

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

ROKSTAD HOLDINGS CORPORATION, et al.,¹

Debtors in a Foreign Proceeding.

Chapter 15

Case No. 24-12645 (MFW)

(Jointly Administered)

**FOREIGN REPRESENTATIVE’S MOTION PURSUANT TO SECTIONS
105(a), 363, 365, 1501, 1507, 1520, AND 1521 OF THE BANKRUPTCY CODE AND
BANKRUPTCY RULES 2002, 6004, 6006, AND 9014, FOR ENTRY OF AN ORDER
(I) RECOGNIZING AND ENFORCING THE APPROVAL AND VESTING ORDER
(AND, IN THE ALTERNATIVE, THE BACK-UP APPROVAL AND VESTING ORDER),
(II) APPROVING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS’ ASSETS
FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES, (III) ASSUMING
AND ASSIGNING CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED
LEASES AND (IV) GRANTING RELATED RELIEF**

FTI Consulting Canada Inc. (“FTI”), in its capacity as the court-appointed receiver (in such capacity, the “Receiver”) of the above-captioned debtors (collectively, the “Rokstad Group” or the “Debtors”) and in its capacity as the authorized foreign representative (the “Foreign Representative”) of the Debtors, which are the subject of a receivership proceeding (the “Canadian Receivership”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “BIA”) and section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the “LEA”) pending before the Supreme Court of British Columbia in Bankruptcy and Insolvency (the “Canadian Court”), respectfully submits this motion (this “Motion”) pursuant to sections 105(a) 363, 365, 1501, 1507, 1520, and 1521 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 6004, 6006, and 9014 of the Federal Rules of

¹ The Debtors in these chapter 15 cases (the “Chapter 15 Cases”), along with the last four digits of each Debtor’s unique identifier, are Rokstad Holdings Corporation (7932); Rokstad Power (2018) Ltd. (8273); Golden Ears Painting & Sandblasting (2018) Ltd. (8286); Plowe Power Systems (2018) Ltd. (8882); Rokstad Power (Prairies) Ltd. (9305); Rokstad Power Transmission Services Ltd. (9301); Rokstad Power Construction Services Ltd. (9295); Rokstad Power (East), Inc. (4090); Rokstad Power Inc. (4394); and Rok Air, LLC (6825).

Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), requesting entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Order”): (a) recognizing and giving effect in the United States to the (i) *Order Made After Application (Stellex Transaction Approval and Vesting Order)* (the “Approval and Vesting Order”)² attached to the Order as Exhibit 1, entered by the Canadian Court in the Canadian Receivership; and (ii) approving, under section 363 of the Bankruptcy Code, the sale of the Debtors’ right, title, and interest in and to the Purchased Assets to the Buyers pursuant to the Asset Purchase Agreement (each as defined herein), free and clear of all liens, claims encumbrances, and other interests (other than the Permitted Encumbrances);³ (b) solely to the extent the transaction contemplated by the Approval and Vesting Order and the Asset Purchase Agreement does not close pursuant to the terms thereof, (i) recognizing and giving effect to the *Order Made After Application (Stellex Backup Transaction Approval and Vesting Order)* (the “Back-Up Approval and Vesting Order”)⁴ attached to the Order as Exhibit 2; and (ii) approving, under section 363 of the Bankruptcy Code, the sale of the Debtors’ right, title, and interest in and to the Purchased Assets to the Buyers pursuant to the Stalking Horse APA (as defined herein), free and clear of all liens, claims encumbrances, and other interests (other than the Permitted Encumbrances); (c) approving the assumption and assignment of certain executory contracts and unexpired leases; and (d) granting related relief.

² The proposed Approval Vesting Order, as submitted to the Canadian Court with the Notice of Sale Application (as defined herein), is attached as Exhibit 1 to the Order. The Foreign Representative will supplement this Motion by filing the Approval and Vesting Order as entered by the Canadian Court as promptly as possible after its entry.

³ The Foreign Representative does not seek court approval and recognition of the Lot Bid Agreement (as defined herein) to Graham Maintenance Services LP and 42 West Constructors Ltd. (collectively “Graham”), as Graham does not seek to purchase any of the Debtors’ assets located in the United States through the Lot Bid Agreement.

⁴ The proposed Back-Up Approval and Vesting Order, as submitted to the Canadian Court with the Notice of Sale Application (as defined herein), is attached as Exhibit 3 to the Order. The Foreign Representative will supplement this Motion by filing the Back-Up Approval and Vesting Order as entered by the Canadian Court as promptly as possible after its entry.

In support of this Motion, the Foreign Representative incorporates by reference the statements contained in the *Declaration of Thomas William Powell in Support of the Foreign Representative's Motion Pursuant to Sections 105(a), 363, 365, 1501, 1507, 1520, and 1521 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, 6006, and 9014, for Entry of an Order (I) Recognizing and Enforcing the Approval and Vesting Order (and, in the Alternative, the Back-Up Approval and Vesting Order), (II) Approving the Sale of Substantially All of the Debtors' Assets Free and Clear of Liens, Claims, and Encumbrances, (III) Assuming and Assigning Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* (the "Powell Sale Declaration") filed contemporaneously herewith. The Foreign Representative further represents as follows:

Preliminary Statement

1. On December 6, 2024, the Receiver filed a *Notice of Application* with the Canadian Court, seeking approval of a comprehensive marketing and sale process to be conducted through the Canadian Receivership of all or substantially all of the Debtors' assets. The Notice of SSP Application sought entry of, *inter alia*, an order approving sale solicitation procedures (the "SSP") to solicit interest in, and opportunities for, a sale of all, or substantially all, of the Property and/or Business of the Debtors (each, a "Sale"), and an asset purchase agreement between Stellex Capital Management, LLC and certain of its affiliates (collectively, "Stellex") and the Receiver, dated December 5, 2024 (the "Stalking Horse APA," and the transactions outlined therein, the "Stalking Horse Bid"). The Canadian Court entered the Sale Solicitation Process Order (the "SSP Order")⁵ on December 13, 2024, which included the approval of the Stalking Horse Bid, pursuant

⁵ A true and correct copy of the SSP Order is attached to the Powell Sale Declaration as Exhibit B. A true and correct copy of the Stalking Horse APA is attached to the Order as Exhibit 4.

to which Stellex would purchase substantially all of the Debtors' Canadian and United States assets.

2. Following entry of the SSP Order and the further marketing of the Debtors' assets, the Foreign Representative has entered into two transactions—one essentially for the sale of the Debtors' Canadian assets and one essentially for the sale of the Debtors' United States assets—that together constitute a sale of substantially all of the Debtors' assets. The first transaction is the Lot Bid Agreement (as defined herein), by and among Graham, the Receiver, and Stellex, for the sale of the Debtors' Canadian Companies and the Canadian Business (each as defined in the Lot Bid Agreement). The Lot Bid Agreement does not contemplate the sale of any of the Debtors' assets based in the United States and, accordingly, the Foreign Representative does not seek this Court's approval of such transaction. The second transaction, which is the subject of this Motion, is the Asset Purchase Agreement (as defined herein), by and among the Receiver and 150184 B.C. Ltd. (the "Canada Buyer") and Stellex Power Line Opco LLC (the "United States Buyer") and, together with the Canada Buyer, the "Buyers") for the sale of substantially all of the Debtors' assets, excluding the Canadian Business and Canadian Companies. The Asset Purchase Agreement further provides that should the Asset Purchase Agreement and Lot Bid Agreement not close by the Outside Date (as defined herein), the Buyers may proceed with the transaction contemplated by the Stalking Horse APA.

3. The Receiver has determined, in the exercise of its sound business judgment, that consummation of the Sale and transactions set forth in the Asset Purchase Agreement and Lot Bid Agreement (or, if applicable, the Stalking Horse APA) will maximize the value of the Debtors' assets and is in the best interests of creditors. Accordingly, the Foreign Representative (a) seeks recognition of the Approval and Vesting Order and approval of the Asset Purchase

Agreement; and (b) to the extent that the transactions contemplated by the Approval and Vesting Order and approval of the Asset Purchase Agreement do not close, seeks recognition of the Back-Up Approval and Vesting Order and approval of the Stalking Horse APA as the back-up bid, for the sale of all, or substantially all, of the Debtors' assets.

Jurisdiction and Venue

4. The United States Bankruptcy Court for the District of Delaware (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012 (the "Amended Standing Order"). The Foreign Representative confirms its consent, pursuant to Rule 7008 of the Bankruptcy Rules and Rule 9013-1(f) of the Local Rules, to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

5. Venue is proper pursuant to 28 U.S.C. §1410.

6. The statutory bases for the relief requested herein are sections 105(a), 363, 365, 1501, 1507, 1520, and 1521 of the Bankruptcy Code; Bankruptcy Rules 2002, 6004, 6006, and 9014; and Local Rule 6004-1.

Background

1. The Commencement of the Canadian Receivership

7. On October 10, 2024, Stellex filed its *Notice of Application* (the "Interim Receivership Application") with the Canadian Court under the BIA, seeking to have an interim receiver appointed over the Canadian Debtors' bank accounts, including all receipts therein and disbursements therefrom. The same date, the Canadian Court granted the Interim Receivership

Application and issued the *Order Made After Application (Interim Receiver Appointment)* (the “Interim Receivership Order”) pursuant to section 47 of the BIA. Pursuant to the Interim Receivership Order, FTI was appointed as interim receiver of the Canadian Debtors’ bank accounts until the earlier of the appointment of FTI as permanent receiver or November 8, 2024.

8. On October 25, 2024, Stellex filed its *Notice of Application* (the “Receivership Application”) with the Canadian Court under the BIA and LEA, seeking (i) the addition of the U.S. Debtors as respondents in the Canadian Receivership; and (ii) the appointment of FTI as permanent receiver over all of the assets, undertakings, and property of the Debtors. On October 31, 2024, the Rokstad Group filed a *Response to Application* (the “Receivership Objection”), opposing the relief sought in the Receivership Application. The Canadian Court held a hearing with respect to the Receivership Application on November 4, 2024, thereafter taking the matter under advisement.

9. On November 6, 2024, the Canadian Court issued an order (the “Receivership Order”),⁶ granting the Receivership Application. The Receivership Order provides that the Receiver was appointed as receiver “of all of the assets, undertakings and property of the Debtors, including all proceeds,”⁷ and is empowered and authorized, to the exclusion of all others, to, among other things, to market and negotiate the terms and conditions of the sale of any or all of the Debtors’ property; to sell, convey, transfer, lease, or assign the Debtors’ property out of the ordinary course; and “to apply for any vesting order or other orders necessary to convey the

⁶ A true and correct certified copy of the Receivership Order is attached to the Verified Petition [Docket No. 4] as Exhibit B.

⁷ Receivership Order at ¶ 1.

Property or any part or parts thereof to a purchaser or purchasers, free and clean of any liens or encumbrances.”⁸

2. The Chapter 15 Cases

10. On November 21, 2024, the Foreign Representative filed voluntary petitions for relief under chapter 15 of title 11 of the United States Code (the “Bankruptcy Code”) for each of the Debtors in the United States Bankruptcy Court for the District of Delaware (the “Court”). A description of the Debtors’ business and the events leading up to the commencement of the Canadian Receivership and these Chapter 15 Cases is included in the *Declaration of Foreign Representative Pursuant to 11 U.S.C. § 1515 and Rule 1007(a)(4) of the Federal Rules of Bankruptcy Procedure and in Support of Verified Petition for (I) Recognition of Foreign Main Proceeding, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code* (the “Foreign Representative Declaration”),⁹ fully incorporated herein by reference.

11. On November 21, 2024, the Foreign Representative filed the *Verified Petition for (I) Recognition of Foreign Main Proceeding; (II) Recognition of Foreign Representative; and (III) Related Relief Under Chapter 15 of the Bankruptcy Code* [Docket No. 4] (the “Verified Petition”), seeking, among other things, recognition of the Canadian Receivership as a foreign main proceeding pursuant to section 1517 of the Bankruptcy Code.

12. On November 22, 2024, the Court entered the *Order Granting Provisional Relief Pursuant to Section 1519 of the Bankruptcy Code* [Docket No. 28] (the “Provisional Recognition Order”), giving provisional recognition to the Canadian Receivership and granting full force and

⁸ *Id.* at ¶¶ 2(k)-(m).

⁹ Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Foreign Representative Declaration.

effect to the Receivership Order on a provisional basis. On December 12, 2024, the Court entered the *Order Granting Petition for (I) Recognition of Foreign Main Proceeding; (II) Recognition of Foreign Representative; and (III) Related Relief Under Chapter 15 of the Bankruptcy Code* [Docket No. 37] (the “Recognition Order”).

3. Sale Process and Procedures

13. Prior to the appointment of the Receiver, the Rokstad Group undertook a strategic process (the “Prepetition Sale Process”) with the assistance of Stifel, Nicolaus & Co, Inc. as advisor to the Rokstad Group. The Prepetition Sales Process, which began in late 2022, involved several permutations, initially contemplating the sale of certain divisions of the Rokstad Group to repay the Rokstad Group’s secured lenders. In fall 2023, the Debtors sold one division of the Rokstad Group. In March 2024, pursuant to an *Amended and Restated Forbearance Agreement*, the Rokstad Group agreed with its secured lender that the Prepetition Sale Process would entail marketing the Debtors’ entire business in an effort to secure a sale of all or substantially all of the Rokstad Group’s assets. The Prepetition Sale Process was unsuccessful in accomplishing its goal; however, since the appointment of the Receiver, the Receiver has continued its efforts to sell all or substantially all of the Rokstad Group’s assets.

14. On December 6, 2024, the Receiver filed the *Notice of Application* (the “Notice of SSP Application”) ¹⁰ with the Canadian Court, seeking entry of, *inter alia*, an order approving the SSP and Stalking Horse APA. The SSP was intended to solicit interest in, and opportunities for, a sale of all, or substantially all, of the Property and/or Business of the Debtors (each, a “Sale”). No objections to the entry of an order granting the requested relief was lodged at or before the December 13, 2024 hearing thereon, and the Canadian Court entered the SSP Order.

¹⁰ A true and correct copy of the Notice of SSP Application is attached to the Powell Sale Declaration as Exhibit A.

15. The Stalking Horse APA provides that Stellex will purchase substantially all of the Debtors' assets (as defined in the Stalking Horse APA in greater detail, the "Stalking Horse Purchased Assets") in exchange for (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; and (ii) CAD\$45 million of the Secured Obligations owed Buyers under the CWB Secured Note and/or Crown Secured Note (each as defined in the Stalking Horse APA); plus (b) the amount of Priority Claims (as defined in the Stalking Horse APA); plus (iii) the assumption of the Assumed Liabilities (as defined in the Stalking Horse APA) (collectively, the "Stalking Horse Purchase Price").

16. Following entry of SSP Order, the Receiver continued its comprehensive marketing and sale process in Canada under the supervision of the Canadian Court (the "Sale Process"). In accordance with the SSP 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, including interested parties from the Prepetition Sale Process;
- b) entered into non-disclosure agreements (each, a "NDA") with 7 potential bidders;
- c) arranged for potential bidders who executed as NDA to view information relating to the Debtors and the Property and Business in a virtual data room (the "VDR"), which contained historical and projected financial information and other relevant diligence information, such as operational metrics, personnel information, and material contracts and agreements;
- 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.

17. Pursuant to the SSP Order, the deadline for interested parties to submit a binding Qualified Bid, including a refundable deposit equivalent to 10% of the total consideration in the Qualified Bid, was January 10, 2025. The SSP further provided that the Stalking Horse Bidder shall be deemed to be a Qualified Bidder and that the Stalking Horse APA shall be deemed a Qualified Bid. As of January 10, 2025 the Debtors received one additional bid from Graham, solely with respect to certain of the Debtors' Canadian assets (the "Graham Bid").

18. 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 Graham Bid. Such negotiations concluded in the execution of the Lot Bid Agreement. While the Stalking Horse APA was for the purchase and sale of all, or substantially all, of the Debtors' assets, the Lot Bid Agreement and the Asset Purchase Agreement generally divide the Debtors' assets and businesses along country lines – Graham proposes to acquire substantially all of the Debtors' assets and businesses in Canada, while Stellex proposes to acquire substantially all of the Debtors' assets and business in the United States (and some very limited property owned by the Debtors in Canada).

19. On January 21, 2025, the Receiver filed the *Notice of Application* (the "Notice of Sale Application")¹¹ with the Canadian Court, seeking approval of, *inter alia*, (a) that certain *Asset Purchase Agreement* by and among the Receiver and the Buyers, dated January 20, 2025,

¹¹ A true and correct copy of the Notice of Sale Application is attached to the Powell Sale Declaration as Exhibit C.

(the “Asset Purchase Agreement”);¹² (b) that certain *Asset Purchase Agreement* by and among the Receiver and Graham, dated January 20, 2025, (the “Lot Bid Agreement”);¹³ and (c) to the extent that the Asset Purchase Agreement and Lot Bid Agreement do not close pursuant to the terms thereof, the Stalking Horse APA.¹⁴

20. Pursuant to the Lot Bid Agreement, Graham is purchasing the assets and businesses of the Canadian Companies and the Canadian Business (as further defined in the Lot Bid Agreement as the Purchased Assets) in exchange for approximately CAD\$20,000,000.00 of total consideration, which includes CAD\$18,000,000.00 of cash consideration at closing, and assumption of additional liabilities and assumed contracts and leases (collectively, the “Lot Bid Purchase Price”). By this Motion, the Foreign Representative does not seek approval and/or recognition of the Lot Bid Agreement.

21. Pursuant to the Asset Purchase Agreement, the Buyers are purchasing substantially all of the Debtors’ assets, excluding the assets and businesses of the Canadian Business and Canadian Companies, (as defined in the Asset Purchase Agreement in greater detail, the “Purchased Assets”) in exchange for (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 Lot Bid Agreement; and (ii) CAD\$45 million less any remaining amounts of the cash proceeds payable under the Lot Bid Agreement; plus (b) the amount of Priority Claims; plus (iii) the assumption of the Assumed Liabilities (collectively, the “Purchase Price”). The Foreign Representative

¹² A true and correct copy of the Asset Purchase Agreement is attached to the Order as Exhibit 2.

¹³ A true and correct copy of the Lot Bid Agreement is attached to the Powell Declaration as Exhibit D. The Foreign Representative does not seek court approval and recognition of the Lot Bid Agreement as Graham does not seek to purchase any of the Debtors’ assets located in the United States through the Lot Bid Agreement.

¹⁴ A true and correct copy of the Stalking Horse APA is attached to the Order as Exhibit 4.

estimates that the value of the consideration comprising the Purchase Price under the Asset Purchase Agreement totals approximately CAD\$46,000,000.00.

22. The Asset Purchase Agreement provides that the consummation of the transactions contemplated in the Asset Purchase Agreement (the “Closing”) shall be simultaneous with the consummation of the transactions contemplated by the Lot Bid Agreement, and both shall occur on or before February 17, 2025, or as extended by mutual agreement (the “Outside Date”). If the Closing and consummation of the transactions contemplated by the Lot Bid Agreement occur on or before the Outside Date, the Buyers are permitted to terminate the Stalking Horse APA without liability. If the Closing and consummation of the transactions contemplated by the Lot Bid Agreement do not occur on or before the Outside Date, however, the Buyers are permitted to terminate the Asset Purchase Agreement and the Lot Bid Agreement without liability. The Buyers would also then be able to extend the outside date (as defined in the Stalking Horse APA) of the Stalking Horse APA for up to three weeks.¹⁵

23. Collectively, the Asset Purchase Agreement and the Lot Bid Agreement will result in substantially all of the Debtors’ assets in Canada and the United States being sold, and will also result in: (a) all union employees, and substantially all non-union employees, of the Debtors being offered continued employment; (b) substantially all of the Debtors’ customer, supplier, leasing, equipment, and other contracts being assumed; and (c) cure costs being paid by the applicable purchaser with respect to all assumed contracts in accordance with the applicable approval and vesting order.

¹⁵ See Asset Purchase Agreement, § 3.01.

4. The Asset Purchase Agreement and Local Rule 6004-1 Disclosures

24. The following is a summary of certain material provisions of the Asset Purchase Agreement as required by Local Rule 6004-1.¹⁶ The Foreign Representative believes that the Asset Purchase Agreement is fair and reasonable under the circumstances, is the result of good-faith, arms'-length negotiations, and is in the best interests of the Debtors, their creditors, and other stakeholders.

25. In accordance with Local Rule 6004-1, set forth below are certain provisions in the Asset Purchase Agreement and/or the Order that such rule requires the Foreign Representative to highlight in this Motion:¹⁷

Provision	Description	Location in Order or Asset Purchase Agreement
Sale to Insider	Buyer is not an insider as defined by Bankruptcy Code section 101(31).	N/A
Management Agreements	The Buyers are authorized to offer employment to all Employees listed at Schedule C-1 to the Asset Purchase Agreement.	Asset Purchase Agreement, § 6.02.
Releases	The sale of the Purchased Assets to the Buyers will be free and clear of any lien, pledge, mortgage, deed of trust, security interest, charge, claim, interest, easement, encroachment, or other encumbrance (an " <u>Encumbrance</u> ") other than the permitted encumbrances (as defined in the Asset	Asset Purchase Agreement, § 2.01; Order, ¶¶ 10 and 13.

¹⁶ Any summary of, or reference to, the terms and conditions of the Asset Purchase Agreement and/or the Order herein are qualified in their entirety by the actual terms and conditions of the Asset Purchase Agreement and the Order. To the extent there is any inconsistency between any such summary or reference herein and the actual terms and conditions of the Asset Purchase Agreement and the Order, the actual terms and conditions of the Asset Purchase Agreement and/or the Order shall control.

¹⁷ Pursuant to Local Rule 6004-1(b)(iv), a Sale Motion (as defined in the Local Rules) must highlight certain provisions contained in the proposed form of sale order and/or the underlying sale agreement. The Foreign Representative has highlighted below the relevant provisions of the Asset Purchase Agreement that implicate Local Rule 6004-1(b)(iv) by providing a citation to the relevant sections of the Asset Purchase Agreement and/or the Order. In addition, the Foreign Representative highlights that, pursuant to the proposed Order, it is requesting (i) the Sale to be approved under section 363(f) of the Bankruptcy Code, free and clear of any Encumbrances (as defined in the Order) and (ii) a waiver of Bankruptcy Rule 6004(h).

As relevant to the Purchased Assets located in the United States, the Asset Purchase Agreement and the Stalking Horse APA are substantively identical. Accordingly, the Foreign Representative has not created a separate chart in accordance with Local Rule 6004-1.

Provision	Description	Location in Order or Asset Purchase Agreement
	Purchase Agreement, “ <u>Permitted Encumbrances</u> ”).	
Private Sale / No Competitive Bidding	<p>The sale of the Purchased Assets is the result of a marketing process and a court approved solicitation and sale process conducted by the Debtors in the Canadian Receivership.</p> <p>Through the Motion, the Foreign Representative seeks approval by this Court of the sale approved by the Canadian Court on February 11, 2025.</p>	N/A
Closing and Other Deadlines	Buyers may terminate the Asset Purchase Agreement and Lot Bid Agreement if both are not consummated by February 17, 2025, or as may be extended (the “ <u>Outside Date</u> ”). Buyers may also extend the Outside Date (as defined in the Stalking Horse APA) of the Stalking Horse APA for no more than 3 weeks should the Buyers chose to terminate the Asset Purchase Agreement and Lot Bid Agreement. If the Asset Purchase Agreement and Lot Bid Agreement are consummated by the Outside Date, then the Buyers may terminate the Stalking Horse APA.	Asset Purchase Agreement, § 3.01.
Good Faith Deposit	N/A	N/A
Interim Agreements with Buyer	N/A	N/A
Use of Proceeds	N/A	N/A
Tax Exemption	The Order does not seek to have the Sale declared exempt from taxes under section 1146(a) of the Bankruptcy Code.	N/A
Record Retention	The Buyers shall make transferred Books and Records available to the Receiver’s representatives for any of the Debtors for seven years from the Closing Date.	Asset Purchase Agreement, § 6.03.
Sale of Avoidance Actions	The Buyers will purchase all rights and defenses of the Debtors including avoidance claims and causes of action.	Asset Purchase Agreement, § 2.01(b)(xiv).
Requested Findings as to Successor Liability	The Order provides that Buyers shall not be deemed to be a successor to any of the Debtors.	Order, ¶ 14.

Provision	Description	Location in Order or Asset Purchase Agreement
Sale Free and Clear of Unexpired Leases	N/A	N/A
Credit Bid	The Buyers are permitted to credit bid as part of the Purchase Price.	Asset Purchase Agreement, §§ 2.01(b)(xiv) and 7.03; Order, ¶ 15.
Relief from Bankruptcy Rule 6004(h)	Foreign Representative seeks a waiver of the 14-day stay under Bankruptcy Rule 6004(h).	Order, ¶ 19.

Relief Requested

26. By this Motion, the Foreign Representative respectfully requests entry of an order, substantially in the form attached hereto as **Exhibit A**, pursuant to sections 105(a), 363, 365, 1501, 1507, 1520, 1521, 1525, and 1527 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, and 9014, and Local Rule 6004-1(b): (a) recognizing and giving effect in the United States to the (i) Approval and Vesting Order and (ii) approving, under section 363 of the Bankruptcy Code, the sale of the Debtors' right, title, and interest in and to the Purchased Assets to the Buyers pursuant to the Asset Purchase Agreement, free and clear of all liens, claims encumbrances, and other interests (other than the Permitted Encumbrances); (b) solely to the extent the transaction contemplated by the Approval and Vesting Order and Asset Purchase Agreement does not close pursuant to the terms thereof, (i) recognizing and giving effect in the United States to the Back-Up Approval and Vesting Order and (ii) approving, under section 363 of the Bankruptcy Code, the sale of the Debtors' right, title, and interest in and to the purchased assets (as the term is defined in the Stalking Horse APA) to the Buyers pursuant to the Stalking Horse APA, free and clear of all liens, claims encumbrances, and other interests (other than the Permitted Encumbrances) or, if applicable, the Stalking Horse APA, free and clear of any liens, claims, and

encumbrances; (c) approving, under section 363 of the Bankruptcy Code, the Stalking Horse Bid as the back-up bid; (d) approving under section 365 of the Bankruptcy Code, the assumption and assignment and rejection of certain executory contracts and leases under the Asset Purchase Agreement (or, if applicable, the Stalking Horse APA); and (e) granting certain related relief.

Basis For Relief

I. The Court Should Recognize and Enforce the Approval and Vesting Order and Authorize the Sale of the Purchased Assets Pursuant to Section 363 of the Bankruptcy Code.

27. Once a bankruptcy court grants recognition of a foreign representative and a foreign proceeding as a foreign main proceeding, the petitioner may seek relief under section 1520 of the Bankruptcy Code.¹⁸ Section 1520(a)(2) of the Bankruptcy Code provides, in relevant part, that, “upon recognition of a foreign proceeding that is a foreign main proceeding . . . section[] 363 appl[ies] to a transfer of an interest of the debtor in property that is within the territorial jurisdiction of the United States to the same extent that the section[] would apply to property of an estate.”¹⁹ Moreover, section 1520(a)(3) provides that upon recognition of a foreign main proceeding, “unless the court orders otherwise, the foreign representative may operate the debtor’s business and may exercise the rights and powers of a trustee under and to the extent provided by section[] 363.”²⁰

28. Section 363(b) of the Bankruptcy Code provides that a debtor, “after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the

¹⁸ See 11 U.S.C. § 1520.

¹⁹ 11 U.S.C. § 1520(a)(2).

²⁰ 11 U.S.C. § 1520(a)(3); see also *In re Elpida Memory, Inc.*, No. 12-10947 (CSS), 2012 Bankr. LEXIS 5367, at *18 (Bankr. D. Del. Nov. 16, 2012) (holding that section 363 of the Bankruptcy Code applies to transfers of assets located within the United States outside of the ordinary course of business in connection with cases commenced under chapter 15 of the Bankruptcy Code); *In re Atrimm, S.r.L.*, 335 B.R. 149, 159 (Bankr. C.D. Cal. 2005) (“[U]nder chapter 15, § 363 (governing sale, use or lease of property of the estate) . . . appl[ies] to any transfer of

estate.”²¹ To approve a sale under section 363(b)(1) of the Bankruptcy Code, the Third Circuit requires a debtor to show that the decision to sell the property outside of the ordinary course of business was based on a sound exercise of the debtor’s business judgment and that there is a sound business purpose for the proposed transaction.²² In determining whether a sale is a sound exercise of a debtor’s business judgment, courts in this jurisdiction require that the sale satisfy four requirements: “(1) a sound business purpose exists for the sale; (2) the sale price is fair; (3) the debtor has provided adequate and reasonable notice; and (4) the purchaser has acted in good faith.”²³

29. In applying the sound business purpose test, “a bankruptcy judge must not blindly follow the hue and cry of the most vocal special interest groups; rather, he should consider all salient factors pertaining to the proceeding and, accordingly, act to further the diverse interests of the debtor, creditors and equity holders, alike.”²⁴

30. The business judgment rule shields a debtor’s decision to sell assets other than in the ordinary course of business from judicial second-guessing.²⁵ Accordingly, once a debtor

an interest of the debtor in property within the territorial jurisdiction of the United States to the same extent that the sections would apply to property of a domestic bankruptcy estate.”) (citing 11 U.S.C. § 1520(a)(2)).

²¹ 11 U.S.C. § 363(b)(1).

²² *See, e.g., Myers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996) (stating that “the court would defer to the trustee’s judgment so long as there is a legitimate business justification”); *see also In re Schipper*, 933 F.2d 513, 515 (7th Cir. 1991) (“Under Section 363, the debtor in possession can sell property of the estate . . . if he has an ‘articulated business justification’”); *In re Lionel Corp.*, 722 F.2d 1063, 1070 (2d Cir. 1983) (requiring “some articulated business justification” to approve the use, sale or lease of property outside of the ordinary course of business).

²³ *In re Decora Indus., Inc.*, No. 00-4459, 2002 U.S. Dist. LEXIS 27031, at *7–8 (D. Del. May 20, 2002) (citing *In re Delaware & Hudson Railway Co.*, 124 B.R. 169, 176 (D. Del. 1991)); *In re Diocese of Camden*, 653 B.R. 722, 740 (Bankr. D.N.J. 2023); *In re Exaeris Inc.*, 380 B.R. 741, 744 (Bankr. D. Del. 2008); *In re Titusville Country Club*, 128 B.R. 396, 399 (Bankr. W.D. Pa. 1991).

²⁴ *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del 1999) (quoting *In re Lionel Corp.*, 722 F.2d at 1071).

²⁵ *See, e.g., In re Bridgeport Holdings., Inc.*, 388 B.R. 548, 567 (Bankr. D. Del. 2008) (stating that directors enjoy a presumption of honesty and good faith with respect to negotiating and approving a transaction involving a sale of assets); *Miller v. Am. Capital, Ltd. (In re Newstarcom Holdings, Inc.)*, 514 B.R. 394, 400 (Bankr. D. Del. 2014).

articulates a valid business justification for the transaction, the law vests the debtor’s decision to use the property outside of the ordinary course with a “presumption that in making a business decision the directors of [the] corporation acted on an informed basis, in good faith, and in the honest belief that the action was in the best interests of the company.”²⁶ Accordingly, if a debtor’s actions satisfy the business judgment rule, then the transaction in question should be approved under section 363(b)(1) of the Bankruptcy Code.²⁷ Based on these principles, the Foreign Representative submits that consummating the Asset Purchase Agreement (or, to the extent applicable, the Stalking Horse APA) is a sound exercise of business judgment.

31. *First*, the “sound business reason” factor is similar to the ‘business judgment rule,’ which provides great deference to a debtor’s determination of its own best interests.²⁸ Additionally, a showing of a sound business purpose is determined on the facts and circumstances of each case and need not be unduly exhaustive, but rather, “simply required to justify the proposed disposition with sound business reasons.”²⁹

32. Here, the Receiver has concluded that the Sale will maximize the value of the Debtors’ estates for the benefit of their creditors and other parties in interest. Indeed, such

²⁶ *In re S.N.A. Nut Co.*, 186 B.R. 98, 102 (Bankr. N.D. Ill 1995) (citations omitted); *In re Filene’s Basement, LLC*, No. 11-13511, 2014 Bankr. LEXIS 2000, at *40 (Bankr. D. Del. Apr. 29, 2014) (“If a valid business justification exists, then a strong presumption follows that the agreement at issue was negotiated in good faith and is in the best interests of the estate; the burden of rebutting that presumption falls to parties opposing the transaction.”) (citations omitted); *In re Chamberlain*, 545 B.R. 827, 844 (D. Del. 2016) (same); *In re Integrated Res.*, 147 B.R. 650, 656 (S.D.N.Y. 1992) (explaining that the business judgment rule applies to a debtor’s decisions in bankruptcy and that thus “[c]ourts are loath to interfere with corporate decisions absent a showing of bad faith, self-interest, or gross negligence”); *In re Johns-Manville Corp.*, 60 B.R. 612, 615–16 (S.D.N.Y. 1986) (explaining that “a presumption of reasonableness attaches to a debtor’s management decisions” and courts generally will not entertain objections to the debtor’s conduct after a reasonable basis is set forth).

²⁷ *See In re Culp*, 550 B.R. at 697 (“If the bankruptcy trustee’s decision evidences a sound business purpose, then the Bankruptcy Court should approve the sale.”); *see also In re Schipper*, 933 F.2d at 515 (same); *see also In re Chamberlain*, 545 B.R. at 844 (“Where the trustee articulates a reasonable basis for the business decision, courts will generally not entertain objections.”).

