



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

NOTICE OF APPLICATION

Name of applicant: FTI Consulting Canada Inc. as 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**”)

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 January 31, 2025 at 10:00 a.m. for the order set out in Part 1 below.

The Receiver estimates that the application will take 120 minutes.

- 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 substantially in the form attached at **Schedule “A”** hereto (the “**Stellex AVO**”) granting, *inter alia*, the following relief:

- (a) approving the sale transaction contemplated by the Asset Purchase Agreement (as may be further amended from time to time in accordance with the terms thereof and the Stellex AVO, the “**Stellex APA**”) dated January 20, 2025, between the Receiver and Stellex Power Line Opco LLC and 1501841 B.C. Ltd., or their designated nominee (together, the “**Stellex Purchaser**”);
 - (b) vesting in the Stellex Purchaser all of the Debtors’ right, title and interest in and to the Stellex Purchased Assets (as defined below), free and clear of all Encumbrances other than Permitted Encumbrances on the terms set out in the Stellex AVO;
 - (c) assigning the rights and obligations of the Debtors, or any one of them, under certain agreements to the Stellex Purchaser; and
 - (d) granting such further and other relief as counsel may request and this Honourable Court may deem just.
2. An Order substantially in the form attached as **Schedule “B”** hereto (the “**Graham AVO**”) granting, *inter alia*, the following relief:
- (a) approving the sale transaction contemplated by the Asset Purchase Agreement (as may be further amended from time to time in accordance with the terms thereof and the Graham AVO, the “**Graham APA**”, and together with the Stellex APA, the “**Purchase Agreements**” and the transactions contemplated thereby, the “**Transactions**”) dated January 20, 2025, between the Receiver and Graham Maintenance Services LP and 42 West Constructors Ltd., or their designated nominee (together, the “**Graham Purchaser**”, and with the Stellex Purchaser, the “**Purchasers**”);
 - (b) vesting in the Graham Purchaser all of the Debtors’ right, title and interest in and to the Graham Purchased Assets (as defined below), free and clear of all Encumbrances other than Permitted Encumbrances on the terms set out in the Graham AVO;
 - (c) assigning the rights and obligations of the Debtors, or any one of them, under certain agreements to the Graham Purchaser;

- (d) authorizing the Receiver to make various distributions from the net proceeds payable under the Graham APA to beneficiaries of the various Charges granted within these receivership proceedings to satisfy Priority Claims (as defined below) and to the Stellex Purchaser in partial satisfaction of the Secured Obligations; and
- (e) granting such further and other relief as counsel may request and this Honourable Court may deem just.

3. An Order substantially in the form attached as **Schedule “C”** hereto (the “**Backup AVO**”) granting, *inter alia*, the following relief in the event the Transactions contemplated by the Purchase Agreements fail to close in accordance with the terms thereof:

- (a) approving the sale transaction contemplated by the Asset Purchase Agreement dated December 6, 2024, between the Receiver and the Stellex Purchaser (as may be further amended from time to time in accordance with the terms thereof and the Backup AVO, the “**Stalking Horse APA**” and the transaction contemplated thereby, the “**Stalking Horse Transaction**”) as a backup transaction to the Transactions contemplated by the Stellex AVO and the Graham AVO;
- (b) vesting in the Stellex Purchaser all of the Debtors’ right, title and interest in and to the Stalking Horse Purchased Assets (as defined below), free and clear of all Encumbrances other than Permitted Encumbrances on the terms set out in the Backup AVO;
- (c) subject to the notice and objection period prescribed under the Backup AVO, assigning the rights and obligations of the Debtors, or any one of them, under certain agreements to the Stellex Purchaser; and
- (d) granting such further and other relief as counsel may request and this Honourable Court may deem just.

4. An Order substantially in the form attached as **Schedule “D”** hereto (the “**Bankruptcy Approval Order**”) granting, *inter alia*, the following relief:

- (a) authorizing the Receiver to assign the Debtors, or any one of them, into bankruptcy pursuant to section 49 of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, as amended (the “**BIA**”);
- (b) providing that the Receiver shall not be disqualified from acting as Trustee in Bankruptcy by reason only of its role as Receiver; and
- (c) granting such further and other relief as counsel may request and this Honourable Court may deem just.

5. An Order substantially in the form attached as **Schedule “E”** hereto (the “**Sealing Order**”) sealing the unredacted Schedules E, F and G to the Graham APA, unredacted Schedules C-1, C-2, and C-3 to the Stellex APA and unredacted and schedules C-1 and C-2 to the Stalking Horse APA (collectively, the “**Confidential Schedules**”) which list the names of non-unionized employees and unionized employees who will be offered continued employment by the Graham Purchaser and the Stellex Purchaser, as applicable, as well as the names of those employees who are excluded from the Transactions.

6. Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Fourth Report of the Receiver, dated January 20, 2025 (the “**Fourth Report**”), the Purchase Agreements and/or the Stalking Horse APA.

Part 2: FACTUAL BASIS

7. The Debtors are a related group of privately held corporations that provide power line construction and maintenance, sandblasting and painting services in Canada and the United States.

8. On November 6, 2024, on application by the Stellex Purchaser, the Receiver was appointed as receiver and manager of all assets, undertakings and property of the Debtors, including all proceeds thereof pursuant to the Order the Honourable Justice Loo (the “**Receivership Order**”).

9. On November 22, 2024, the Receiver obtained an order in the United States Bankruptcy Court for the District of Delaware (the “**US Bankruptcy Court**”) under Chapter 15 of the United States Bankruptcy Code recognizing the receivership proceedings as a foreign main proceeding, recognizing and giving effect to the Receivership Order in the United States, and granting certain ancillary relief.

10. On December 13, 2024, the Honourable Justice Loo granted an Order (the “**SSP Approval Order**”) that, among other things: (a) approved a sale solicitation process (the “**Sale Process**”) to be implemented by the Receiver and its advisors; (b) approved the Stalking Horse APA; and (c) approved the Expense Reimbursement and authorized and directed the Receiver to pay the Expense Reimbursement in the manner and circumstances described in the Stalking Horse APA.

Sale Process

11. In accordance with the SSP Approval Order, the Sale Process was implemented by the Receiver over an approximately four week period between December 13, 2024 and January 10, 2025. The Receiver, among other things:

- (a) prepared a teaser letter detailing the Sale Process and inviting recipients to participate in same, and distributed the teaser letter to 97 potential bidders;
- (b) entered into non-disclosure agreements (each, an “**NDA**”) with 7 potential bidders;
- (c) arranged for potential bidders who executed an NDA to view information relating to the Debtors and the Property and Business in a virtual data room (the “**VDR**”);
- (d) facilitated the due diligence process by, among other things, responding to questions as and when received by potential bidders, facilitating meetings and conference calls by potential bidders with representatives of the Debtors and other stakeholders, and populating the VDR with additional materials as and when requested;
- (e) advertised the Sale Process in the Globe & Mail (National Edition) and the Wall Street Journal;
- (f) advertised the Sale Process with Insolvency Insider Canada (an independent publication dedicated to the Canadian insolvency market) which provides industry news, data and insights; and
- (g) posted the Sale Process on the Receiver’s website.

12. The deadline under the Sale Process for the submission of “Qualified Bids” was January 10, 2025 (the “**Qualified Bid Deadline**”). As at the Qualified Bid Deadline, the Receiver received one Qualified Bid (in addition to the Stalking Horse APA) from the Graham Purchaser.

Fourth Report at paras 24-25, 26(e) & 28

13. In accordance with the terms of the Stalking Horse APA and the Sale Process, the Receiver, in consultation with Stellex, undertook the negotiation of the Qualified Bid submitted by the Graham Purchaser. Such negotiations concluded in the execution of the Graham APA. Stellex has advised the Receiver that it consents to the Graham APA.

