names of all Debtor entities, other than Rokstad Holdings Corporation, have been reverted to their original numbered company names by shareholder resolution.
25. The Receiver is unable to complete the name change for Rokstad Holdings Corporation by shareholder resolution because the shares of Rokstad Holdings Corporation were not pledged as security, do not form part of the Property, and are therefore not under the control of the Receiver. Accordingly, a court order is required to change the name of Rokstad Holdings Corporation to a numbered name assigned by British Columbia Registry Services.
26. The Receiver and its counsel also remain in possession of the books, records, and other documents of the Debtors, including the hard-copy corporate office records. The Receiver seeks authorization to return these records to the Debtors’ directors or, at the Receiver’s option, to destroy them, so that the Receiver is not required to store the records indefinitely following its discharge.

Discharge and release

27. Subject to the Receiver paying the Completion Fees and making the Distributions, the Receiver will have completed its duties as set out in the Receivership Order, save and except for minor administrative matters incidental to the proceedings. As such, the Receiver seeks a discharge pursuant to the terms of the Distribution and Discharge Order.
28. As a term of the Distribution & Discharge Order, the Receiver is also seeking a release from the Court in respect of any and all claims and obligations arising as a result of the Receiver acting in its respective capacities on behalf of the Debtors, excepting those claims and obligations arising as a result of gross negligence or willful misconduct.

Part 3: LEGAL BASIS

29. The Receiver relies upon the Receivership Order; Part XI of the *BIA*; Rule 10-2 of the Supreme Court Civil Rules; the inherent and equitable jurisdiction of this Court; and such further and other legal basis as counsel may advise and this Court may allow.

Approving the Receiver's activities

30. There is not specific statutory authority for the discharge of the receiver's powers under the *BIA*. Nevertheless, a receiver may wish "to be discharged once it has completed the substance of its mandate". Courts are alive to the lack of statutory authority for such a discharge and have noted that "a receiver's discharge is not addressed by statute ... requests for full releases are made of the Court."

Ed Mirvish Enterprises Limited v. Stinson Hospitality Inc., 2009 CanLII 55113 (ONSC) at paras. 8-9.

31. The court has inherent jurisdiction to review and approve or disapprove the activities of a court appointed receiver. If the receiver has met the objective test of demonstrating that it has acted reasonably, prudently and not arbitrarily, the court may approve the activities set out in its report to the court.

Leslie & Irene Dube Foundation Inc. v. P218 Enterprises Ltd., 2014 BCSC 1855 at para 54; *Bank of Montreal v Haro-Thurlow Street Project Limited Partnership*, 2024 BCSC 1722 at paras 53-55; *Target Canada Co. (Re)*, 2015 ONSC 7574 at paras 22-26

32. The Receiver's activities from the Interim Order to present fall directly within the scope of the Receiver's authority and powers under the Interim Order and the Receivership Order and should be approved. The Receiver has carried out a transparent, orderly, and timely receivership process, and acted reasonably to preserve and realize as much value as possible for the Debtors' stakeholders.

Approving professional fees

33. The Receivership Order expressly provides that the Receiver's accounts, and the accounts of its legal counsel, be referred to a judge of this Court and that the passage of those accounts may be heard on a summary basis.

Receiver's fees

34. There is no fixed rate or settled scale for determining a receiver's compensation. The governing principle is that a receiver's compensation should be measured by the "fair and reasonable" value of its services. Relevant considerations include:
- (a) the value of the assets;
 - (b) complications and difficulties encountered by the receiver;
 - (c) the degree of assistance provided by the debtor;

- (d) time spent by the receiver;
- (e) receiver's knowledge, experience and skill;
- (f) diligence and thoroughness;
- (g) responsibilities assumed;
- (h) results; and
- (i) cost of comparable services.

Bank of Montreal v. Nican Trading Co., [1990] BCJ No 340 (BCCA) at paras 21-32; 0409725 B.C. Ltd. (Bankruptcy of), 2019 BCSC 451 at para 21; HSBC Bank Canada v. Maple Leaf Loading Ltd., 2014 BCSC 2245 at para 11

