

Action No. _____
Estate No. B-240477
FILE No. _____

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

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. AND PLOWE POWER SYSTEMS (2018) LTD.

Respondents

ORDER MADE AFTER APPLICATION
(INTERIM RECEIVER APPOINTMENT)

BEFORE THE HONOURABLE)
D. M. MASUTARA) 10 OCTOBER 2024
)
)

ON THE *EX PARTE* APPLICATION of Stellex Power Line Opco LLC and 1501841 B.C. Ltd. (collectively, the “**Applicant**”) for an Order pursuant to Section 47(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), appointing FTI Consulting Canada Inc. as interim receiver (in such capacity, the “**Interim Receiver**”), without security, of the Property (as defined herein) of Rokstad Holdings Corporation, Rokstad Power (2018) Ltd., Golden Ears Painting & Sandblasting (2018) Ltd., Plowe Power Systems (2018) Ltd., Rokstad Power Construction Services Ltd., Rokstad Power Transmission Services Ltd., and Rokstad Power (Prairies) Ltd. (collectively, the “**Debtors**”) owned, acquired for, or used in relation to a business carried on by the Debtors, coming on for hearing this day 10th day of October, 2024 at Vancouver, British Columbia.

AND ON READING the Affidavit #1 of Irina Krasik affirmed on October 10, 2024; AND ON HEARING Peter Bychawski, Counsel for the Applicant, and no one else having been served.

THIS COURT ORDERS AND DECLARES that:

APPOINTMENT

1. Pursuant to section 47(1) of the BIA, FTI Consulting Canada Inc. is appointed Interim Receiver, without security, of all the bank accounts, receipts, and disbursements of the Debtors, wherever situated, including all proceeds (the “**Property**”), until the earliest of (a) the taking of possession by a receiver, within the meaning of subsection 243(2) of the BIA, of the Debtor’s Property over which the Interim Receiver is hereby appointed; (b) the taking of possession by a trustee of the Debtor’s Property over which the Interim Receiver is hereby appointed; and (c) the expiry of 30 days after the day on which the Interim Receiver was appointed or of any period specified by this Court.

INTERIM RECEIVER’S POWERS

2. The Interim Receiver is empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Interim Receiver is expressly empowered and authorized to do any of the following where the Interim Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof;
 - (c) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Interim Receiver’s name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
 - (d) to engage consultants, agents, counsel and such other persons from time to time and on whatever basis to assist with the exercise of the Interim Receiver’s powers and duties;
 - (e) to report to, meet with and discuss with such affected Persons (as defined below) as the Interim Receiver considers appropriate on all matters relating to the Property and the business, and to share information, subject to confidentiality terms as the Interim Receiver considers appropriate;
 - (f) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Interim Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors and their past or present directors, officers, affiliates, agents and shareholders, and without interference from any other Person. The power and authority granted to the Interim Receiver by virtue of this Order shall, if exercised in any case, be paramount to the power and authority of the Debtors or any other Person with respect to such matters.

BANK ACCOUNTS

3. The Interim Receiver is authorized and empowered to operate and control on behalf of the Debtors, all the Debtors' existing accounts (each an "**Account**" and collectively the "**Accounts**") wherever situated, including with Bank of America, Bank of Montreal, TD Canada Trust, and Canadian Western Bank (each institution with an Account a "**Bank**" and collectively the "**Banks**") in such manner as the Interim Receiver deems necessary or appropriate, including, without limitation, to:
- (a) exercise control over the funds credited or deposited to the Accounts;
 - (b) effect any disbursement from the Accounts as may be requested by the Debtors for purposes of meeting the Debtors' ordinary course obligations;
 - (c) give instructions from time to time with respect to the Accounts and the funds credited or deposited thereto, including to transfer the funds credited or deposited to such Accounts to such other account or accounts as the Interim Receiver may direct; and
 - (d) add or remove persons having signing authority with respect to any Account or to direct the closing of any Account,

and the Banks or any Bank shall not be under any obligation whatsoever to inquire into the propriety, validity, or legality of any transfer, payment, collection, or other action taken in accordance with the instructions of the Interim Receiver as to the use or application of funds transferred, paid, collected, or otherwise dealt with in accordance with such instructions, and each Bank shall be authorized to act in accordance with and in reliance upon the instructions of the Interim Receiver without any liability to any Person in respect thereof.

