

**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 EATS PAINTING & SANDBLASTING (2018) LTD., PLOWE POWER
SYSTEMS (2018) LTD., ROKSTAD POWER (EAST), INC., ROKSTAD POWER
INC. AND ROK AIR, LLC

RESPONDENTS

APPLICATION RESPONSE

Application response of: Altec Capital Services, LLC, Global Rental Canada ULC and
Global Rental Co., Inc. (collectively, the “**Application
Respondents**”)

THIS IS A RESPONSE TO the Notice of Application of the Petitioners, January 21, 2025 (the
“**Notice of Application**”)

The Application Respondent estimates that the application will take 2 hours.

Part 1: ORDERS CONSENTED TO

The Application Respondents consent to the granting of none of the orders set out in Part 1 of the
Notice of Application.

Part 2: ORDERS OPPOSED

The Application Respondents oppose the granting of the orders set out in paragraphs 1(c), 2(c)
and 3 of Part 1 of the Notice of Application.

Part 3: ORDERS ON WHICH NO POSITION IS TAKEN

The Application Respondents take no position on the granting of the orders set out in paragraphs 1(a), 1(b), 1(d), 2(a), 2(b), 2(d), 2(e), 4 and 5 of Part 1 of the Notice of Application.

Part 4: FACTUAL BASIS

1. Capitalized terms used and not otherwise defined herein have the meaning given to them in the Notice of Application.
2. The Application Respondents are parties to certain contracts that are included in the schedules of "Assigned Contracts" to the forms of order sought in the Notice of Application:
 - (a) *Altec Capital Services, LLC* ("**Altec Capital**"):
 - (i) On or about February 1, 2019, Altec Capital and Rokstad Power Inc. ("**Power Inc.**") entered into Equipment Lease No 222892 (the "**Equipment Lease**"). As of January 29, 2025, Power Inc. was current on its payment obligations under this lease.
 - (ii) This is the only active lease between Altec Capital and Power Inc. among those listed in the schedules of "Assigned Contracts to the forms of order sought in the Notice of Application.
 - (b) *Global Rental Canada ULC* ("**Global Rental Canada**"):
 - (i) On or about October 1, 2021 Global Rental Canada and Rokstad Power (2018) Ltd. ("**Power (2018)**") entered into an Equipment Finance Agreement (the "**October 2021 Finance Agreement**"). As of January 29, 2025, Power 2018 was current on its payment obligations under the October 2021 Finance Agreement.
 - (ii) On or about January 1, 2023 Global Rental Canada and Power (2018) entered into an Equipment Finance Agreement (the "**January 2023 Finance Agreement**", and together with the October 2021 Finance Agreement, the "**Finance Agreements**"). As of January 29, 2025, Power 2018 was current on its payment obligations under the January 2023 Finance Agreement.
 - (c) *Global Rental Co., Inc.* ("**Global Rental**"):
 - (i) On or about October 18, 2022, Global Rental and Power 2018 entered into an Equipment Rental Agreement (the "**Master Rental Agreement**"), pursuant to which Global Rental agreed to lease certain equipment to Power (2018).

- (ii) In connection with the Master Rental Agreement, Global Rental and Power (2018) entered into 43 separate rental acknowledgements (the “**Rental Acknowledgements**”, and together with the Master Rental Agreement, the “**Rental Documents**”). Power (2018) surrendered one of the rent units on January 24, 2025, leaving 42 vehicles under rental pursuant to the Rental Documents as of January 29, 2025.
 - (iii) As of January 28, 2025, Power (2018) owed the sum of \$474,689.17, comprising the sum of \$336,487.71 in respect of pre-filing obligations and \$138,201.46 in post-filing liabilities, and additional amounts continue to accrue under the Rental Documents.
3. Additional amounts continue to accrue under the Equipment Lease, the Finance Agreements and the Rental Documents.
 4. The Application Respondents reserve their rights to payment of the amounts currently outstanding and any additional amounts that accrue on or prior to any closing of a transaction approved by the Court in these proceedings.

Part 5: LEGAL BASIS

5. The Application Respondents oppose the granting of orders assigning the rights and obligations of Power Inc. and Power (2018) (as applicable) under the Equipment Lease, the Finance Agreements and the Rental Documents unless all outstanding amounts (both pre- and post-filing) are paid in full on or prior to closing.
6. In *Urbancorp*, 2020 ONSC 7920 at para 35, Chief Justice Morawetz of the Ontario Superior Court of Justice held that, notwithstanding that section 84.1 of the *Bankruptcy and Insolvency Act* (the “**BIA**”) makes no express reference to a receiver, the criteria for the assignment of a contract set out in subsection 84.1(4) of the BIA and section 11.3 of the *Companies’ Creditors Arrangement Act* (the “**CCAA**”) inform the analysis for an assignment of agreements by a receiver.
7. Section 84.1(5) of the BIA and section 11.3(4) of the CCAA both state that the court may not make an order assigning a contract unless the court is satisfied that all monetary defaults in relation to the agreement will be remedied on or before the day fixed by the court.
8. Power Inc. and Power (2018) remain in possession, and enjoy the use, of the units that are the subject of the Equipment Lease, the Finance Agreements and the Rental Documents. Paragraph 11 of the Receivership Order granted in these proceedings on November 6, 2024, the normal prices or charges for such goods are to be paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier and the Receiver, unless otherwise ordered by the Court.

Part 6: MATERIALS TO BE RELIED ON

1. 1st Affidavit of Elizabeth Henderson made January 29, 2025.

2. 1st Affidavit of Caitlyn Ireland made January 29, 2025.
3. 1st Affidavit of Bart Watkins made January 29, 2025.
4. Such further and other materials as counsel may advise and this Court may permit.

The Application Respondent has not filed in this proceeding a document that contains an address for service. The Application Respondents' ADDRESS FOR SERVICE is:

Cassels Brock & Blackwell LLP
Suite 2200, RBC Place
885 West Georgia Street
Vancouver, BC V6C 3E8

Attention: Vicki Tickle

vtickle@cassels.com

Date: January 30, 2025



Signature of Lawyer for application respondents
Vicki Tickle