35. Applying the relevant considerations to the Receiver's fees, the fees should be approved because:

- (a) the Debtors' business subject to the Receivership Order placed was a large, cross-border, heavily regulated enterprise under the control of the Receiver;
- (b) the Receiver faced complexity and expended significant time in the receivership due to factors including:
 - (i) cross border travel, operational, and management issues;
 - (ii) obtaining recognition of the receivership through the US Proceedings;
 - (iii) a large number of both union and non-union employees employed under the Receiver's management and operational control;
 - (iv) the negotiation, approval, and closing of two significant asset purchase transactions;
 - (v) a total of seven appearances before this Court, including the hearing of this application, to discharge the Receiver's mandate;
 - (vi) preparing seven total reports to this Court (including supplements);
 - (vii) continuing complex, multi-entity operations throughout the receivership in both the United States and Canada;
 - (viii) conducting recognition proceedings in both the United States and Canada;
 - (ix) conducting sale and investor solicitation processes for both the United States and Canadian operations;
 - (x) managing hundreds of full-time, contract, and unionized employees in the United States and Canada;

- (xi) maintaining relationships with critical customers, suppliers, Indigenous communities, and Crown corporations;
- (xii) addressing significant secured (in excess of \$77 million) and unsecured (in excess of \$20 million) debt obligations;
- (c) the Receiver obtained a favourable result, selling all or substantially all of the Debtors' business and assets to maximize proceeds for the benefit of the Debtors' stakeholders; and
- (d) the Receiver's fees were properly incurred, delegated efficiently to professionals of appropriate seniority, and commensurate with fees charged by other insolvency firms of a similar size for work of a similar nature and complexity in British Columbia.

Legal fees

36. Similar considerations apply to assessing the fair and reasonable accounts of a receiver's legal fees:

- (a) the time expended;
- (b) the complexity of the receivership;
- (c) the degree of responsibility assumed by the lawyers;
- (d) the amount of money involved, including the amount of proceeds after realization and the payments to the creditors;
- (e) the degree and skill of the lawyers involved;
- (f) the results achieved; and
- (g) the client's expectations as to the fee.

HSBC Bank Canada v. Maple Leaf Loading Ltd., 2014 BCSC 2245 at para 12; Bison Properties Ltd. (Re), 2016 BCSC 793 at paras 169-171

37. In this case, the Receiver's legal fees should also be approved:

- (a) the Receiver's counsel carried out significant responsibilities including:
 - (i) preparing and appearing for seven applications before this Court to discharge the Receiver's mandate;
 - (ii) conducting a thorough security review to determine the appropriate secured creditor priorities;
 - (iii) reviewing and revising the Receiver's various reports to Court;

- (iv) assisting with the negotiation and documentation of the sale transactions; and
 - (v) generally advising the Receiver on legal matters relating to the receivership;
- (b) the Receiver's counsel's fees were properly incurred, delegated efficiently to lawyers of appropriate seniority, and commensurate with fees charged by similar firms with the expertise and capacity to serve an insolvency matter of comparable size and complexity; and
- (c) invoices were provided to the Receiver when rendered, and all have been approved by the Receiver.

Completion fees

38. The Receiver also seeks approval of the Completion Fees, which are reasonable and required in the circumstances to complete the receivership proceedings. The Receiver and its counsel will issue invoices for the Completion Fees prior to the filing of a discharge certificate.

Distributions

39. The Receivership Order provides that all proceeds of the receivership "shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court".
40. Canadian insolvency courts routinely grant orders authorizing distributions in insolvency proceedings and receiverships. The power to authorize a receiver to make a distribution to creditors is implicit in the *BIA*, and has been recognized as being "practically necessary for the accomplishment of the objectives of the legislation".

Forjay Management Ltd. v 625536 B.C. Ltd., 2019 BCCA 368 at paras 26, 31

41. In this case, the Distribution proposed by the Receiver in the Fifth Report are appropriate and should be approved. The Distribution properly prioritizes payment of the Receivership Proceeds to Stellex in accordance with an independent third-party security review conducted by counsel to the Receiver.

Royal Bank of Canada v Galmar Electrical Contracting Inc. et al, 2015 ONSC 5561 at para 9

Discharge and release

42. Upon the completion of its mandate, including the sale of all realizable assets, a court-appointed receiver will typically seek a discharge from the Court.
43. Upon payment of the Completion Fees and the Distributions, the administration of the receivership will be substantially complete save for the final steps described in this

application. As such, it is appropriate to grant a discharge pursuant to the terms of the Distribution and Discharge Order.

44. The release sought by the Receiver in the Distribution and Discharge Order includes the language in the British Columbia model discharge order, modified to include the carve outs for any claims arising from gross negligence or willful misconduct on the part of the Receiver. The release sought is also consistent with the terms of the Receivership Order.