Fourth Report at para 29

14. While the Stalking Horse APA was for the purchase and sale of all, or substantially all, of the Debtors’ Property and Business, the Graham APA and the Stellex APA generally divide the Property and Business along country lines – the Graham Purchaser proposes to acquire substantially all of the Debtors’ Property and Business in Canada, while the Stellex Purchaser proposes to acquire substantially all of the Debtors’ Property and Business in the United States (and some very limited Property owned by the Debtors in Canada).

Fourth Report at para 30

15. Collectively, the Graham APA and the Stellex APA will result in substantially all of the Debtors’ Property and Business in Canada and the United States being sold to the Graham Purchaser and the Stellex Purchaser. They will also result in: (a) all union employees, and substantially all non-union employees, of the Debtors being offered continued employment with either the Graham Purchaser or the Stellex Purchaser; (b) substantially all of the Debtors’ customer, supplier, leasing, equipment, and other contracts being assumed by the Graham Purchaser and the Stellex Purchaser; (c) cure costs being paid by the Graham Purchaser and the Stellex Purchaser with respect to all assumed contracts in accordance with the applicable Approval and Vesting Order; and (d) all amounts secured by Charges granted within these receivership proceedings, all Priority Claims and a portion of the Secured Obligations due and owing to the Stellex Purchasers to be satisfied.

Fourth Report at paras 31, 34 & 43

16. The Transactions with the Graham Purchaser and the Stellex Purchaser are the result of the Receiver's efforts in the Sale Process to identify a viable going concern strategy to exit these Receivership Proceedings in a manner that, *inter alia*:

- (a) preserves the going concern value of the Debtors' Property and Business for the benefit of their stakeholders;
- (b) maintains the Debtors' relationships with customers, suppliers, unions, landlords and other contractual counterparties, including the Province of British Columbia, to the greatest extent possible; and
- (c) preserves the employment of substantially all of the Debtors' approximately 450 employees.

Fourth Report at para 63

17. The Receiver is of the view that the Graham APA and the Stellex APA are fair, reasonable and the result of a fulsome and Court-approved Sale Process. Together, they represent the highest or otherwise best value available to the Receiver for the Debtors' Property and Business, as confirmed by the Sale Process. The Receiver recommends that this Honourable Court grant the Graham AVO and the Stellex AVO.

Fourth Report at para 64

The Purchase Agreements¹

Stellex Purchase Agreement

18. Key commercial terms of the Stellex APA include the following:

- (a) subject to the terms and conditions of the Stellex APA, the Receiver agrees to sell, and the Stellex Purchaser agrees to purchase, all of the Purchased Assets which include, *inter alia*, substantially all of the Debtors' Property and Business in the United States, certain limited Property in Canada excluded from the Graham APA,

¹ The terms of the Purchase Agreements and the Stalking Horse APA are summarized in this Notice of Application for ease of reference. In all cases, the actual language used in the Purchase Agreements and the Stalking Horse APA govern.

the Assigned Contracts, and substantially all of the Debtors' intellectual property assets (collectively, the "**Stellex Purchased Assets**"), in each case on an "as is, where is" basis free and clear of all Encumbrances other than Permitted Encumbrances;

- (b) on the Closing Date, the Stellex Purchaser will assume and agree to pay, discharge and perform all Assumed Liabilities listed in Section 2.03 of the Stellex APA including, among other things, (i) all liabilities and obligations under the Assigned Contracts first arising and accruing after the Closing, (ii) all liabilities or obligations under any Canadian Benefit Plan with respect to Transferred Employees (or employees retained by the Debtors to support the services provided under the Transition Services Agreement), (iii) all accounts payable incurred by the Receiver on and after the date of the Receivership Order and before Closing and that remain unpaid as of Closing vis-à-vis bona fide third party vendors for the continuing projects of the U.S. Companies for the U.S. Business in the normal course on an arm's length basis; and (iv) all obligations of the U.S. Companies in respect of the U.S. Business for any warranty granted in the ordinary course of the U.S. Business after the date on which the Receiver was appointed pursuant to the Receivership Order and through the Closing;
- (c) the Purchase Price for the Stellex Purchased Assets, exclusive of all Transfer Taxes, is comprised of the aggregate of the following: (a) a credit bid in the amount of: (i) all outstanding indebtedness under the Receiver's Certificates, including all principal, interest and expenses incurred or accrued in connection therewith, less the amount of the cash proceeds of the Graham APA and less amounts necessary to satisfy the Receiver's Charge; plus (ii) C\$45 million, less the remaining amount of the cash proceeds of the Graham APA (in both cases as allocated by the Stellex Purchaser); plus (b) the amount of Priority Claims; plus (c) the assumption of the Assumed Liabilities;
- (d) closing of the transactions under the Stellex APA will occur on the first Business Day after all conditions contemplated under the Stellex APA are satisfied or waived, unless otherwise agreed to by the parties. The Outside Date for closing of

the Stellex APA (and the Graham APA) is February 17, 2025, which date may be extended by mutual agreement of the parties;

- (e) the closing of the Stellex APA is conditional upon, *inter alia*: (i) closing of the transaction contemplated by the Graham APA; (ii) approval of the Stellex AVO by this Honourable Court and recognition of the Stellex AVO by the US Bankruptcy Court (and such orders becoming Final Orders); (iii) the satisfaction of all Milestones; and (iv) the transfer and assignment of the Canadian Benefits Plan, certain permits, bonds, insurance policies.

Fourth Report at paras 34-37

- 19. The Receiver estimates that the value of the consideration comprising the Purchase Price under the Stellex APA totals approximately C\$46.3 million.

Fourth Report at para 35

- 20. In conjunction with execution of the APA, the Receiver and the Stellex Purchaser will also enter into a Transition Services Agreement pursuant to which the Receiver has agreed to provide certain services to the Stellex Purchaser, as necessary. Such transition services include operation of the business in the normal course and in accordance with applicable licenses held by the Debtors until such time as those licenses are transferred and assigned to the Stellex Purchaser, providing the Stellex Purchaser with access and use to human resources data, payroll reconciliation services, IT services, data information and access, and access to all back office functions for managing finance and accounts payable, among other things. The term of the Transition Services Agreement is the period between Closing and the earlier of a date in May 2025 (to be agreed at Closing) and the date that all services are no longer required.

Fourth Report at paras 37-40

Graham Purchase Agreement

- 21. Key commercial terms of the Graham APA include the following:

- (a) subject to the terms and conditions of the Graham APA, the Receiver agrees to sell, and the Asset Buyer (being Graham Maintenance Services LP) agrees to purchase, all of the Purchased Assets which include, *inter alia*, substantially all of the

Debtors' Property and Business in Canada and certain limited intellectual property assets excluded from the Stellex APA (collectively, the "**Asset Buyer Purchased Assets**"), in each case on an "as is, where is" basis free and clear of all Encumbrances other than Permitted Encumbrances;