4. The Interim Receiver is hereby authorized, but not required, to open one or more new accounts in its name with any Bank located within the jurisdiction of this Court (the "**Interim Receiver's Accounts**") and receive third party funds into the Interim Receiver's Accounts or transfer into the Interim Receiver's Accounts such funds of the Debtors as the Interim Receiver, in its sole discretion, deems necessary or appropriate to assist with the exercise of the Interim Receiver's powers and duties set out herein, provided that the monies standing to the credit of the Interim Receiver's Accounts from time to time shall be held by the Interim Receiver to be dealt with as permitted by this Order and any other applicable orders made in this proceeding, including to make disbursements and pay any obligations of the Debtors.

CONSERVATION OF ASSETS

5. The Debtors must not until further order of this Court in any way dispose or deal with or diminish the value of any of their assets, whether they are in or outside British Columbia, whether held in the name of the Debtors or not, and whether solely or jointly owned, provided that the Debtors shall be authorized to deal with or dispose of any of their assets in the ordinary and proper course of business with the prior written consent of the Interim

Receiver. The Debtors and their current directors, officers and agents must not, until further order of this Court, exercise their powers as directors, officers or agents of the Debtors, or any rights as direct or indirect shareholders, directors, or officers of the Debtors' Affiliates (as defined herein), to dispose or deal with or diminish the value of any of the assets of the Debtors' Affiliates including funds in any Account or Accounts, whether they are in or outside British Columbia, whether held in the name of the Debtors' Affiliates or not, and whether solely or jointly owned, provided that nothing in this Order shall prohibit the use of the aforementioned powers to deal with or dispose of any of the assets of the Debtors' Affiliates in the ordinary and proper course of their business with the prior written consent of the Interim Receiver.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

6. Each of (i) the Debtors; (ii) the Debtors' affiliates and subsidiaries including Rokstad Power (East), Inc., Rokstad Power Inc., and Rok Air, LLC (collectively, the "**Debtors' Affiliates**"); (iii) all of the Debtors' and Debtors' Affiliates' current and former directors, officers, employees, agents, accountants, legal counsel and direct or indirect shareholders, and all other persons acting on their instructions or behalf; and (iv) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (collectively, "**Persons**" and each a "**Person**") shall forthwith advise the Interim Receiver of the existence of any Property including Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Interim Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Interim Receiver upon the Interim Receiver's request.
7. All Persons, other than governmental authorities, shall forthwith advise the Interim Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors or the Debtors' Affiliates, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "**Records**") in that Person's possession or control. Upon request, governmental authorities shall advise the Interim Receiver of the existence of any Records in that Person's possession or control.
8. Upon request, all Persons shall provide to the Interim Receiver or permit the Interim Receiver to make, retain and take away copies of the Records and grant to the Interim Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 6, 7 or 8 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Interim Receiver due to solicitor client privilege or statutory provisions prohibiting such disclosure.
9. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Interim Receiver for the purpose of allowing the Interim Receiver to recover and fully

copy all of the information contained therein whether by way of printing the information or making copies of computer disks or such other manner of retrieving and copying the information as the Interim Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Interim Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Interim Receiver with all such assistance in gaining immediate access to the information in the Records as the Interim Receiver may require including, without limitation, providing the Interim Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE INTERIM RECEIVER

10. No proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Interim Receiver except with the written consent of the Interim Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE PROPERTY

11. No Proceeding against or in respect of the Property shall be commenced or continued except with the written consent of the Interim Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Property are stayed and suspended pending further Order of this Court; provided, however, that nothing in this Order shall prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph and provided that no further step shall be taken in respect of the Proceeding except for service of the initiating documentation on the Debtors and the Interim Receiver.