²⁸ *In re W.A. Mallory Co., Inc.*, 214 B.R. 834, 836 (Bankr. E.D. Va. 1997).

²⁹ *In re Baldwin United Corp.*, 43 B.R. 888, 906 (Bankr. S.D. Ohio 1984); *see also In re Lionel Corp.*, 722 F.2d at 1071 (2d Cir. 1983).

conclusion was reached after a post-petition marketing process (which was preceded by the Debtors' own lengthy prepetition marketing process) whereby the Receiver, in conjunction with its advisors, engaged with numerous interested parties but ultimately did not receive any actionable proposals, other than from Stellex, for the purchase of the Debtors' United States assets. Importantly, the Sale (whether pursuant to the Asset Purchase Agreement or Stalking Horse APA): (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 to the greatest extent possible; and (c) preserves the employment of all or substantially all of the Debtors' employees. Accordingly, the Foreign Representative contends that it has presented a sound business reason justifying the sale of the Purchased Assets to the Buyer pursuant to the Asset Purchase Agreement (or, to the extent applicable, the Stalking Horse APA).

33. *Second*, the Asset Purchase Agreement is the result of an extensive marketing process and the product of arm's-length, good-faith negotiations between the parties thereto. As such, the Buyer is a "good faith" purchaser within the meaning of section 363(m) of the Bankruptcy Code. Moreover, because the Canadian Court-approved Sale Process was crafted to ensure that the Purchased Assets are sold for the maximum potential price, the Foreign Representative submits that the Sale has been proposed in good faith.

34. *Third*, the Foreign Representative intends to serve this Motion and, to the extent different than the proposed Approval and Vesting Order and proposed Back-Up Approval and Vesting Order attached to the Order, the as-entered Approval and Vesting Order and Back-Up Approval and Vesting Order entered by the Canadian Court, upon the Core Notice Parties in accordance with the *Order Scheduling Recognition Hearing and Specifying Form and Manner of*

Service of Notice [Docket No. 29] (the “Scheduling Order”). The Foreign Representative also intends to serve this Motion on all counterparties to the Debtors’ executory contracts and unexpired leases who are (i) located in the United States and/or (ii) doing business with a United States Debtor. The Foreign Representative also intends to serve a notice of sale recognition hearing before this Court (the “Sale Recognition Hearing Notice”), substantially in the form attached hereto as **Exhibit B**, upon the Master Service List (as defined in the Scheduling Order), which encompasses all of the Debtors’ known and potential creditors in the United States and other parties in interest. The Foreign Representative will serve this Motion, the Approval and Vesting Order entered by the Canadian Court, as applicable, the Back-Up Approval and Vesting Order entered by the Canadian Court, as applicable, and the Sale Recognition Hearing Notice by electronic mail to the extent email addresses are available and otherwise by overnight United States mail, as applicable, within three (3) business days following the filing of the Motion, entry of the Approval and Vesting Order, or entry of the Back-Up Approval and Vesting Order, or as soon thereafter as is reasonably practicable.

35. The Sale Recognition Hearing Notice will (a) notify parties on the Master Service List of the filing of the Motion, (b) set forth the time for filing objections thereto, including any objections to the assumption and assignment, or rejection, of any executory contracts and unexpired leases, (c) the date, time, and place to attend a hearing on this Motion, and (d) notify parties on the Master Service List that copies of this Motion are available and may be examined free of charge at <http://cases.stretto.com/Rokstad>. As such, this Motion and the Sale Recognition Hearing Notice will provide “notice that is reasonably calculated, under the circumstances, to apprise an interested party of the pendency of an action.”³⁰ This notice comes in addition to the

³⁰ *In re Snug Enter., Inc.*, 169 B.R. 31, 33 (Bankr. E.D. Va. 1994) (citing *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314–15 (1950)).

notices provided in the Canadian Receivership. Accordingly, the Foreign Representative submits that notice of the Sale and the hearing on approval thereof is sufficient and appropriate.

36. *Fourth*, the Purchase Price is fair, reasonable, the result of an extensive marketing process and negotiations, and is the highest and best offer received to date. Additionally, the fairness and reasonableness of the consideration to be received by the Debtors from the Buyers, or any other potentially successful purchaser for that matter, will have been validated by a “market test” and a robust court-approved sale process—the most reliable means for establishing whether a purchase price is fair and reasonable.

37. In sum, the business justifications for the Sale include, but are not limited to, the following: (a) the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA) constitutes the highest and best offer received for the Purchased Assets; (b) the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA) presents the best opportunity to maximize the value of the Purchased Assets on a going concern basis and avoid decline and devaluation of the Purchased Assets; (c) unless the sale of the Purchased Assets and all of the other transactions contemplated by the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA) and related agreements are concluded expeditiously, as provided for pursuant to the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA) recoveries to creditors may be diminished; and (d) the value received for the Purchased Assets will be maximized through the sale pursuant to the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA) and related agreements. The consideration provided by the Buyer for the Purchased Assets under the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA) constitutes fair consideration and reasonably equivalent value for the Purchased Assets.

38. Thus, for all of the foregoing reasons, the Receiver has determined that the sale of the Purchased Assets pursuant to the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA) is in the best interests of the Debtors, their creditors, and other parties in interest, thereby satisfying the sound business purpose test and section 1520 of the Bankruptcy Code.

39. Sections 1525 and 1527 of the Bankruptcy Code contemplate cooperation “to the maximum extent possible with the foreign court or a foreign representative,” which includes, “coordination of the administration and supervision of the debtor’s assets and affairs” and “approval or implementation of agreements concerning the coordination of proceedings.”³¹

40. Courts in this district routinely grant relief similar to that requested in this Motion. *See, e.g., In re Nexii Building Solutions Inc. et al.*, No. 24-10026 (JKS) (Bankr. D. Del. July 18, 2024) (recognizing and enforcing a sale order entered by Canadian court and separately authorizing and approving the sale free and clear of any and all liens, claims, encumbrances and other interests under section 363 of the Bankruptcy Code and approving the assignment of assumed contracts); *In re CDS U.S. Holdings, Inc.*, No. 20-11719 (CSS) (Bankr. D. Del. October 29, 2020) (same); *In re Thane Int’l, Inc.*, No. 15-12186 (KG) (Bankr. D. Del. Dec. 1, 2015) (same); *Xchange Tech. Group LLC*, No. 13-12809 (KG) (Bankr. D. Del. Nov. 25, 2013) (same); *Arctic Glacier Int’l Inc.*, No. 12-10605 (KG) (Bankr. D. Del. July 17, 2012) (same); *In re EarthRenew IP Holdings LLC*, No. 10-13363 (CSS) (Bankr. D. Del. Feb. 18, 2011) (recognizing and enforcing sale order entered by Canadian court and separately authorizing and approving the sale free and clear of any and all liens, claims, encumbrances and other interests under section 363 of the Bankruptcy Code); *In re Grant Forest Prods.*, No. 10-11132 (PJW) (Bankr. D. Del.

³¹ 11 U.S.C. §§ 1525, 1527.

April 26, 2010) (same); *In re Destinator Techs. Inc.*, No. 08-11003 (CSS) (Bankr. D. Del. July 8, 2008) (same).

41. Accordingly, the Foreign Representative respectfully requests that this Court recognize and give effect to the Approval and Vesting Order and approve the sale of the Purchased Assets.

II. The Court Should Authorize and Approve the Sale of the Purchased Assets Free and Clear of Interests and Successor Liability Pursuant to Section 363(f) of the Bankruptcy Code.

42. Under section 363(f) of the Bankruptcy Code, a trustee or a debtor in possession may sell all or any part of a debtor's property free and clear of any and all liens, claims, encumbrances, and other interests in such property if: (a) such a sale is permitted under applicable non-bankruptcy law; (b) the party asserting such a lien, claim or interest consents to such sale; (c) the interest is a lien and the purchase price for the property is greater than the aggregate amount of all liens on the property; (d) the interest is the subject of a bona fide dispute; or (e) the party asserting the lien, claim or interest could be compelled, in a legal or equitable proceeding, to accept a money satisfaction for such interest.³² In addition, a court may authorize the sale of a debtor's assets free and clear of any liens, claims or encumbrances under section 105 of the Bankruptcy Code.³³

³² See 11 U.S.C. § 363(f); *In re P.K.R. Convalescent Ctrs., Inc.*, 189 B.R. 90, 93–94 (Bankr. E.D. Va. 1995) (“[Section] 363 covers more situations than just sales involving liens. . . . Section 363(f) addresses sales free and clear of any interest”); *In re Elliot*, 94 B.R. 343, 345 (E.D. Pa. 1988) (noting that section 363(f) of the Bankruptcy Code is written in the disjunctive; therefore, a court may approve a sale “free and clear” provided at least one of the subsections is met).

³³ See *In re White Motor Credit Corp.*, 75 B.R. 944, 948 (Bankr. N.D. Ohio 1987) (“Authority to conduct such sales [free and clear of liens] is within the court's equitable powers when necessary to carry out the provisions of Title 11.”).

43. Section 363(f) is drafted in the disjunctive. Thus, satisfaction of any of the requirements enumerated therein will suffice to warrant the sale of the Purchased Assets free and clear of any and all liens, claims, encumbrances, and other interests.³⁴

44. With respect to any creditors that may assert liens, claims, encumbrances, or other interests on the Purchased Assets, the Foreign Representative submits that at least one of the subsections of 363(f) of the Bankruptcy Code applies to such creditors and, in most cases, more than one of such subsection is satisfied. Stellex, the Debtors' senior secured creditor, is the Buyer under the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA), and thus consents to sale of the Purchased Assets free and clear of all interests. Furthermore, those holders of such liens, claims, encumbrances, or other interests who did not object, or who withdrew their objections, to the Motion and the sale of the Purchased Assets should be deemed, subject to the terms of the Order, the Approval and Vesting Order, and the Back-Up Approval and Vesting Order, to have consented to such Sale free and clear pursuant to section 363(f)(2) of the Bankruptcy Code. Accordingly, the Foreign Representative submits that the sale of the Purchased Assets free and clear of all interests, other than as provided in the Order, the Approval and Vesting Order, and the Back-Up Approval and Vesting Order, satisfies the statutory prerequisites of section 363(f) of the Bankruptcy Code.

45. Additionally, a sale to the Buyers free and clear of all liens, claims, encumbrances, and other interests (other than Permitted Encumbrances) is consistent with the best interest of the Debtors and their creditors. A sale of the Purchased Assets other than one free and clear of all liens, claims, encumbrances, and other interests (other than Permitted Encumbrances), would yield substantially less value for the Debtors and their creditors than the sale of the

³⁴ See *In re Kellstrom Indus.*, 282 B.R. 787, 793 (Bankr. D. Del. 2002) (“[I]f any of the five conditions are met, the debtor has the authority to conduct the sale free and clear of all liens.”).

Purchased Assets as contemplated under the Asset Purchase Agreement (or, to the extent applicable, the Stalking Horse APA). Therefore, a sale free and clear of all interests is in the best interests of the Debtors, their creditors, and other parties in interest, is consistent with the sale to be approved by the Approval and Vesting Order, and should be approved.

46. Finally, it is well established that a bankruptcy court has the power under section 363(f) of the Bankruptcy Code to approve the sale of a debtor's assets free and clear of successor liability claims against the debtor.³⁵ The Foreign Representative respectfully requests that this Court authorize the sale of the Purchased Assets to the Buyer free and clear of claims based upon successor liability. In this way, the Buyers will obtain increased certainty concerning any claims associated with the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA) in the United States as it will be assured that it will not be considered a successor. The Foreign Representative submits that the relief requested herein is an appropriate exercise of this Court's authority under chapter 15 of the Bankruptcy Code and does not conflict with the Approval and Vesting Order or the Back-Up Approval and Vesting Order.

III. The Court Should Afford the Buyer All Protections Under Sections 363(m) and (n) of the Bankruptcy Code as a Good Faith Purchaser.

47. The Foreign Representative also requests that the Buyer receive the protections set forth in sections 363(m) and (n) of the Bankruptcy Code. Specifically, section 363(m) of the Bankruptcy Code provides:

The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or

³⁵ *In re TWA*, 322 F.3d 283, 288–90 (3d Cir. 2003) (holding that successor liability claims are “interests in property” within the meaning of section 363(f) of the Bankruptcy Code); *United Mine Workers of Am. Benefit Plan v. Leckie Smokeless Coal Co. (In re Leckie Smokeless Coal Co.)*, 99 F.3d 573 (4th Cir. 1996) (same).

not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.³⁶

While the Bankruptcy Code does not define “good faith,” courts have stated that “the phrase encompasses one who purchases in ‘good faith’ and for ‘value.’”³⁷ Courts have held that to demonstrate a lack of good faith, a party would have to show “fraud or collusion between the purchaser and [seller] or an attempt to take grossly unfair advantage [of other potential purchasers.]”³⁸

48. As described in the Powell Sale Declaration, the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA) was negotiated without fraud or collusion, in good faith, and from an arm’s-length bargaining position. The Asset Purchase Agreement is the result of an extensive marketing process undertaken by the Receiver and the product of arm’s-length, good-faith negotiations between the parties thereto, with each party represented by independent counsel and advisors. The Receiver also did not enter into the Asset Purchase Agreement (or the Stalking Horse APA) for the purpose of hindering, delaying, or defrauding present or future creditors of the Debtors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia. To the Foreign Representative’s knowledge, no party has engaged in any conduct that would cause or permit the Asset Purchase Agreement (or, to the extent applicable, the Stalking Horse APA) to be set aside under section 363(n) of the Bankruptcy Code.

³⁶ 11 U.S.C. § 363(m).

³⁷ *In re Abbots Dairies*, 788 F.2d. 143, 147 (3d Cir. 1986).

³⁸ *Id.*

49. Accordingly, the Foreign Representative seeks a finding that the Buyers are good faith purchasers under section 363(m) of the Bankruptcy Code and have not violated section 363(n) of the Bankruptcy Code.

IV. The Court Should (A) Recognize the Canadian Court’s Authorization to Assign the Assigned Contracts to the Buyer; and (B) Order the Rejection of the Non-Assigned Contracts.

50. The Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA) provides for, and specifically requires as a condition precedent to the Sale, the assignment of the Debtors’ rights, benefits, and interests in, to and under certain agreements (the “Assigned Contracts”). Each of the Asset Purchase Agreement, the Lot Bid Agreement, 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.³⁹

51. Under the Asset Purchase Agreement and the Stalking Horse APA, the Receiver and the Buyers must make commercially reasonable efforts to obtain all necessary third party consents to the assumption and assignment of the Assigned Contracts. As of the date of the filing of this Motion, 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, which the Receiver anticipates will continue through the date of the hearing of the Notice of Sale Application before the Canadian Court on January 31, 2025.⁴⁰ However, any contract counterparties to any Assigned Contract retain the right to be heard before the Canadian

³⁹ See Notice of Sale Application at ¶ 51.

⁴⁰ *Id.* at ¶ 52.

Court in connection with the entry of the approval and vesting orders. Further, in connection with the Canadian proceedings, counterparties to executory contracts were served with notice of the potential assumption of their contracts together with notice of and an opportunity to object to the cure amounts, if any, reflected on the Debtors' books and records (the "Contract Cure Amounts").

52. Upon the closing of the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA), the Foreign Representative will file a notice containing the final list of Assigned Contracts (the "Final Notice of Assigned Contracts"). To reduce any go-forward expenses, all executory contracts and unexpired leases not listed on the Final Notice of Assigned Contracts (the "Non-Assigned Contracts") will be rejected as of the Closing Date pursuant to section 365 of the Bankruptcy Code.⁴¹

53. Furthermore, the proposed Approval and Vesting Order and proposed Back-Up Approval and Vesting Order expressly provide that the rights and obligations of the Debtors under the Assigned Contracts are assigned to the Buyers, notwithstanding any anti-assignment provision contained therein.⁴² As set forth in further detail *supra*, it is an appropriate exercise of business judgment for the Debtors to assign the Assigned Contracts under the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA).

54. Additionally, the Foreign Representative submits that the notice and protections for counterparties set forth in the Canadian orders entered to date and implemented in the Canadian Receivership, including service of the Approval and Vesting Order and the Back-Up Approval and Vesting Order on the service list maintained by the Receiver (which includes all counterparties to potentially Assigned Contracts, who therefore were provided with actual notice

⁴¹ To the extent that the rejection of a Non-Assigned Contract gives rise to a claim for damages, such claim will be addressed and adjudicated in the Canadian Receivership.

⁴² See Approval and Vesting Order at 7; Back-Up Approval and Vesting Order at 7.

of the list of potential Assigned Contracts and proposed Contract Cure Amounts in connection with the Canadian Receivership), are adequate to protect the rights of counterparties to the contracts or leases from and after the date of assignment and are consistent with the relief typically afforded to debtors and purchasers under sections 363 and 365 of the Bankruptcy Code.

55. Moreover, the Buyers have indicated that they are able and will agree to assume and perform the Debtors' obligations under the contracts and leases to be assumed pursuant to the forthcoming Final Notice of Assigned Contracts. As such, the Foreign Representative respectfully submits that recognition and enforcement in the United States of the Approval and Vesting Order and Back-Up Approval and Vesting Order, specifically with regard to the assignment of the Assigned Contracts under the Asset Purchase Agreement to the Buyer does not present any public policy conflict or any issue concerning protection of the interests of the parties to the Assigned Contracts that would prevent this Court from entering the Order. Courts in this jurisdiction routinely grant relief similar to that requested in this Motion with respect to the Assigned Contracts. *See, e.g., In re Nexii Building Solutions Inc. et al.*, No. 24-10026 (JKS) (Bankr. D. Del. July 18, 2024); *In re CDS U.S. Holdings, Inc.*, No. 20-11719 (CSS) (Bankr. D. Del. October 29, 2020).

Waiver of Bankruptcy Rules 6004(h) and 6006(d)

56. Bankruptcy Rule 6004(h) provides that “[u]nless the court orders otherwise, an order authorizing the use, sale, or lease of property . . . is stayed for 14 days after the order is entered.”⁴³ Similarly, Bankruptcy Rule 6006(d) provides that “[u]nless the court orders otherwise, an order authorizing the trustee to assign an executory contract or unexpired lease

⁴³ Fed. R. Bankr. P. 6004(h).

under § 365(f) is stayed for 14 days after the order is entered.”⁴⁴ The Foreign Representative requests that the Proposed Order, once entered, be effective immediately by providing that, to the extent applicable, the 14-day stay under Bankruptcy Rules 6004(h) and 6006(d) is waived.

57. The purpose of Bankruptcy Rule 6004(h) is to provide sufficient time for an objecting party to appeal before an order can be implemented.⁴⁵ Although Bankruptcy Rule 6004(h) and the Advisory Committee Notes are silent as to when a court should “order otherwise” and eliminate or reduce the 14 day stay period, commentators have suggested that the 14 day stay period should be eliminated to allow a sale or other transaction to close immediately “where there has been no objection to the procedure.”⁴⁶ Moreover, it has been suggested that if an objection is filed and overruled, and the objecting party informs the court of its intent to appeal, the stay may be reduced to the amount of time actually necessary to file such appeal.⁴⁷

58. Time is of the essence with respect to entry of a final Order. Accordingly, the Foreign Representative hereby requests that the Court waive the fourteen-day stay period under Bankruptcy Rules 6004(h) and 6006(d).

Notice

59. The Foreign Representative will serve this Motion, and the Sale Recognition Hearing Notice on the parties set forth *supra* by electronic mail to the extent email addresses are available and otherwise by overnight United States mail, as applicable, within three (3) business days following the filing of the Motion, or as soon thereafter as is reasonably practicable.

⁴⁴ Fed R. Bankr. P. 6006(d).

⁴⁵ See Advisory Committee Notes to Fed. R. Bankr. P. 6004(h).

⁴⁶ Collier on Bankruptcy, ¶ 6004.11 (Richard Levin & Henry J. Sommer eds., 16th ed.).

⁴⁷ *Id.*

No Prior Request

60. No prior request for the relief sought herein has been made to this or any other Court.

WHEREFORE the Foreign Representative respectfully requests the Court enter the Order, in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief as it deems just and proper.

Dated: January 21, 2025

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Steven W. Golden

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EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

ROKSTAD HOLDINGS CORPORATION, et al.,¹

Debtors in a Foreign Proceeding.

Chapter 15

Case No. 24-12645 (MFW)

(Jointly Administered)

ORDER GRANTING MOTION OF FOREIGN REPRESENTATIVE, PURSUANT TO SECTIONS 105(A), 363, 365, 1501, 1507, 1520, AND 1521 OF THE BANKRUPTCY CODE, AND BANKRUPTCY RULES 2002, 6004, 6006, AND 9014, FOR ENTRY OF AN ORDER (I) RECOGNIZING AND ENFORCING THE APPROVAL AND VESTING ORDER (AND, IN THE ALTERNATIVE, THE BACK-UP APPROVAL AND VESTING ORDER), (II) APPROVING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES, (III) ASSUMING AND ASSIGNING CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (IV) GRANTING RELATED RELIEF

Upon the motion (the "Motion")² of FTI Consulting Canada Inc. ("FTI"), in its capacity as the court-appointed receiver (in such capacity, the "Receiver") of the above-captioned debtors (collectively, the "Rokstad Group" or the "Debtors"), and as the authorized foreign representative (the "Foreign Representative") of the Debtors, requesting entry of an order (this "Order") pursuant to sections 105(a) 363, 365, 1501, 1507, 1520, and 1521 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), (a) recognizing and giving effect in the United States to (i) the Approval and Vesting Order, attached hereto as Exhibit 1, and (ii) approving, under section 363

¹ The Debtors in these chapter 15 cases (the "Chapter 15 Cases"), along with the last four digits of each Debtor's unique identifier, are Rokstad Holdings Corporation (7932); Rokstad Power (2018) Ltd. (8273); Golden Ears Painting & Sandblasting (2018) Ltd. (8286); Plowe Power Systems (2018) Ltd. (8882); Rokstad Power (Prairies) Ltd. (9305); Rokstad Power Transmission Services Ltd. (9301); Rokstad Power Construction Services Ltd. (9295); Rokstad Power (East), Inc. (4090); Rokstad Power Inc. (4394); and Rok Air, LLC (6825).

² Capitalized terms used and not defined herein shall have the meaning ascribed to such terms in the Motion.

and 365 of the Bankruptcy Code, the sale of the Debtors' right, title, and interest in and to the Purchased Assets to the applicable Buyer³, free and clear of all liens, claims, encumbrances, and other interests (other than the Permitted Encumbrances) pursuant to the Asset Purchase Agreement, attached hereto as **Exhibit 2**; (b) solely to the extent the transaction contemplated by the Approval and Vesting Order and the Asset Purchase Agreement does not close pursuant to the terms thereof, (i) recognizing and giving effect in the United States to (i) the Back-Up Approval and Vesting Order, attached hereto as **Exhibit 3**, and (ii) approving, under section 363 and 365 of the Bankruptcy Code, the sale of the Debtors' right, title, and interest in and to the Purchased Assets to the applicable Buyer, free and clear of all liens, claims, encumbrances, and other interests (other than the Permitted Encumbrances) pursuant to the Stalking Horse APA, attached hereto as **Exhibit 4**; (c) approving the assumption and assignment or rejection of certain executory contracts and unexpired leases; and (d) granting related relief; and upon the Powell Sale Declaration; and the Court having jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested being a core proceeding pursuant to 28 U.S.C. § 157(b); and due and proper notice of the Motion has been provided to all parties in interest and no other or further notice need be provided; and a hearing (the "Hearing") having been held to consider the relief requested in the Motion; and upon the record of the Hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is consistent with the purpose of chapter 15 of the Bankruptcy Code and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and

³ The term "Buyer" shall mean 1501841 B.C. Ltd., Stellex Power Line Opco LLC and each of their assignee, successor or designee, including but not limited to the Employee Company (as such term is defined under the Asset Purchase Agreement).

after due deliberation and sufficient cause appearing therefore, IT IS HEREBY FOUND AND DETERMINED THAT:⁴

A. On December 12, 2024, this Court entered the Recognition Order [Docket No. 37] and has found that the Debtors have satisfied the requirements of, among others, sections 101(23) and (24), 1502(4), 1504, 1509, 1515, 1517, 1520, 1521, and 1522 of the Bankruptcy Code. All such findings by this Court are hereby incorporated by reference herein and such Recognition Order shall continue in effect in all respects.

B. On January 31, 2025, the Canadian Court entered the Approval and Vesting Order approving the transactions contemplated by the Asset Purchase Agreement⁵ and authorizing the Receiver to take all such actions necessary and proper to effectuate the Sale.

C. This Court has jurisdiction and authority to hear and determine the Motion pursuant to 28 U.S.C. §§ 1334 and 157(b). Venue of these Chapter 15 Cases and the Motion in this Court and this District is proper under 28 U.S.C. § 1410.

D. Based on the affidavits of service filed with, and the representations made to, this Court: (i) notice of the Motion, the Hearing, the Approval and Vesting Order, and the Back-Up Approval and Vesting Order was proper, timely, adequate, and sufficient under the circumstances of these Chapter 15 Cases and these proceedings to all parties in interest and complied with the various applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules; and (ii) no other or further notice of the Motion, the Hearing, the Approval and Vesting

⁴ The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

⁵ The term "Asset Purchase Agreement" shall mean the Asset Purchase Agreement dated January 20, 2025 (including all schedules, exhibits, ancillary and/or auxiliary documents related thereto).

Order, the Back-Up Approval and Vesting Order, or the entry of this Order is necessary or shall be required.

E. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a).

F. The Purchased Assets within the territorial jurisdiction of the United States constitute property of the Debtors and are subject to section 363 of the Bankruptcy Code pursuant to section 1520(a) of the Bankruptcy Code.

G. The relief granted herein is necessary and appropriate, is in the interest of the public, promotes international comity, is consistent with the public policies of the United States, is warranted pursuant to sections 105(a), 363(b), (f), (m), and (n), 365, 1501, 1507, 1520, and 1521 of the Bankruptcy Code, and will not cause any hardship to any parties in interest that is not outweighed by the benefits of the relief granted.

H. Based on information contained in the Motion, the Powell Sale Declaration, and the record made at the Hearing (if any), the Receiver and its advisors conducted a marketing and sale process to solicit interest in the Purchased Assets and such process was non-collusive, duly noticed, and provided a reasonable opportunity to make an offer to purchase the Purchased Assets. The Foreign Representative has recommended the sale of the Purchased Assets in accordance with the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA), and it is appropriate that the Purchased Assets be sold, transferred, assigned, and vested in the applicable Buyer on the terms and subject to the conditions set forth in the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA).

I. Based on information contained in the Motion, the Powell Sale Declaration, and the record made at the Hearing (if any), the relief granted herein relates to assets and interests that, under the laws of the United States, should be administered in the Canadian Receivership.

J. The Debtors' entry into and performance under the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA) and related agreements (i) constitute a sound and reasonable exercise of the Foreign Representative's business judgment, (ii) provide value and are beneficial to the Debtors, and are in the best interests of the Debtors and their stakeholders, and (iii) are reasonable and appropriate under the circumstances. Business justifications for the sale of the Purchased Assets include, but are not limited to, the following: (a) the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA) constitutes the highest and otherwise best offer received for the Purchased Assets; (b) the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA) presents the best opportunity to maximize the value of the Purchased Assets on a going concern basis and avoid devaluation of the Purchased Assets; (c) unless the sale of the Purchased Assets pursuant to the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA) and all of the other transactions contemplated by the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA) and related agreements are concluded expeditiously, as provided for in the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA), recoveries to the Debtors' creditors may be diminished; and (d) the value received for the Purchased Assets will be maximized through the transactions under the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA) and related agreements. The consideration provided by each Buyer for the Purchased Assets under the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA) constitutes fair consideration and reasonably equivalent value for the

Purchased Assets under the Bankruptcy Code, the Uniform Voidable Transactions Act, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and other laws of the United States, any state, territory, possession thereof, or the District of Columbia.

K. Each Buyer is not, and shall not be deemed to be, a mere continuation, and is not holding itself out as a mere continuation, of any of the Debtors and there is no continuity between each Buyer and the Debtors. The Sale does not amount to a consolidation, merger, or de facto merger of each Buyer and any of the Debtors.

L. Time is of the essence in consummating the Sale. To maximize the value of the Purchased Assets, it is essential that the Sale occur and be recognized and enforced in the United States promptly. The Foreign Representative on behalf of the Receiver has demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the Sale as contemplated by the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA). Accordingly, there is cause to waive the stay that would otherwise be applicable under Bankruptcy Rules 6004(h) and 6006(d), and accordingly the transactions contemplated by the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA) and related agreements can be closed as soon as reasonably practicable upon entry of the Approval and Vesting Order and this Order.

M. Based upon information contained in the Motion, the Powell Sale Declaration, the other pleadings filed in these Chapter 15 Cases, and the record made at the Hearing (if any), the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA) and each of the transactions contemplated therein were negotiated, proposed and entered into by the Receiver and the applicable Buyer in good faith, without collusion and from arms'-length bargaining positions. Each Buyer is a "good faith purchaser" within the meaning of section 363(m) of the Bankruptcy

Code and, as such, is entitled to all the protections afforded thereby. None of the Debtors, the Foreign Representative, the Receiver, nor the applicable Buyer has engaged in any conduct that would cause or permit the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA) or the consummation of the Sale to be avoided or costs and damages to be imposed under section 363(n) of the Bankruptcy Code. Each Buyer is not an “insider” of any of the Debtors, as that term is defined in section 101 of the Bankruptcy Code, and no common identity of incorporators, directors, or controlling stockholders exists between each Buyer and the Debtors.

N. The Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA) was not entered into for the purpose of hindering, delaying, or defrauding any present or future creditors of the Debtors.

O. The Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA) requires the assignment of the Assigned Contracts to the applicable Buyer, which assignment is expressly approved by the Approval and Vesting Order. Such assignments require that all monetary defaults by the applicable Debtors under such Assigned Contracts be remedied by payment of cure costs (if any) (“Cure Amounts”), as agreed between the respective parties or as otherwise determined by the Canadian Court. As such, enforcement in the United States of the assignment of the Assigned Contracts to the applicable Buyer does not present any public policy conflict or any issue concerning protection of the interests of the non-Debtor parties to the Assigned Contracts that would prevent this Court from entering this Order.

P. In light of the Debtors’ sale of substantially all of their United States business to Buyers, the Debtors have exercised their reasonable business judgment in rejecting any executory contract that is not an Assigned Contract to which a United States Debtor is a party and/or to which the non-Debtor counterparty is located in the United States.

Q. The Foreign Representative, on behalf of itself and the Debtors, may sell the Purchased Assets free and clear of all liens, claims (as defined in section 101(5) of the Bankruptcy Code), rights, liabilities, encumbrances and other interests of any kind or nature whatsoever against the Debtors or the Purchased Assets, including, without limitation, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, pledges, options, warrants, trusts or deemed trusts (whether contractual, statutory, or otherwise), obligations, liabilities, demands, guarantees, restrictions, contractual commitments, rights, including without limitation, rights of first refusal and rights of set-off, recoupment, liens, executions, levies, penalties, charges, financial or monetary claims, adverse claims, or rights of use, puts or forced sale provisions exercisable as a consequence of or arising from the closing of the sale of the Purchased Assets, whether arising prior to or subsequent to the commencement of the Canadian Receivership and these Chapter 15 Cases, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured, legal, equitable, possessory or otherwise, actual or threatened civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, complaint, suit, investigation, dispute, petition or proceeding by or before any governmental authority or Person at law or in equity, whether imposed by agreement, understanding, law, equity or otherwise, and any claim or demand resulting therefrom (collectively, the “Encumbrances”), other than the Permitted Encumbrances, because with respect to each creditor asserting any Encumbrance, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Each creditor that did not object to the Motion is deemed to have consented to the sale of the Purchased Assets free and clear of all Encumbrances pursuant to section 363(f)(2) of the Bankruptcy Code.

R. The total consideration to be provided under the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA) reflects the applicable Buyer’s reliance on this

Order to provide it, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, with title to and possession of the Purchased Assets free and clear of all Encumbrances, other than the Permitted Encumbrances.

S. The transfer of the Debtors' rights under the Assigned Contracts is integral to the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA), is in the best interests of the Debtors, their creditors, and represents the reasonable exercise of the Debtors' business judgment.

T. As of the filing of the Receiver's Certificate in the Canadian Receivership, and the delivery thereof to the applicable Buyer, the transfer of the Purchased Assets to the applicable Buyer will be a legal, valid and effective transfer of the Purchased Assets, and will vest the applicable Buyer with all right, title and interest of the Debtors in and to the Purchased Assets, including the Assigned Contracts, free and clear of all Encumbrances, other than the Permitted Encumbrances.

U. The Foreign Representative and the Receiver, as appropriate, (i) have full power and authority to execute the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA) and all other documents contemplated thereby, (ii) have all the power and authority necessary to consummate the transactions contemplated by the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA), and (iii) upon entry of this Order, other than any consents identified in the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA), need no consent or approval from any other Person or governmental unit to consummate the Sale. The Debtors are the sole and rightful owners of the Purchased Assets, no other Person has any ownership right, title, or interest therein, and the Sale has been duly and validly authorized by all necessary corporate action of the Debtors.

V. The Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA) is a valid and binding contract between the Debtors and the applicable Buyer and shall be enforceable pursuant to its terms. The Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA), the Sale, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtors and the Foreign Representative in these Chapter 15 Cases and shall not be subject to rejection or avoidance by the foregoing parties or any other Person.