- (b) subject to the terms and conditions of the Graham APA, the Receiver agrees to sell, and the Labour Buyer (being 42 West Constructors Ltd.) agrees to purchase, the Union Agreement and all rights and defences under the Union Agreement (together with the Asset Buyer Purchased Assets, the "**Graham Purchased Assets**"), on an "as is, where is" basis free and clear of all Encumbrances other than Permitted Encumbrances;
- (c) on the Closing Date, the Graham Purchaser, as applicable, will assume and agree to pay, discharge and perform all Assumed Liabilities listed in Section 2.03 of the Graham APA including, among other things, (i) all liabilities and obligations under the Assigned Contracts and the Union Agreement first arising and accruing after the Closing, (ii) all liabilities and obligations relating to employee benefits, compensation or other arrangements with respect to any non-unionized Transferred Employee first arising and accruing after Closing; (iii) all unpaid and accrued vacation entitlements of non-unionized and unionized Transferred Employees as of the Closing Date; (iv) all accounts payable incurred by the Receiver on and after the date of the Receivership Order and before Closing and that remain unpaid as of Closing vis-à-vis bona fide third party vendors in connection with services provided by any Canadian Company on behalf of BC Hydro; (v) all obligations of the Canadian Business in respect of any warranty granted prior to the date of the Receivership Order in connection with services provided by any Canadian Company on behalf of BC Hydro on or before the Closing; and (vi) all obligations of the Canadian Companies in respect of any warranty granted in the ordinary course of the Canadian Business after the date on which the Receiver was appointed pursuant to the Receivership Order and through the Closing;
- (d) the Purchase Price for the Graham Purchased Assets, exclusive of all Transfer Taxes, is comprised of the aggregate of the following: (i) the C\$2 million Deposit;

plus (ii) C\$18 million; plus (iii) the Excess Costs (all salaries, wages, benefits, payroll costs and other payment obligations for employees or independent contractors of the Canadian Companies in any week commencing on or after January 13, 2025 and continuing for the period up to the Closing Date in excess of \$410,000 per week in the aggregate relating to storm surge work or work outside of the ordinary course by the Canadian Companies); plus (iv) the Payroll Costs (all salaries, wages, benefits, payroll costs and other payment obligations of the Transferred Employees in the period commencing from the final payroll payment to the Closing Date), if any; plus (v) the Buyout Price (the purchase price for the acquisition of various vehicles to be bought by the Graham Purchaser); plus (vi) assumptions of the Assumed Liabilities;

- (e) closing of the transactions under the Graham APA will occur on the first Business Day after all conditions contemplated under the Graham APA are satisfied or waived, unless otherwise agreed to by the parties. The Outside Date for closing of the Graham APA (and the Stellex APA) is February 17, 2025, which date may be extended by mutual agreement of the parties; and
- (f) the closing of the Graham APA is conditional upon, *inter alia*: (i) closing of the transaction contemplated by the Stellex APA; (ii) approval of the Graham AVO by this Honourable Court; and (iii) the Closing occurring on or before the Outside Date (February 17, 2025).

Fourth Report at paras 42-46

22. The Receiver estimates that the value of the consideration comprising the Purchase Price under the Graham APA exceeds C\$20 million.

Fourth Report at para 44

23. The Graham APA appends a Transition Services Agreement, a License Agreement and a Non-Solicitation and Non-Competition Agreement between the Graham Purchaser and the Stellex Purchaser. The Transition Services Agreement and Non-Solicitation and Non-Competition Agreement recognize that as the Debtor's business has been operating on a consolidated basis, the information, documentation, books and records and other operational matters relating to that

business may not separate cleanly as between the Stellex Purchased Assets and the Graham Purchased Assets. Those parties accordingly negotiated the Transition Services Agreement and the Non-Solicitation and Non-Competition Agreement to address the inevitable cooperation that will be required to transition the Debtors' business into two stand alone businesses.

Fourth Report at para 47

24. The License Agreement grants Graham an exclusive and royalty free license for the right to use registered and/or unregistered trademarks in the name of "Rokstad" or "Rok" in Canada, notwithstanding that such intellectual property is being acquired by Stellex.

Fourth Report at para 48

25. Stellex has consented to the Graham APA and, as such, the Graham APA is excluded from the definition of "Alternative Transaction" under the Stalking Horse APA and no Expense Reimbursement is payable to the Stellex Purchaser.

Fourth Report at para 49

Stalking Horse APA

26. The Stalking Horse APA was previously approved by this Honourable Court as the Stalking Horse Bid pursuant to and for purposes of the Sale Process. The details of the Stalking Horse APA are described at length in the Notice of Application filed by the Receiver on December 6, 2024 in support of, among other things, approval of the Sale Process and Stalking Horse APA (the "**December Application**"). A copy of the December Application (without schedules) is attached as Appendix B to the Fourth Report.

27. The Receiver is seeking the Backup AVO with respect to the Stalking Horse APA to avoid additional delay and costs if the Graham APA and the Stellex APA fail to close in accordance with their terms. As discussed in the December Application, the Stalking Horse APA is for the sale of substantially all of the Debtors' Property and Business in Canada and the United States.

Fourth Report at para 57

Contract Assignments

28. The Purchasers have identified certain leases and executory contracts that are integral to the operation of the Debtors' business as a going concern. Each of the Graham APA, the Stellex

APA, and the Stalking Horse APA append the list of Assigned Contracts as Schedule B thereto. Each of the foregoing APAs permit the applicable purchaser to modify the definition of “Assigned Contracts” to add or remove contracts, leases and/or intellectual property agreements at any time prior to Closing on notice to affected counterparties. The Graham APA further requires the consent of the Receiver and the Stellex Purchaser for modifications.

Fourth Report at para 50

29. Under the Purchase Agreements and the Stalking Horse APA, the Receiver and the Purchasers must make commercially reasonable efforts to obtain all necessary counterparty consents. As at the date of this Notice of Application, the Receiver (together with representatives of the Debtors) are in the process of contacting all counterparties to seek their consent to the assignment of the applicable Assigned Contract to the Graham Purchaser or the Stellex Purchaser, as applicable. It is anticipated that such process will remain underway during the period leading up to January 31, 2025 (the hearing of this Notice of Application).

Fourth Report at para 51

30. In light of the limited time between now and Closing, the integral nature of the Assigned Contracts to the ongoing business operations of the Debtors in both Canada and the United States, and the requirements in the Graham APA, the Stellex APA and the Stalking Horse APA, the Receiver is seeking a direction in the Graham AVO and the Stellex AVO that upon delivery of the Receiver’s Certificates, all rights and obligations of the Debtors under the Assigned Contracts (including real property leases) will be assigned to the applicable purchaser, and the Debtors’ right, title and interest in the Assigned Contracts will vest absolutely in the applicable purchaser free and clear of all Encumbrances other than Permitted Encumbrances.

Fourth Report at para 51

31. The Backup AVO includes similar relief however, in recognition of the fact that the Backup AVO will only proceed to the extent the Graham APA fails to close and, as such, counterparties to Assigned Contracts in Canada will not have had an opportunity to consider the Stellex Purchaser as the proposed assignee, the Backup AVO provides all counterparties with 5 business days from the date of service of the Backup AVO to advise the Receiver and the Stellex Purchaser of its objection, if any, to the assignment of the Debtors’ rights and obligation under the Assigned Contract to the Stellex Purchaser. If any objection is delivered, the Receiver, the Stellex Purchaser

or the objecting party may apply to the Court for advice and directions. If no objection is filed by a counterparty within 5 business days of service, all assignment provisions in the Backup AVO will apply to such counterparty and its Assigned Contract.

Fourth Report at para 51

32. Each of the Stellex AVO, the Graham AVO, and the Backup AVO provide that Cure Costs will be paid by the applicable purchaser in the amounts set out in the schedule to the AVO.

Fourth Report at paras 31(c), 34(c), 43(g), 51

Distributions

33. The Receiver is seeking approval to complete certain distributions from the sale proceeds realized from the Transactions in order to facilitate a release of the Charges as against the Graham Purchased Assets and the Stellex Purchased Assets, as well as to minimize the ongoing accrual of interest in the receivership estates. The waterfall proposed by the Receiver reflects the respective priorities of the various secured claims – with all outstanding professional fees secured by the Receiver’s Charge to be paid first, followed by all outstanding amounts secured by the Receiver’s Borrowing Charge and all obligations to beneficiaries of the KERP Charge (the second tranche of which becomes payable to KERP employees on the closing of the Transactions).

Fourth Report at paras 86-87

34. If any proceeds remain in the receivership estates after payment of the foregoing, and subject to the Receiver maintaining a reserve to cover ongoing professional fees to be incurred in the wind down of the Debtors’ estates, the Receiver proposes to pay Priority Claims (“**Priority Claims**”) (valid and existing statutory claims which rank in priority to the Secured Indebtedness due and owing to the Stellex Purchasers in their capacities as first and second lien lenders to the Debtors). Prior to payment of such Priority Claims, the Receiver intends to petition the Debtors, or any one of them, into bankruptcy (as discussed further below).