Ed Mirvish Enterprises Limited v. Stinson Hospitality Inc., 2009 CanLII 55113 (ONSC) at paras 7-9 and 14

Part 4: MATERIAL TO BE RELIED ON

1. The Receiver's Fifth Report to the Court, filed September 25, 2026;
2. First Affidavit of Craig Munro, filed September 25, 2026;
3. First Affidavit of Mary Buttery, K.C., filed September 25, 2026; and
4. such further material as counsel may advise and this Honourable Court may permit.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application,

- (a) file an application response in Form 33,
- (b) file the original of every affidavit, and of every other document, that
 - (i) you intend to refer to at the hearing of this application, and
 - (ii) has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - (i) a copy of the filed application response;
 - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
 - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7 (9).

Dated: September 25, 2026



For:

Signature of lawyer for the Receiver
Christian Garton

To be completed by the court only:

Order made

☐ in the terms requested in paragraphs of Part 1 of this notice of application

☐ with the following variations and additional terms:

.....
.....
.....

Date:[dd/mm/yyyy].....

.....

Signature of ☐ Judge ☐ Master

Appendix

THIS APPLICATION INVOLVES THE FOLLOWING:

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☐ other matters concerning document discovery
- ☐ extend oral discovery
- ☐ other matter concerning oral discovery
- ☐ amend pleadings
- ☐ add/change parties
- ☐ summary judgment
- ☐ summary trial
- ☐ service
- ☐ mediation
- ☐ adjournments
- ☐ proceedings at trial
- ☐ case plan orders: amend
- ☐ case plan orders: other
- ☐ experts
- ☒ none of the above

SCHEDULE “A”
(see attached)

**IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY**

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

	)	THE HONOURABLE JUSTICE LOO	)	
BEFORE	)		)	09/OCT/2026
	)	_____	)	

ON THE APPLICATION of FTI Consulting Canada Inc. (“**FTI**”), in its capacity as court appointed receiver (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 (collectively, the “**Debtors**”) pursuant to the orders of Justice Loo pronounced on October 10, 2024, and November 6, 2024, coming on for hearing October 9, 2026, at 800 Smithe Street, Vancouver, British Columbia; AND ON HEARING Christian Garton, counsel for the Receiver, and those other counsel listed in **Schedule “A”** hereto; AND ON READING the material filed, including the Fifth Report of the Receiver filed September 25, 2026 (the “**Fifth Report**”), the First Affidavit of Craig Munro filed September 25, 2026 (“**Munro Affidavit #1**”), and the First Affidavit of Mary Buttery, K.C. filed September 25, 2026 (“**Buttery Affidavit #1**”);

THIS COURT ORDERS AND DECLARES THAT:

RECEIVER ACTIVITIES, DISTRIBUTION, AND DISCHARGE

1. The actions, conduct, and activities of the Receiver as set out in the Fifth Report are hereby approved, provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.
2. The fees and disbursements of the Receiver and its counsel, as set out in the Second Report, Munro Affidavit #1, and Buttery Affidavit #1 are hereby approved.
3. After payment of the fees and disbursements of the Receiver and its counsel as herein approved, including estimated Completion Fees (as defined and described in the Fifth Report), the Receiver shall pay all funds remaining in its hands to Stellex Power Line Opco LLC.
4. Upon payment of the amount set out in paragraph 3 hereof, the Receiver shall be discharged as Receiver of the assets, undertaking and property of the Debtors, provided that notwithstanding its discharge herein: (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein; and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of FTI in its capacity as Receiver.
5. FTI is hereby released and discharged from any and all liability that FTI now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of FTI while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on its part. Without limiting the generality of the foregoing, FTI is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on its part.
6. Notwithstanding any provision herein, this Order shall not affect any person to whom notice of these proceedings was not delivered as required by the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 and regulations thereto, any other applicable enactment, or any other Order of this Court.

GENERAL

7. The Receiver and its counsel are hereby authorized, but not directed, to return all books, records, and any other documents of the Debtors in their possession, custody, or control to the Debtors' directors, or, at the Receiver's sole option and discretion, to destroy or otherwise dispose of such books, records, and other documents.

8. Notwithstanding any provisions of the *Business Corporations Act*, S.B.C. 2002, c. 57, or the articles of the Debtor entity, Rokstad Holdings Corporation, the Receiver is hereby authorized to change the name of Rokstad Holdings Corporation to a numbered name ending in "B.C. Ltd." as assigned by British Columbia Registry Services, and the Receiver or its counsel, as applicable, are authorized to take all steps and sign all documents required to implement such name change.

9. 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.

10. The Receiver may apply to this Court for advice and directions in relation to this order and any related matters.

11. Endorsement of this Order by counsel appearing on this application 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 Christian Garton
Counsel for the Receiver

BY THE COURT

Registrar

SCHEDULE “A”

Appearance List

COUNSEL NAME	PARTY REPRESENTED
Christian Garton Lucas Hodgson	The Receiver