W. Each Buyer would not have entered into the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA) and would not consummate the purchase of the Purchased Assets and the related transactions, thus adversely affecting the Debtors, their creditors, and other parties in interest, if the sale of the Purchased Assets to the applicable Buyer was not free and clear of all Encumbrances (other than Permitted Encumbrances), or if the applicable Buyer would, or in the future could, be liable on account of any such Encumbrances, including, as applicable, certain liabilities related to the Purchased Assets that will not be assumed by the applicable Buyer, as described in the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA).

X. A sale of the Purchased Assets other than free and clear of all Encumbrances (other than Permitted Encumbrances) would yield substantially less value than the sale of the Purchased Assets pursuant to the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA); thus, the sale of the Purchased Assets free and clear of all Encumbrances, in addition to all of the relief provided herein, is in the best interests of the Debtors, their creditors, and other parties in interest.

Y. The interests of the Debtors' creditors in the United States are sufficiently protected. The relief granted herein is necessary and appropriate, in the interests of the public and international comity, consistent with the public policies of the United States, and warranted pursuant to section 1521(b) of the Bankruptcy Code.

Z. The legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein.

AA. Any and all findings of fact and conclusions of law announced by this Court at the Hearing are incorporated herein.

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. All objections, if any, to the Motion or the relief requested therein that have not been withdrawn, waived, resolved or settled by stipulation filed with this Court, and all reservations of rights, are hereby overruled on the merits, with prejudice.
3. The Court recognizes the Approval and Vesting Order, attached hereto as **Exhibit 1**, and the Back-Up Approval and Vesting Order, attached hereto as **Exhibit 3**, which is hereby given full force and effect in the United States in its entirety.
4. The Asset Purchase Agreement and the Sale contemplated thereunder, including, for the avoidance of doubt, the sale of the Purchased Assets and the transfers and assignments of the Purchased Assets located within the United States on the terms set forth in the Asset Purchase Agreement, the Approval and Vesting Order, including all transactions contemplated thereunder, this Order, including all transactions contemplated hereunder, and all of the terms and conditions of each of the foregoing are hereby incorporated, approved and authorized by this Order pursuant to sections 105, 363, 365, 1501, 1520, and 1521 of the Bankruptcy Code.

5. Pursuant to sections 105, 363, 365, 1501, 1520, and 1521 of the Bankruptcy Code, the Approval and Vesting Order, and this Order, the Receiver, the Debtors, each Buyer, and the Foreign Representative (as well as their respective officers, employees and agents) are authorized to take any and all actions necessary or appropriate to: (a) consummate the Sale, including the sale of the Purchased Assets to the applicable Buyer, in accordance with the Asset Purchase Agreement, the Approval and Vesting Order, and this Order; and (b) perform, consummate, implement and close fully the Asset Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement and the Sale and to take such additional steps and all further actions as may be necessary or appropriate to the performance of the obligations contemplated by the Asset Purchase Agreement, all without further order of the Court, and are hereby authorized and empowered to cause to be executed and filed such statements, instruments, releases and other documents on behalf of any Person or entity with respect to the Purchased Assets that are necessary or appropriate to effectuate the Sale, any related agreements, the Approval and Vesting Order and this Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as the Receiver or the applicable Buyer may determine are necessary or appropriate, and are hereby authorized and empowered to cause to be filed, registered or otherwise recorded a certified copy of the Approval and Vesting Order, this Order, or the Asset Purchase Agreement, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Encumbrances against the Purchased Assets. The Approval and Vesting Order and this Order are

deemed to be in recordable form sufficient to be placed in the filing or recording system of every federal, provincial, state, or local government agency, department or office.

6. All Persons that are currently in possession, custody or control of some or all of the Purchased Assets located in the United States or that are otherwise subject to the jurisdiction of this Court are hereby directed to surrender possession, custody and control of such Purchased Assets to the applicable Buyer on the Closing Date.

Treatment of Executory Contracts and Unexpired Leases

7. As soon as practicable after the Closing Date, the Foreign Representative shall file a list of Assigned Contracts (the “Final Notice of Assigned Contracts”). All executory contracts and unexpired leases not listed on the Final Notice of Assigned Contracts to which a United States Debtor is a party and/or to which the non-Debtor counterparty is located in the United States shall be rejected as of the Closing Date pursuant to section 365 of the Bankruptcy Code.

8. At Closing, the rights and obligations of the Debtors under the Assigned Contracts shall be, notwithstanding any provision contained in any such Assigned Contract that prohibits, restricts, or conditions assignment or transfer thereof or requires consent of any party to such assignment or transfer (each, an “Anti-Assignment Provision”), assigned to the applicable Buyer or any Affiliate or designee thereof and shall remain in full force and effect for the benefit of the applicable Buyer or such Affiliate or designee in accordance with their respective terms.

9. All defaults or other obligations of the Debtors under the Assigned Contracts arising or accruing prior to the Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in Section 365(b)(2) of the Bankruptcy Code) shall be deemed cured upon payment of the Cure Amounts as agreed between the respective parties or as determined by the Canadian Court, and the Buyers shall have no liability arising or accruing under

the Assumed Contracts on or prior to the Closing, except as otherwise expressly provided in the Asset Purchase Agreement (and, to the extent applicable, the Stalking Horse APA) or the an order of the Canadian Court. The non-debtor counterparties to the Assumed Contracts are barred from asserting against the Debtors, their estates, the Buyers, and their respective successors and assigns, any default or unpaid obligation allegedly arising or occurring before the Closing, any pecuniary loss resulting from such default, or any other obligation under the Assumed Contracts arising or incurred prior to the Closing, other than the Cure Amounts.

10. Each non-Debtor counterparty to the Assigned Contracts is prohibited from exercising any right or remedy under the Assigned Contracts by reason of (a) any non-monetary defaults or defaults or events of default arising as a result of the insolvency of any Debtor or the cessation of the Debtors' or their Affiliates' normal course business operations, (b) the insolvency of any Debtor or the fact that the Debtors sought or obtained relief under the BIA or under the Bankruptcy Code, (c) any releases, discharges, cancellations, transactions or other steps taken or effected pursuant to the Asset Purchase Agreement, the Sale (including the pre-Closing reorganization of the Debtors), the provisions of this Order or any other Order of the Court in these Chapter 15 Cases, (d) any change of control of the Debtors or their Affiliates arising from the implementation of the Sale, or (e) any Anti-Assignment Provision in an Assigned Contract.

11. This Court shall retain jurisdiction to enforce any and all terms and provisions of the Asset Purchase Agreement, the Approval and Vesting Order, and this Order with respect to the Purchased Assets and Assigned Contracts in the United States.

Transfer of the Purchased Assets Free and Clear

12. Pursuant to sections 105(a), 363, 365, 1501, 1520, and 1521 of the Bankruptcy Code, on the Closing Date, all rights, title, and interest of the Debtors in the Purchased Assets shall

be transferred and absolutely vest in the applicable Buyer, without further instrument of transfer or assignment, and such transfer shall: (a) be a legal, valid, binding and effective transfer of the Purchased Assets to the applicable Buyer; (b) vest the applicable Buyer with all right, title and interest of the Debtors in the Purchased Assets, and (c) be free and clear of all Encumbrances, other than the Permitted Encumbrances. All Encumbrances from which the Purchased Assets are sold free and clear shall attach to the proceeds of the sale of the Purchased Assets in the same extent, validity and priority that existed immediately prior to the Closing Date.

13. Pursuant to sections 105(a), 363(f), 365, 1501, 1520, and 1521 of the Bankruptcy Code, upon the closing of the Sale: (a) no holder of an Encumbrance shall interfere, and each and every holder of an Encumbrance is enjoined from interfering, with the applicable Buyers' rights and title to or use and enjoyment of the Purchased Assets; and (b) the sale of the Purchased Assets, the Asset Purchase Agreement, and any instruments contemplated thereby shall be enforceable against and binding upon, and not subject to rejection or avoidance by, the Receiver, the Debtors, or any successor thereof. All Persons holding an Encumbrance are forever barred and permanently enjoined from asserting such Encumbrance against the Purchased Assets, the applicable Buyer or its Affiliates and their respective officers, directors, employees, managers, partners, members, financial advisors, attorneys, agents, and representatives, and any Affiliates, successors and assigns of any of the foregoing, from and after closing of the Sale.

14. Every federal, provincial, state, and local governmental agency or department shall accept (and not impose any fee, charge, or tax in connection therewith) any and all documents and instruments necessary or appropriate to consummate the sale of the Purchased Assets to the applicable Buyer and the Sale generally. Effective as of the Closing, the Approval and Vesting Order and this Order shall constitute for any and all purposes a full and complete general

assignment, conveyance, and transfer of the Debtors' interests in the Purchased Assets to the applicable Buyer free and clear of all Encumbrances, other than the Permitted Encumbrances.

15. This Order (a) shall be effective as a determination that, as of the Closing Date, all Encumbrances, other than the Permitted Encumbrances, have been unconditionally released, discharged and terminated as to the applicable Buyer and the Purchased Assets, and that the conveyances and transfers described herein have been effected, and (b) is and shall be binding upon and govern the acts of all Persons, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials and all other Persons who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing Persons shall accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement and effect the discharge of all Encumbrances other than the Permitted Encumbrances pursuant to this Order and the Approval and Vesting Order and not impose any fee, charge, or tax in connection therewith.

16. No Buyer nor any of its Affiliates is or shall not be deemed to: (a) be a legal successor, or otherwise be deemed a successor to any of the Debtors under any theory of law or equity; (b) have, de facto or otherwise, merged with or into any or all Debtors or their estates; (c) have a common identity or a continuity of enterprise with the Debtors; (d) be a mere continuation or substantial continuation of any or all Debtors or the enterprise or operations of any or all Debtors; or (e) be liable for any acts or omissions of the Debtors in the conduct of the business or arising under or related to the Purchased Assets. No creditors of the Debtors shall have any claim

upon, cause of action against, or interest in, the Purchased Assets, including the Assigned Contracts, or the Buyer as of the Closing of the transactions contemplated under the Asset Purchase Agreement. The Buyers' acquisition of the Purchased Assets shall be free and clear of any "successor liability", vicarious liability and other types of transferee liability of any kind or nature whatsoever, whether known or unknown as of the Closing, asserted or unasserted, fixed or contingent, liquidated or unliquidated. The operations of the Buyers and its Affiliates shall not be deemed a continuation of the Debtors' business as a result of the acquisition of the Purchased Assets. The Buyers would not have acquired the Purchased Assets but for the foregoing protections against potential claims based upon "successor liability" or "vicarious liability" theories.

17. Each Buyer's credit bid of Secured Obligations as Purchase Price for the Purchased Assets is proper pursuant to Section 363(k) of the Bankruptcy Code.

18. The Sale, including the purchase of the Purchased Assets, is undertaken by the applicable Buyer in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorizations provided herein shall neither affect the validity of the Sale nor the transfer of the Purchased Assets, including the Assigned Contracts, to the applicable Buyer free and clear of all Encumbrances, unless such authorization is duly stayed before the Closing of the Sale pending such appeal.

19. Neither the Debtors nor the Buyer has engaged in any conduct that would cause or permit the Asset Purchase Agreement to be avoided or costs and damages to be imposed under section 363(n) of the Bankruptcy Code.

20. Any laws regarding bulk sales, or similar laws of any state or other jurisdiction are not applicable to the sale of Purchased Assets. As the assignment, transfer and/or sale of the

Purchased Assets is in exchange for the Purchase Price, no withholding of U.S. federal income tax pursuant to sections 1441 or 1442 of the Internal Revenue Code is required.

21. Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d) or any applicable provisions of the Bankruptcy Rules or Local Rules, this Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry, and the fourteen (14) day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply. The Debtors, each Buyer, and the Foreign Representative are not subject to any stay in the implementation, enforcement or realization of the relief granted in this Order. For the avoidance of doubt, the Debtors, each Buyer, and the Foreign Representative are authorized, in their discretion and without further delay, to take any action and perform any act authorized under the Approval and Vesting Order or this Order.

22. The terms and provisions of the Asset Purchase Agreement, the Approval and Vesting Order, and this Order shall be binding in all respects upon, the Debtors, the applicable Buyer, the Foreign Representative, the Debtors' creditors, and all other parties in interest, and any successors of the Debtors, the applicable Buyer, the Foreign Representative, and the Debtors' creditors, including any foreign representative(s) of the Debtors, trustee(s), examiner(s) or receiver(s) appointed in any proceeding, including without limitation any proceeding under any chapter of the Bankruptcy Code, the BIA, or any other law, and all such terms and provisions shall likewise be binding on such foreign representative(s), trustee(s), examiner(s), or receiver(s) and shall not be subject to rejection or avoidance by the Foreign Representative, Debtors, their creditors, or any trustee(s), examiner(s) or receiver(s).

23. To the extent the Asset Purchase Agreement is terminated pursuant to Section 7.04 of the Asset Purchase Agreement because the Lot Bid Agreement is terminated prior to the Outside

Date, the (a) Stalking Horse APA is hereby approved as the back-up bid for the Purchased Assets; (b) this Order shall apply to the Stalking Horse APA, with all references herein to “Asset Purchase Agreement” replaced with “Stalking Horse APA;” and (c) all references herein to “Approval and Vesting Order” shall be replaced with “Back-Up Approval and Vesting Order.”

24. Subject to the terms and conditions of the Approval and Vesting Order, the Asset Purchase Agreement and any related agreements, documents or other instruments, may be modified, amended or supplemented by the parties thereto, in a writing signed by each party, and in accordance with the terms thereof, without further order of the Court; provided that any such modification, amendment, or supplement does not change the terms of the Sale, the Asset Purchase Agreement or any related agreements, documents or other instruments in a manner material and adverse to the Debtors and the Seller and is otherwise in accordance with the terms of the Approval and Vesting Order.

25. The provisions of this Order and the Asset Purchase Agreement are non-severable and mutually dependent. To the extent that there are any inconsistencies between the terms of this Order and the Approval and Vesting Order, on the one hand, and the Asset Purchase Agreement, on the other, this Order and the Approval and Vesting Order shall govern.

26. Nothing in this Order shall be deemed to impair or diminish any Excluded Asset.

27. This Court shall retain jurisdiction with respect to any and all matters, claims, rights, or disputes arising from or related to the implementation or interpretation of this Order or the Approval and Vesting Order within the territorial jurisdiction of the United States.

Exhibit 1
Stellex AVO

No. B-240477
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

Between:

STELLEX POWER LINE OPCO LLC AND 1501841 B.C. LTD.

PETITIONERS

And:

ROKSTAD HOLDINGS CORPORATION, ROKSTAD POWER (2018) LTD., ROKSTAD
POWER CONSTRUCTION SERVICES LTD., ROKSTAD POWER TRANSMISSION
SERVICES LTD., ROKSTAD POWER (PRAIRIES) LTD., GOLDEN EARS PAINTING &
SANDBLASTING (2018) LTD., PLOWE POWER SYSTEMS (2018) LTD., ROKSTAD
POWER (EAST), INC., ROKSTAD POWER INC. AND ROK AIR, LLC

RESPONDENTS

ORDER MADE AFTER APPLICATION
(STELLEX TRANSACTION APPROVAL AND VESTING ORDER)

BEFORE THE HONOURABLE)
JUSTICE LOO) January 31, 2025
)

THE APPLICATION of FTI Consulting Canada Inc. as Receiver and Manager (the “**Receiver**”) of Rokstad Holdings Corporation, Rokstad Power (2018) Ltd., Rokstad Power Construction Services Ltd., Rokstad Power Transmission Services Ltd., Rokstad Power (Prairies) Ltd., Golden Ears Painting and Sandblasting (2018) Ltd., Plowe Power Systems (2018) Ltd., Rokstad Power (East), Inc., Rokstad Power Inc., and Rok Air, LLC (together, the “**Debtors**”) coming on for hearing at Vancouver, British Columbia, on the 31st day of January, 2025; AND ON HEARING from Mary Buttery, K.C. counsel for the Receiver and those other counsel listed on **Schedule “A”** hereto; AND UPON READING the material filed, including the Receiver’s Fourth Report to the Court, dated January 21, 2025 (the “**Fourth Report**”); AND PURSUANT TO the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”); **THIS COURT ORDERS, DECLARES, AND DIRECTS THAT:**

SERVICE

1. The time for service of this Notice of Application and supporting materials is hereby abridged such that the Notice of Application is properly returnable today and service thereof upon any interested party other than those parties on the Service List established in this proceeding is hereby dispensed with.

DEFINED TERMS

2. Unless otherwise indicated herein, capitalized words and terms have the meaning given to them in the Fourth Report or the Asset Purchase Agreement dated as of January 20, 2025 (including all exhibits, schedules and ancillary agreements thereto, as they may be amended from time to time, the "**Sale Agreement**"), by and between the Receiver, as seller, and 1501841 B.C. Ltd. and STELLEX Power Line OPCO LLC, as buyers (collectively, the "**Purchasers**" and each a "**Purchaser**").

SALE APPROVAL

3. The sale transaction (the "**Transaction**") contemplated by the Sale Agreement, a copy of which is attached as Appendix "C" to the Fourth Report, is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such amendments as the Receiver and the Purchasers may deem necessary, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchasers, or their Affiliates if applicable, of the assets described in the Sale Agreement (the "**Purchased Assets**").
4. Upon delivery by the Receiver to the Purchasers of a certificate substantially in the form attached as **Schedule "B"** hereto (the "**Receiver's Certificate**"), all of the Debtors' right, title and interest in and to the Purchased Assets either described in the Sale Agreement or listed on **Schedule "C"** hereto shall vest absolutely in the applicable Purchaser or its Affiliate in fee simple, free and clear of and from any and all Encumbrances (as defined in the Sale Agreement), including but not limited to security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial

or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) such as (i) any encumbrances or charges created or amended by Orders of this Court, including but not limited to those Orders dated October 10, 2024, November 6, 2024, December 4, 2024, December 13, 2024 and December 20, 2024; (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;

- 14 -

- 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

- 19 -

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

- 20 -

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

- 21 -

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

- 23 -

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

- 24 -

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

Exhibit 2 – Stellex APA

ASSET PURCHASE AGREEMENT

by and among

FTI CONSULTING CANADA INC., solely in its capacity as court-appointed receiver 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, and not in its personal or corporate capacity

and

1501841 B.C. LTD. and STELLEX POWER LINE OPCO LLC

dated as of January 20, 2025

TABLE OF CONTENTS

Article I Definitions	2
Article II Purchase and Sale	13
Section 2.01 Purchase and Sale	13
Section 2.02 Excluded Assets	17
Section 2.03 Assumed Liabilities	18
Section 2.04 Excluded Liabilities	19
Section 2.05 Purchase Price	20
Section 2.06 Intended U.S. Tax Treatment	20
Section 2.07 Non-assignable Assets	20
Section 2.08 Assistance	21
Section 2.09 GST/HST Election	22
Section 2.10 Section 22 Election	22
Section 2.11 Intentionally deleted	22
Section 2.12 As is, Where is	22
Section 2.13 Approval of the Courts	23
Article III Closing	23
Section 3.01 Closing	23
Section 3.02 Closing Deliverables	23
Article IV Representations and Warranties of Seller	25
Section 4.01 Authority of Seller	25
Section 4.02 Taxes	25
Section 4.03 Receivership Proceedings	26
Section 4.04 No Other Representations and Warranties	26
Article V Representations and Warranties of Buyers	26
Section 5.01 Organization and Authority of Buyers	26
Section 5.02 Authority of Buyer	26
Section 5.03 No Conflicts; Consents	27
Section 5.04 Legal Proceedings	27
Section 5.05 Independent Investigation	27
Section 5.06 Taxes	27
Article VI Covenants	28
Section 6.01 Conduct of Business Prior to Closing	28
Section 6.02 Employees and Employee Benefits	28

Section 6.03	Books and Records	31
Section 6.04	Closing Conditions	31
Section 6.05	Public Announcements and Seller Disclosures	31
Section 6.06	Closing Allocation of Purchase Price	32
Section 6.07	Bulk Sales Laws	32
Section 6.08	Transfer Taxes	32
Section 6.09	Further Assurances	32
Section 6.10	Taxes	33
Section 6.11	Disclosed Personal Information.....	33
Section 6.12	ERISA.....	33
Section 6.13	Seller's Obligations	34
Section 6.14	Closing Certificate	35
Article VII	Conditions to Closing.....	35
Section 7.01	Conditions to Obligations of All Parties.....	35
Section 7.02	Conditions to Obligations of Buyers	35
Section 7.03	Conditions to Obligations of Seller	36
Article VIII	Termination.....	37
Section 8.01	Termination.....	37
Section 8.02	Effect of Termination	38
Section 8.03	Intentionally deleted	39
Article IX	Miscellaneous.....	39
Section 9.01	Intentionally deleted	39
Section 9.02	Name Winddown	39
Section 9.03	Expenses	39
Section 9.04	Notices	39
Section 9.05	Interpretation.....	40
Section 9.06	Headings	41
Section 9.07	Severability	41
Section 9.08	Entire Agreement.....	41
Section 9.09	Successors and Assigns	41
Section 9.10	No Third-Party Beneficiaries.....	41
Section 9.11	Amendment and Modification; Waiver	41
Section 9.12	Governing Law	42
Section 9.13	Waiver of Jury Trial.....	42

Section 9.14	Jurisdictions	43
Section 9.15	Specific Performance.....	43
Section 9.16	Counterparts.....	43
Section 9.17	Non-recourse.....	43

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "**Agreement**"), dated as of January 20, 2025, is entered into by and among FTI Consulting Canada Inc. ("**FTI**"), in its capacity as court-appointed receiver of Rokstad Holdings Corporation, a British Columbia company ("**RHC**"), Rokstad Power (2018) Ltd., a British Columbia company ("**RPI 2018**"), Golden Ears Painting & Sandblasting (2018) Ltd., a British Columbia company ("**Golden Ears**"), Plowe Power Systems (2018) Ltd., a British Columbia company ("**PPS**"), Rokstad Power Construction Services Ltd., a British Columbia company ("**RP Construction**"), Rokstad Power Transmission Services Ltd., a British Columbia company ("**RP Transmission**"), Rokstad Power (Prairies) Ltd., a British Columbia company ("**RP Prairies**"), Rokstad Power Inc., a Delaware corporation ("**RPI Opco**"), Rok Air, LLC, a Delaware limited liability company ("**Rok Air**"), Rokstad Power (East) Inc., a Delaware corporation ("**RPE**" and, together with RHC, RPI 2018, Golden Ears, PPS, RP Construction, RP Transmission, RP Prairies, RPI Opco and Rok Air (each, a "**Company**" and, collectively, the "**Companies**"), and not in its personal or corporate capacity (collectively, the "**Seller**"), 1501841 B.C. Ltd., a British Columbia company ("**Canada Buyer**"), and Stellex Power Line Opco LLC, a Delaware limited liability company ("**United States Buyer**" and, together with Canada Buyer, "**Buyers**").

RECITALS

WHEREAS, the Companies are engaged in the business of providing (i) utility transmission and distribution services for critical power infrastructure, including offering power line contracting services, support services and emergency and storm response services, and (ii) painting, body work, graphic installation and sandblasting services for industrial machinery and vehicles used in utility transmission and distribution services (collectively, the "**Business**");

WHEREAS the Companies are engaged in the Business both in Canada and in the U.S.;

WHEREAS, on November 6, 2024, Seller was appointed by order of the BC Court as receiver of the assets, undertaking and property of the Companies pursuant to Section 243 of the BIA and Section 39 of the LEA (the "**Receiver**");

WHEREAS, on December 13, 2024, the BC Court granted the Sale Process Order approving the Sale Process Procedures and the Stalking Horse APA and the transactions outlined therein;

WHEREAS, Seller wishes to sell, transfer and assign to Graham, and Graham, subject to B.C. Court approval and completion of the Sale Process Procedures, wishes to purchase and assume from Seller, substantially all of the assets, properties and rights owned or leased by any of the Canadian Companies that are used or held for use exclusively in the conduct of the Canadian Business, subject to the terms and conditions set forth in the Lot Bid Agreement;

WHEREAS, Seller wishes to sell and assign to United States Buyer, and United States Buyer, subject to court approval and completion of the Sale Process Procedures, wishes to purchase and assume from Seller, all of the Purchased Assets (including all assets of the U.S. Companies and the Purchased Intellectual Property Assets) and the U.S. Business (other than the Canadian Assets), subject to the terms and conditions set forth herein;

WHEREAS, Seller wishes to sell, transfer and assign to Canada Buyer, and Canada Buyer, subject to court approval and completion of the Sale Process Procedures, wishes to purchase and assume from Seller, all of the Purchased Assets that consist of assets, properties and rights owned or leased by any of the Canadian Companies and used or held for use in connection with the conduct of (but not exclusively in the conduct of, unless such assets, properties or rights constitute Graham Excluded Assets) the Canadian

Business (other than any Purchased Intellectual Property Assets, which will be acquired by United States Buyer) (the “**Canadian Assets**”), subject to the terms and conditions set forth herein; and

WHEREAS, in connection herewith, Graham, FTI and Buyers in their capacity as senior secured lenders of the Companies have entered into that certain Asset Purchase Agreement, dated as of the date hereof, for the purchase by Graham of the Canadian Companies and the Canadian Business (the “**Lot Bid Agreement**”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I DEFINITIONS

The following terms have the meanings specified or referred to in this Article I:

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Affiliated Group" means any affiliated group as defined in Section 1504 of the Code (or any analogous combined, consolidated or unitary group defined under state, local or foreign income Tax law) of which any Company is or has been a member.

"Agreement" has the meaning set forth in the preamble.

"Assigned Contracts" has the meaning set forth in Section 2.01(b)(iv).

"Assignment and Assumption Agreement" has the meaning set forth in Section 3.02(a)(iv).

"Assignment and Assumption of Lease" has the meaning set forth in Section 3.02(a)(v).

"Assumed Liabilities" has the meaning set forth in Section 2.03.

"BC Approval and Vesting Order" means a BC Court order approving this Agreement and the consummation of the transactions contemplated hereby, and vesting all right and title in and to the Purchased Assets and U.S. Business in Buyers, free and clear of any Encumbrances (other than Permitted Encumbrances) in the form and substance as attached here to Exhibit 2 and with any changes thereto being acceptable (such acceptance not to be unreasonably withheld, conditioned or delayed) to Seller and Buyers.

"BC Court" means the Supreme Court of British Columbia.

"Benefit Plan" means any employee benefit plan, whether or not subject to ERISA, and each material employment, consulting, compensation, pension, supplemental pension, retirement, incentive, bonus, stock option, restricted stock, stock appreciation right, phantom equity, change in control, severance, vacation, paid time off, welfare, fringe-benefit and each other material employee benefit plan, agreement, policy and program, in each case, which is maintained, sponsored, contributed to, or required to be contributed to by a Company, or under which a Company has any material liability or other obligations thereunder.

"BIA" means the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended.

"Bill of Sale" has the meaning set forth in Section 3.02(a)(i).

"Books and Records" has the meaning set forth in Section 2.01(b)(ix).

"Business" has the meaning set forth in the recitals.

"Business Day" means any day except Saturday, Sunday or any other day on which commercial banks located in Vancouver, British Columbia or New York, NY are authorized or required by Law to be closed for business.

"Buyer U.S. Benefit Plan" has the meaning set forth in Section 6.02(d).

"Buyers" has the meaning set forth in the preamble.

"Canada Buyer" has the meaning set forth in the preamble.

"Canadian Assets" has the meaning set forth in the recitals.

"Canadian Benefit Plan" means each Benefit Plan that is governed by the laws of Canada and/or any province or territory thereof set forth on Schedule D-1.

"Canadian Business" means the Business to the extent it is carried on in Canada by the Canadian Companies, excluding any portions of the Business utilizing the Graham Excluded Assets or relating to the Graham Excluded Liabilities.

"Canadian Companies" means RHC, RPI 2018, Golden Ears, PPS, RP Construction, RP Transmission and RP Prairies.

"CARES Act" means the Coronavirus Aid, Relief and Economic Security Act and any similar or conforming legislation in any U.S. jurisdiction, and any subsequent legislation relating to the COVID-19 pandemic, including the Health and Economic Recovery Omnibus Emergency Solutions Act.

"Cash Collateral" means cash or cash equivalents as collateral in connection with any obligations of the Companies to Merchants Fleet or RPI Opco's letter of credit with Canadian Western Bank, including the \$165,000 held by Canadian Western Bank.

"Chapter 15 Proceedings" means proceedings in respect of the Companies commenced under Chapter 15 of the U.S. Bankruptcy Code by Seller.

"Closing" has the meaning set forth in Section 3.01.

"Closing Date" means the first Business Day after the date on which the last of the conditions to the obligations of the parties as set forth in Section 7.01, Section 7.02 and Section 7.03 are satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of all such conditions at or concurrently with the Closing), or at such other time or place or on such other date as may be mutually agreed upon by Buyers and Seller.

"Code" means the Internal Revenue Code of 1986, as amended.

"Companies" and **"Company"** have the meaning set forth in the recitals.

"Consent" has the meaning set forth in Section 2.07.

"Contract Cure Amount" means, with respect to any Assigned Contract, the amounts required to be paid, if any, at Closing pursuant to the BC Approval and Vesting Order and/or the U.S. Recognition Order in connection with the assumption and assignment of such Assigned Contract.

"Contracts" means all contracts, leases, mortgages, licenses, instruments, notes, commitments, undertakings, indentures and other agreements, whether oral or in writing.

"Courts" means the U.S. Court and BC Court.

"Credit Bid" means a credit bid in the amount of (i) all outstanding Indebtedness under the Receiver's Certificate(s), including all principal, interest and expenses incurred or accrued in connection therewith, less the amount of the cash proceeds of the Lot Bid Agreement (which shall exceed CAD\$20,000,000 (less amounts necessary to satisfy the Receiver's Charge (as defined in the Receivership Order)), although the parties hereto acknowledge that the Buyout Price, Excess Costs and Payroll Costs, each as defined under the Lot Bid Agreement, will not be paid by Graham at Closing), with the allocation and exchange of such Indebtedness in satisfaction of Purchase Price to be as determined by Buyers and (ii) CAD\$45,000,000 (or its US Dollar equivalent) of the Secured Obligations owed Buyers under the CWB Secured Note and/or Crown Secured Note, less the remaining amount of the cash proceeds of the Lot Bid Agreement, with the allocation and exchange of the Secured Obligations in satisfaction of Purchase Price to be as determined by Buyers.

"Crown Secured Note" means the Amended and Restated Loan Agreement, dated November 6, 2019, among Crown Capital Partner Funding, LP, the Companies and Bernard George Rokstad and Bernard Aaron Rokstad, as amended, including all security or guarantees securing and guaranteeing (or intending to secure and/or guarantee) any Indebtedness thereunder, and any other agreements, documents and/or instruments executed in connection therewith or pursuant thereto.

"CWB Secured Note" means the Amended and Restated Credit Agreement, dated December 22, 2020, among Canadian Western Bank, the Companies and Bernard George Rokstad, as amended, including all security or guarantees securing and guaranteeing (or intending to secure and/or guarantee) any Indebtedness thereunder, and any other agreements, documents and/or instruments executed in connection therewith or pursuant thereto.

"Data Laws" means applicable Laws and guidelines from Governmental Authorities relating to the Processing of Personal Information; privacy; data security; data protection; sending solicited or unsolicited electronic mail and text messages; cookies and online trackers; and the transfer, sharing, and security of Personal Information as applicable in all jurisdictions relevant to the U.S. Business of the Companies.

"Disclosed Personal Information" means any information about an individual that is disclosed, made available or otherwise provided to Buyers by Seller or the Companies in connection with this Agreement, excluding the name, job title, business address and telephone number of an employee of any Company.

"Employee Company" shall mean the employee services company set up by United States Buyer and its partner on or before Closing, which company shall be an Affiliate of Buyers at Closing.

"Employees" means those Persons employed by the Companies or any of their Subsidiaries or predecessors immediately prior to the Closing that are named on Schedule C-1 (for non-unionized Employees) and Schedule C-2 (for unionized Employees); provided, however, that for the avoidance of doubt, the Persons set forth on Schedule C-3 (which such Schedule may be updated by Buyers (with the cooperation of Seller) until three (3) Business Days prior to Closing) shall not be considered Employees.

"Encumbrance" means any lien, pledge, mortgage, deed of trust, security interest (including setoff or recoupment rights or claims), charge, claim, interest, easement, encroachment or other encumbrance.

"Environmental Law" means any applicable Law in effect prior to or as of the date of this Agreement, and any Governmental Order or binding agreement with any Governmental Authority in effect prior to or as of the date of this Agreement: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient or indoor air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal, or remediation of any Hazardous Materials. The term "Environmental Law" includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the

Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act of 1910, as amended, 7 U.S.C. §§ 136 et seq.; the Oil Pollution Act of 1990, as amended, 33 U.S.C. §§ 2701 et seq.; the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

"Environmental Permit" means any Permit, letter, clearance, consent, waiver, closure, exemption, decision, or other action required under or issued, granted, given, authorized by or made pursuant to Environmental Law that relates to the Purchased Assets or the U.S. Business.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

"Excluded Assets" has the meaning set forth in Section 2.02.

"Excluded Liabilities" has the meaning set forth in Section 2.04.

"Final Order" means an order of the BC Court or the U.S. Court, as applicable, that has not been vacated, stayed, set aside, amended, reversed, annulled or modified, as to which no appeal or application for leave to appeal therefrom has been filed and the applicable appeal period with respect thereto shall have expired without the filing of any appeal or application for leave to appeal, or if any appeal(s) or application(s) for leave to appeal therefrom have been filed, any (and all) such appeal(s) or application(s) have been dismissed, quashed, determined, withdrawn or disposed of with no further right of appeal and all opportunities for rehearing, reargument, petition for certiorari and appeal being exhausted or having expired without any appeal, motion or petition having been filed and remaining pending, any requests for rehearing have been denied, and no order having been entered and remaining pending staying, enjoining, setting aside, annulling, reversing, remanding, or superseding the same, and all conditions to effectiveness prescribed therein or otherwise by applicable law or order having been satisfied.