Fourth Report at para 89-90

35. Finally, if any proceeds remain after the satisfaction of all Charges and Priority Claims, the Receiver proposes to distribute remaining funds to the Stellex Purchaser in partial satisfaction of amounts outstanding on the Secured Indebtedness. The Receiver’s Canadian and U.S. counsel have

provided the Receiver with opinions that, subject to the standard assumptions and qualifications therein, the security granted to the Stellex Purchaser with respect to the first lien debt (i.e. the debt acquired from Canadian Western Bank) is valid and enforceable. Proceeds are not expected to be sufficient to make any distributions with respect to the second lien debt (i.e. the debt acquired from Crown Capital) which the Receiver's U.S. counsel has confirmed has lapsed as against the Debtors' Property in the U.S. because of an expired Uniform Commercial Code registration.

Fourth Report at paras 84-85 & 89

Authority to Assign the Debtors into Bankruptcy

36. One or more of the Debtors are indebted to the Canada Revenue Agency in the approximate amount of \$400,000 for goods and services tax. Each of the Graham APA, the Stellex APA and the Stalking Horse APA exclude Tax Liabilities from the scopes of the respective Transactions. Such liabilities will accordingly remain with the receivership estates.

Fourth Report at para 91

37. The payment of pre-receivership GST arrears has not been accounted for in the Debtors' cash flows, and the Stellex Purchaser (as funder of all Receiver's Certificates) has confirmed with the Receiver that it is not prepared to advance the funds necessary to pay GST arrears. Accordingly, in order to give effect to the Transactions (or, if necessary, the Stalking Horse Transaction) and facilitate the proposed distributions and wind down of the Debtors' estates, the Receiver is seeking authority to assign the Debtors, or any one of them, into bankruptcy pursuant to section 49 of the *BIA*.

Fourth Report at paras 91-92

Sealing Order

38. The Confidential Schedules (schedules E, F and G to the Graham APA, schedules C-1, C-2, and C-3 to the Stellex APA, and schedules C-1 and C-2 to the Stalking Horse APA) list the names of non-unionized employees and unionized employees who will be offered continued employment by the Graham Purchaser and the Stellex Purchaser, as applicable, as well as the names of those employees who are excluded from the Transactions.

39. The personal information found in the Confidential Schedules is not of a nature that would normally be made public by the Debtors in the ordinary course of business. Disclosure of the employee's personal information in the Confidential Schedules could be highly prejudicial to them personally and professionally.

40. The Receiver is accordingly seeking a sealing order with respect to the Confidential Schedules.

Part 3: LEGAL BASIS

The Approval and Vesting Orders Should be Approved

41. The following considerations established by the Ontario Court of Appeal in *Royal Bank of Canada v. Soundair Corp.* must be taken into account by a Court in deciding whether to approve a sale negotiated by a Court-appointed receiver:

- (a) whether the receiver made sufficient efforts to obtain the best price and did not act improvidently;
- (b) the interests of all parties;
- (c) the efficacy and integrity of the process by which offers were obtained; and
- (d) whether there has been any unfairness in the sale process.

Royal Bank of Canada v. Soundair Corp., 1991 CanLII 2727 (ON CA) (“*Soundair*”) at para 16
Kruger v Wild Goose Vintners Inc., 2021 BCSC 1406 (“*Wild Good Vitners*”) at para 26

42. In all cases, the question “at the end of the day... is whether considering the transaction as a whole the proposed sale is appropriate, fair, and reasonable.” The court will defer to the exercise of the receiver's business judgment unless it appears that the receiver's conduct was improvident based on the information available to it at the time.

Wild Goose Vitners at para 30

Soundair at paras 21-22

Bank of Montreal v. Dedicated National Pharmacies Inc. et al, 2011 ONSC 4634 at para 43

43. The Receiver submits that the foregoing factors are satisfied in these circumstances. First, the Receiver made sufficient efforts to obtain the best price and did not act improvidently. The

Sale Process was conducted in accordance with the SSP Approval Order granted by this Honourable Court. It was conducted over an approximately four-week period. Ninety-seven potential purchasers were contacted by the Receiver. Seven potential purchasers executed NDAs, were granted access to the VDR and undertook due diligence. At the conclusion of the Sale Process, the Graham APA and the Stellex APA (or, if the Graham APA and Stellex APA fail to close, the Stalking Horse APA) represent the highest and best available option to the Receiver for the sale of the Debtor's assets. This was confirmed both in the Sale Process undertaken by the Receiver and in the extensive sale and marketing process undertaken by the Debtors in the year leading up to the appointment of the Receiver.

Fourth Report at paras 22-29 & 64

44. Second, the proposed sales are in the interests of all parties. In addressing the interests of all parties, the interests of creditors are the primary consideration, though not the only or overriding consideration. The interests of the debtor carry weight, as do the interests of a prospective purchaser who has negotiated an agreement with the receiver.

Soundair at paras 39-41

Wild Goose Vitners at para 30

45. Here, the Graham APA and the Stellex APA are supported by the Debtors' only secured creditor, the Stellex Purchaser. Other than the beneficiaries of the Charges and certain limited Priority Claims, the Stellex Purchaser is the only known creditor with any economic interest in the Debtors' estates. The Stellex Purchaser has been funding these receivership proceedings since commencement. Further, even if other creditors exist with an economic interest in the Debtors' estates, the Graham APA and the Stellex APA (or, if the Graham APA and Stellex APA fail to close, the Stalking Horse APA) represent the highest and best available price for the Debtors' Property and Business and the only "Qualified Bids" received by the Receiver within the Sale Process.

Fourth Report at paras 26(e), 28, 64, 85 & 90

46. Together, the Graham APA and the Stellex APA will result in the continued employment of the Debtors' approximately 450 union and non-union employees, the assumption of substantially all of the Debtors' customer contracts, supplier contracts, real property leases, and

other agreements, and the payment of outstanding arrears under the Assigned Contracts. It is in the interests of the Debtors' stakeholders that the value of the Debtors' Property and Business are maximized – here, as provided in the Graham APA and the Stellex APA.

Fourth Report at paras 31, 63 & 93

47. Finally, the Receiver submits that there was no unfairness in the Sale Process. All potential purchasers were entitled to participate in the Sale Process, subject to the conditions set out therein, which applied equally to each party and which were standard and reasonable in the circumstances. All available information with respect to the opportunity was made available in the VDR to any potential purchaser who signed an NDA. All potential purchasers had the same opportunity to submit a Qualified Bid to the Receiver based on the same information.

Fourth Report at paras 58-64

48. The Receiver accordingly respectfully submits that the Graham APA and the Stellex APA (or, if the Graham APA and Stellex APA fail to close, the Stalking Horse APA) satisfy the “Soundair” test and should be approved by this Honourable Court.

The Assigned Contracts Should be Assigned

49. Section 84.1(1) of the *Bankruptcy and Insolvency Act* (Canada) provides that, “[O]n application by a trustee and on notice to every party to an agreement, a court may make an order assigning the rights and obligations of a bankrupt under the agreement to any person who is specified by the court and agrees to the assignment”. Similarly, section 11.3 of the *Companies’ Creditors Arrangement Act* (Canada) provides that, “[O]n application by a debtor company and on notice to every party to an agreement and the monitor, the court may make an order assigning the rights and obligations of the company under the agreement to any person who is specified by the court and agrees to the assignment.”