NO EXERCISE OF RIGHTS OR REMEDIES

12. All rights and remedies (including, without limitation, set-off rights) against the Interim Receiver, or affecting the Property, are stayed and suspended except with the written consent of the Interim Receiver or leave of this Court, provided however that nothing in this Order shall (i) empower the Interim Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) affect the rights of any regulatory body as set forth in section 69.6(2) of the BIA, (iii) prevent the execution, delivery or filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. This stay and suspension shall not apply in respect of any “eligible financial contract” as defined in the BIA.

NO DEFAULT BY VIRTUE OF APPOINTMENT

13. No default or event of default shall have occurred or be deemed to have occurred under any contract or agreement to which the Debtors or the Debtors’ Affiliates are a party solely by reason of or as a result of (a) this Order or (b) any of the Debtors being a party to these proceedings, each without prior consent of the Interim Receiver or further order of this Court.

LIMITATION ON THE INTERIM RECEIVER'S LIABILITY

14. The Interim Receiver shall incur no liability or obligation because of its appointment or the carrying out the provisions of this Order, save and except:
- (a) any gross negligence or wilful misconduct on its part; or
 - (b) amounts in respect of obligations imposed specifically on receivers by applicable legislation.

Nothing in this Order shall derogate from the protections afforded the Interim Receiver by Section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

15. The Interim Receiver and its legal counsel, if any, are granted a charge (the "**Receiver's Charge**") on the Property as security for the payment of their fees and disbursements, in each case at their standard rates, in respect of these proceedings, whether incurred before or after the making of this Order. The Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
16. The Interim Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Interim Receiver and its legal counsel are referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.
17. Prior to the passing of its accounts, the Interim Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Interim Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

ALLOCATION

18. Any interested party may apply to this Court on notice to any other party likely to be affected for an order allocating the Receiver's Charge amongst the Property.

SERVICE AND NOTICE OF MATERIALS

19. The Interim Receiver and its counsel are authorised to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by facsimile or by email to the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*.

GENERAL

20. The terms of this Order do not affect any person or legal entity outside the jurisdiction of this Court unless and until this Order is declared enforceable or is enforced by a Court in the relevant jurisdiction, except that this Order is enforceable as against a person or other legal entity who or which (a) is a respondent in this proceeding or a director, officer, affiliate, shareholder, or agent of a respondent; or (b) is subject to the jurisdiction of this Court and has been given written notice of this Order.
21. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Debtors, the Applicant, and the Interim Receiver and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.
22. The Interim Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
23. Nothing shall prejudice any rights to have, or prevent, the Interim Receiver from acting as a receiver, receiver-manager, or trustee in bankruptcy of the Debtors or the Debtors' Affiliates.
24. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Interim Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance to the Interim Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Interim Receiver and its agents in carrying out the terms of this Order.
25. The Interim Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and the Interim Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
26. Endorsement of this Order by counsel appearing on this application other than the Applicant is dispensed with.



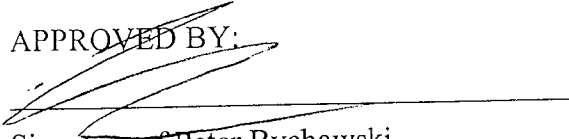
BY THE COURT

ENDORSEMENTS ATTACHED

REGISTRAR IN BANKRUPTCY

THE FOLLOWING PARTIES APPROVE OF THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

APPROVED BY:



Signature of Peter Bychawski
Lawyer for the Applicant

~~BY THE COURT~~

~~DISTRICT REGISTRAR~~

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IN BANKRUPTCY AND INSOLVENCY**

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B.C. LTD.

Petitioners

- and -

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EARS PAINTING &
SANDBLASTING (2018) LTD. AND PLOWE POWER
SYSTEMS (2018) LTD.

Respondents

ORDER

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