"GAAP" means United States generally accepted accounting principles.

"Governmental Authority" means any federal, state, provincial, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination, direction or award entered by or with any Governmental Authority.

"Graham" means, collectively, Graham Asset Buyer and 42 West Constructors Ltd.

"Graham Asset Buyer" means Graham Maintenance Services LP.

“**Graham Assumed Liabilities**” means “Assumed Liabilities” as defined in the Lot Bid Agreement.

“**Graham Closing**” means “Closing” as defined in the Lot Bid Agreement.

“**Graham Excluded Assets**” means “Excluded Assets” as defined in the Lot Bid Agreement.

“**Graham Excluded Liabilities**” means “Excluded Liabilities” as defined in the Lot Bid Agreement.

“**Graham Transaction Documents**” means “Transaction Documents” as defined in the Lot Bid Agreement.

“**GST/HST**” means the goods and services tax and harmonized sales tax imposed under Part IX of the *Excise Tax Act* (Canada) and its regulations made thereunder.

“**Hazardous Materials**” means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or man-made, that is hazardous, acutely hazardous, toxic, deleterious or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, per- and polyfluoroalkyl substances, and polychlorinated biphenyls.

“**Indebtedness**” shall mean, with respect to any Person, and without duplication: (a) all obligations of such Person for borrowed money (including the unpaid principal amount, accrued interest, premiums, penalties, breakage costs, expenses and other fees, including such amounts that would become due as a result of prepayment or the consummation of the transactions contemplated by this Agreement and the other Transaction Document); (b) all obligations of such Person evidenced by (or which customarily would be evidenced by) bonds, debentures, notes or similar instruments; (c) the aggregate face amount of all outstanding letters of credit, bankers' acceptances or similar instruments issued on behalf of such Person; (d) all obligations of such Person under conditional sale or other title retention agreements relating to property or assets purchased by such Person; (e) all obligations to pay the deferred and unpaid purchase price (or other payment obligations) relating to any acquisitions, including contingent amounts owing with respect to the acquisition of businesses or assets (e.g., earn-out payments); (f) all obligations secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any lien on property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed; (g) all obligations of such Person under forward sales, futures, options, foreign currency exchange and other similar hedging arrangements (including interest rate hedging or protection agreements); (h) all equipment financing, vehicle financing and capital lease obligations of such Person under leases that have been or should be capitalized in accordance with GAAP; (i) all obligations of such Person arising under banker acceptance facilities; (j) all liabilities of such Person pursuant to any phantom equity plan or liabilities with respect to stock appreciation or similar rights or arising from a nonqualified deferred compensation plan or other forms of deferred compensation arrangements; (k) any other liabilities, contingent or otherwise, that, in

accordance with GAAP, should be classified upon the balance sheet of such Person as indebtedness; (l) any Employee, contractor, officer or director bonus payments, including retention bonus payments, of any Company that have been or should have been accrued or are earned and unpaid for; (m) any accrued and unpaid time off of any Employee (and the employer portion of any payroll Taxes that are payable by any Company as a result of the payment of such obligations); (n) any severance obligations payable by any Company to any Employee (and the employer portion of any payroll Taxes that are payable by such Company as a result of the payment of such obligations), including in respect of any severance agreements or arrangements entered into or existing on or before the Closing; (o) the aggregate amount of all accounts payable or vendor payables; (p) all reserves for unknown accounts payable of any Company; (q) all unpaid Taxes in respect of any Pre-Closing Tax Period; (r) all unpaid payroll Taxes deferred pursuant to the CARES Act or the Payroll Tax Executive Order; and (s) all guaranties, endorsements and other contingent obligations of such Person to assure a creditor against loss with respect to any obligation (whether of such Person or another Person) mentioned in the foregoing clauses (a) through (r).

"Intellectual Property" means any and all of the following arising pursuant to the Laws of any jurisdiction throughout the world: (a) trademarks, service marks, trade names, and similar indicia of source of origin, all registrations and applications for registration thereof, and the goodwill connected with the use of and symbolized by the foregoing; (b) copyrights and all registrations and applications for registration thereof; (c) trade secrets and know-how; (d) patents and patent applications; (e) internet domain name registrations; and (f) other intellectual property and related proprietary rights.

"Intellectual Property Agreements" means all licenses, sublicenses and other agreements by or through which (i) other Persons grant any Company or any of their Subsidiaries or predecessors, or (ii) any Company or any of their Subsidiaries or predecessors grants other Persons, any exclusive or non-exclusive rights or interests in or to any Intellectual Property that is used in the Business or owned or licensed by any Company or any of their Subsidiaries or successors.

"Intellectual Property Assets" means all Intellectual Property that is owned by the Companies or any of their Subsidiaries and used in connection with the Business, including those set out in Schedule A to this Agreement and all Intellectual Property Registrations.

"Intellectual Property Registrations" means all Intellectual Property Assets that are subject to any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names, and copyrights, issued and reissued patents and pending applications for any of the foregoing.

"Intended U.S. Tax Treatment" has the meaning set forth in Section 2.06.

"Inventory" has the meaning set forth in Section 2.01(b)(ii).

"ITA" means the *Income Tax Act* (Canada) and regulations made thereunder and thereto.

"KERP" means a key employee retention plan, acceptable to Buyers, proposed by the Receiver and approved by the BC Court.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

"**LEA**" means the *Law and Equity Act*, RSBC 1996, c 253, as amended.

"**Leased Real Property**" means all real property leased by the U.S. Companies.

"**Leases**" means all leases for each Leased Real Property.

"**License Agreement**" means the license agreement between United States Buyer and Graham Asset Buyer granting Graham Asset Buyer an exclusive and royalty free license for the right to use registered and/or unregistered trademarks in the name "Rokstad" or "Rok" in Canada.

"**Lot Bid Agreement**" have the meaning set forth in the recitals.

"**Material Adverse Effect**" means any event, occurrence, fact, condition or change that is materially adverse to the U.S. Business, operations or assets of the U.S. Business, taken as a whole, which shall include any shutdown or cessation of operations of any material portion of the U.S. Business; *provided, however*, that "Material Adverse Effect" shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions, (ii) conditions generally affecting the industries in which the U.S. Business operates, (iii) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates, (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof, (v) any changes in applicable Laws or accounting rules or the enforcement, implementation or interpretation thereof, (vi) any natural or man-made disaster or acts of God, (vii) any epidemics, pandemics, disease outbreaks, or other public health emergencies, or (viii) any failure by the U.S. Business to meet any internal or published projections, forecasts or revenue or earnings predictions (provided that the underlying causes of such failures (subject to the other provisions of this definition) shall not be excluded), in each of the foregoing cases (i) through (vii), except to the extent the U.S. Business is materially disproportionately affected relative to other businesses in its industry.

"**Milestones**" means any of the following:

- (a) the Seller shall have executed this Agreement, by no later than January 20, 2025;
- (b) the BC Court shall have entered the BC Approval and Vesting Order by no later than January 31, 2025;
- (c) the U.S. Court shall have entered the U.S. Recognition Order by no later than February 11, 2025; and
- (d) the Closing shall occur no later than the Outside Date.

"Outside Date" means February 17, 2025, which such date may be extended by mutual agreement of the parties hereto. Buyers may unilaterally extend the "Outside Date" under the Stalking Horse APA in accordance with Section 3.01 hereof.

"Owners" means Bernard George Rokstad and Bernard Aaron Rokstad, as to each, in any capacity.

"Payroll Tax Executive Order" means the Presidential Memorandum on Deferring Payroll Tax Obligations in Light of the ongoing COVID-19 Disaster, as issued on August 8, 2020 and including any U.S. presidential memorandum, executive order or similar pronouncement permitting or requiring the deferral of any payroll Taxes (including those imposed by Section 3101(a) and 3201 of the Code, IRS Notice 2020-65 and IRS Notice 2021-11).

"Permits" means all permits, licenses, franchises, approvals, authorizations, agreements and consents required to be obtained from Governmental Authorities that relate to the Purchased Assets or the U.S. Business.

"Permitted Encumbrances" means, as to the Purchased Assets or the U.S. Business, (a) easements, rights of way, zoning ordinances and other similar encumbrances affecting Leased Real Property that do not materially impair or encumber the use thereof; and (b) liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business that are assigned to a Buyer at Closing pursuant to Section 2.01(b)(iv).

"Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"Personal Information" means information that (i) identifies an individual (e.g., name, address telephone number, email address, or government-issued identifier), or can reasonably be associated with or used to identify, contact, or precisely locate an individual, (ii) is payment card information, or (iii) is otherwise protected or defined by any applicable Data Law as "personal information," "personal data," "personally identifiable information," "sensitive information," or similar such terms, including any information deemed to be Personal Information under the *Personal Information Protection and Electronic Documents Act* (Canada) or the *Personal Information Protection Act* (British Columbia) and any other analogous and applicable Laws.

"Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and the portion through the end of the Closing Date for any Straddle Period.

"Priority Claims" means any valid statutory claims or portion thereof that are determined to rank in priority to the Secured Obligations, not to exceed US\$700,000 in any circumstance, including without limitation: (i) any source deduction claim in favour of any Governmental Authority, including the Canada Revenue Agency, (ii) any claim in favour of any employee pursuant to Section 81.4 of the BIA, and (iii) any claim for amounts owing under the *Excise Tax Act*, for greater certainty, in the case of each of (i) to (iii) inclusive, solely to the extent any such claim is determined to rank in priority to the Secured Obligations, but excluding any Graham Assumed Liability.

"**Processing**" means the collection, retention, use, processing, storage, disposal, disclosure, or protection of Personal Information.

"**PST**" means the tax imposed under the *Provincial Sales Tax Act* (British Columbia) and the regulations made thereunder.

"**Purchase Price**" has the meaning set forth in Section 2.05.

"**Purchased Assets**" has the meaning set forth in Section 2.01(b).

"**Purchased Intellectual Property Assets**" has the meaning set forth in Section 2.01(b).

"**Receiver's Certificate(s)**" has the meaning given in the Receivership Order, as may be amended pursuant to further order of the BC Court, and to be used or applied therein upon the appointment of the Receiver.

"**Receivership Order**" means the Order of the Court appointing Seller as the Receiver of the Companies pursuant to Section 243 of the BIA and Section 39 of the LEA.

"**Receivership Proceeding**" means the receivership proceeding pursuant to the BIA and the LEA in the BC Court appointing Seller as the court-appointed receiver for the Companies.

"**Receivership Recognition Order**" means the U.S. Court order recognizing the Receivership Proceeding as a foreign main proceeding pursuant to 11 U.S.C. § 1517, granting comity to the Receivership Order, giving full force and effect to the terms of the Receivership Order in the U.S., and granting Seller, as foreign representative on behalf of the Companies, all of the relief requested under 11 U.S.C. § 1520, as to each on a final basis.

"**Representative**" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"**Sale Process Order**" means the order of the B.C. Court that approved, among other things, the Sale Process Procedures and the Stalking Horse APA and the transactions outlined therein.

"**Sale Process Procedures**" means the procedures for the sale solicitation process in relation to the assets and/or Business of the Companies, as referenced in the Sale Process Order.

"**Secured Notes**" means the Crown Secured Note, the CWB Secured Note and the Receiver's Certificate(s).

"**Secured Obligations**" means all of the indebtedness, liabilities and obligations of any and all debtors under the Crown Secured Note, the CWB Secured Note and the Receiver's Certificate(s).

"**Seller**" has the meaning set forth in the preamble.

"**Seller Books and Records**" has the meaning set forth in Section 2.02(b).

“**Settlement Approval Order**” means an order of the BC Court approving the Settlement Agreement and Release dated on or about the date hereof by and between Stellex Capital Management, LLC, Buyers and Seller, including but not limited to the settlement of the Complaint filed by Rokstad Holdings Corporation on November 1, 2024 in United States District Court Southern District of New York Case No. 1:24-cv-08370.

“**Stalking Horse APA**” has the meaning given to it in the Sale Process Procedures.

“**Straddle Period**” means any taxable period beginning on or before the Closing Date and ending after the Closing Date.

“**Subsidiary**” means, with respect to any Person, any corporation, limited liability company, partnership, association, or other business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof or (b) if a limited liability company, partnership, association, or other business entity (other than a corporation), a majority of the partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof and for this purpose, a Person or Persons own a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity's gains or losses or shall be or control any managing director or general partner of such business entity (other than a corporation). The term "Subsidiary" shall include all Subsidiaries of any Subsidiary.

“**Successful Bid**” has the meaning given to it in the Sale Process Procedures.

“**Tangible Personal Property**” has the meaning set forth in Section 2.01(b)(v).

“**Taxes**” means all federal, state, provincial, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, escheat, unclaimed property, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto, including interest in respect of additions or penalties.

“**Transaction Documents**” means this Agreement, the Bill of Sale, the Assignment and Assumption Agreement, Assignment and Assumption of Leases, the Sale Process Order, the BC Approval and Vesting Order, the U.S. Recognition Order and the other agreements, instruments and documents required to be delivered pursuant to this Agreement at or prior to the Closing.

“**Transferred Employee**” has the meaning set forth in Section 6.02(a).

“**Transition Services Agreement**” means that Transition Services Agreement in substantially the form attached hereto as Exhibit 1.

“**Union Agreement**” means any collective bargaining agreement applicable to unionized Employees, as disclosed to Buyers and set forth on Schedule E.

"**United States Buyer**" has the meaning set forth in the preamble.

"**U.S.**" means the United States of America.

"**U.S. Bankruptcy Code**" means Title 11 of the United States Code, 11 U.S.C. §§101-1532, as amended.

"**U.S. Benefit Plan**" means each Benefit Plan that is governed by the laws of the United States and/or any state therein set forth on Schedule D-2.

“**U.S. Business**” means the Business of the U.S. Companies or any portion of the Business to the extent carried on, or for the purpose of generating revenue, in the U.S.

“**U.S. Companies**” means RPI Opco, Rok Air and RPE.

"**U.S. Court**" means the United States Bankruptcy Court for the District of Delaware.

"**U.S. Recognition Order**" means a U.S. Court order granting, *inter alia*, recognition to the BC Approval and Vesting Order and assumption and assignment of contracts under Section 365 of the U.S. Bankruptcy Code, in form and substance acceptable (such acceptance not to be unreasonably withheld, conditioned or delayed) to Seller and Buyers.

ARTICLE II PURCHASE AND SALE

Section 2.01 Purchase and Sale.

(a) Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to United States Buyer, and United States Buyer shall purchase, free and clear of all Encumbrances other than Permitted Encumbrances, all right, title and interest in, to and under all assets, properties and rights in respect of Intellectual Property owned by the Companies and used or held for use in the conduct of the Business (the "**Purchased Intellectual Property Assets**"), including:

(i) 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);

(ii) all rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Intellectual Property Assets;

(iii) all rights to collect royalties and proceeds in connection with any Purchased Intellectual Property Assets;

(iv) 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

(v) 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.

(b) Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Canada Buyer and/or United States Buyer, as designated by them, and Canada Buyer and/or United States Buyer, as designated by them, shall purchase, free and clear of all Encumbrances other than Permitted Encumbrances, all right, title and interest in, to and under all assets, properties and rights of any and all of the Companies and used or held for use in the conduct of the U.S. Business (other than the Excluded Assets and Purchased Intellectual Property Assets), including the following (such assets, properties and rights, together with the Purchased Intellectual Property Assets, the "**Purchased Assets**");

(i) 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;

(ii) all bank accounts of the Companies or otherwise in respect of the Business;

(iii) 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**");

(iv) 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;

(v) 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**");

(vi) all Leased Real Property;

(vii) all Permits, including Environmental Permits, to the extent such Permits may be transferred under applicable Law;

(viii) 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;

(ix) 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**");

(x) 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;

(xi) all goodwill associated with any Purchased Assets or the U.S. Business;

(xii) 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;

(xiii) 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;

(xiv) 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;

(xv) 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;

(xvi) 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);

(xvii) 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);

(xviii) all rights and defenses under any Union Agreement;

(xix) 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;

(xx) for greater certainty, any proceeds or cash equivalents recoverable or recovered pursuant to any intercompany debts solely by and between any of the Companies;

(xxi) 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;

- (xxii) the items listed in Schedule 2.01(b)(xxii);
- (xxiii) 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;
- (xxiv) 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
- (xxv) any rights or defenses in respect of any of the foregoing.

(c) Seller shall sell, transfer and assign to Canada Buyer or to its Canadian Affiliate, and Canada Buyer or its Canadian Affiliate shall purchase and assume from Seller, all the Canadian Assets (other than any Purchased Intellectual Property Assets). Seller shall sell, transfer and assign to United States Buyer or its United States Affiliate, and United States Buyer or its United States Affiliate shall purchase and assume from Seller, the Purchased Assets (other than the Canadian Assets) and the Purchased Intellectual Property Assets.

Section 2.02 Excluded Assets. Notwithstanding anything to the contrary in Section 2.01, Buyers expressly understand and agree that they are not purchasing or acquiring, and Seller expressly understands and agrees that it is not selling or assigning, the following assets and properties (the "**Excluded Assets**"):

- (a) all capital stock and/or equity interests in any Person, including the interest of RPE in the equity of Liberty Rokstad Power, LLC, a Pennsylvania limited liability company;
- (b) any privileged attorney client communications or attorney work product between Seller and its professional advisors, and any other books and records which Seller is prohibited from disclosing or transferring to Buyers under applicable Law ("**Seller Books and Records**");
- (c) the U.S. Benefit Plans and all assets under and related thereto;
- (d) the Canadian Benefit Plans and all assets under and related thereto with respect to any Person who is neither a Transferred Employee nor 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);
- (e) the rights which accrue or will accrue to Seller under the Transaction Documents;
- (f) any asset, property or right designated as an "Excluded Asset" on Schedule 2.02(e) by Buyers at the Closing; provided, however, 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 "Excluded Assets" by adding or removing any assets, properties or rights in their sole discretion from Schedule 2.02(e);

(g) subject to Section 2.01(a) and Section 2.01(b)(iv), all Contracts, Leases and Intellectual Property Agreements that do not constitute Assigned Contracts at Closing; 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 asset would otherwise be treated as a Purchased Asset hereunder; and

(h) any intercompany debts solely by and between any of the Companies excluding the proceeds or cash equivalents recoverable or recovered therefrom as set out in Section 2.01(b)(xx).

Section 2.03 Assumed Liabilities. Subject to the terms and conditions set forth herein, Buyers shall assume and agree to pay, perform and discharge when due the following liabilities and obligations (collectively, the "**Assumed Liabilities**"):

(a) all liabilities and obligations under the Assigned Contracts (i) first arising and accruing after the Closing, and (ii) not arising from or relating to any fact, circumstance, action, omission, actual or alleged breach, violation of law, tort, infringement, failure to perform, improper performance, default or dispute that occurred on or before the Closing;

(b) all liabilities or obligations under any Canadian Benefit Plan with respect only to Transferred Employees and any 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);

(c) all liabilities and obligations of Buyers or their Affiliates relating to employee benefits, compensation or other arrangements with respect to any Transferred Employee (i) first arising and accruing after the Closing, and (ii) not arising from or relating to any fact, circumstance, action, omission, actual or alleged breach, violation of law, tort, infringement, failure to perform, improper performance, default or dispute that occurred on or before the Closing;

(d) any liabilities or obligations designated an "Assumed Liability" on Schedule 2.03(d) by Buyers at the Closing; provided, however, 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 "Assumed Liability" by adding liabilities or obligations in their sole discretion on Schedule 2.03(d);

(e) all obligations to pay the Contract Cure Amounts in connection with the assumption and assignment of the Assigned Contracts at Closing; provided, however, that to the extent any Assigned Contract does not constitute an executory contract or unexpired lease subject to assumption and assignment under Section 365 of the U.S. Bankruptcy Code, if applicable, then the rights and obligations under such Assigned Contracts shall be

transferred to Buyers as part of the sale of the Purchased Assets with such rights and obligations being expressly assumed by Buyers;

(f) all accounts payable incurred by Seller on and after the date of the Receivership Order and before the Closing 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 as of Closing in the normal course on an arm's length basis; and

(g) 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.

Section 2.04 Excluded Liabilities. Notwithstanding anything to the contrary in Section 2.03 or elsewhere in this Agreement, Buyers shall not assume and shall not be responsible to pay, perform or discharge any of the following liabilities or obligations (collectively, the "**Excluded Liabilities**"):

(a) any liabilities or obligations relating to or arising out of the Excluded Assets;

(b) all liabilities and obligations of the Companies or their Affiliates or the Owners arising under or related to any Indebtedness or transaction expenses of Seller or the Companies or their Affiliates or the Owners;

(c) any liabilities or obligations of any Company or Seller arising or incurred in connection with the negotiation, preparation, investigation and performance of the Lot Bid Agreement, the Graham Transaction Documents, this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby, including, without limitation, fees and expenses of counsel, accountants, consultants, advisers and others;

(d) all liabilities or obligations under any U.S. Benefit Plan;

(e) all liabilities or obligations under any Canadian Benefit Plan with respect to any Person who is neither a Transferred Employee nor 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);

(f) any brokerage, finder's or other fee or commission in connection with the transactions contemplated by the Lot Bid Agreement, the Graham Transaction Documents, this Agreement or any other Transaction Document;

(g) any liabilities or obligations that are not Assumed Liabilities;

(h) for greater certainty, any payables pursuant to any intercompany debts solely by and between any of the Companies;

- (i) all Tax liabilities, whether or not relating to the Purchased Assets or the Business;
- (j) all obligations for payments pursuant to the KERP on and after the Closing; and
- (k) any Graham Assumed Liability.

Section 2.05 Purchase Price. The aggregate purchase price for the Purchased Assets shall be as set forth below (the "**Purchase Price**"):

- (a) the Credit Bid; *plus*
- (b) the Priority Claims, if any; *plus*
- (c) the assumption of the Assumed Liabilities.

The Priority Claims, if any, shall be paid by the Buyers as a cash payment to the Seller in an amount equal to the Priority Claims. Notwithstanding anything to the contrary in this Section 2.05, at the election of Buyers in their sole discretion, in lieu of the Credit Bid (or any portion thereof), Buyers may instead pay, by wire transfer of immediately available funds to the account designated by Seller in writing, an amount in cash equal to the dollar value of the Credit Bid (or any portion thereof) as of the Closing in full satisfaction of any obligation to Credit Bid (or such portion thereof) as a part of Purchase Price; provided, however, that, whether Buyers so elect to pay the Credit Bid (or such portion thereof) in cash in accordance with this Section 2.05, all Secured Obligations held by Buyers that were not Credit Bid as of the Closing shall thereafter continue to remain outstanding and in full force and effect, including as to recovery on account of the Secured Obligations from any such cash payment. Seller agrees that no claims administration (*i.e.*, filing, objecting to and reconciling claims) or distribution in respect of Priority Claims, if any, will occur until after the Companies are bankrupted in Canada in accordance with applicable Law.

Section 2.06 Intended U.S. Tax Treatment. For U.S. federal income Tax purposes (and applicable provisions, of state, local or non-U.S. Tax law), the parties agree that the purchase of the Purchased Assets (other than the Canadian Assets) by the United States Buyer shall be treated as a taxable transaction under Section 1001 of the Code and subject to Section 1060 of the Code (and any corresponding or similar provisions of state, local or non-U.S. Tax Law) (the "**Intended U.S. Tax Treatment**").

Section 2.07 Non-assignable Assets.

- (a) Notwithstanding anything to the contrary in this Agreement, and subject to the provisions of this Section 2.07, the BC Approval and Vesting Order and the U.S. Recognition Order, to the extent that the sale, assignment, transfer, conveyance or delivery, or attempted sale, assignment, transfer, conveyance or delivery, to Buyers of any (1) Permit would result in a violation of applicable Law, or (2) Purchased Asset would require the consent, authorization, approval or waiver of a Person who is not a party to this Agreement or an Affiliate of a party to this Agreement (including any Governmental Authority) or any release, substitution or amendment (each a "**Consent**"), and such Consent shall not have

been obtained prior to the Closing, as to each of (1) and (2) this Agreement shall not constitute a sale, assignment, transfer, conveyance or delivery, or an attempted sale, assignment, transfer, conveyance or delivery, thereof as of Closing. Instead, Seller and Buyers shall use commercially reasonable efforts, and shall cooperate with each other, to obtain or transfer, or cause to be obtained or transferred, such Permit or Purchased Asset to Buyers as soon as practicable after Closing, including obtaining, or causing to be obtained, any such required Consent as promptly as possible following the date hereof; provided, however, that neither Seller nor Buyers shall be required to pay any consideration therefor, but Seller shall pay such consideration if funded by Buyers. Once such required Consent is obtained, Seller shall sell, assign, transfer, convey and deliver to Canada Buyer and/or United States Buyer, as designated by them, the relevant Purchased Asset to which such required Consent relates for no additional consideration. Applicable sales, transfer and other similar Taxes in connection with such sale, assignment, transfer, conveyance or license shall be paid by in accordance with Section 6.08 as if it had occurred at Closing. If necessary, Seller will be appointed as trustee for the purposes of forcing the assignment of contracts pursuant to section 84.1(1) of the BIA.

(b) Notwithstanding anything to the contrary in this Agreement, to the extent that any Purchased Asset and/or Assumed Liability cannot be transferred to Buyers at the Closing pursuant to this Section 2.07 (including because such transfer is not expressly authorized by law and provided for by operation of the entry of the BC Approval and Vesting Order and U.S. Recognition Order), and Buyers reasonably determine that failure to deliver such Purchased Asset or Assumed Liability to the applicable Buyer at Closing could not have a material adverse impact on the U.S. Business or operations, Buyers and Seller shall, each acting reasonably and to the extent practicable, amend the Transition Services Agreement (which shall include an expedited timeframe to transfer the subject Purchased Asset or Assumed Liability) to provide Buyers with the benefit of their bargain and, to the extent permitted under applicable Law, the operational equivalent of the transfer of such Purchased Asset and/or Assumed Liability as if it occurred as of Closing. For greater certainty, this Section 2.07 shall not impact the validity of the Transition Services Agreement in the form exhibited hereto and as approved by the BC Approval and Vesting Order and U.S. Recognition Order.

Section 2.08 Assistance. Seller and Buyers shall use commercially reasonable efforts, and shall cooperate with each other, including providing available information, to obtain the following prior to Closing; provided, however, that neither Seller nor Buyers shall be required to pay any consideration therefor, but Seller shall pay such consideration if funded by Buyers:

(a) evidence, in a form reasonably acceptable to Buyers, of the assignment or replacement, as applicable, of any and all letters of credit and performance or other bonds posted by or on behalf of the Companies in respect of the U.S. Business;

(b) evidence, in a form reasonably acceptable to Buyers, of the assignment or cancellation, as applicable, of insurance policies in respect of the Business, as requested by Buyers. In addition, Seller shall use commercially reasonable efforts to put the existing directors and officers' liability insurance policy for the Companies into its standard and included run-off at or immediately prior to Closing for a run-off term of not less than three (3) years (provided the cost

shall not exceed CAD \$55,000 or such other amount agreed by Buyers), and Seller and Buyers agree not to amend or cancel such policy during its run-off term without the prior written consent of Seller, Buyers and Graham;

(c) all consents, notices and/or approvals required to obtain or transfer the Permits in respect of the U.S. Business; and

(d) evidence, in a form reasonably acceptable to Buyers, of the assignment of the Canadian Benefit Plans among the applicable Canadian Companies, Canada Buyer or an Affiliate thereof, as the case may be, and the insurance company responsible for the provision of services in respect of the applicable Canadian Benefit Plan.

Section 2.09 GST/HST Election. If applicable, on the Closing, Canada Buyer and each Company selling Canadian Assets shall, in respect of a sale of such Canadian Assets hereunder by any particular Company where the conditions of section 167 of the ETA are met in respect of such a sale, execute jointly an election under section 167 of the ETA to relieve the sale of the applicable Canadian Assets from GST/HST. Canada Buyer shall file any such election(s) jointly executed hereunder no later than the filing date for its GST/HST return for the reporting period in which the sale of the Canadian Assets takes place. Canada Buyer agrees to indemnify and hold each such Company harmless from and against any and all GST/HST, penalties and interest that may be suffered or incurred by such Company or may become payable by that Company arising from or in respect of any failure by that Company to collect and remit GST/HST imposed under the ETA in connection with the purchase and sale of the Canadian Assets under this Agreement.

Section 2.10 Section 22 Election. If applicable, Canada Buyer and each Company selling Canadian Assets to Canada Buyer that include accounts receivable shall elect jointly in prescribed form under section 22 of the ITA and under any similar provision of any other applicable provincial or territorial legislation as to the sale of such receivables and shall designate in such election(s) an amount equal to the portion of the Purchase Price allocated to such receivables pursuant to Section 6.06. Canada Buyer and the applicable Company shall file such election(s), along with any documentation necessary or desirable to give effect to such election(s), with the appropriate Governmental Authority within the prescribed time limits.

Section 2.11 Intentionally deleted.

Section 2.12 As is, Where is. The Buyers acknowledge and agree that the Buyers are purchasing the Purchased Assets and U.S. Business and assuming the Assumed Liabilities “as is, where is” as of the time of actual possession. Except for the representations and warranties of the Seller set out in Article IV, none of the Seller or the Companies, nor anyone on their behalf, represents or warrants the ownership, condition, sufficiency, description, quality, operability, use or state of repair of any of the Purchased Assets, U.S. Business or the Assumed Liabilities. The Buyers must satisfy themselves, and accept the Purchased Assets, U.S. Business and Assumed Liabilities on a strictly “as is, where is” basis and on the other terms of this Agreement, and upon Closing will be taking the Purchased Assets, U.S. Business and Assumed Liabilities at their own risk without any representations or warranties therefor whatsoever, whether express or implied (by operation of Law or otherwise), oral or written, legal, equitable, conventional, collateral or otherwise, and any and all conditions and warranties expressed or implied by the *Sale of Goods*

Act (British Columbia) do not apply to the sale of the Purchased Assets and U.S. Business and are hereby waived by the Buyers. If the Seller has provided the Buyers with any physical, environmental, financial or other reports or information regarding the Purchased Assets, U.S. Business or the Assumed Liabilities, and for greater certainty the Seller is under no obligation to do so, the Buyers acknowledge and agree that the Seller has not made any warranty or representation regarding such information and any use that the Buyers or others may make of such information is strictly at the Buyers' own risk.

Section 2.13 Approval of the Courts The Seller and the Buyers acknowledge that Closing is subject to the Seller obtaining the BC Approval and Vesting Order and the U.S. Recognition Order. The Seller shall apply to the BC Court to obtain a BC Approval and Vesting Order and the U.S. Court to obtain a U.S. Recognition Order. The Buyers shall forthwith provide such information and documentation as may be required by the Seller, acting reasonably, from time to time in order to facilitate the granting of the BC Approval and Vesting Order and the U.S. Recognition Order. The Buyers acknowledge that:

(a) the Seller is subject to the jurisdiction and discretion of the BC Court in respect of any further orders the BC Court may make regarding the Companies' property or the U.S. Business; and

(b) notwithstanding anything else contained in this Agreement or elsewhere, the Seller cannot guarantee that it will obtain the BC Approval and Vesting Order or the U.S. Recognition Order and such orders may not be granted by the Courts, as applicable.

ARTICLE III CLOSING

Section 3.01 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place remotely by exchange of documents and signatures (or their electronic counterparts) on the Closing Date. The Closing shall be simultaneous with the consummation of the transactions contemplated by the Lot Bid Agreement (or otherwise as mutually agreed by the parties hereto and Graham). To the extent the Closing is consummated hereunder and under the Lot Bid Agreement, Buyers shall be permitted to terminate the Stalking Horse APA without liability, obligation, charge or penalty, and the Stalking Horse APA shall be so amended. To the extent the Closing is not consummated hereunder and under the Lot Bid Agreement on or before the Outside Date, Buyers shall be permitted (in consultation with Seller) to terminate this Agreement and the Lot Bid Agreement in the name of Seller, each without liability, obligation, charge or penalty to Buyers or the Seller. In the event of termination of this Agreement or the Lot Bid Agreement, Buyers shall be permitted in their discretion to extend the Outside Date (as defined in the Stalking Horse APA) of the Stalking Horse APA one or more times for a period not to exceed three (3) weeks.

Section 3.02 Closing Deliverables.

(a) At the Closing, Seller shall deliver to Buyers the following:

(i) a certified copy of the BC Approval and Vesting Order of the BC Court;

(ii) a certified copy of the U.S. Recognition Order of the U.S. Court;

(iii) a bill of sale in a form reasonably acceptable to Buyers (the "**Bill of Sale**") and duly executed by Seller, transferring the Tangible Personal Property included in the Purchased Assets to the applicable Buyer or their Affiliate;

(iv) an assignment and assumption agreement in a form reasonably acceptable to Buyers (the "**Assignment and Assumption Agreement**") duly executed by Seller, effecting the assignment to and assumption by Canada Buyer and United States Buyer, or their Affiliate, as applicable, of the Purchased Assets and the Assumed Liabilities, including an assignment of the Assigned Contracts (other than the Leases);

(v) with respect to each Lease, an Assignment and Assumption of Lease in a form reasonably acceptable to Buyers (each, an "**Assignment and Assumption of Lease**"), duly executed by Seller and, if necessary, such Seller's signature shall be witnessed and/or notarized;

(vi) a duly executed and completed IRS Form W-9 from Seller;

(vii) the executed Transition Services Agreement;

(viii) evidence, in a form satisfactory to Buyers, acting reasonably, that all third party owned inventory of the U.S. Business being held by the Seller for the benefit of such third parties remains in possession of the Seller as of Closing, and will be available to Buyers following Closing, including confirmation of the location thereof; and

(ix) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyers, as may be required to give effect to this Agreement.