BIA at s.84.1(1)

Companies’ Creditors Arrangement Act, RSC 1985, c C-36 (the “*CCAA*”) at s.11.3(1)

50. While neither s.84.1(1) of the *BIA* nor section 11.3 of the *CCAA* refer specifically to receivers, the Honourable Chief Justice Morawetz of the Ontario Superior Court of Justice confirmed in *Urbancorp* that a purposive approach which harmonizes the Canadian insolvency

regimes and prevents the loss of value from the estate of the debtor is the proper approach to considering the assignment of contracts in a receivership. Justice Morawetz accordingly held that despite the lack of express statutory authority entitling a Court to make an assignment order upon a receiver's application under s.84.1(1) of the *BIA*, he nevertheless had jurisdiction to grant such an order under the broad jurisdiction of s.243(1)(c) of the *BIA* and s. 100 of the *Courts of Justice Act* (Ontario). Section 37(1) of the *Law and Equity Act* (British Columbia) contains a concordant provision to s.100 of the *Courts of Justice Act*.

Urbancorp, 2020 ONSC 7920 (“*Urbancorp*”) at paras 23-25

Ontario Securities Commission v. Bridging Finance Inc., 2023 ONSC 2140 at para 17

51. In considering whether to approve the assignment of a contract by a Receiver as part of a receivership, Justice Morawetz determined that the criteria prescribed in s.84.1(4) of the *BIA* and s.11.3 of the *CCAA* should inform the Court's analysis, namely:

- (a) whether the monitor approved the proposed assignment;
- (b) whether the person to whom the rights and obligations are to be assigned would be able to perform the obligations; and
- (c) whether it would be appropriate to assign the rights and obligations to that person.

BIA at s.84.1(4)

CCAA at s.11.3

Urbancorp at para 35

52. Like section 84.1 of the *BIA* and section 11.3 of the *CCAA*, the Court's jurisdiction to assign contracts in receiverships is subject to certain exceptions for agreements that cannot be assigned by reason of their nature, including: (a) an agreement entered into on or after the date of the bankruptcy; (b) an eligible financial contract; or (c) a collective agreement.

BIA at s.84.1(3)

53. The Receiver submits that the foregoing criteria are satisfied and the Assigned Contracts should be assigned to the Stellex Purchaser and the Graham Purchaser, as applicable. In particular:

- (a) the Receiver approves of the proposed assignments. The assignment of the Assigned Contracts is a material component of the Graham APA and the Stellex APA. In both cases, the Graham Purchaser and the Stellex Purchaser are acquiring the operating businesses of the Debtors in Canada and the United States. Without the Assigned Contracts, the Businesses acquired by the Graham Purchaser and the Stellex Purchaser could not operate and all value associated with the Debtors' ongoing operations (including customer contracts) would be lost. Accordingly, without the Assigned Contracts, the Transactions will not close, all to the detriment of the Debtors' stakeholders;
- (b) the process for assignment of the Assigned Contracts is fair and reasonable to all counterparties. With respect to the Stellex APA and the Graham APA, the Receiver and the Debtors either have or will contact all counterparties prior to the hearing of this Notice of Application to request their consent to the assignment of the applicable Assigned Contract. Such counterparties will have an opportunity to consider the Graham Purchaser and/or the Stellex Purchaser and either consent or object. Any counterparty objections can be heard and considered by this Honourable Court;
- (c) further, with respect to the Stalking Horse APA, in recognition of the fact that the Backup AVO will only proceed to the extent the Graham APA fails to close and, as such, counterparties to Assigned Contracts in Canada will not have had an opportunity to consider the Stellex Purchaser as the proposed assignee, the Backup AVO provides all counterparties with 5 business days from the date of service of the Backup AVO to advise the Receiver and Stellex Purchaser of any objection to the assignment of the Debtors' rights and obligation under the Assigned Contract to the Stellex Purchaser. If any objection is delivered, the Receiver, the Stellex Purchaser or the objecting party may apply to the Court for advice and directions. If no objection is filed by a counterparty within 5 business days of service, all assignment provisions in the Backup AVO will apply to such counterparty and its Assigned Contract;

- (d) the Stellex Purchaser and the Graham Purchaser are (to the best of the Receiver's knowledge) viable entities who will be able to perform all obligations under the Assigned Contracts. In particular:
- (i) the Stellex Purchaser is an affiliate of Stellex Capital, an investment firm with approximately \$4 billion in assets under management. The Stellex Purchaser acquired more than \$100 million in secured claims against the Debtors in two separate arm's length transactions and, in the context of these receivership proceedings, the Stellex Purchaser has provided US\$15 million in financing under the Receiver's Certificates. The Stellex Purchaser requires no financial contingency to close on the Stellex APA and has agreed to pay the cure costs owing under the Assigned Contracts; and
 - (ii) the Graham Purchaser had cash and cash equivalents in excess of C\$200 million and fiscal 2024 revenues in excess of \$4 billion. The Graham Purchaser is an affiliate of Graham, a well-known participant in the Canadian construction market with over 2,500 fulltime and 6,000 trade craft. The Graham Purchaser has over \$300 million in bank facilities to support strategic initiatives and has provided the Receiver with the C\$2 million Deposit; and
- (e) it is appropriate to assign the rights and obligations of the Debtors under the Assigned Contracts to the Stellex Purchaser and the Graham Purchaser. Among other things:
- (i) there is no evidence of any prejudice to any counterparties to the Assigned Contracts. To the contrary, if the Assigned Contracts are not assigned to the Stellex Purchaser and the Graham Purchaser, the Transactions will not close and the Debtors' stakeholders (including employees) will be harmed;
 - (ii) the Stellex Purchaser and the Graham Purchaser will cure all monetary defaults existing under the Assigned Contracts on Closing;
 - (iii) none of the Assigned Contracts are subject to the exceptions set out in s.84.1(3) of the BIA; and

- (iv) assigning the Assigned Contracts will allow the Purchasers to step into the shoes of the Receiver, leading to a smooth transition for the benefit of counterparties.

Fourth Report at paras 50-56

54. The Receiver accordingly submits that it is just and appropriate that the Assigned Contracts be assigned to the Stellex Purchaser and the Graham Purchaser, as applicable.

The Distribution Should be Approved

55. Paragraph 12 of the Receivership Order provide that the Receiver shall hold all, “funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver [...] from any source whatsoever including, without limitation, the sale or all or any of the Property”. The Receivership Order further provides that that disbursements of funds shall be “paid in accordance with the terms of the [Receivership Order] or any further order of this Court”. The Receiver accordingly seeks authority to make certain distributions to beneficiaries of the various Charges granted within these receivership proceedings, to satisfy Priority Claims and to the Stellex Purchaser in partial satisfaction of the Secured Obligations.

Receivership Order at para 12

56. Orders approving distributions (including interim distributions) are routinely granted by Courts in insolvency proceedings and receiverships.

Windsor Machine & Stamping Ltd (Re), 2009 CanLII 39772 at paras 8 & 13

AbitibiBowater Inc (Arrangement relatif à), 2009 QCCS 6461 (“*Abitibi*”) at paras 70-75

57. In deciding whether to approve a distribution, the Court in *Abitibi* established the following factors for consideration (while established in the context of a CCAA, such factors are equally applicable to a receivership):

- (a) **whether the payee’s security is valid and enforceable.** Here, all amounts advanced by the Stellex Purchaser to fund the receivership proceedings are secured by the Receiver’s Borrowing Charge. Similarly, the Receiver’s Canadian and U.S. counsel have confirmed that, subject to the standard assumptions and qualifications, the Stellex Purchaser’s security under the CWB Secured Facility is valid and

perfected. While the Stellex Purchaser's security under the Crown Secured Facility has lapsed, the Receiver does not expect that available proceeds will be sufficient to satisfy the first lien debt (i.e. the CWB Secured Facility) and so no distributions are expected to be made on the second lien debt (i.e. the Crown Secured Facility);

- (b) **whether the distribution would result in significant interest savings to the estate.** The proposed distribution is expected to pay out all amounts secured under the Receiver's Borrowing Charge and a substantial portion of the CWB Secured Facility. These payments will limit the further accrual of interest and therefore result in saving to the Debtors' estates;
- (c) **whether the distribution will leave the estate with sufficient liquidity.** After the proposed distribution, the Receiver will maintain a winddown reserve in the amount of US\$250,000. Further, the proposed distribution expressly permits the Receiver to maintain the necessary holdback to cover professional fees and other incidental expenses to complete the administration of the Debtors' estates.

Abitibi at paras 60-76

Fourth Report at paras 84-90

58. The Receiver accordingly submits that the proposed distribution is fair and reasonable and respectfully requests that it be approved by this Honourable Court.

Authority to Assign the Debtors into Bankruptcy

59. Section 49 of the *BIA* provides, *inter alia*, that an "insolvent person" may make an assignment in bankruptcy. "Insolvent Person" is defined under section 2 of the *BIA* as a person who is not bankrupt and who resides, carries on business or has property in Canada, whose liabilities to creditors provable as claims under this Act amount to one thousand dollars, and either: (a) who is for any reason unable to meet his obligations as they generally become due; (b) who has ceased paying his current obligations in the ordinary course of business as they generally become due; or (c) the aggregate of whose property is not, at a fair valuation, sufficient, or, if disposed of at a fairly conducted sale under legal process, would not be sufficient to enable payment of all of his obligations, due and accruing due.

BIA at ss.2 and 49

60. It is “well settled” in Canadian jurisprudence that, “the Court is empowered to authorize the receiver to file an assignment in bankruptcy.” As Justice Farley previously noted, “I do not see that there is any dispute that this Court has the power to authorize the Court-appointed R/M (Receiver/Manager) to either file an assignment in bankruptcy or consent to the Petition.” In all cases, the question for consideration by the Court “is whether there is a ‘need’ for a bankruptcy.”

RBC v. Gustin, 2019 ONSC 5370 at para 15

Royal Bank of Canada v. Sun Squeeze Juices Inc., 1994 CarswellOnt 266 (“*Sun Squeeze*”) at paras 6, 10 and 11

61. A need by the Receiver to avoid lengthy assessments, appeals, and audits by the CRA and bring certainty to the insolvency process has been recognized in the caselaw as a “need” for bankruptcy. For example, in *PricewaterhouseCoopers v. Bank of Montreal*, the Court authorized the Receiver to assign the debtor into bankruptcy in order to reverse the priority of outstanding harmonized sale taxes due and owing to the CRA.

PricewaterhouseCoopers v. Bank of Montreal, 2017 CarswellNfld 91 at paras 65-67

Royal Bank v. Sun Squeeze Juices Inc., 2994 CarswellOnt 301 at para 3

Court File No.: CV-23-00707330-00CL (ONSC): *Enlightened Funding Corporation v. Velocity Asset and Credit Corporation and 926749 Ontario Ltd. o/a Clonsilla Auto Sales and Leasing*, Bankruptcy Order granted May 3, 2024 at para 2

Court File No.: 1901-06244 (ABKB): *Orphan Well Association v. Trident Exploration Corp. et al*, Order (Authorization to Assign into Bankruptcy) granted March 3, 2023 at paras 2-3

62. Here, the payment of pre-receivership GST arrears has not been accounted for in the Debtors’ cash flows, and the Stellex Purchaser (as funder of all Receiver’s Certificates) has confirmed with the Receiver that it is not prepared to advance the funds necessary to pay GST arrears. Accordingly, in order to give effect to the Transactions (or, if necessary, the Stalking Horse Transaction) and facilitate the proposed distributions and wind down of the Debtors’ estates, the Receiver is seeking authority to assign the Debtors, or any one of them, into bankruptcy pursuant to section 49 of the *BIA*.

Sealing Order

63. The Receiver seeks the Sealing Order directing that the Confidential Schedules be placed under seal, with such Confidential Schedules to remain under seal pending further Order of the Court.

64. In the leading case of *Sierra Club of Canada v. Canada (Minister of Finance)*, the Supreme Court of Canada held that a sealing order may be granted where: (a) such an order is necessary to prevent a serious risk to an important interest, including a commercial interest, in the context of litigation because reasonable alternative measures will not prevent the risk; and (b) the salutary effects of the confidentiality order, including the effects on the right of civil litigants to a fair trial, outweigh its deleterious effects, including the effects on the right to free expression, which includes the public interest in open and accessible court proceedings.

Sierra Club of Canada v. Canada (Minister of Finance), 2002 SCC 41 at para 53

65. The Supreme Court of Canada, in *Sherman Estates*, further broke down the two-part test from *Sierra Club* into three parts to help clarify the prerequisites “without altering its essence”. As clarified, the applicant must establish that: (a) court openness poses a serious risk to an important public interest; (b) the order sought is necessary to prevent this serious risk to the identified interest because reasonably alternative measures will not prevent this risk; and (c) as a matter of proportionality, the benefits of the order outweigh its negative effects.

Sherman Estate v. Donovan, 2021 SCC 25 at para 38

66. Applying this framework, Courts routinely grant sealing orders over the personal details of a debtor company’s employees, including names, contact information and compensation. For example, in the CCAA proceedings of the Just Energy Group, the Court noted that, “publicly disclosing employee compensation violates the privacy interest of those employees” and “the limitation imposed on the open courts principal is minimal”. The same principle applies to the disclosure of employee personal information.

Ontario Securities Commission v. Bridging Finance Inc., 2021 ONSC 4347 at para 25 and 26

Walter Energy Canada Holdings, Inc. (Re), 2016 BCSC 107 at paras 50 and 51

Mountain Equipment Co-Operative (Re), 2020 BCSC 1586 at para 64

Just Energy Group Inc. et al., 2021 ONSC 7630, at para 29

67. The Confidential Schedules contain the names of non-unionized employees and unionized employees who will be offered continued employment by the Graham Purchaser and the Stellex Purchaser, as applicable, as well as the names of those employees who are excluded from the Transactions. Making the details of the Confidential Schedules public would pose a serious risk to an important public interest: the privacy interests of the Debtors' employees. There is no reasonable alternative measure to protecting these interests. Finally, the benefits of a sealing order in promoting these interests outweigh the effect of making public the details of the Confidential Schedules at this time, as no stakeholders will be materially prejudiced by such an order.

Part 4: MATERIAL TO BE RELIED ON

1. The Receiver's First Report to the Court, dated December 3, 2024;
2. The Receiver's Second Report to the Court, dated December 6, 2024;
3. The Receiver's Third Report to the Court, dated December 19, 2024;
4. The Receiver's Fourth Report to the Court, dated January 21, 2025;
5. The pleadings filed in this proceeding; and
6. 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: January 21, 2025



Christian Gorton
for:

Signature of lawyer for the Receiver
Mary Buttery, K.C. / Emily Paplawski

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/mmm/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"
Graham AVO

IN THE SUPREME COURT OF BRITISH COLUMBIA

Between:

STELLELEX 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**”).
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; (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”** of the Sale Agreement 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

BY THE COURT

REGISTRAR

Schedule "A"

COUNSEL	PARTY REPRESENTED

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 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.	