(b) At the Closing, Buyers shall deliver to Seller the following:

(i) the Purchase Price;

(ii) with respect to the Purchased Assets and the Assumed Liabilities, the Assignment and Assumption Agreement, in a form reasonably acceptable to Seller, duly executed by the applicable Buyer;

(iii) the executed Assignment and Assumption of Lease, in a form reasonably acceptable to Seller, duly executed by the applicable Buyer or its Affiliate;

(iv) the executed Transition Services Agreement; and

(v) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Seller, as may be required to give effect to this Agreement.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyers that the statements contained in this Article IV are true and correct as of the date hereof and the Closing Date.

Section 4.01 Authority of Seller. Seller, so long as the Receivership Order remains in effect and subject to the BC Approval and Vesting Order and U.S. Recognition Order, has all necessary corporate power and authority to enter into this Agreement and the other Transaction Documents to which Seller is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyers and the other parties hereto) this Agreement constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to the issuance of the BC Approval and Vesting Order and U.S. Recognition Order. When each other Transaction Document to which Seller is or will be a party has been duly executed and delivered by Seller (assuming due authorization, execution and delivery by each other party thereto), such Transaction Document will constitute a legal and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to the issuance of the BC Approval and Vesting Order and U.S. Recognition Order.

Section 4.02 Taxes.

(a) Each Company, other than RPI Opco, Rok Air and RPE, is not a non-resident of Canada for purposes of the ITA. RPI Opco, Rok Air and RPE are non-residents of Canada for purposes of the ITA.

(b) Each of the following Companies is registered for GST/HST purposes under Subdivision D of Division V of Part IX of the ETA, with the registration number indicated next to each Company:

Company	GST/HST Number
RHC	75002 3889 RT0001
RPI 2018	74952 6281 RT0001
Golden Ears	74861 7719 RT0001
PPS	74772 5513 RT0001
RP Construction	74724 0711 RT0001

Company	GST/HST Number
RP Transmission	74818 4082 RT0001
RP Prairies	74818 1880 RT0001

Section 4.03 Receivership Proceedings. On an interim basis, by order of the U.S. Court on November 22, 2024, the Receivership Proceeding was recognized by the U.S. Court as a foreign main proceeding pursuant to 11 U.S.C. § 1517, the Receivership Order was granted comity, the terms of the Receivership Order were given full force and effect in the U.S., and Seller, as foreign representative on behalf of the Companies, was granted all of the relief afforded under 11 U.S.C. § 1520.

Section 4.04 No Other Representations and Warranties. Except for the representations and warranties contained in this Article IV, neither Seller nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Seller.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYERS

Subject to the entry and continuing in full force and effect of the Settlement Approval Order, and the Buyers' rights to credit bid the Secured Obligations being and remaining in full force and effect, Buyers represent and warrant to Seller that the statements contained in this Article V are true and correct as of the date hereof and the Closing Date.

Section 5.01 Organization and Authority of Buyers. United States Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the state of Delaware. Canada Buyer is a company duly organized, validly existing and in good standing under the Laws of the Province of British Columbia.

Section 5.02 Authority of Buyer. Buyers have all necessary corporate power and authority to enter into this Agreement and the other Transaction Documents to which they are a party, to carry out their obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyers of this Agreement and any other Transaction Document to which Buyers are a party, the performance by Buyers of their obligations hereunder and thereunder and the consummation by Buyers of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Buyers. This Agreement has been duly executed and delivered by Buyers, and (assuming due authorization, execution and delivery by Seller and the other parties hereto) this Agreement constitutes a legal, valid and binding obligation of Buyers, enforceable against Buyers in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). When each other Transaction Document to which Buyers are or will be a party has been duly executed and delivered by Buyers (assuming due authorization, execution and delivery

by each other party thereto), such Transaction Document will constitute a legal and binding obligation of Buyers, enforceable against Buyers in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 5.03 No Conflicts; Consents. The execution, delivery and performance by Buyers of this Agreement and the other Transaction Documents to which they are a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) result in a violation or breach of any provision of the certificate of formation or equivalent constitutive documentation of Buyers; (b) result in a violation or breach of any provision of any Law or Governmental Order applicable to Buyers; or (c) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default under or result in the acceleration of any agreement to which either Buyer is a party, except in the cases of clauses (b) and (c), where the violation, breach, conflict, default, acceleration or failure to give notice or obtain consent would not have a material adverse effect on the ability of Buyers to consummate the transactions contemplated hereby. Other than the BC Approval and Vesting Order and the U.S. Recognition Order, no consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Buyers in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, except where the failure to make or obtain such consents, approvals, Permits, Governmental Orders, declarations, filings, or notices would not have a material adverse effect on the ability of Buyers to consummate the transactions contemplated hereby and thereby.

Section 5.04 Legal Proceedings. There are no actions, suits, claims, investigations or other legal proceedings pending or, to the knowledge of Buyers, threatened against or by Buyers or any Affiliate of Buyers that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

Section 5.05 Independent Investigation. Buyers have conducted their own independent investigation, review and analysis of the U.S. Business, the Companies and the Purchased Assets. Buyers acknowledge and agree that: (a) in making their decision to enter into this Agreement and to consummate the transactions contemplated hereby, Buyers have relied solely upon their own investigation and the express representations and warranties of Seller set forth in Article IV of this Agreement; and (b) neither Seller nor any other Person has made any representation or warranty as to Seller, the U.S. Business, the Companies, the Purchased Assets or this Agreement, except as expressly set forth in Article IV of this Agreement. Buyers acknowledge and agree that the U.S. Business, the Purchased Assets and the Assumed Liabilities are being transferred and acquired on a “where is” and, as to condition, “as is” and “with all faults” basis.

Section 5.06 Taxes. Canada Buyer is registered for GST/HST purposes under Subdivision D of Part IX of the ETA and its registration number is 74888 9227 RT0001. United States Buyer is a non-resident of Canada for purposes of the ITA and the ETA and is not registered for GST/HST purposes under Subdivision D of Part IX of the ETA.

ARTICLE VI COVENANTS

Section 6.01 Conduct of Business Prior to Closing. From the date hereof until the Closing, except as otherwise provided in this Agreement, or consented to in writing by Buyers (which consent shall not be unreasonably withheld, conditioned or delayed), subject always to the terms of the Receivership Order, Seller shall, and shall cause the Companies to, conduct the U.S. Business in the ordinary course, including paying and discharging the liabilities, and collecting (and not compromising and discounting, other than early payment discounts in the same manner as have been provided previously) accounts receivable, of the U.S. Business in accordance and consistent with past practices during the Receivership Proceeding, and maintain the Purchased Assets and operations of the U.S. Business in substantially the same or better condition as on the date hereof and in material compliance with all applicable Laws and Permits. Prior to Closing, if funded by Buyers pursuant to Receiver Certificate, Buyers may cause Seller to take steps to preserve and recover estate assets that constitute Purchased Assets including by investigating and prosecuting estate claims and causes of action.

Section 6.02 Employees and Employee Benefits.

(a) Buyers shall, or shall cause one of its Affiliates to offer employment effective on the Closing Date, to all Employees listed at Schedule C-1 to this Agreement, which may be updated by Buyers (with the cooperation of Seller) until three (3) Business Days prior to Closing to add or remove Employees therefrom. For greater certainty, the Employees to receive offers of employment from a Buyer or such Affiliate pursuant to this Section 6.02(a) shall be only those Employees who are listed at Schedule C-1 to this Agreement as of the Closing. Such offers of employment will be made in writing prior to the Closing Date. The Employees (including for certainty any unionized Employees) who (x) continue employment with a United States Buyer or such Affiliate by operation of Law, or (y) accept the offers of employment from a Buyer or such Affiliate and commence employment with a Buyer or such Affiliate as of the Closing Date, shall be the "**Transferred Employees**".

(b) Effective as of the Closing Date, a United States Buyer or the applicable Affiliate thereof shall be the employer of the unionized Employees in accordance with the terms and conditions of the applicable Union Agreement, shall assume each applicable Union Agreement and shall be the successor employer in accordance with applicable Law. The assumption of each Union Agreement by United States Buyer or the applicable Affiliate thereof shall relieve Seller and Companies of any obligations under the Union Agreements as of the time of the assumption. Seller agrees to execute documents necessary for United States Buyer to assume the Union Agreements, in a form to be approved by United States Buyer. A correct and updated list of unionized Employees is provided at Schedule C-2 to this Agreement, which shall be updated by Buyers and Seller until three (3) Business Days prior to Closing.

(c) During the period commencing on the Closing Date and ending on the date which is twelve months from the Closing (or if earlier, the date of the Transferred Employee's termination of employment with a Buyer or an Affiliate thereof), a Buyer shall,

or shall cause one of its Affiliates to, provide each Transferred Employee (excluding any Transferred Employee who is subject to any collective bargaining agreement of the Companies, which employee(s) shall be treated in accordance with the terms of such collective bargaining agreement) with: (i) base salary or hourly wages which are substantially similar or superior to the base salary or hourly wages provided by the Companies immediately prior to the Closing; (ii) target cash bonus opportunities (excluding equity and equity-based compensation), if any, which are substantially similar to the target bonus opportunities (excluding equity-based compensation) provided by the Companies immediately prior to the Closing; (iii) retirement and welfare benefits that are substantially similar, in the aggregate, to those provided by the Companies immediately prior to the Closing; and (iv) severance benefits that are substantially similar, in the aggregate, to the practice, plan or policy in effect for such type of Transferred Employee immediately prior to the Closing. For greater certainty, in no case will this Section 6.02(c) be interpreted or applied in a manner that would require or otherwise cause a breach of any applicable collective bargaining agreement governing any of the Transferred Employees.

(d) A Buyer or an Affiliate of a Buyer shall adopt a mirror plan of each of the U.S. Benefit Plans sponsored and maintained by the Companies immediately prior to the Closing Date, effective as of the Closing Date, for the benefit of any Transferred Employee who is a United States taxpayer (each a "**Buyer U.S. Benefit Plan**").

(e) With respect to any Buyer U.S. Benefit Plan for the benefit of any Transferred Employee (other than any defined benefit pension plan, equity or equity-compensation plan, retiree welfare plan and/or any non-qualified deferred compensation plan), effective as of the Closing, a Buyer shall, or shall cause its Affiliate to, recognize all service of the Transferred Employees with the Companies, as if such service were with a Buyer or an Affiliate thereof, for vesting, eligibility and level of benefit purposes; *provided, however,* such service shall not be recognized to the extent that (i) such recognition would result in a duplication of benefits or (ii) such service was not recognized under the corresponding U.S. Benefit Plan.

(f) Effective as of the Closing, the Transferred Employees who are U.S. taxpayers shall cease active participation in the U.S. Benefit Plans. The Companies shall remain liable for all eligible claims for benefits under the U.S. Benefit Plans that are incurred by the Employees prior to the Closing Date. For purposes of this Agreement, the following claims shall be deemed to be incurred as follows: (i) life, accidental death and dismemberment, short-term disability, and workers' compensation insurance benefits, on the event giving rise to such benefits; (ii) medical, vision, dental, and prescription drug benefits, on the date the applicable services, materials or supplies were provided; and (iii) long-term disability benefits, on the eligibility date determined by the long-term disability insurance carrier for the plan in which the applicable Employee participates.

(g) Effective as of Closing, Canada Buyer or an Affiliate thereof shall assume the Canadian Benefit Plans, and all Transferred Employees participating in the Canadian Benefit Plans prior to the Closing Date shall continue participation in the Canadian Benefit Plans on and after the Closing Date on substantially similar terms and conditions, in the aggregate, as were in place immediately prior to the Closing Date. For certainty, no Person

other than a Transferred Employee shall participate in the Canadian Benefit Plans after the Closing Date except (i) any employee who is retained by Seller specified to be supporting the services provided under the Transition Services Agreement (only until the earlier of such employee's termination date and the end date of the transitional service they support) or (ii) as otherwise agreed to in writing by Buyers ("**Covered Persons**"). For greater certainty, nothing herein shall be construed as preventing any third party administrator or insurer from (i) processing valid claims incurred prior to the Closing Date pursuant to the terms of the Canadian Benefit Plans in respect of Persons other than Covered Persons and (ii) transferring cash balances held on behalf of Persons other than Covered Persons out of the Canadian Benefit Plan.

(h) The applicable Buyer and Seller intend that the transactions contemplated by this Agreement should not constitute a separation, termination or severance of employment of any Employee listed at Schedule C-1 to this Agreement who accepts an employment offer by a Buyer or an Affiliate thereof that is consistent with the requirements of Section 6.02(a), including for purposes of any Benefit Plan that provides for separation, termination or severance benefits, and that each such Employee will have continuous employment immediately before and immediately after the Closing. The applicable Buyer or Affiliate shall be liable and hold Seller harmless for: (i) any statutory, common law, contractual or other termination notice or severance obligations arising after the Closing with respect to any Transferred Employee; and (ii) any claims for payment or benefits in respect of the employment of any Transferred Employee arising in connection with or following the Closing. The Companies shall retain liability for: (A) any employee who the parties have agreed is not to receive an offer of employment from a Buyer or an Affiliate thereof (such as the Owners, unless subsequently agreed); and (B) any Employee who has received an offer of employment from a Buyer or an Affiliate thereof on terms and conditions consistent with Section 6.02(a) and declines such offer. For greater certainty: (i) Seller shall be liable and hold Buyers harmless for any salary, wages, bonuses, commissions, and other compensation and benefits relating to the employment of all Transferred Employees prior to the Closing Date excluding the benefits provided to Transferred Employees and any employee who is retained by Seller specified to be supporting the services provided under the Transition Services Agreement under the Canadian Benefit Plans (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); and (ii) the Companies and Seller shall be liable and hold Buyers harmless for any salary, wages, bonuses, commissions, and other compensation and benefits relating to the employment or termination of employment of all employees who are not (or who do not become) Transferred Employees or an employee who is retained by Seller specified to be supporting the services provided under the Transition Services Agreement, including for certainty employees who the parties have agreed are not to receive an offer of employment by a Buyer or an Affiliate thereof or who receive, but do not accept, an offer of employment by a Buyer or an Affiliate thereof on terms and conditions consistent with Section 6.02(a).

(i) On or prior to the Closing Date, Seller shall terminate the employment of any employee of any Company who is not (or does not become) a Transferred Employee under this Agreement or the Lot Bid Agreement, excluding any employee who is retained by Seller specified to be supporting the services provided under the Transition Services

Agreement (including any Employee that is to become a Transferred Employee after Closing pursuant to Section 1(b) of the Transition Services Agreement).

(j) This Section 6.02 shall be binding upon and inure solely to the benefit of each of the parties to this Agreement, and nothing in this Section 6.02, express or implied, shall confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Section 6.02. Nothing contained herein, express or implied, shall be construed to establish, amend or modify any benefit plan, program, agreement or arrangement. The parties hereto acknowledge and agree that the terms set forth in this Section 6.02 shall not: (i) create any right in any Transferred Employee or any other Person to any continued employment with a Buyer or any of their Affiliates (including for any particular duration) or compensation or benefits of any nature or kind whatsoever; (ii) interfere or prohibit the right of Buyers or any of their respective Affiliates to terminate the employment or engagement of any Transferred Employee or other service provider or any Canadian Benefit Plan following the Closing; and (iii) obligate either Buyer or any of their respective Affiliates to recognize any union beyond as may be required by applicable Law.

Section 6.03 Books and Records.

(a) In order to facilitate the resolution of any claims made against or incurred by the Companies prior to the Closing, or for any other reasonable purpose, for a period of seven (7) years after the Closing, Buyers shall:

(i) retain the Books and Records (including personnel files and all records and files relating to the Canadian Benefit Plans) relating to periods prior to the Closing; and

(ii) upon reasonable notice, afford Seller's Representatives reasonable access (including the right to make, at Seller's expense, photocopies), during normal business hours, to such Books and Records.

(b) Buyers shall not be obligated to provide Seller with access to any books or records (including personnel files) pursuant to this Section 6.03 where such access would violate any Law.

(c) Seller shall not be obligated to provide Buyers with access to any books or records (including personnel files) pursuant to this Section 6.03 where such access would violate any Law.

Section 6.04 Closing Conditions. From the date hereof until the Closing, each party hereto shall use good faith efforts to take or cause to be taken such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article VII hereof, other than the conditions set out in Section 7.02(k) to Section 7.02(n) inclusive for which the Seller and Buyers shall take such actions as are set forth in Section 2.07 and Section 2.08.

Section 6.05 Public Announcements and Seller Disclosures. Unless otherwise required by applicable Law (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions

contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed), and the parties shall cooperate as to the timing and contents of any such announcement; *provided, however*, that the Buyers are at liberty to make an announcement of the transactions contemplated by this Agreement upon completion of the Closing. Notwithstanding anything to the contrary in this Agreement, the Seller shall be entitled to disclose this Agreement (excluding any schedules or exhibits absent Buyers' consent) to the Courts, to the interested parties to the Receivership Proceedings and/or the Chapter 15 Proceedings, and to any parties entitled to access in accordance with the Sale Process Procedures and to publish this Agreement on the Seller's website.

Section 6.06 Closing Allocation of Purchase Price. As soon as reasonably practicable, and in any event not later than thirty (30) days following the Closing Date, the Purchase Price shall be allocated among the Purchased Assets, and Seller and Buyers shall use good faith, commercially reasonable efforts to timely agree to such allocation in accordance with this Section 6.06.

Section 6.07 Bulk Sales Laws. The parties shall cooperate to comply with, or seek exemptions to, the provisions of any bulk sales, bulk transfer or similar Laws of any Canadian jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyers. Without limiting the generality of the foregoing, the Companies shall provide to Canada Buyer on the Closing Date, or as soon as is reasonably practicable thereafter, a certificate pursuant to Section 187 of the *Provincial Sales Tax Act* (British Columbia) or similar legislation in those jurisdictions that are applicable, indicating that the Companies have paid all provincial sales Taxes collectable or payable by the Companies up to the Closing Date or have entered into satisfactory arrangements for the payment of such Taxes. Notwithstanding the foregoing, any pre-closing Taxes remain the responsibility of Seller.

Section 6.08 Transfer Taxes. The Purchase Price and any other amounts payable by Buyers to Seller pursuant to this Agreement and the other Transaction Documents are exclusive of all transfer, documentary, GST/HST, PST, sales, retail sales, use, consumption, stamp, customs, personal property, registration, value added and other such Taxes, duties, charges and fees incurred in connection with this Agreement and the other Transaction Documents (including any real or personal property transfer Tax and any other similar Tax) ("**Transfer Taxes**"). If Seller is required by applicable Laws to collect any Transfer Taxes from Buyers in connection with any amount payable by Buyers pursuant to this Agreement and the other Transaction Documents, Buyers shall timely pay such Transfer Taxes to Seller, unless Buyers qualify for an exemption from such applicable Transfer Taxes, in which case Buyers shall, in lieu of payment of the applicable Transfer Taxes to Seller, deliver to Seller such certificates, elections or other documentation required by applicable Laws and prepared to the satisfaction of Seller, acting reasonably, to substantiate and effect the exemption claimed by Buyers. Seller shall remit all Transfer Taxes paid to Seller pursuant to this Section 6.08 to the relevant governmental authority in accordance with applicable Laws. The parties hereto shall make commercially reasonable efforts to cooperate to minimize any Transfer Taxes payable, including to seek any applicable exemptions and preparing such certificates, elections or other documentation to substantiate and effect such exemptions.

Section 6.09 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents,

instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents. Without limitation of the foregoing, Seller shall take any further actions and execute and deliver any documentation required for the transfer to Buyers and/or registration by Buyers of the names "Rokstad" or "Rok" as used in the Business.

Section 6.10 Taxes.

(a) All Tax sharing agreements or similar agreements with respect to or involving any Company shall be terminated as of the Closing Date and, after the Closing Date, none of the Companies shall be bound thereby or have any liability thereunder.

(b) Any refund of Taxes is a Purchased Asset, and whether received by or credited to the account of a Company in respect of any period ending after, on or prior to the Closing Date (a "**Refund**"), the Company shall pay the amount of the Refund to the relevant Buyer, after deduction of an amount equal to the amount of Taxes, if any, to which the recipient Company would be subject as a result of the receipt or crediting of such Refund.

Section 6.11 Disclosed Personal Information. Buyers have collected Disclosed Personal Information prior to the Closing only as necessary for purposes related to the transactions contemplated by this Agreement, including in connection with its investigations of the U.S. Business, the Companies, and their respective properties and assets, and shall not disclose Disclosed Personal Information to any Person other than to its representatives who are evaluating and advising on the transactions contemplated by this Agreement.

Section 6.12 ERISA. The parties intend to comply with section 4204(a) of ERISA, to the extent applicable, and to take any other action required or desirable, so that no withdrawal liability under ERISA is imposed upon Seller or Buyers as a result of this transaction or any subsequent action or omission of Buyers or any affiliate of Buyers. To that end, to the extent necessary to satisfy section 4204 of ERISA, Buyers agree and covenant: (i) to contribute to each U.S. Business multiemployer plan, as defined in Section 3(37) of ERISA ("**Multiemployer Plan**"), for substantially the same number of contribution base units, as defined in Section 4001(a)(11) of ERISA, for which Seller was obligated to contribute in connection with the Transferred Employees; and (ii) unless a variance or waiver is in effect pursuant to Section 4204(c) of ERISA, to provide to and for the benefit of the Multiemployer Plan, for the five plan years commencing with the first plan year to begin after the Closing Date (the "**Surety Period**"), either a bond issued by a corporate surety company that is an acceptable surety for purposes of Section 412 of ERISA, a letter of credit or an amount held in escrow by a bank or similar financial institution, in either case in an amount equal to the greater of (A) the average annual contribution that Seller was required to make in connection with the Transferred Employees for the three plan years preceding the plan year in which the Closing Date occurs, or (B) the annual contribution that Seller was required to make in connection with the Transferred Employees for the plan year preceding the plan year in which the Closing Date occurs, which bond, letter of credit or such amount held in escrow shall be paid to the Multiemployer Plan if, at any time during the Surety Period, Seller, or any successor in interest thereto, withdraws from the Multiemployer Plan or fails to make any contribution to the Multiemployer Plan when due. If a variance or waiver is not in

effect pursuant to Section 4204(c) of ERISA, Seller shall deliver to the Multiemployer Plan by the first day of the plan year following the Closing Date, with copies to Seller, either the bond or evidence of the establishment of an escrow described in the preceding sentence. If Buyers or any successor in interest thereto shall withdraw from the Multiemployer Plan in either a complete or partial withdrawal, as such terms are used in Sections 4203 and 4205 of ERISA, and withdrawal liability is imposed under Section 4201 of ERISA, Seller agrees that Buyers shall be secondarily liable to the Multiemployer Plan for any withdrawal liability that it would have had to the Multiemployer Plan in the absence of Section 4204 of ERISA. The parties will reasonably cooperate in obtaining a variance from the requirements of sections 4204(a)(1)(B) and 4204(a)(1)(C) of ERISA, and Buyers agree to prepare and submit the request for such variance to the Multiemployer Plan. To the extent that any obligation is imposed on Buyers herein, Buyers agree to require their successors in interest and assigns to specifically assume and accept the obligations assumed by Buyers under this Section.

Section 6.13 Seller's Obligations. From the date hereof until the Closing Date, Seller agrees to perform or comply, as applicable, with the following obligations: give, or cause to be given, to the Buyers, and their Representatives, reasonable access during normal business hours to the Purchased Assets and the U.S. Business, including the Books and Records, to conduct such investigations, inspections, surveys or tests thereof and of the financial and legal condition of the U.S. Business and the Purchased Assets as Buyers reasonably deem necessary or desirable to further familiarize themselves with the U.S. Business and the Purchased Assets. Without limiting the generality of the foregoing:

(a) the Buyers and their representatives shall be permitted reasonable access during normal business hours to all documents relating to information scheduled or required to be disclosed under this Agreement and to the Employees; and (b) the Buyers and their representatives shall be permitted to contact and discuss the transactions contemplated herein with Governmental Authorities and the Companies' customers, vendors, management and contractual counterparties. Such investigations, inspections, surveys and tests shall be carried out at the Buyers' sole and exclusive risk and cost, during normal business hours, and without undue interference with the Companies' operations and the Seller shall co-operate reasonably in facilitating such investigations, inspections, surveys and tests and shall furnish copies of all such documents and materials relating to such matters as may be reasonably requested by or on behalf of the Buyers; and

(b) not (i) sell, convey, transfer, lease, assign, or otherwise dispose of or impair any properties or assets of the Companies other than (A) in the ordinary course of business or (B) in accordance with the BC Approval and Vesting Order and U.S. Recognition Order and the Graham Closing; (ii) purchase, lease or otherwise acquire (by merger, exchange, consolidation, acquisition of stock or assets or otherwise) any assets or properties, other than in the ordinary course of business; (iii) purchase or acquire any indebtedness, debt securities or equity securities of any Person to finance the Receiver's receivership other than from Buyers pursuant to the Receiver's Certificate; (iv) make any loans or advances to, or investments in, any Person, other than in the ordinary course of business; (v) (A) cause any of the Companies to merge with or into, or consolidate or amalgamate with, any other Person, or (B) permit any other Person to merge with or into, or consolidate or amalgamate with, any of the Companies; or (vi) split, combine or reclassify any of the Companies' respective interests, or declare, set aside or pay any dividend or

other distribution payable in cash, stock, property or otherwise with respect to any of the Companies' respective interests.

Section 6.14 Closing Certificate. The parties hereby acknowledge and agree that the Seller shall be entitled to file with the Courts a certificate, substantially in the form attached to the BC Approval and Vesting Order (the “**Closing Certificate**”) upon receiving written confirmation from the Buyers that all conditions to Closing have been satisfied or waived. The Seller shall have no liability to the Buyers or any other Person as a result of the filing of the Closing Certificate.

ARTICLE VII CONDITIONS TO CLOSING

Section 7.01 Conditions to Obligations of All Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of the following conditions:

(a) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect, continues in effect until the Outside Date and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

(b) The Graham Closing shall be simultaneous with the Closing of this Agreement, unless the parties hereto and Graham agree otherwise.

Section 7.02 Conditions to Obligations of Buyers. The obligations of Buyers to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyers' waiver, at or prior to the Closing, of each of the following conditions:

(a) All Milestones shall have been satisfied by their respective dates.

(b) The Closing Date shall not be later than the Outside Date.

(c) The representations and warranties of Seller contained in Article IV shall be true and correct in all material respects as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date).

(d) Seller shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the Closing Date.

(e) Except for the commencement of the Chapter 15 Proceeding and the Receivership Proceeding, there shall have been no Material Adverse Effect.

(f) Seller shall have delivered to Buyer duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in Section 3.02(a).

(g) Buyers shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Seller, that each of the conditions set forth in Section 7.02(c) and Section 7.02(d) have been satisfied.

(h) The requisite steps, as determined by Buyers acting reasonably, have been taken to satisfy section 4204 of ERISA and transfer the US multiemployer pension plan to U.S. Buyer without triggering any withdrawal liability.

(i) The Settlement Approval Order and Buyers' rights to credit bid the Secured Obligations shall be and remain in full force and effect.

(j) Each of the BC Approval and Vesting Order and the U.S. Recognition Order shall have become a Final Order.

(k) Evidence, in a form reasonably acceptable to Buyers, of the assignment or replacement, as applicable, of any and all performance or other material bonds posted by or on behalf of the Companies in respect of the U.S. Business shall have been obtained or effected.

(l) Evidence, in a form reasonably acceptable to Buyers, of the assignment or cancellation, as applicable, of material insurance policies in respect of the U.S. Business, as requested by Buyers, shall have been obtained or effected.

(m) All consents, notices and/or approvals required to obtain or transfer the Permits in respect of the U.S. Business where the failure to obtain or transfer such Permits would have a material adverse impact on the operations of the U.S. Business, shall have been obtained.

(n) Evidence, in a form reasonably acceptable to Buyers, of the assignment of the Canadian Benefit Plans among the applicable Companies, Canada Buyer or an Affiliate thereof, as the case may be, and the insurance company responsible for the provision of services in respect of the applicable Canadian Benefit Plan shall have been obtained or effected.

Section 7.03 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Seller's waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of Buyers contained in Article V shall be true and correct in all material respects as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date).

(b) Buyers shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the Closing Date.

(c) Buyers shall have delivered to Seller the Purchase Price (or documentation thereof evidencing the cancellation of the Credit Bid (or payment in cash in lieu in accordance with Section 2.05), funds in the amount of the Priority Claims, if any, and the assumption of the Assumed Liabilities), duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in Section 3.02(b).

(d) Seller shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of each Buyer, that each of the conditions set forth in Section 7.03(a) and Section 7.03(b) have been satisfied.

(e) Each of the BC Approval and Vesting Order and the U.S. Recognition Order shall have been granted.

ARTICLE VIII TERMINATION

Section 8.01 Termination. This Agreement will be automatically terminated if the Lot Bid Agreement is terminated prior to the Outside Date. In addition, this Agreement may be terminated at any time prior to Closing:

(a) by the mutual written consent of Seller and Buyers;

(b) by Buyers by written notice to Seller if:

(i) Buyers are not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VII and such breach, inaccuracy or failure has not been waived by the Buyers or cured by Seller on or prior to the Outside Date;

(ii) any of the conditions set forth in Section 7.01 or Section 7.02 shall not have been fulfilled by the Outside Date, unless such failure shall be due to the failure of Buyers to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing;

(iii) the U.S. Court appoints a trustee or an examiner with expanded powers in the Chapter 15 Proceedings, the U.S. Court dismisses the Chapter 15 Proceedings, or a case under Chapter 7 or 11 of the U.S. Bankruptcy Code is commenced in respect of any of the Companies, or if the BC Court enters an order dismissing the Receivership Proceeding;

(iv) Seller withdraws or ceases to prosecute entry of either the BC Approval and Vesting Order or the U.S. Recognition Order; or

(v) any Milestone is not satisfied by the specified date or such dates as otherwise agreed to by the Seller and the Buyers.

(c) by Seller by written notice to Buyers if:

(i) Seller is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VII and such breach, inaccuracy or failure has not been waived by the Seller or cured by the Buyers on or prior to the Outside Date; or

(ii) any of the conditions set forth in Section 7.01 or Section 7.03 shall not have been fulfilled by the Outside Date, unless such failure shall be due to the failure of Seller to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing.

(d) by Buyers or Seller in the event that:

(i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited; or

(ii) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall remain in force and effect until the Outside Date.

Section 8.02 Effect of Termination. In the event of the termination of this Agreement in accordance with this Article, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except:

(a) that the rights and obligations set forth in the last sentence of Section 2.05, Section 3.01, this Article VIII and Article IX hereof shall survive termination; and

(b) that nothing herein shall relieve any party hereto from liability for any intentional breach of any provision hereof.

Section 8.03 Intentionally deleted.

**ARTICLE IX
MISCELLANEOUS**

Section 9.01 Intentionally deleted.

Section 9.02 Name Winddown. Within thirty (30) days following the Closing, Seller shall cause each of the Companies to formally change its legal entity name to remove any reference to the words "Rokstad" or "Rok" or any confusingly similar reference, in each case, in accordance with the law of the jurisdiction of its formation or incorporation.

Section 9.03 Expenses. Except as otherwise expressly provided herein (including Section 6.08 hereof), all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

Section 9.04 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission and receipt) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid, each with a copy by email as provided below. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 9.04):

If to Seller:

FTI Consulting Canada Inc., in its capacity as
court-appointed receiver of the Companies

E-mail: tom.powell@fticonsulting.com /
Craig.Munro@fticonsulting.com
Attention: Thomas Powell / Craig Munro

with a copy to:

Osler, Hoskin & Harcourt LLP
Suite 300, Bentall Four
1055 Dunsmuir Street
Vancouver, BC V7X 1K8

E-mail: mbuttery@osler.com /
epaplowski@osler.com
Attention: Mary Buttery / Emily Paplawski

Pachulski Stang Ziehl & Jones LLP
One Sansome St, Ste 3420
San Francisco, CA 94104

E-mail: dgrassgreen@pszjlaw.com /
sgolden@pszjlaw.com
Attention: Debra Grassgreen / Steven Golden

If to Buyers:

1501841 B.C. Ltd.

Stellex Power Line OpCo LLC

900 Third Avenue

New York, NY 10022

E-mail: ikrasik@stellexcapital.com
Attention: Irina Krasik

with a copy to:

Blake, Cassels & Graydon LLP

1133 Melville St #3500,

Vancouver, BC V6E 4E5

E-mail: peter.bychawski@blakes.com /
kelly.bourassa@blakes.com

Attention: Peter Bychawski / Kelly Bourassa

Greenberg Traurig, LLP
One Vanderbilt Avenue
New York, NY 10017
E-mail: pinkaso@gtlaw.com
Attention: Oscar N. Pinkas

Section 9.05 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation;" (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or

rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

Section 9.06 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 9.07 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 9.08 Entire Agreement. This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents and the Exhibits (other than the BC Approval and Vesting Order and U.S. Recognition Order), the statements in the body of this Agreement will control. In the event of any inconsistency between the statements in the body of this Agreement, the other Transaction Documents or the Exhibits (other than the BC Approval and Vesting Order and U.S. Recognition Order), the statements in the BC Approval and Vesting Order and U.S. Recognition Order will control. In the event of any inconsistency between the statements in the BC Approval and Vesting Order and the U.S. Recognition Order, the statements in the BC Approval and Vesting Order will control.