Schedule "B"

Stellex AVO

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; (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”** of the Sale Agreement 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 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**”), 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.
13. 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.
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

BY THE COURT

REGISTRAR

Schedule A

COUNSEL	PARTY REPRESENTED

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 KERP, which shall be held in trust by Seller to pay KERP 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).	\$0.00
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. 	\$ 403,038.57

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. 	\$657,273.40
<p>The following Equipment Leases and Guaranties with Altec Capital Services, LLC:</p> <ul style="list-style-type: none"> • Equipment Lease (Lease No. 222895), dated as of February 1, 2019, by and between Altec Capital Services, LLC and Rokstad Power Inc. • Equipment Lease (Lease No. 222892), dated as of February 1, 2019, by and between Altec Capital Services, LLC and Rokstad Power Inc. • Equipment Lease, 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. 	\$0.00

Assigned Contract	Cure Costs
<ul style="list-style-type: none"> Equipment Lease, dated as of January 31, 2019, by and between Altec Capital Services, LLC and Rokstad Power Inc. 	
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.	\$0.00
Retail Installment Sale Contract Simple Finance Charge, dated as of July 27, 2020, by and between Rokstad Power Inc. and Dave Smith Motors.	\$0.00
The following Lease Agreements with Ally Bank Lease Trust and Ally Financial Lease Trust: <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
All equipment lease agreements entered into by Rokstad Power with each of First West Leasing Ltd., Element Fleet Management Inc., TD Equipment Finance Canada, Raistone Purchasing LLC-Series XXII, Prince George Truck and Equipment (2000) Ltd., and Boxx Modular LP.	\$0.00
Rental contract with Global Rental for the US operations.	\$0.00
All equipment lease agreements entered into by Rokstad Power with Premier Truck Holdings Ltd.	\$0.00

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

Assigned Contract	Cure Costs
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
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

Assigned Contract	Cure Costs
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
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
Subscription Agreement, dated as of September 1, 2020, by and between SignUp Software AB and Rokstad Power (2018) Ltd.	\$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
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.	\$835,000
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

Assigned Contract	Cure Costs
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
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

Assigned Contract	Cure Costs
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
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

Payroll Agreements

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

Schedule "C"
Backup AVO

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 BACKUP 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 December 5, 2024 (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**").

APPROVAL OF BACKUP TRANSACTION

3. The sale transaction (the "**Transaction**") contemplated by the Sale Agreement, a copy of which is attached as Appendix "D" to the Second Report of the Receiver, dated December 6, 2024, is hereby approved as a backup transaction to the transactions contemplated by the Order (Stellex Transaction Approval and Vesting) (the "**Stellex AVO**") and Order (Graham Transaction Approval and Vesting) (the "**Graham AVO**") granted by this Court on January 31, 2025, and the Sale Agreement is commercially reasonable. 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**") in the event that the transaction contemplated by the Graham AVO is not consummated.
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; (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”** of the Sale Agreement 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 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.

12. Notwithstanding the foregoing paragraphs 5 – 11 of this Order, a counterparty to any of the Assigned Contracts that had been listed on Schedule “E” to the Graham AVO shall have 5 business days from the date that it is served with this Order to advise the Receiver and Purchaser of its objection, if any, to the assignment of the Debtors’ and Receiver’s rights and obligations under its Assigned Contract to the Purchasers on the terms of this Order, including that the terms of this Order should not apply to such Assigned Contract, and, if such objection is delivered to the Receiver, the Receiver, the Purchasers, or the objecting party may apply to this Court for advice and directions. For greater certainty, if a counterparty to an Assigned Contract does not deliver a written objection to the assignment of its Assigned Contract to the Receiver and the Purchasers within 5 business days of being served with this Order, then paragraphs 5 – 11 of this Order shall apply to such counterparty and its Assigned Contract and the affected counterparty shall be forever barred from disputing such assignment or this 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

BY THE COURT

REGISTRAR

Schedule A

COUNSEL	PARTY REPRESENTED

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 (Stellex Transaction Approval and Vesting) of the Court dated January 31, 2025, 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 “**Stellex Sale Agreement**”), by and between the Receiver, as seller, and 1501841 B.C. Ltd. and STELLEX Power Line OPCO LLC, as buyers (collectively, the “**Stellex Purchasers**”, providing for the vesting in the Stellex Purchasers or their affiliates of all of the rights, title and interest in and to the purchased assets under the Stellex Sale Agreement on the terms and conditions set out in the Stellex Sale Agreement.

- C. Pursuant to an Order (Graham Transaction Approval and Vesting) of the Court dated January 31, 2025, 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 “**Graham Sale Agreement**”), by and between the Receiver, as seller, and GRAHAM MAINTENANCE SERVICES LP and 42 WEST CONSTRUCTORS LTD., as buyers (collectively, the “**Graham Purchasers**”, providing for the vesting in the Graham Purchasers or their affiliates of all of the rights, title and interest in and to the purchased assets under the Graham Sale Agreement on the terms and conditions set out in the Graham Sale Agreement.
- D. Pursuant to an Order (Stellex Backup Transaction Approval and Vesting) of the Court dated January 31, 2025, the Court approved the Purchase and Sale Agreement dated December 5, 2024 (including all exhibits, schedules and ancillary agreements thereto, as they may be amended from time to time, the “**Backup Stellex Sale Agreement**”), by and between the Receiver, as seller, and the Stellex Purchasers, as a backup to the Stellex Sale Agreement and the Graham Sale Agreement, providing for the vesting in the Stellex Purchasers or their affiliates of all of the rights, title and interest in and to the purchased assets under the Backup Stellex Sale Agreement on the terms and conditions set out in the Stellex Sale Agreement in the event that the transaction contemplated by the Graham Sale Agreement does not close.

THE RECEIVER CERTIFIES the following:

1. The Graham Sale Agreement has been terminated in accordance with Article 8 of the Graham Sale Agreement.
2. The Stellex Sale Agreement has been terminated in accordance with Article 8 of the Stellex Sale Agreement.
3. The Stellex Purchasers have paid, and the Receiver has received, the Purchase Price as defined in the Backup Stellex Sale Agreement;
4. The conditions to Closing, as defined in the Backup Stellex Agreement, have been satisfied or waived by the Receiver and the Stellex Purchasers, as applicable; and
5. The Transaction, as defined in the Backup Stellex Agreement, 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 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;
- 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 and 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, 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\$201,300 to pay amounts payable under the KERP, which shall be held in trust by Seller to pay KERP 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 or otherwise in respect of the Business ("**Inventory**");
- d) all Contracts, Leases and Intellectual Property Agreements listed on Schedule B to this Agreement at Closing (collectively, the "**Assigned Contracts**");
- e) 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;

- f) 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;
- g) all furniture, fixtures, equipment, supplies and other tangible personal property, including all information technology assets, of the Companies or otherwise in respect of the Business (the "**Tangible Personal Property**");
- h) all Leased Real Property;
- i) all Permits, including Environmental Permits, to the extent such Permits may be transferred under applicable Law;
- j) 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);
- k) 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 Companies, the 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**");
- l) 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;
- m) all goodwill associated with any Purchased Assets;
- n) all rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets;
- o) 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;
- p) 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;
- q) 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;

- r) all rights under, and proceeds from, any insurance coverage purchased by or on behalf of any of the Companies, including but not limited to rights to and proceeds from coverage of fiduciaries, directors or officers;
- s) all Canadian Benefit Plans (and if Buyers issue an Assumption Notice, all U.S. Benefit Plans) and all assets under and related thereto, which may be assumed by or delivered to Buyers, an Affiliate thereof or the Employee Company, as determined by Buyers on or before Closing;
- t) all rights and defenses under the Union Agreement;
- u) all other assets, properties or rights of every kind or nature of Seller or the Companies or any of their respective Affiliates, wherever located, whether real, personal or mixed, tangible or intangible, other than the Excluded Assets, whether or not used or held for use in the conduct of the Business;
- v) for greater certainty, any proceeds or cash equivalents recoverable or recovered pursuant to any intercompany debts solely by and between any of the Companies; and
- w) 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
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

Assigned Contract	Cure Costs
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
Loan & Security Agreement #191394, dated as of January 4, 2022, by and between Custom Truck Capital and Rokstad Power Inc. (as amended).	\$0.00
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. • 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. 	\$ 403,038.57

Assigned Contract	Cure Costs
<ul style="list-style-type: none">• 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.• 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.	