Section 9.09 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party hereto may assign its rights or obligations hereunder without the prior written consent of the other parties; provided, however, that (a) either Buyer may assign any or all of its rights or obligations hereunder to its Affiliate or in connection with any assignment by such Buyer of any or all of such Buyer's right, title, interest in and to the Secured Obligations or any related documentation to any Person, and (b) Canada Buyer may assign any or all of its rights or obligations hereunder to any Person legally domiciled in Canada or any province or territory thereof.

Section 9.10 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 9.11 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in

writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 9.12 Governing Law. THIS AGREEMENT AND ANY CLAIM, CAUSE OF ACTION, CONTROVERSY OR DISPUTE (WHETHER IN CONTRACT, TORT, EQUITY, STATUTE OR OTHERWISE) ARISING UNDER, BASED UPON OR RELATED IN ANY WAY TO THIS AGREEMENT, THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS AGREEMENT (INCLUDING ANY CLAIM, CAUSE OF ACTION, ACTION, CONTROVERSY OR DISPUTE ARISING UNDER, BASED UPON OR RELATED IN ANY WAY TO ANY REPRESENTATION OR WARRANTY MADE IN OR IN CONNECTION WITH THIS AGREEMENT, OR AS AN INDUCEMENT TO ENTER INTO THIS AGREEMENT), THE RELATIONSHIP AND/OR DEALINGS OF THE PARTIES, THE PROPOSED TRANSACTION AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER OR RELATED IN ANY WAY TO THE FOREGOING (A "**DISPUTE**"), SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF BRITISH COLUMBIA AND THE FEDERAL LAWS OF CANADA AS APPLICABLE THEREIN, PROVIDED THAT WHERE IT IS NECESSARY TO APPLY U.S. LAW EXCLUSIVELY TO A PARTICULAR DISPUTE, SUCH DISPUTE SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE APPLICABLE FEDERAL U.S. LAWS, IF APPLICABLE AND CONTROLLING, AND THE LAWS OF THE STATE OF DELAWARE WHERE FEDERAL U.S. LAW IS NOT CONTROLLING LAW.

Section 9.13 Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HEREBY WAIVES SUCH PERSON'S RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY DISPUTE AND ANY DISPUTE RELATING TO A TRANSACTION DOCUMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SCOPE OF THE FOREGOING WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES UNDER THIS AGREEMENT OR THE TRANSACTION DOCUMENTS THAT MAY BE FILED IN ANY COURT. THIS SECTION 9.13 HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH OF THE PARTIES HEREBY FURTHER REPRESENTS AND WARRANTS THAT SUCH PERSON HAS REVIEWED THIS WAIVER WITH SUCH PERSON'S LEGAL COUNSEL, AND THAT SUCH PERSON KNOWINGLY AND VOLUNTARILY WAIVES SUCH PERSON'S JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 9.13 WITH ANY COURT AS

WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

Section 9.14 Jurisdictions. Each of the parties hereto hereby agrees that the BC Court located in the City of Vancouver, British Columbia will have exclusive jurisdiction for the adjudication of any and all disputes or controversies arising out of or relating directly or indirectly to this Agreement or any Transaction Document unless the issues in dispute are exclusively controlled by U.S. Law pursuant to Section 9.12, and in such instance the courts located in the State of Delaware will have exclusive jurisdiction for the adjudication of any and all disputes or controversies arising out of or relating directly or indirectly to this Agreement or any Transaction Document.

Section 9.15 Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties hereto shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 9.16 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 9.17 Non-recourse. This Agreement may only be enforced against, and any claim, action, suit, or other legal proceeding based upon, arising out of, or related to this Agreement, or the negotiation, execution or performance of this Agreement, may only be brought against the entities that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. No past, present or future director, officer, employee, incorporator, manager, member, partner, stockholder, Affiliate, agent, attorney or other Representative of any party hereto or of any Affiliate of any party hereto, or any of their successors or permitted assigns, shall have any liability for any obligations or liabilities of any party hereto under this Agreement or for any claim, action, suit or other legal proceeding based on, in respect of or by reason of the transactions contemplated hereby.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their duly authorized representatives.

FTI CONSULTING CANADA INC., solely in its capacity as court-appointed receiver 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, and not in its personal or corporate capacity

By:



Name: Deryck Helkaa

Title: Senior Managing Director

1501841 B.C. LTD.

By:

Name: _____

Title:

STELLEX POWER LINE OPCO LLC

By:

Name: _____

Title:

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their duly authorized representatives.

FTI CONSULTING CANADA INC., solely in its capacity as court-appointed receiver 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, and not in its personal or corporate capacity

By: _____
Name:
Title:

1501841 B.C. LTD.

DocuSigned by:
Irina Krasik
By: _____
Name: Irina Krasik
Title: Authorized Signatory

STELLEX POWER LINE OPCO LLC

DocuSigned by:
Irina Krasik
By: _____
Name: Irina Krasik
Title: Authorized Signatory

Schedules
See attached.


SCHEDULE A**Intellectual Property Assets****Registered Domains**

Domain	Owner	Expiration Date
Rokstad.online	Private Registration	TBD
Rokstad.us	Private Registration	TBD
Rokstadpower.ca	Private Registration	TBD
Rokstadpower.co	Private Registration	TBD
Rokstadpower.com	Private Registration	TBD
Rokstadpower.info	Private Registration	TBD
Rokstadpower.net	Private Registration	TBD
Rokstadpower.org	Private Registration	TBD
Rokstadpowercorp.ca	Private Registration	TBD
Rokstadpowercorp.com	Private Registration	TBD
Rokstadpowercorp.net	Private Registration	TBD

Registered Social Media Accounts

Social Media Platform	URL
Instagram	https://www.instagram.com/rokstadpower
Facebook	https://www.facebook.com/RokstadPowerCorp/
YouTube	https://www.youtube.com/@rokstadpower7492
Twitter/X	https://x.com/rokstadpower
LinkedIn	https://www.linkedin.com/company/rokstad-power

Unregistered Trademarks

Trademark	Owner	Status
Rokstad Power (word mark)	Rokstad Power	Unfiled
Rokstad (word mark)	Rokstad Power	Unfiled
ROKSTAD (design logo)	Rokstad Power	Unfiled
 (design logo)	Rokstad Power	Unfiled

Other Proprietary Intellectual Property

1. Rok Flow Software Program
 - a. Performs various software functions for the Company including billing project management
2. Other Rok-branded Software Programs
3. Customized Candy Software Program
4. Trade Secrets: Customer Lists, Pricing Information, Proprietary business practices, goodwill, data.

SCHEDULE B**Assigned Contracts****Bonds and Related Cash Deposits**

- (1) 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.

Equipment Leases

- (2) Loan & Security Agreement #191394, dated as of January 4, 2022, by and between Custom Truck Capital and Rokstad Power Inc. (as amended).
- (3) Corporate Guaranty (Agreement #191934), dated as of January 4, 2022, by and between Rokstad Power Inc., Custom Truck Capital, and Rokstad Power (2018) Ltd.
- (4) Corporate Guaranty (Agreement #191934), dated as of January 4, 2022, by and between Rokstad Power Inc., Custom Truck Capital, Rokstad Holdings Corporation.
- (5) 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:
 - 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.
 - 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.
- 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.

- (6) 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:
- 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.
- (7) The following Equipment Leases and Guaranties with Altec Capital Services, LLC:
- 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.
- (8) 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.
- (9) Retail Installment Sale Contract Simple Finance Charge, dated as of July 27, 2020, by and between Rokstad Power Inc. and Dave Smith Motors.
- (10) The following Lease Agreements with Ally Bank Lease Trust and Ally Financial Lease Trust:
- 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.

- (11) 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.
- (12) Rental contract with Global Rental for the US operations.
- (13) All equipment lease agreements entered into by Rokstad Power with Premier Truck Holdings Ltd.

Property Leases

- (14) Land Lease Agreement, dated as of May 1, 2023, by and between WJ Real Estate #1 and Rokstad Power.
- (15) Lease, dated as of June 15, 2023, by and between Waikapu Properties, LLC, and Rokstad Power Inc.
- (16) Sublease Agreement, dated as of March 1, 2023, by and between MANA Construction Inc. and Rokstad Power Inc.
- (17) Commercial Lease Agreement, dated as of August 1, 2024, by and between Deborah J. Turman and Rokstad Power Inc.
- (18) Sublease Agreement, dated June 7, 2022, by and between Dunlap-Stone University, Inc. and Rokstad Power Inc.
- (19) Agreement with Hard Drive Holdings, LLC.
- (20) Lease Agreement, dated August 6, 2024, by and between Select Water Solutions, LLC. and Rokstad Power Inc.
- (21) Lease Agreement, dated as of August 6, 2024, by and between Veterans of Foreign Wars and Rokstad Power Inc.
- (22) Net Lease, dated July 18, 2022, by and between Merritt-091, LLC and Rokstad Power (East) Inc.
- (23) Sublease Agreement, dated March 1, 2023, by and between Merritt Properties and Rokstad Power (East) Inc.
- (24) 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.
- (25) Subordination, non disturbance and attornment agreement, by and between Bankers Trust Company, CAM Investment 353 LLC and Rokstad Power Inc.

IT Services Agreements

- (26) Verizon Online Terms of Service for Verizon Internet and Value Added Services, with Verizon Online LLC.
- (27) Master Service Agreement, undated, by and between Sherweb Inc. and Rokstad Power.

- (28) Datto Siris 2: SP5000 Statement of Work, dated as of September 22, 2014, by and between Rokstad Power Corp. and DigiFX Networks Inc.
- (29) CCS Candy Cloud Hosted Services Agreement, dated as of June 2, 2019, with Candy Software.
- (30) Product Order Form, dated as of January 22, 2022, by and between Rokstad Power and Darktrace.
- (31) Darktrace Master Services Agreement, dated as of January 22, 2024, by and between Darktrace Holdings Limited and Rokstad Power.
- (32) 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.
- (33) Enterprise Software Subscription Agreement, undated, by and between Rarestep, Inc., (d/b/a Fleetio) and Rokstad Power.
- (34) Samsara License Agreement, dated as of April 12, 2024, by and between Samsara Inc. and Rokstad Power.
- (35) 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.
- (36) Annual Maintenance Agreement, dated as of May 28, 2019, by and between Compton Office Machine Co. and Rokstad Power.
- (37) Master Subscription Agreement, dated as of December 6, 2013, by and between ToolWatch Corporation and Rokstad Power Corporation.
- (38) Software License Agreement, dated as of May 27, 2023, by and between HSI and Rokstad Power.
- (39) Subscription Agreement, dated as of September 1, 2020, by and between SignUp Software AB and Rokstad Power (2018) Ltd.
- (40) 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.
- (41) All Equipment Lease Agreements by and between Office Business Solutions, L.L.C and Rokstad Power Inc.
- (42) All Commercial Lease Agreements, by and between Dell Financial Services Canada Limited and RPC Limited Partnership.
- (43) Encodian Online Products agreement and all related and ancillary contracts.

Customer Agreements and JV Agreements

- (44) 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.
- (45) PECO (Philadelphia Electric Company) Blanket.
- (46) 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.
- (47) 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.
- (48) Blanket Purchase Order, effective as of December 12, 2023, by and between Baltimore Gas & Electric Co. and Rokstad Power (East), Inc.
- (49) Exelon Global Terms and Conditions for Materials and Services, by and between Rokstad Power (East), Inc. and Exelon Business Services Company, LLC.
- (50) 2022 Distribution line RFP Master Services Agreement, dated as of April 1, 2023, by and between Rokstad Power Inc. and Southern California Edison Company.
- (51) Contract Letter to Contract No. 20006340, dated as of December 1, 2021, by and between American Electric Power Service Corporation and Rokstad Power Inc.
- (52) Contract Letter to Contract No. 20006561, dated as of February 1, 2022, by and between Electric Transmission Texas, LLC and Rokstad Power Inc.
- (53) Contract Instrument For Contract No. 20006340, dated as of May 30, 2024, by and between Southwestern Electric Power Company and Rokstad Power Inc.
- (54) Contract Instrument For Contract No. 20006340, dated as of June 5, 2024, by and between Southwestern Electric Power Company and Rokstad Power Inc.
- (55) Contract Instrument For Contract No. 20006340, dated as of June 28, 2024, by and between Southwestern Electric Power Company and Rokstad Power Inc.
- (56) Contract Instrument For Contract No. 20006340, dated as of May 1, 2024, by and between Southwestern Electric Power Company and Rokstad Power Inc.
- (57) Contract for Labor and Material, dated as of June 1, 2023, by and between Consumers Energy Company and Rokstad Power Inc.
- (58) American Electric Power AEP General Terms and Conditions for Labor and Services, dated as of May 2021.
- (59) American Electric Power Service Corporation Contract No. 20006340.
- (60) American Electric Power Service Corporation Contract No. 20006561.
- (61) Emergency Restoration Agreement, dated as of September 13, 2013, by and between Puget Sound Energy and Rokstad Power.

- (62) Contract, dated as of February 21, 2023, by and between DTE Electric Company and Rokstad Power Inc.
- (63) Contract, dated as of June 5, 2023, and its correlating Statements of Work, by and between Florida Power & Light Company and Rokstad Power Inc.

Collective Bargaining Agreements

- (64) 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.
- (65) 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).
- (66) 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
- (67) 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.
- (68) 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.
- (69) 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.
- (70) 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.
- (71) 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.

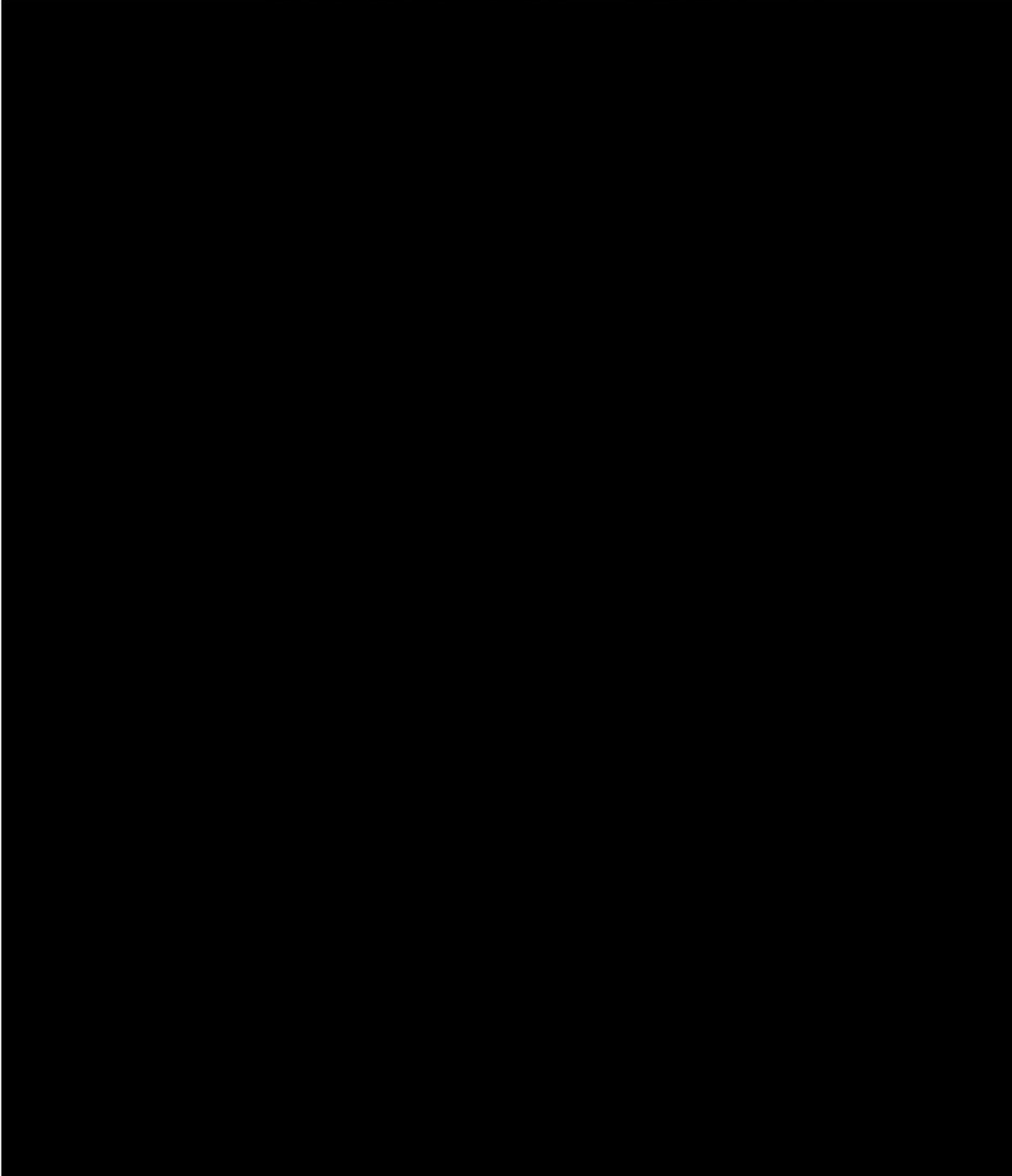
Payroll

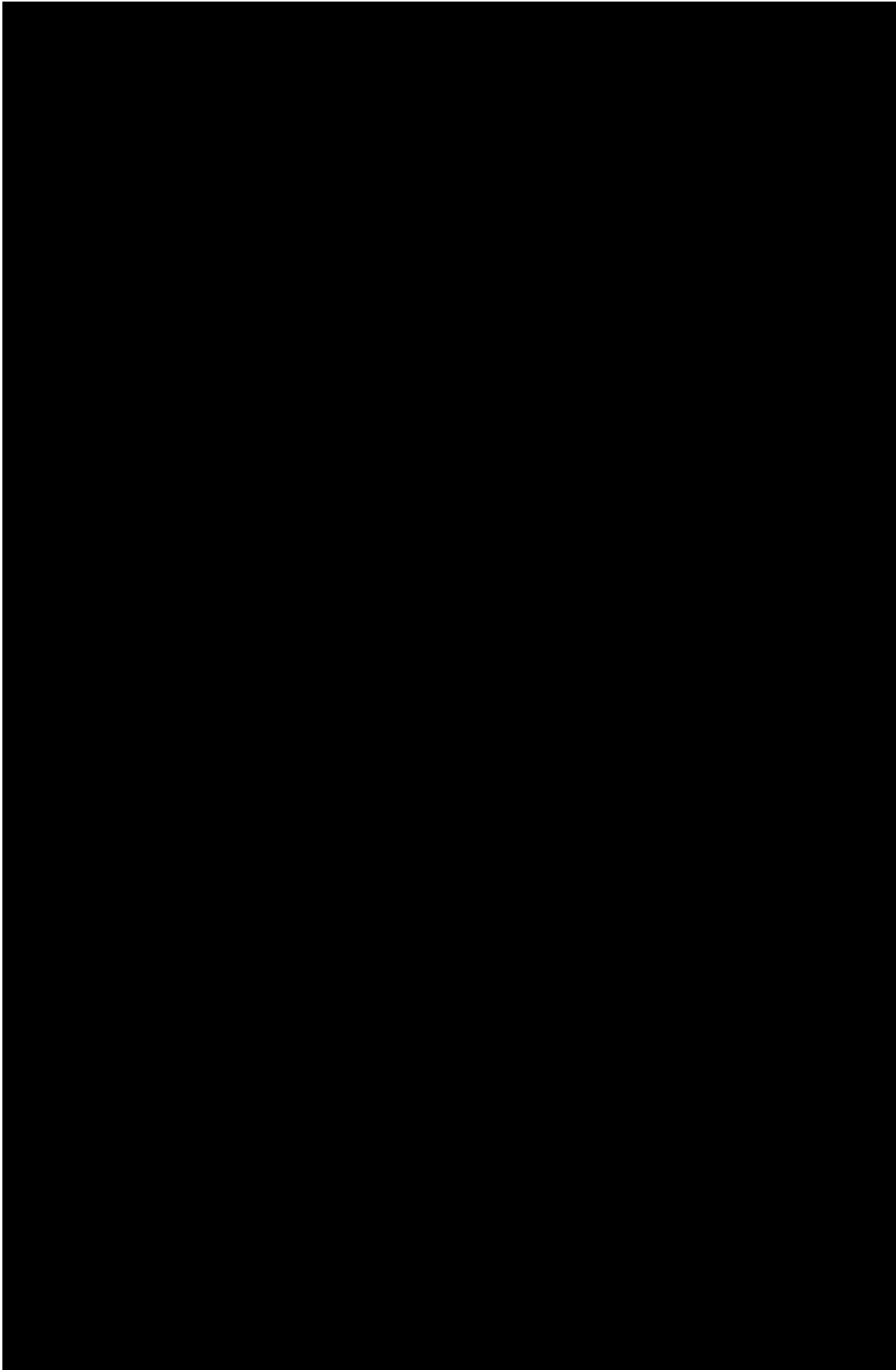
- (72) All payroll processing agreements by and between ADP and Rokstad Power.

SCHEDULE C-1

Non-Unionized Employee List

Employees – US:

Name	Role	Date (y/m/d)	Location
			





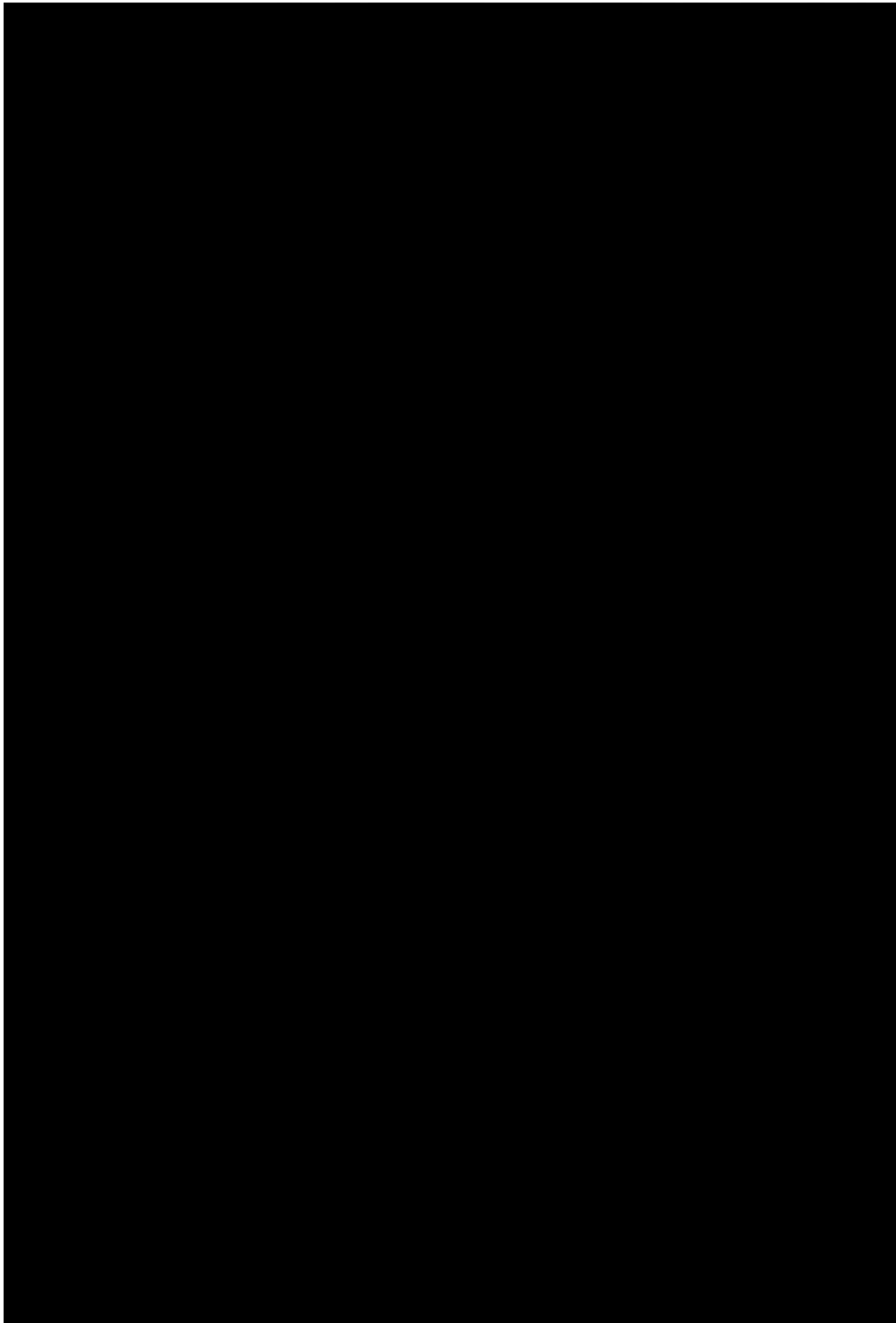
Employees – Canada:

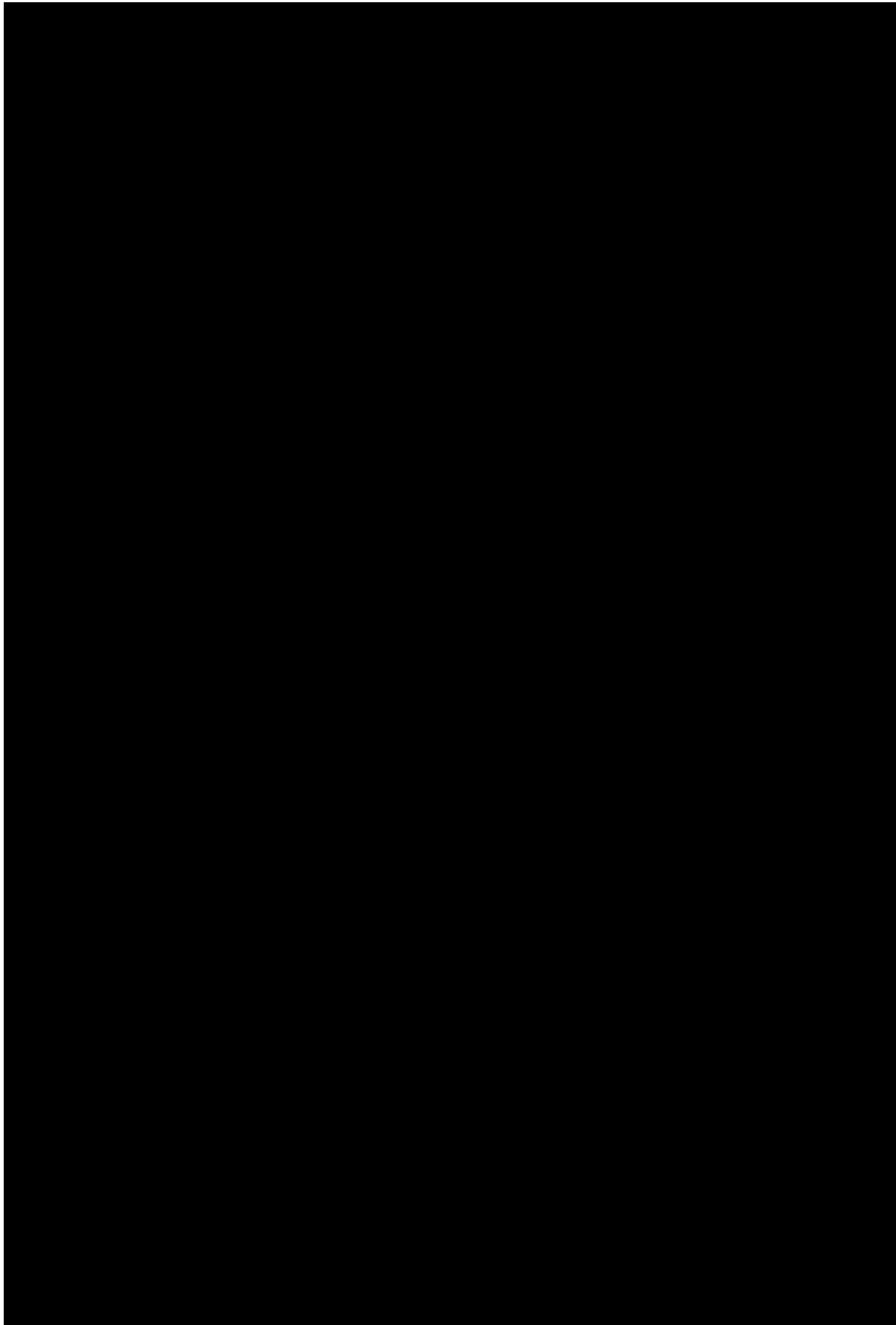
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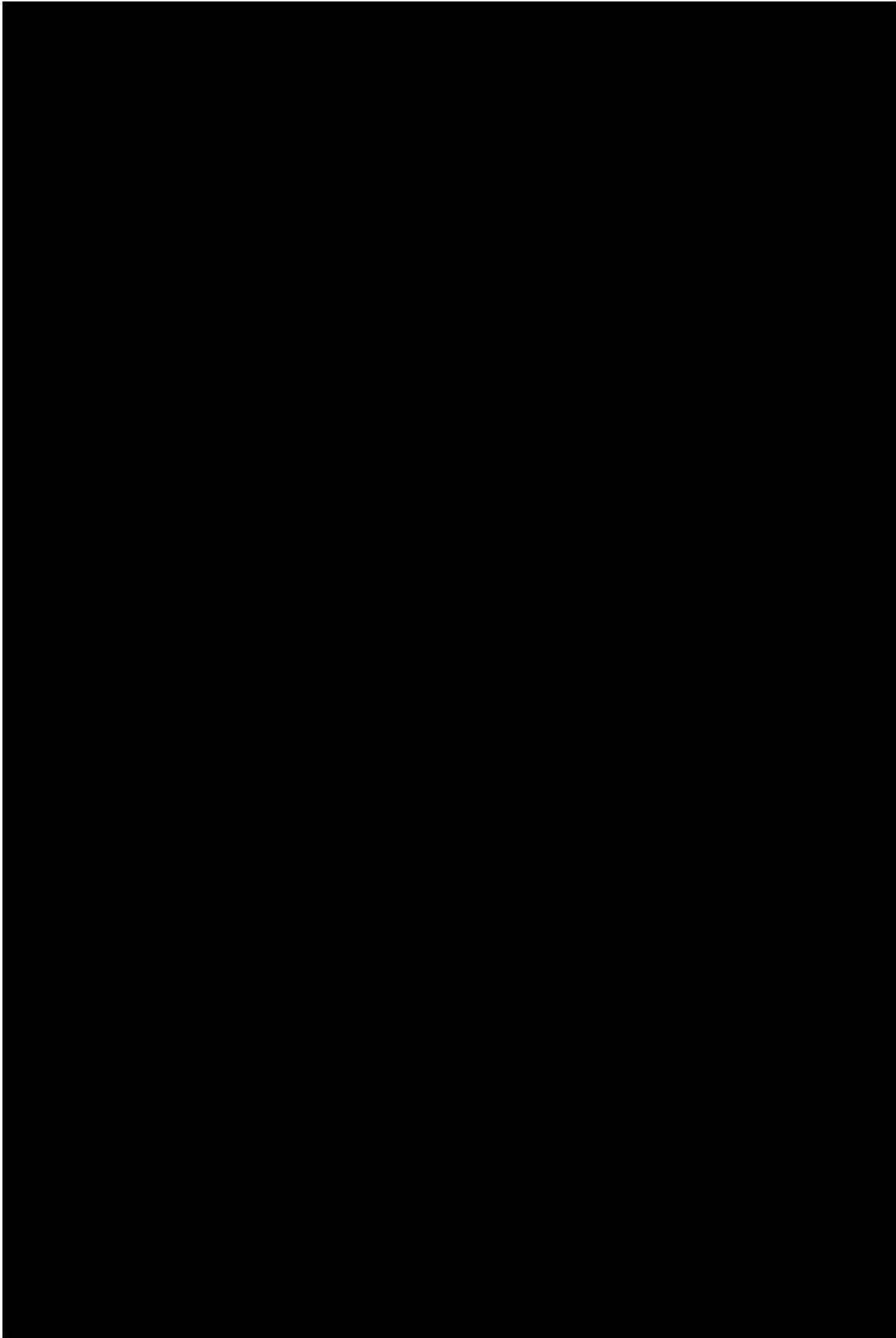
SCHEDULE C-2

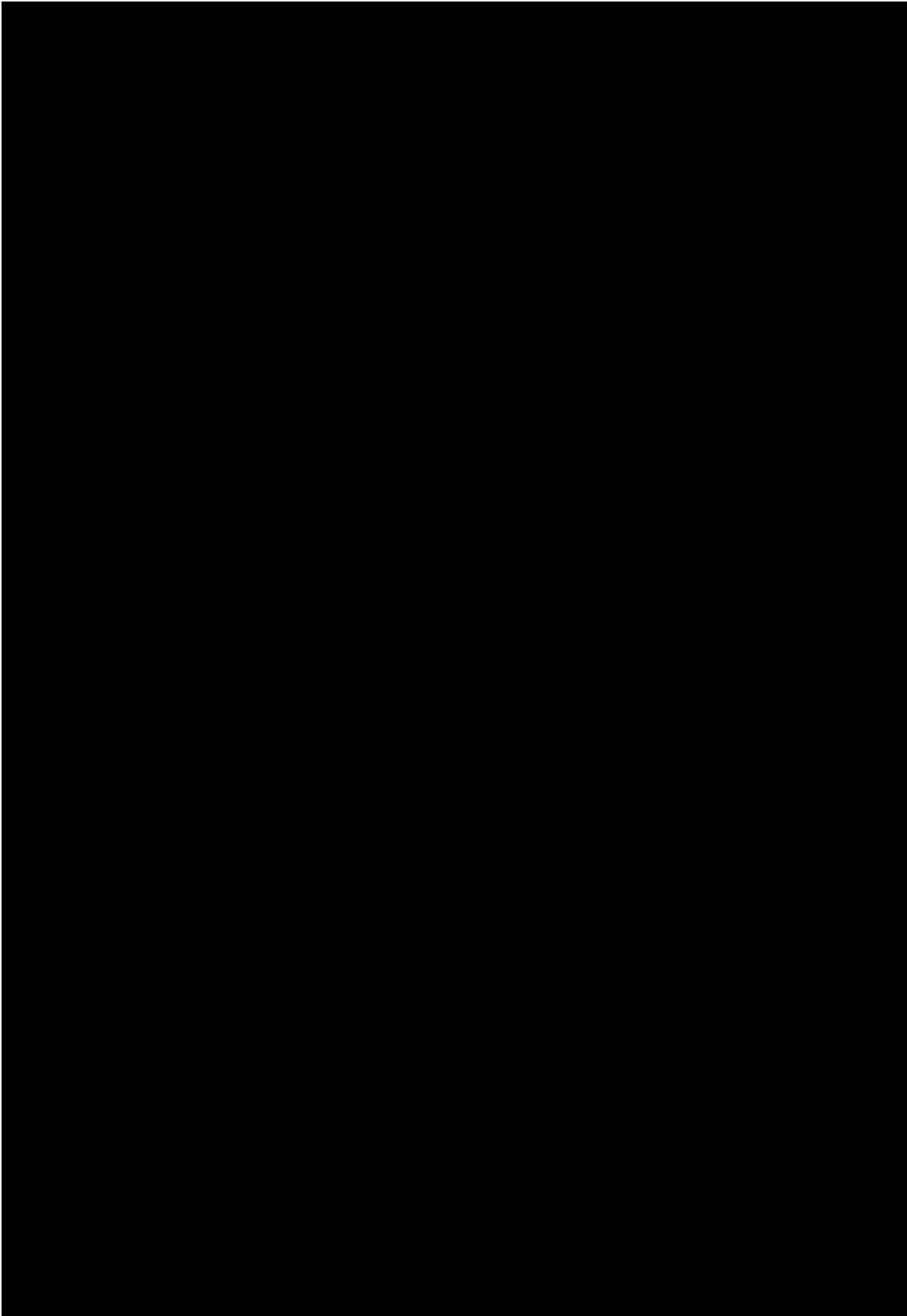
Unionized Employee List

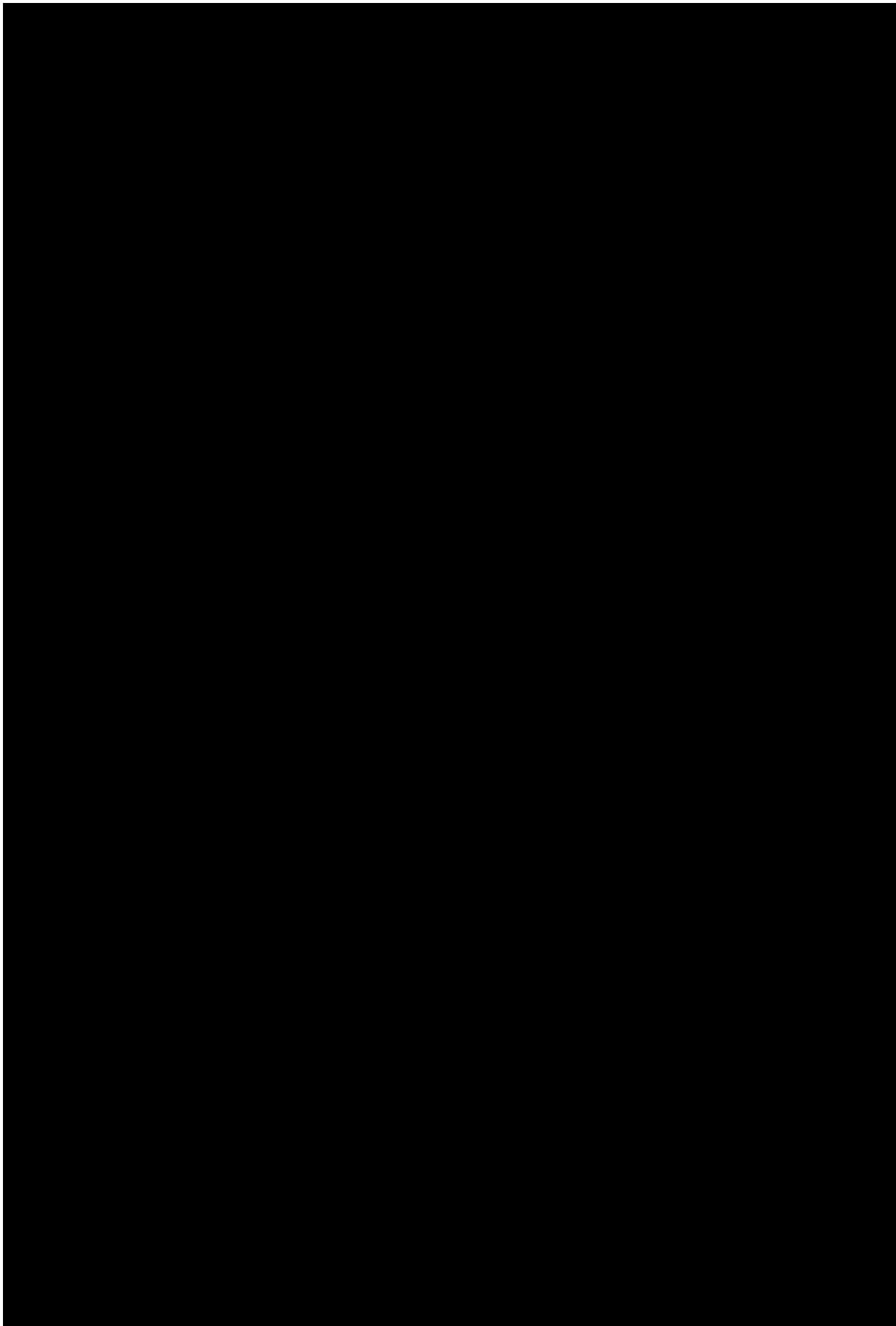
Name	Role	Date (y/m/d)	Location
[REDACTED]			

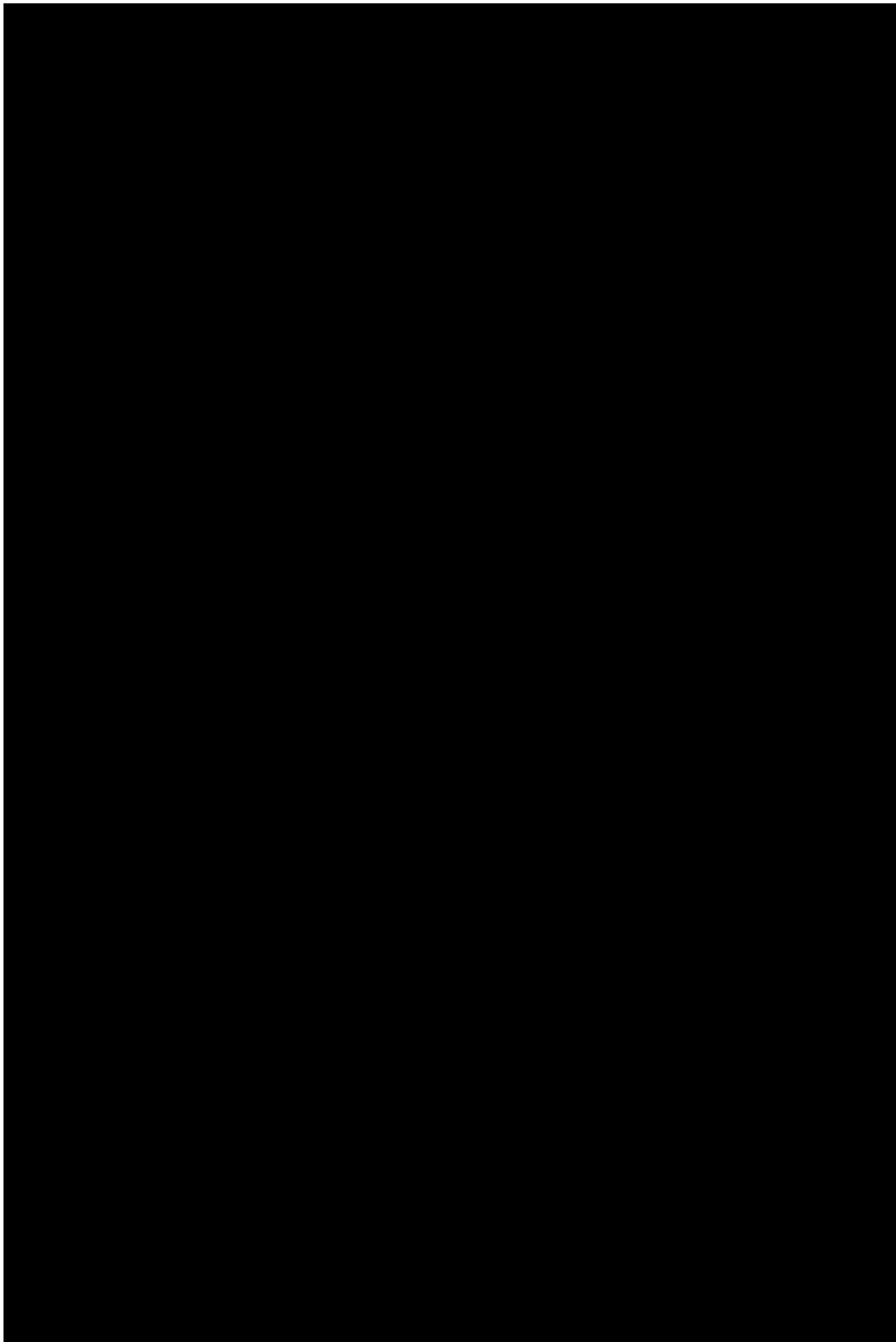


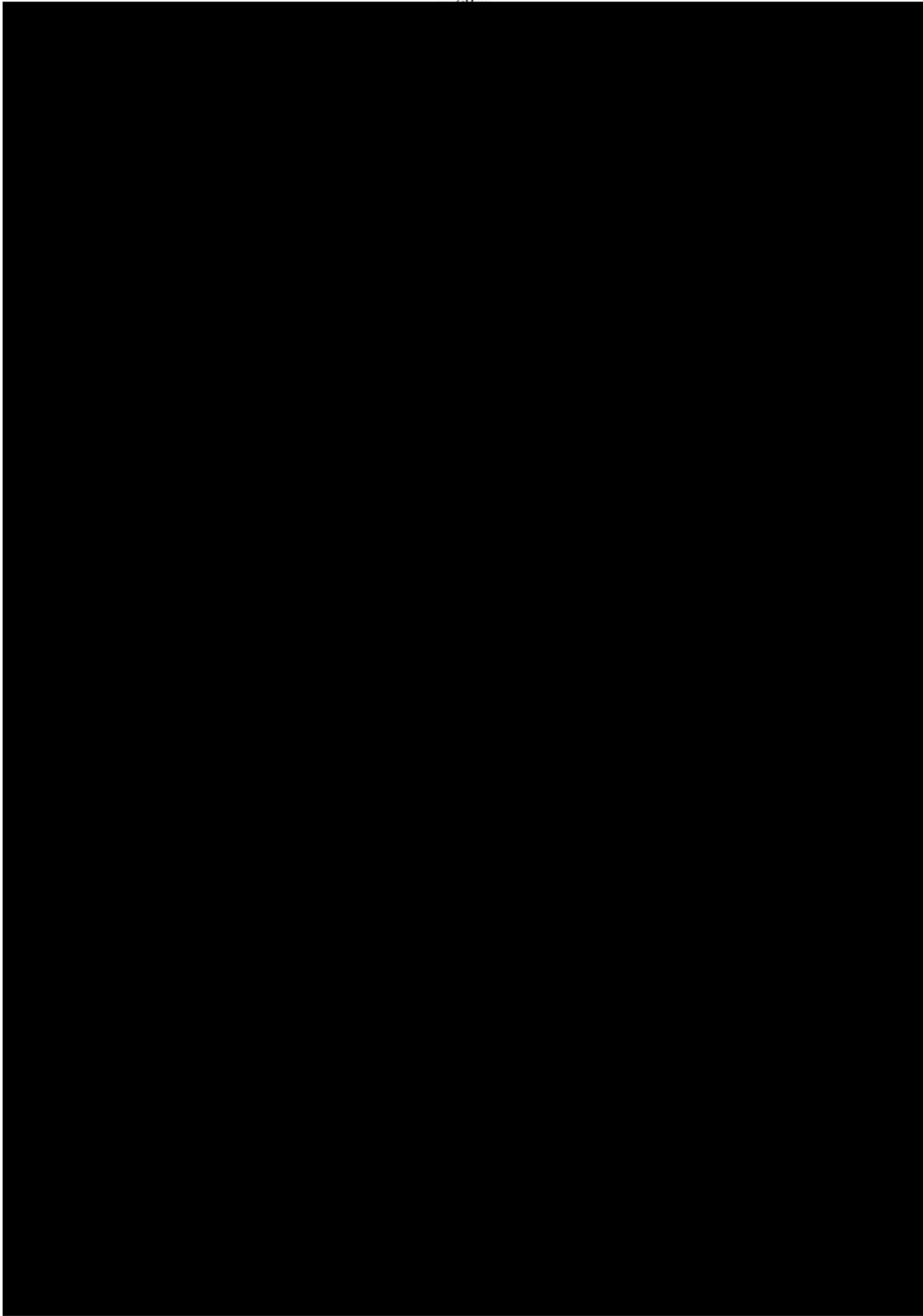


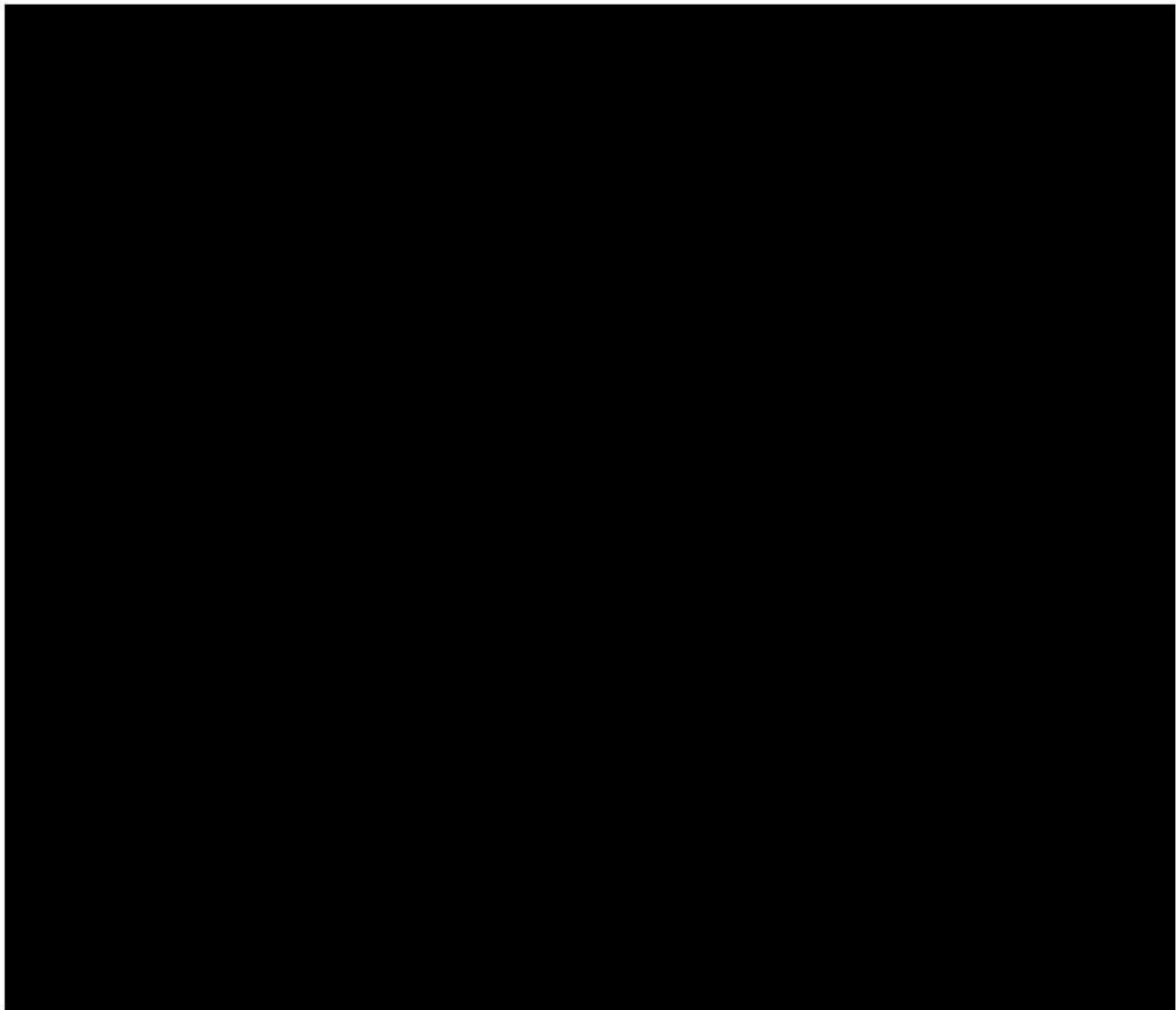












SCHEDULE C-3

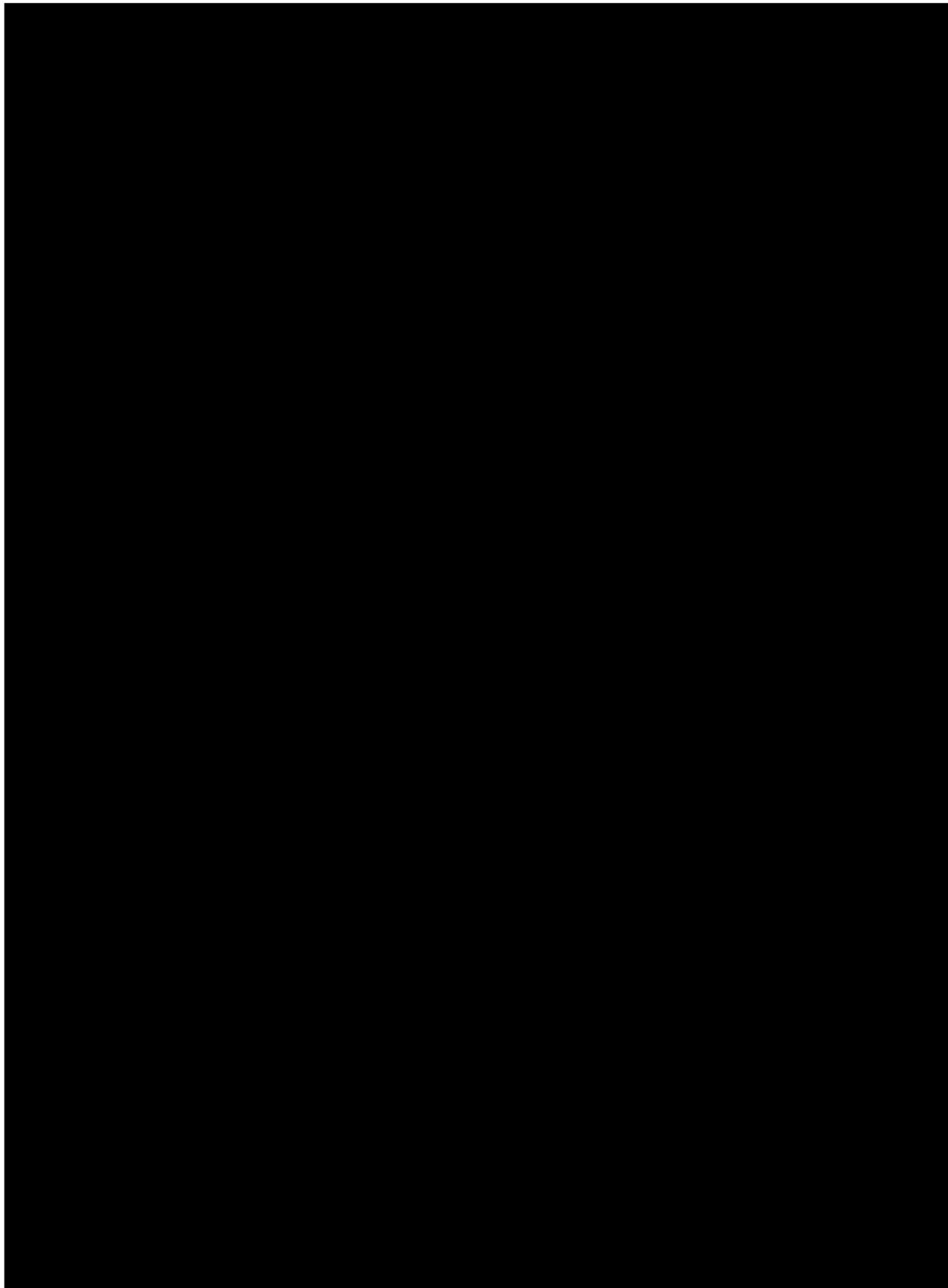
Excluded Employees

Non-Unionized Employees – US:

Name	Role	Date (y/m/d)	Location
[REDACTED]			

Non-Unionized Employees – Canada:

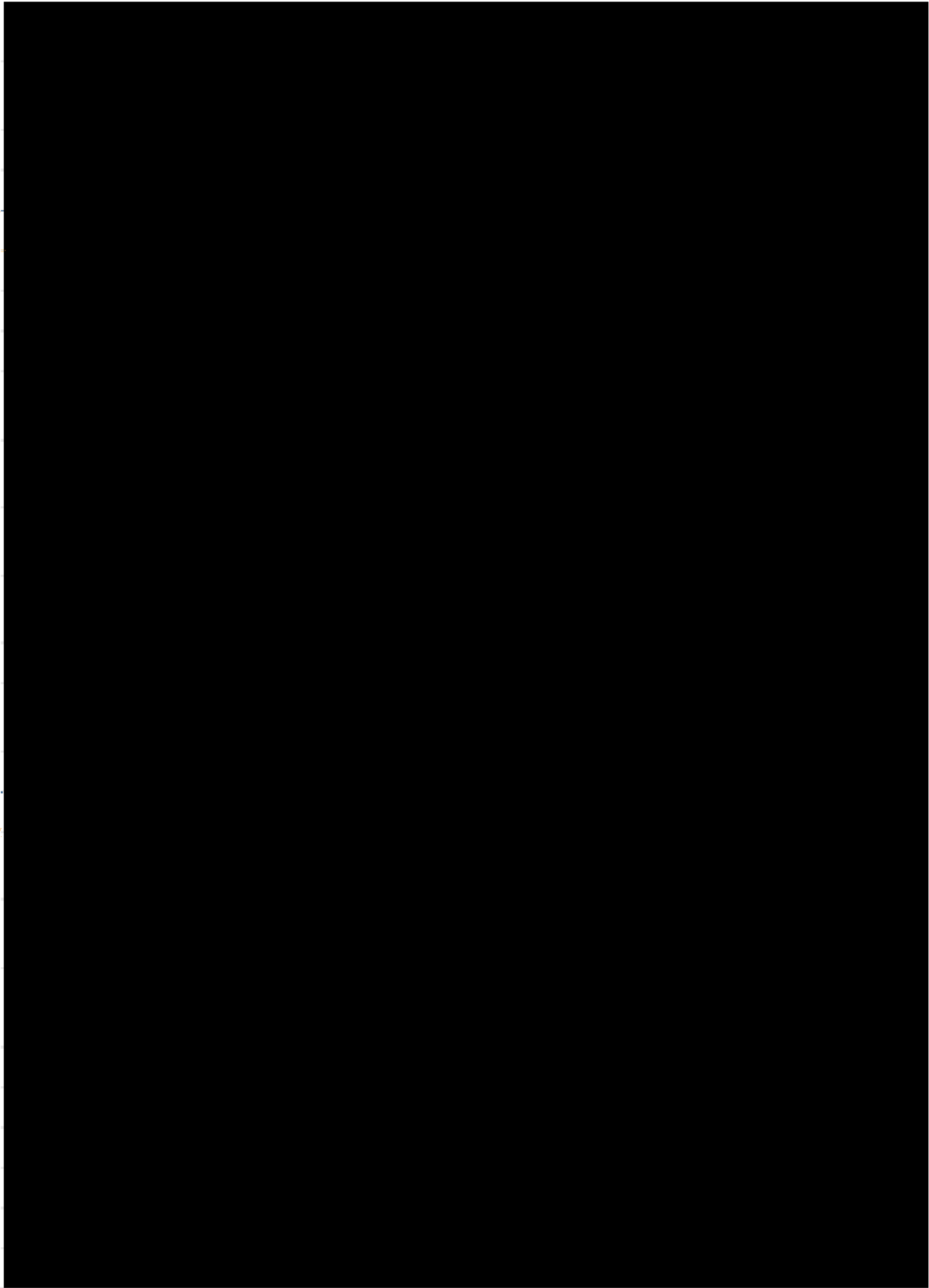
Name	Role	Date (y/m/d)	Location
[REDACTED]			

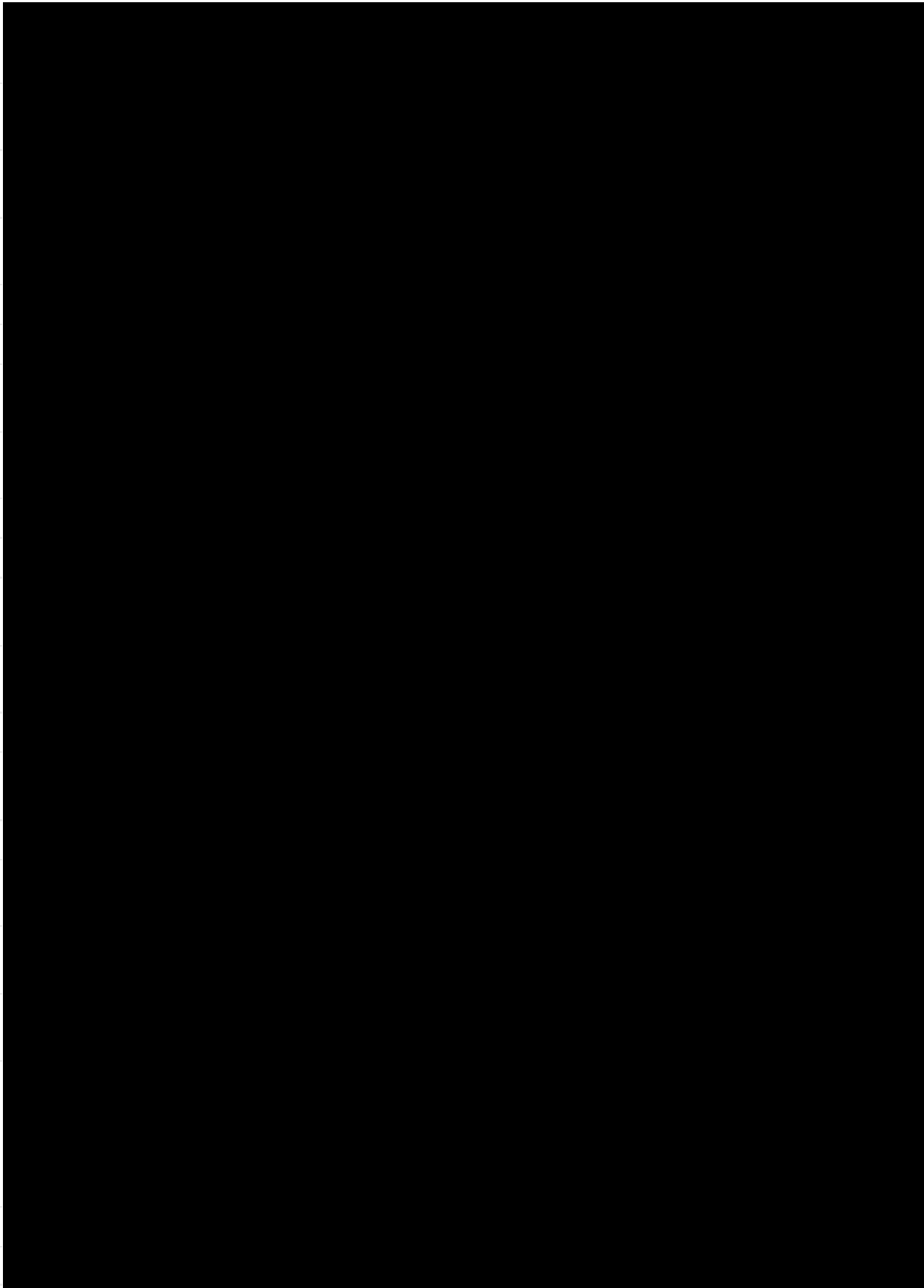


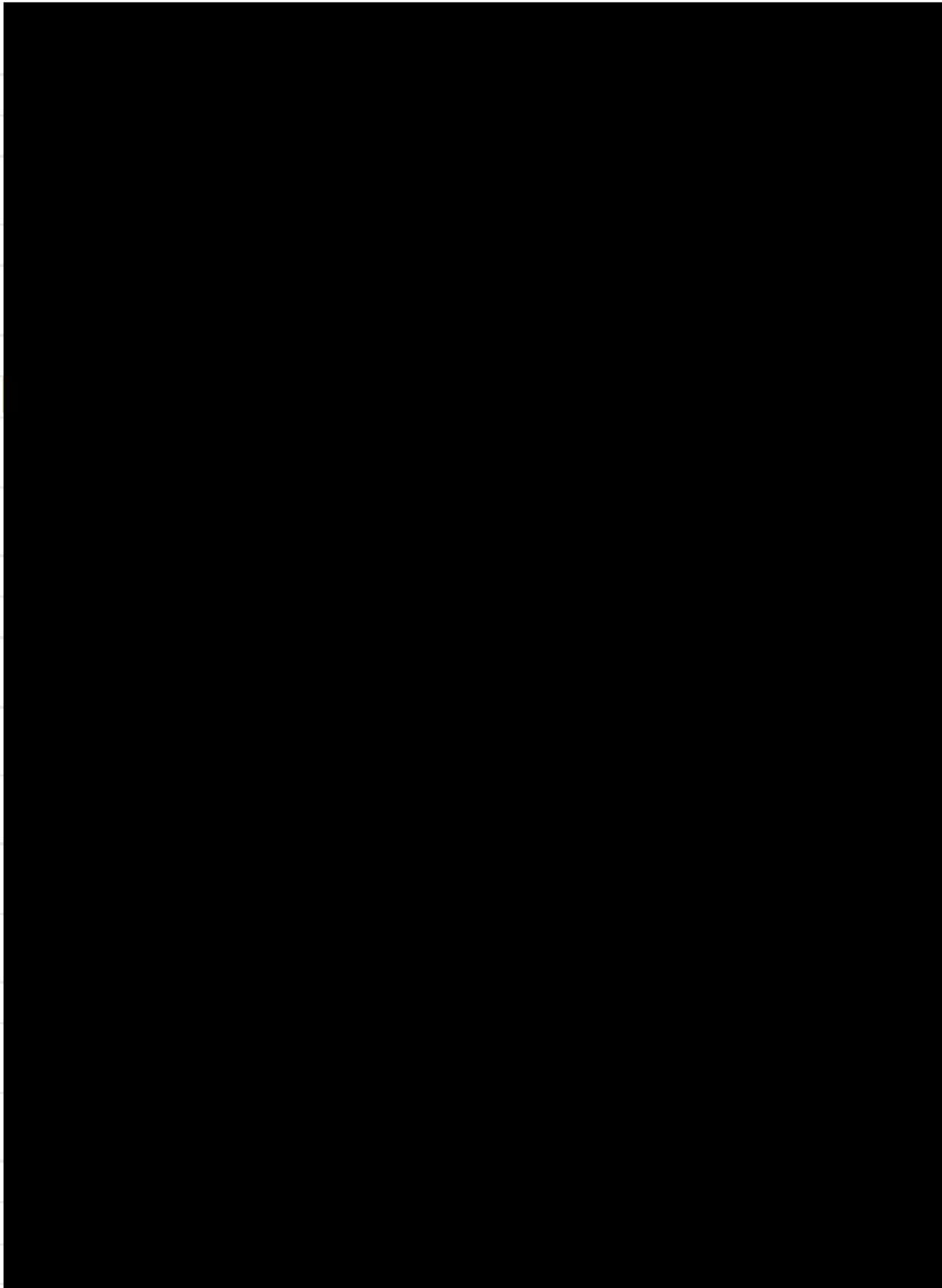


Unionized Employees – Canada:

Name	Role	Date (d/m/y)	Location
[Redacted]			









SCHEDULE D-1

Canadian Benefit Plans

- (1) Canada Life – Rokstad Benefit Plan, effective August 1, 2024 (Policy No. 58935):
 - Life Insurance Policy.
 - AD&D Insurance Policy.
 - Dependent Life Policy.
 - Short Term Disability Policy.
 - Long Term Disability Policy.
 - Extended Health Benefit.
 - Dental Benefit.
- (2) Group Retirement Savings Plan for Rokstad Power (2018) Ltd. and Golden Ears Painting & Sandblasting (2018) Ltd., effective August 10, 2018 (Plan No. 67995).
- (3) RPC Limited Partnership Health, Dental and Short-Term Disability Plan with The Great-West Life Assurance Company, effective as of February 1, 2015 (Plan No. 163071).