Assigned Contract	Cure Costs
<ul style="list-style-type: none"> • 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. 	\$657,273.40
<p>The following Equipment Leases and Guaranties with Altec Capital Services, LLC:</p> <ul style="list-style-type: none"> • Equipment Lease (Lease No. 222895), dated as of February 1, 2019, by and between Altec Capital Services, LLC and Rokstad Power Inc. • Equipment Lease (Lease No. 222892), dated as of February 1, 2019, by and between Altec Capital Services, LLC and Rokstad Power Inc. • Equipment Lease, 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. • Equipment Lease, dated as of January 31, 2019, by and between Altec Capital Services, LLC and Rokstad Power Inc. 	\$0.00
<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>	\$0.00

Assigned Contract	Cure Costs
Retail Installment Sale Contract Simple Finance Charge, dated as of July 27, 2020, by and between Rokstad Power Inc. and Dave Smith Motors.	\$0.00
<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
All equipment lease agreements entered into by Rokstad Power with each of First West Leasing Ltd., Element Fleet Management Inc., TD Equipment Finance Canada, Raistone Purchasing LLC-Series XXII, Prince George Truck and Equipment (2000) Ltd., and Boxx Modular LP.	\$0.00
Rental contract with Global Rental for the US operations.	\$0.00
All equipment lease agreements entered into by Rokstad Power with Premier Truck Holdings 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	\$0.00

Assigned Contract	Cure Costs
along the southern portion of the perimeter fence which encircles 4660 Collier Place, Williams Lake.	
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
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
Land Lease Agreement, dated as of May 1, 2023, by and between WJ Real Estate #1 and Rokstad Power.	\$0.00

Assigned Contract	Cure Costs
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
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
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

Assigned Contract	Cure Costs
<p>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.</p> <p>Bell Mobility Corporate Account Agreement, dated as of July 23, 2017, by and between Bell Mobility Inc. and Rokstad Power Corporation.</p>	\$42,000.00
<p>Assumption Agreement, dated as of August 13, 2018, by and between RPC Limited Partnership, Rokstad Power (2018) Ltd., and Bell Mobility Inc.</p>	\$0.00
<p>Service Level Agreement, dated as of October 20, 2016, by and between Totally One Communications Inc. and Rokstad Power.</p>	\$0.00
<p>Verizon Online Terms of Service for Verizon Internet and Value Added Services, with Verizon Online LLC.</p>	\$0.00
<p>Master Service Agreement, undated, by and between Sherweb Inc. and Rokstad Power.</p>	\$0.00
<p>Datto Siris 2: SP5000 Statement of Work, dated as of September 22, 2014, by and between Rokstad Power Corp. and DigiFX Networks Inc.</p>	\$0.00
<p>CCS Candy Cloud Hosted Services Agreement, dated as of June 2, 2019, with Candy Software.</p>	\$0.00
<p>Product Order Form, dated as of January 22, 2022, by and between Rokstad Power and Darktrace.</p>	\$0.00
<p>Darktrace Master Services Agreement, dated as of January 22, 2024, by and between Darktrace Holdings Limited and Rokstad Power.</p>	\$0.00
<p>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.</p>	\$0.00
<p>Enterprise Software Subscription Agreement, undated, by and between Rarestep, Inc., (d/b/a Fleetio) and Rokstad Power.</p>	\$0.00
<p>Samsara License Agreement, dated as of April 12, 2024, by and between Samsara Inc. and Rokstad Power.</p>	\$0.00
<p>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.</p>	\$0.00

Assigned Contract	Cure Costs
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
Subscription Agreement, dated as of September 1, 2020, by and between SignUp Software AB and Rokstad Power (2018) Ltd.	\$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
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

Assigned Contract	Cure Costs
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 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>	\$0.00
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.	\$0.00
Purchase Order (#4500064445), dated as of March 27, 2019, issued by New Gold Inc. to Rokstad Power (2018) Ltd.	\$0.00
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.	\$0.00

Assigned Contract	Cure Costs
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.	\$0.00
Construction Agreement, dated as of August 31, 2022, by and between Vancouver Airport Authority and Rokstad Power Ltd.	\$0.00
Subcontract Agreement, dated as of August 15, 2023, by and between Onni Property Management Services Ltd. and Rokstad Power (2018) Ltd.	\$0.00
Subcontract Agreement, dated as of February 9, 2024, by and between Onni Property Management Services Ltd. and Rokstad Power (2018) Ltd.	\$0.00
<p>All short duration Purchase Orders that relate to the Canadian Business that are active, including but not limited to:</p> <ul style="list-style-type: none"> a. Agreement between Corix Multi-Utility Services Inc. and Rokstad Power (2018) Ltd. b. Agreement between Aspen Planers Ltd. and Rokstad Power (2018) Ltd. c. Agreement between Conwest Developments and Rokstad Power (2018) Ltd. 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. 	\$0.00
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.;	\$0.00

Assigned Contract	Cure Costs
Hawaiian Electric Company, Inc./Maui Electric Company, Limited/Hawai'i Electric Light Company, Inc.	
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.	\$835,000
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

Assigned Contract	Cure Costs
Emergency Restoration Agreement, dated as of September 13, 2013, by and between Puget Sound Energy and Rokstad Power.	\$0.00
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	\$0.00

Assigned Contract	Cure Costs
Contractors Association and Local Union No 1002 Tulsa, Oklahoma of the International Brotherhood of Electrical Workers.	
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

Payroll Agreements

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

Schedule "D"
Bankruptcy Approval Order

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
(BANKRUPTCY AUTHORIZATION)

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 (collectively, 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 Fourth Report of the Receiver dated January 20, 2025 (the “**Fourth Report**”); AND UPON REVIEWING the Order made after Petition Appointment of Receiver of the Honourable Justice Loo, granted November 6, 2024 (the “**Receivership Order**”); THIS COURT ORDERS AND DECLARES 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.

CAPITALIZED TERMS

2. Capitalized terms not otherwise defined in this Order shall have the meanings ascribed to them in the Fourth Report.

BANKRUPTCY AUTHORIZATION

3. The Receiver is hereby authorized and directed to assign such of the Debtors, or any one of them, into bankruptcy pursuant to the provisions of section 49 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended, as is necessary to give effect to the Transactions, including the exclusion of the Excluded Liabilities, or as otherwise deemed by the Receiver to be advisable (the “**Bankruptcy Assignment**”).

4. The Receiver shall not be disqualified from acting as Trustee in Bankruptcy by reason only of its role as Receiver.

MISCELLANEOUS

5. The Receiver, the Petitioners, 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.

6. 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 Mary Buttery, K.C.
Counsel for the Receiver

BY THE COURT

REGISTRAR IN BANKRUPTCY

SCHEDULE "A"

Appearance List

NAME	APPEARING FOR

Schedule "E"
Sealing Order

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

SEALING ORDER

BEFORE } THE HONOURABLE JUSTICE LOO } January 31, 2025

THE APPLICATION of FTI Consulting Canada Inc. as 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 coming on for hearing at Vancouver, British Columbia, on the 31st day of January, 2025; AND ON HEARING 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 unredacted Schedules E, F and G to the Graham APA, unredacted Schedules C-1, C-2, and C-3 to the Stellex APA and unredacted and schedules C-1 and C-2 to the Stalking Horse APA (the “**Confidential Schedules**”);

THIS COURT ORDERS THAT:

1. The following documents be sealed by the Registrar of this Honourable Court for the duration noted:

Description	Dated Filed, if applicable	Number of copies filed, including any extra copies for the Judge	Duration of sealing Order	Sought	Granted	
					Yes	No
1a) Specific documents: Confidential Schedules	To be filed	1	Until further order of the Court on notice to the Receiver	[X]	[X]	[]
1b) Entire court file				[]	[]	[]
3) Other court records stored by the court				[]	[]	[]
4) Reasons for judgment				[]	[]	[]

2. The applicant is filing a redacted copy of the Confidential Schedules.
3. Access to the sealed items is restricted to the following persons:
 - a. [] Parties
 - b. [X] Counsel for a party
 - c. [] Other
4. Endorsement of this Order by counsel appearing on this application other than counsel for the Receiver is hereby dispensed with.

By the Court.

Registrar

Signature of Mary BATTERY, K.C.
Counsel for the Receiver

SCHEDULE "A"

Appearance List

NAME	APPEARING FOR