SCHEDULE D-2

U.S Benefit Plans

- (1) Rokstad Power Inc. 401(k) Savings Plan with Lincoln Financial Group (Plan Code FUD8; Employer ID: WAS85307).
- (2) Rokstad Power Inc. Health Plan with Aetna Life Insurance Company, effective February 1, 2024 (Contract No. 0194793).
- (3) Rokstad Power Inc. Dental Plan with Aetna Life Insurance Company, effective February 1, 2023 (Group No. 0194793).
- (4) Rokstad Power Inc. Vision Plan with Aetna Life Insurance Company, effective February 1, 2023 (Group No. 0194793).
- (5) Rokstad Power Inc. Section 125 Plan (Cafeteria Plan), effective as of February 1, 2023.
- (6) Stop Loss insurance policy with Aetna Life Insurance Company and Rokstad Power Inc., effective as of February 1, 2024, (Policy No. 194794).
- (7) Paid Leave of Absence Policy for Bereavement Leave, Family Leave, Compassionate Leave, Jury Duty, and Personal Appointments.
- (8) 5 Paid Sick Days Per Year Policy.
- (9) Annual Vacation Policy.
- (10) Kaiser Permanente Group Plan 320 Health Insurance Policy.

SCHEDULE E

UNION AGREEMENT

- (1) Please refer to the heading “Collective Bargaining Agreements” of Schedule B (Assigned Contracts).

SCHEDULE 2.01(B)

Section 2.01(b)(xxii) - Back-Office Assets

- (1) Individual personal computers remain with each Employee to whom a personal computer has been issued.
- (2) Individual cell phones remain with each Employee to whom a cell phone has been issued.
- (3) Computer and phone systems within each leased property remain the property of the lessee under the applicable lease.
- (4) All software and computer architecture is the property of Stellex.
- (5) For the avoidance of doubt, all assets listed in the attached spreadsheets.

Section 2.01(B)(xxiii) – Graham Excluded Assets that are designated as Purchased Assets

Nil.

Asset Tag	Manufacturer	Model	Model No.	Name	Serial	Purchased	Cost	Order Number	Supplier	Checked Out	Location	OS Version
ROK001166	Dell	Dell Latitude 3510	Dell Latitude 3510	Dell Latitude 3510	B3MS763		\$0	Logical Solution Invoice # 595	Dell Canada	Aaron Rokstad	HQ - Coquitlam Office	Windows 2H22
ROK001323	Dell	Dell Latitude 3410	Dell Latitude 3410	Dell Latitude 3410	6F6Y963		\$0	CDW Invoice # LVKP930	CDW Canada	Madison West	Willits Site	Windows 2H22
ROK001343	Dell	Dell Latitude 3510	Dell Latitude 3510	Dell Latitude 3510	CT0DY93		\$0	Contract # 200-8260898-035	Dell Canada	Brian Bigler	Willits Site	Windows 2H22
ROK001783	Dell	Dell Latitude 3570	Dell Latitude 3570		65BNWB2	2016-07-25	\$0	Contract # 200-8260898-001	Dell Canada	Manjit Hoonjan	HQ - Coquitlam Office	Windows 10 1H22
ROK001798	Dell	Dell Latitude 3570	Dell Latitude 3570		J1BNWB2	2016-07-25	\$0	Contract # 200-8260898-001	Dell Canada	Angela Dias	HQ - Coquitlam Office	Windows 10 1809
ROK002175	Dell	Dell Latitude 3570	Dell Latitude 3570		B5DW6F2	2017-06-26	\$0	Contract # 200-8260898-013	Dell Canada	Ariana Sorto	Salinas Site	Windows 10 20H2
ROK002216	Dell	Dell Latitude 3480	Dell Latitude 3470		9LTMMJ2	2017-08-24	\$0	Contract # 200-8260898-019	Dell Canada	Morgan Player	HQ - Coquitlam Office	Windows 10 1H22
ROK002274	Dell	Dell Latitude 3580	Dell Latitude 3580		452KQJ2	2017-08-11	\$0	Contract # 200-8260898-024	Longview Sy:	Susie Agas Oviedo	HQ - Coquitlam Office	Windows 10 20H2
ROK002278	Dell	Dell Latitude 3580	Dell Latitude 3580		BR6MQJ2	2017-08-11	\$0	Contract # 200-8260898-025	Intrellis	Linda Morales	HQ - Coquitlam Office	Windows 10 1809
ROK002279	Dell	Dell Latitude 3580	Dell Latitude 3580		252KQJ2	2017-08-11	\$0	Contract # 200-8260898-024	Intrellis	Jennifer Kim	HQ - Coquitlam Office	Windows 10 1H22
ROK002285	Dell	Dell Latitude 3580	Dell Latitude 3580		942KQJ2	2017-08-11	\$0	Contract # 200-8260898-024	Intrellis	Amanda Hoppe	HQ - Coquitlam Office	Windows 10 1H22
ROK002289	Dell	Dell Latitude 3580	Dell Latitude 3580		4R6MQJ2	2017-08-11	\$0	Contract # 200-8260898-025	Longview Sy:	Rosa Torres	HQ - Coquitlam Office	Windows 10 1809
ROK002295	Dell	Dell Latitude 3580	Dell Latitude 3580	Dell Latitude 3580	J42KQJ2	2017-08-11	\$0	Contract # 200-8260898-024	Dell Canada	Tiffany Montesonti	Willits Site	Windows 10 1H22
ROK002304	Dell	Dell Latitude 3580	Dell Latitude 3580		156MQJ2	2017-08-11	\$0	Contract # 200-8260898-025	Intrellis	Bernard Beardy	Mafeking	Windows 10 1809
ROK002434	Dell	Dell XPS 13 (9380)	P82G002		9BNWZ2	2019-07-10	\$0	Contract # 200-8260898-034	Intrellis	Alex Routledge	HQ - Coquitlam Office	Windows 10 20H2
ROK002440	Dell	Dell Latitude 3500	Dell Latitude 3500	Dell Latitude 3500	5L44FT2	2019-07-10	\$0	Contract # 200-8260898-031	Dell Canada	Caden Knudso	HQ - Coquitlam Office	Windows 10 1H22
ROK002510	Dell	Dell Latitude 3400	Dell Latitude 3400	Dell Latitude 3400	71YMFT2	2019-07-10	\$0	Contract # 200-8260898-031	Dell Canada	Lynn Wagenaar	HQ - Coquitlam Office	Windows 10 20H2
ROK002613	Dell	Dell Latitude 3500	Dell Latitude 3500	Dell Latitude 3500	5CRJLT2	2019-09-24	\$0	Contract # 200-8260898-032	Dell Canada	Danielle Simard	HQ - Coquitlam Office	Windows 10 1H22
ROK002625	Dell	Dell XPS 15 (9570)	P56F002	Dell XPS 15 Inches Touch-Screen	4P0BYY2		\$0		Dell Canada	Nick Fraser	HQ - Coquitlam Office	Windows 10 20H2
ROK002629	Dell	Dell XPS 15	9520		7L515X3		\$1,799		Dell Canada	Nick Fraser	HQ - Coquitlam Office	Windows 2H22
ROK002687	Dell	Dell XPS 15 (9570)	P56F002	Dell XPS 15 inches	HF2K9Y2	2019-11-29	\$0	Contract # 200-8260898-033	Dell Canada	Darcy Leach	HQ - Coquitlam Office	Windows 10 2H22
ROK002740	Dell	Dell Latitude 3500	Dell Latitude 3500	Dell Latitude 3500	HcNGJX2		\$0	#####	Dell Canada	Stacy Gladdish	HQ - Coquitlam Office	Windows 10 20H2
ROK002757	Dell	Dell Latitude 3510	Dell Latitude 3510	Dell Latitude 3510	CNFB63		\$0	Contract # 200-8260898-034	Dell Canada	Roxy Griffin	HQ - Coquitlam Office	Windows 10 20H2
ROK002794	Dell	Dell Latitude 3520	Dell Latitude 3520	Dell Latitude 3520	8BKBRG3		\$0		CDW Canada	Brent Lee	HQ - Coquitlam Office	Windows 2H22

ROK002810	Dell	Dell XPS 13 (9380)	P82G002				\$0		Dell Canada	Brent Lee	HQ - Coquitlam Office	Windows 10 20H2
ROK005132	HP	HP ProBook 455 G1	A2019DD 203	ROK-LT-5132	8CG4220LXC	2014-05-31	\$650		NCIX	Robert Wolvers	Mafeking	Windows 2H22
ROK005348	HP	HP ProBook 4440s (D8C11UT)	A1019D1 103	ROK-LT-5348	PWSHHP200 21440280F9 600	2013-04-05	\$700		NCIX		Mafeking Camp	Windows 10 1809
ROK008315	HP	HP ProBook 455 G1	A2019DD 203	ROK-LT-8315	2CE4180HT 6	2014-10-31	\$650				Mafeking Camp	Windows 10 1809

Asset Tag	Manufacturer	Model	Model No.	Name	Serial	Status	Purchased	Cost	Order Num	Supplier	Checked Out	Location
604-754-4304	Apple	iPhone 12 Pro Max	iPhone 12 Pro Max	iPhone 12 Pro Max 256 GB	3.56724E+14	Ready to Deploy		\$0		Totally One Communications	Alex Routledge	HQ - Coquitlam Office
ROK0021069	Apple	iPhone 8 64gb - Space Grey	MQ6G2VC/A		C8PWS6LVJC67	Ready to Deploy		\$0		Totally One Communications	Alex Routledge	HQ - Coquitlam Office
ROK002299	Samsung	Samsung Galaxy Tab E 8" LTE	SM-T377W		R52J90ZDY5P	Ready to Deploy		\$0		Totally One Communications	Alex Routledge	HQ - Coquitlam Office
ROK021065	Samsung	Samsung Galaxy A8	SM-A530W		R58K561ZKPF	Ready to Deploy		\$0		Totally One Communications	Amanda Hoppe	HQ - Coquitlam Office
ROK021086	Apple	iPhone 8 64gb - Space Grey	MQ6G2VC/A		FFMH2HNWJC57	Ready to Deploy		\$0		Totally One Communications	Angela Dias	HQ - Coquitlam Office
ROK034291	Apple	iPhone SE 128GB - Space Grey	MP862VC/A	iPhone SE	F170M82KPL/Y	Ready to Deploy		\$0		Totally One Communications	Caden Knudso	HQ - Coquitlam Office
ROK021172	Apple	iPhone SE 128GB - Space Grey	MP862VC/A	iPhone SE, Black, 128 GB	FHMD93MYPL/Y	Ready to Deploy		\$0		Totally One Communications	Danielle Simard	HQ - Coquitlam Office
ROK021021	Samsung	Samsung Galaxy A5	SM-A520W	Samsung Galaxy A5	RS8JAS5VPVT	Ready to Deploy		\$0		Totally One Communications	Danielle Simard	HQ - Coquitlam Office
ROK021161	Apple	iPhone 11 128GB	A2111		C6KCD6MSN72Q	Ready to Deploy		\$0		Totally One Communications	Darcy Leach	HQ - Coquitlam Office
ROK033926	Google	Pixel XL 32GB	Pixel XL 32GB		H769A0203429	Ready to Deploy	2016-11-23	\$1,000		Preston Mobility	Jarek Nowyj	HQ - Coquitlam Office
ROK020293	Samsung	Samsung Galaxy S5	SM-G900WB	Jarek Nowyj's Phone	RV8K413DAPK	Ready to Deploy	2014-07-10	\$700		Preston Mobility	Jarek Nowyj	HQ - Coquitlam Office
ROK034283	Samsung	Samsung Galaxy S8+	SM-G955W		G955WVLU1AQCB	Ready to Deploy	2017-04-24	\$0		Totally One Communications	Jarek Nowyj	HQ - Coquitlam Office
315-573-2928	Apple	Apple iPad 9.7 Inch 32GB in Space Gray		Apple iPad 9.7 Inch 32GB	3.54881E+14	Ready to Deploy		\$0		Verizon	John Warner	HQ - Coquitlam Office
ROK021049	Apple	iPhone 7 32GB - Black	MNBX2VC/A		F71VWBHJG7F	Ready to Deploy		\$0		Totally One Communications	John Warner	HQ - Coquitlam Office
ROK035043	Apple	iPhone 11 64GB				Ready to Deploy		\$0		Totally One Communications	Kevin Ortinero	HQ - Coquitlam Office
ROK021124	Apple	iPhone 8 64gb - Space Grey	MQ6G2VC/A	iPhone 8, Gold, 64 GB	C8PY66EJC69	Ready to Deploy		\$0		Totally One Communications	Leanne Dawkins	HQ - Coquitlam Office
ROK034074	Samsung	Samsung Galaxy S8	SM-G950W		R2B2J2AMNTP	Ready to Deploy		\$0		Totally One Communications	Leanne Dawkins	HQ - Coquitlam Office
ROK035007	Apple	iPhone 11 128GB	A2111	iPhone 11, Black, 128 GB	FWWGP310N72Q	Ready to Deploy		\$0		Totally One Communications	Linda Morales	HQ - Coquitlam Office
ROK034298	Apple	iPhone 8 64gb - Space Grey	MQ6G2VC/A		F4G4W3DQJC68	Ready to Deploy	2018-01-15	\$929		Totally One Communications	Linda Morales	HQ - Coquitlam Office
ROK034024	Samsung	Samsung Galaxy A5	SM-A520W	Samsung Galaxy A5	RS8J5099LB	Ready to Deploy		\$0		Totally One Communications	Lynn Wagenaar	HQ - Coquitlam Office
ROK021170	Apple	iPhone SE 128GB - Space Grey	MP862VC/A	iPhone SE, Black, 128 GB	FWW9069PL/Y	Ready to Deploy		\$0		Totally One Communications	Manjit Hoonjan	HQ - Coquitlam Office
ROK021143	Apple	Apple iPad 6th Gen 32GB		Apple iPad 6th	DMPYWKZDJF88	Ready to Deploy		\$0		Apple	Morgan Player	HQ - Coquitlam Office
ROK034367	Apple	iPhone SE 128GB - Space Grey	MP862VC/A	iPhone SE, Black, 128 GB	FFMDMHMZPL/Y	Ready to Deploy		\$0		Totally One Communications	Morgan Player	HQ - Coquitlam Office
ROK034069	Samsung	Samsung Galaxy A5	SM-A520W		RS8J520QPPF	Ready to Deploy		\$0		Totally One Communications	Morgan Player	HQ - Coquitlam Office
ROK035045	Apple	iPhone 11 64GB				Ready to Deploy		\$0		Totally One Communications	Nick Fraser	HQ - Coquitlam Office
951-442-5544	Samsung	Samsung Galaxy S8	SM-G950W	Samsung Galaxy S8 64GB in Midnight Black	3.59032E+14	Ready to Deploy		\$0		Verizon	Rosa Torres	HQ - Coquitlam Office
ROK021036	Samsung	Samsung Galaxy A5	SM-A520W		RS8JB37412Z	Ready to Deploy		\$0		Totally One Communications	Roxy Griffin	HQ - Coquitlam Office
ROK034390	Apple	iPhone SE 128GB - Space Grey	MP862VC/A	iPhone SE, Black, 128 GB	FFMDV38JPL/Y	Ready to Deploy		\$0		Totally One Communications	Stacy Gladdish	HQ - Coquitlam Office
ROK034419	Apple	IPad (8th Generation) Wi-Fi + Cellular	MYN72VC/A	IPad (8th Generation) Wi-Fi + Cellular	F9FFF08Q1KY	Ready to Deploy		\$0		Totally One Communications	Stacy Gladdish	HQ - Coquitlam Office
ROK034365	Apple	iPhone 11 128GB	A2111	iPhone 11, Black, 64 GB	F4GD8671N72J	Ready to Deploy		\$0		Totally One Communications	Stephanie Jang	HQ - Coquitlam Office
ROK021050 (Screen Damaged)	Apple	iPhone 8 Plus 64GB - Space Grey	MQ8L2VC/A		IMBFD2VQ20NJC M2	Ready to Deploy		\$0		Totally One Communications	Stephanie Jang	HQ - Coquitlam Office
ROK035042	Apple	iPhone 11 64GB				Ready to Deploy		\$0		Totally One Communications	Triston Wiles	HQ - Coquitlam Office
ROK021126	Apple	iPhone 8 64gb - Space Grey	MQ6G2VC/A	iPhone 8, Space Grey, 64 GB	FFP23BTJC67	Ready to Deploy		\$0		Verizon	Tu Lieu	HQ - Coquitlam Office
ROK034261	Samsung	Samsung Galaxy A5	SM-A520W		RS8J715T58V	Ready to Deploy		\$0		Totally One Communications	Bernard Beardy	Mafeking
ROK034278	Samsung	Samsung Galaxy A5	SM-A520W		RS8JB6D4ALL	Ready to Deploy		\$0		Totally One Communications	Robert Wolvers	Mafeking
ROK034279	Samsung	Samsung Galaxy A5	SM-A520W		RS8JB6D3VPH	Ready to Deploy		\$0		Totally One Communications	Jason Earle	Mafeking
ROK034268	Samsung	Samsung Galaxy A5	SM-A520W		RS8J90Y3DVK	Ready to Deploy		\$0		Totally One Communications	John Winch	Mafeking Camp
ROK033980	Samsung	Samsung Galaxy S6	SM-G920WB		RFBH83QGRCP	Broken - Not Fixable		\$0		Totally One Communications	Michael Verschoor	Mafeking Camp
805-792-0002	Apple	IPad (8th Generation) Wi-Fi + Cellular	MYN72VC/A	IPad 8th Gen	3.56751E+14	Ready to Deploy		\$0		Verizon	Brian Bigler	Willits Site

12.31.2024 OE & HW & SW & LH
Consolidated

614,886

No.	Description	Acquisition	Acquisition Cost before Starting Date	Book Value at Ending Date	Company	Currency	Exclude Re	Exclude/In	Comments
HW00002	Computer Hardware	08/09/18	9,255		80	USD		Include	Hardware
HW00004	Plum Extended-310	09/30/18	1,772		80	USD		Include	Hardware
HW00011	Router - CA PGE 202102	03/19/21	547		80	USD		Include	Hardware
HW00012	IT Network Equipment - Cisco Meraki	03/23/21	4,306		1,001	USD		Include	Hardware
HW00020	IT Network Equipment -Net Cloud-Chino	12/13/21	612		80	USD		Include	Hardware
LH00002	Leasehold Improvements - AZ	08/09/18	77,301		80	USD		Include	Leasehold Improvements
LH00005	Leasehold Improvement - AZ	09/20/18	3,159		80	USD		Include	Leasehold Improvements
LH00006	Leasehold Improvement - CA	09/30/18	6,372		80	USD		Include	Leasehold Improvements
LH00007	Leasehold Improvement - NY	10/26/18	5,805		80	USD		Include	Leasehold Improvements
LH00008	Leasehold Improvement - Chino, CA	03/20/21	69,381		80	USD		Include	Leasehold Improvements
LH00009	Leasehold Improvement - Sacramento, CA	07/01/21	23,640		80	USD		Include	Leasehold Improvements
OE00002	Office Equipment - AZ	08/09/18	13,284		80	USD		Include	Office Equipment
OE00004	Office Equipment - California Office Post Close	09/30/18	7,934		80	USD		Include	Office Equipment
OE00005	Office Equipment - WV	12/31/18	8,741		80	USD		Include	Office Equipment
OE00006	Office Equipment - MI	03/31/19	4,548		80	USD		Include	Office Equipment
OE00007	Office Equipment - CA - Watsonville	12/17/19	1,229		80	USD		Include	Office Equipment
OE00008	Office Equipment - CA - Printer - Schaefer AVE, ON	01/31/20	5,739		80	USD		Include	Office Equipment
OE00009	Office Equipment - CA - AED PLUS	01/29/20	10,242		80	USD		Include	Office Equipment
OE00010	Office Equipment - CA Felton Office	03/18/20	2,300		80	USD		Include	Office Equipment
OE00011	Office Equipment - CA - TV for Office	08/18/20	799		80	USD		Include	Office Equipment
OE00012	Office Equipment - CA - Card Printer	08/18/20	680		80	USD		Include	Office Equipment
OE00013	Office Equipment - CA - ID Card Printer	01/22/21	648		80	USD		Include	Office Equipment
OE00014	Office Equipment - CA Chino 21-Cooler/Heater	01/01/21	29,603		80	USD		Include	Office Equipment
OE00015	Office Equipment - AZ - AED PLUS	03/01/21	4,504		80	USD		Include	Office Equipment
OE00016	Office Equipment - CA Redding Office Furniture	04/15/21	1,147		80	USD		Include	Office Equipment
OE00017	Office Equipment - CA, Pole Racks	04/01/21	25,014		80	USD		Include	Office Equipment
OE00018	Office Equipment - CA Chino Office 2105-Desk-Drawer	06/21/21	4,229		80	USD		Include	Office Equipment
OE00019	Office Equipment - CA - Projector 2104	07/21/21	907		80	USD		Include	Office Equipment
OE00020	Office Equipment - CA - Redding Office-Printer	09/17/21	636		80	USD		Include	Office Equipment
OE00021	Office Equipment - CA - TV for Office	10/14/21	1,300		80	USD		Include	Office Equipment
OE00022	Office Equipment - CA - Chino-Printerx2	10/29/21	1,208		80	USD		Include	Office Equipment
OE00023	Office Equipment - CA - Chino- 3 Wireless Speaker	10/14/21	768		80	USD		Include	Office Equipment
OE00024	Office Equipment - Cotati Office-Printerx10	12/13/21	5,412		80	USD		Include	Office Equipment
OE00025	Office Equipment - CA -L shape desk x2	11/30/21	2,155		80	USD		Include	Office Equipment
OE00026	Office Equipment - CA -Bookcase	11/30/21	431		80	USD		Include	Office Equipment
OE00027	Office Equipment - CA -4Drw Lateral file	11/30/21	754		80	USD		Include	Office Equipment
OE00028	Office Equipment - Chino-4Drw Lateral file	01/27/22	754		80	USD		Include	Office Equipment
OE00029	Office Equipment -CA-Single Pedestal Desk	01/01/22	754		80	USD		Include	Office Equipment
OE00030	Chino- TVx3- War Room Projectfor Office	02/01/22	2,119		58	USD		Include	Office Equipment
OE00031	Detroit- TV for Office	03/01/22	450		25	USD		Include	Office Equipment
OE00032	Office Equipment -DE, Shaped Office desk	03/01/22	555		31	USD		Include	Office Equipment
OE00033	Office Equipment -DE, AED Plus	01/01/23	30,654		10,218	USD		Include	Office Equipment
OE00034	Office Equipment -AZ, AED help kit	07/01/22	3,575		199	USD		Include	Office Equipment
OE00036	OE-Phoenix, Executive lift Desk (U shape)	10/17/22	3,716		1,035	USD		Include	Office Equipment
OE00037	OE-Phoenix, Standard Desk (L shape) X4	10/17/22	9,747		2,705	USD		Include	Office Equipment
OE00038	OE -x2 Multifunction Printers	03/01/23	28,271		20,863	USD		Include	Office Equipment
OE00039	OE-Phoenix, Small Office tableX3, Reception sideX1	10/17/22	1,954		545	USD		Include	Office Equipment
OE00040	OE-Phoenix, Executive conference table X1	10/17/22	1,570		435	USD		Include	Office Equipment
OE00041	OE-Phoenix, Break room table X2	10/17/22	1,105		305	USD		Include	Office Equipment
OE00043	OE-Phoenix, Chair X79	10/17/22	23,036		6,396	USD		Include	Office Equipment
OE00045	OE-Phoenix, Cabinets	10/17/22	9,555		6,591	USD		Include	Office Equipment
OE00053	OE-Phoenix, Folding Training table X11	10/17/22	4,239		1,175	USD		Include	Office Equipment
OE00054	OE-Phoenix, Lateral File Built-In	10/17/22	2,210		615	USD		Include	Office Equipment
OE00056	OE-Phoenix, Metal Pedestal table X18	10/17/22	3,140		875	USD		Include	Office Equipment
SW00002	Computer Software	08/09/18	5,924		80	USD		Include	Software
SW00003	Converge App - PGE Inspection Project	10/01/20	86,950		80	USD		Include	Software
SW00004	CDW Canada - Cisco Subscription License	08/31/20	10,223		80	USD		Include	Software
SW00008	Project Mana - Timesheet	03/01/21	195,340		40,422	USD		Include	Software
SW00009	Project Mana - Work Order Management	02/28/21	1,285,002		518,934	USD		Include	Software
SW00011	Computer Software- CallFire	06/16/22	17,700		2,457	USD		Include	Software

12.31.2024 OE & HW & SW & LH
Consolidated

532,734									
No.	Description	Acquisition Date	Acquisition Cost before Starting Date	Book Value at Ending Date	Company	Currency	Exclude Reason	Exclude/Include	Comments
HW00001	Computer Hardware	08/09/18	20,471			20 CAD		Include	Hardware
HW00024	FIREWALL ROUTER	11/30/21	1,680	644		20 CAD		Include	Hardware
SW00001	NAV Implementation	01/31/19	112,996			20 CAD		Include	Software
SW00002	Computer Software	08/09/18	12,023			20 CAD		Include	Software
SW00003	Project Mana-Timesheet	06/11/20	697,470	149,035		20 CAD		Include	Software
SW00004	Cisco License	08/31/20	13,333			20 CAD		Include	Software
SW00005	Project Mana-Work Order Management	03/01/21	289,290	154,928		20 CAD		Include	Software
SW00006	Project Mana-KPI	02/28/21	527,770	228,127		20 CAD		Include	Software
LH00003	Leasehold Improvements	08/09/18	79,016			35 CAD	Graham Sale	Exclude	Leasehold Improvements

SCHEDULE 2.02(E)**Excluded Assets****Equipment Leases**

- (1) Equipment Finance Agreement, dated as of October 1, 2021, by and between Global Rental Canada ULC and Rokstad Power (2018) Ltd.
- (2) Equipment Finance Agreement, dated as of January 1, 2023, by and between Global Rental Canada ULC and Rokstad Power (2018) Ltd.
- (3) Equipment Finance Agreement, dated as of April 24, 2023, by and between Western High Voltage Ltd. and Rokstad Power (2018) Ltd.
- (4) Equipment Lease Agreement, dated as of April 1, 2022, by and between AML Leasing Ltd. and Rokstad Power (2018) Ltd.
- (5) 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.
- (6) Equipment Lease Agreement, dated as of June 29, 2019, by and between Plowe Boys Enterprises LTD. and Rokstad Power (2018) Ltd.
- (7) 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.
- (8) All vehicle leases by and between Zeemac Vehicle Lease Ltd. and each of Rokstad Power (2018) Ltd. and Plowe Power System Ltd.
- (9) Equipment Lease Agreement, dated as of July 17, 2020, by and between 1126652 B.C. Ltd. and Rokstad Power (2018) Ltd.
- (10) Equipment Rental Agreement, dated as of December 1, 2023, by and between AML Capital, Ltd. and Rokstad Power Inc.
- (11) Purchaser Order # 102807 by Rokstad Power (2018) Ltd. under BC Rentals contract # 24020DQ-2.
- (12) Purchase Order # 80997 by Rokstad Power (2018) Ltd. to Dan's Forklift Ltd.

Property Leases

- (13) Lease, dated as of October 1, 2021, by and between 1318936 B.C. Ltd and Rokstad Power (2018) Ltd.
- (14) Lease, dated as of August 14, 2020, by and between 1243483 B.C. Ltd., Rokstad Power (2018) Ltd. And Rokstad Holdings Corporation.
- (15) Renewal Lease, dated as of August 30, 2023, by and between 1251363 B.C. Ltd., Rokstad Power (2018) Ltd. And Rokstad Holdings Corporation.

- (16) 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.
- (17) 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.
- (18) Lease Agreement, dated as of December 18, 2018, by and between Spire Golden Limited Partnership, Rokstad Power (2018) Ltd. and Rokstad Holding Corporation.
- (19) 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.
- (20) Sublease, dated for reference October 31, 2023, by and between Rokstad Power (2018) Ltd. and Waste Connections of Canada Inc.
- (21) Sublease, dated as of June 1, 2020, by and between Rokstad Power (2018) Ltd. and Langcorp Developments Ltd.
- (22) Lease Agreement, dated as of April 5, 2022, by and between Rokstad Power (2018) Ltd. and Langcorp Developments Ltd.
- (23) 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.
- (24) 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.
- (25) 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.
- (26) 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.
- (27) 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.
- (28) 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.
- (29) Commercial Lease Agreement, dated as of April 28, 2023, by and between TK Real Estate and Rokstad Power.

- (30) Ground Lease, dated as of August 9, 2022, by and between ABC Development Company, LLC and Rokstad Power Inc.
- (31) Lease Agreement, dated as of March 23, 2022, by and between 3190 Tremont JB 2022, LLC and Rokstad Power Inc.
- (32) Lease Buyout Agreement, dated as of October 1, 2023, by and between 3190 Tremont JB 2022, LLC and Rokstad Power Inc.
- (33) Lease associated with the Property located at 3190 Tremont Ave, Feasterville-Trevoise, PA 19053.
- (34) Office Lease Agreement, dated as of January 1, 2024, by and between Pacific North Court Holdings, L.P. and Rokstad Power Inc.
- (35) Lease of certain real property located at 1521 US Route 9W, Bldg, #2,#3,#4 Selkirk NY between Rokstad Power and Flach Properties LLC.

IT Services Agreements

- (36) Rental Agreement, dated as of March 20, 2023, by and between Sharp Electronics of Canada Ltd. and Rokstad Power (2018) Ltd.
- (37) Rental Agreement, dated as of December 2, 2021, by and between Sharp Electronics of Canada Ltd. and Rokstad Power (2018) Ltd.
- (38) Master Services Agreement, dated as of January 8, 2015, by and between Rokstad Power Corporation and Allstream Inc.
- (39) 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.
- (40) Assumption Agreement, dated as of August 13, 2018, by and between RPC Limited Partnership, Rokstad Power (2018) Ltd., and Bell Mobility Inc.
- (41) Bell Mobility Corporate Account Agreement, dated as of July 23, 2017, by and between Bell Mobility Inc. and Rokstad Power Corporation.
- (42) Service Level Agreement, dated as of October 20, 2016, by and between Totally One Communications Inc. and Rokstad Power.
- (43) FirstNet Push-to-Talk End User License Agreement and Terms of Service, with AT&T Corp and its affiliates.
- (44) Safety App Statement of Work, dated as of June 28, 2019, by and between Rokstad Power and Convverge, Inc.
- (45) Services Agreement, dated as of January 8, 2021, by and between Convverge, Inc. and Rokstad Power.
- (46) Master Services Agreement, dated as of June 28, 2019, by and between Convverge, Inc. and Rokstad Power.

Customer Agreements and JV Agreements

- (47) Revenue Sharing Agreement, dated as of October 29, 2020, by and between Tk'emlups te Seewepeme and Rokstad Power (2018) Ltd.
- (48) Memorandum of Understanding dated September 30, 2023 between Kyah Resources (Witset First Nation) and Rokstad Power for BC Hydro direct award work.
- (49) Joint Venture Agreement, dated as of June 9, 2023, by and between SIMPCW RESOURCES LLP and Rokstad Power (2018) Ltd.
- (50) Memorandum of Understanding, dated as of October 12, 2018, by and between SPAL General Constructors Corporation and Rokstad Power (2018) Ltd.
- (51) Collaboration and Services Agreement, dated as of March 27, 2023, by and between Tse'Khene Development LP and Rokstad Power (2018) Ltd.
- (52) Master Agreement, dated as of August 27, 2015, by and between Plowe Power Systems Ltd. and Teck Highland Valley Copper Partnership.
- (53) 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.
- (54) British Columbia Hydro and Power Authority ("BC Hydro") master service agreements and all RFPs and work authorizations related thereto, including, without limitation, the following:
 - 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.
 - b) Contract Agreement (RFP 10317), dated as of April 1, 2019, by and between Rokstad Power (2018) Ltd. and BC Hydro.
 - c) Master Services Agreement (RFP 18470), dated as of May 11, 2023, by and between Rokstad Power (2018) Ltd. and BC Hydro.
 - 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.
 - 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.
- (55) 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.

- (56) Purchase Order (#4500064445), dated as of March 27, 2019, issued by New Gold Inc. to Rokstad Power (2018) Ltd.
- (57) 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.
- (58) 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.
- (59) Construction Agreement, dated as of August 31, 2022, by and between Vancouver Airport Authority and Rokstad Power Ltd.
- (60) Subcontract Agreement, dated as of August 15, 2023, by and between Omni Property Management Services Ltd. and Rokstad Power (2018) Ltd.
- (61) Subcontract Agreement, dated as of February 9, 2024, by and between Omni Property Management Services Ltd. and Rokstad Power (2018) Ltd.
- (62) Subcontract Agreement 78678, dated as of June 6, 2024, by and between Dacon Corporation and Rokstad Power.
- (63) All short duration Purchase Orders that relate to the Canadian Business that are active, including but not limited to:
- 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.

Miscellaneous Agreements

- (64) Fee Agreement, dated as of March 15, 2023, by and between Rokstad Power Corporation and LHH Recruitment Solutions.
- (65) Local Union 258 of the IBEW Master Line Agreement, dated as of February 1, 2022, by and between Local Union 258 of the International Brotherhood of Electrical Workers, Rokstad Power Corporation and others.

Registered Domains

Domain	Owner	Expiration Date
Bcpowercompany.com	Private Registration	TBD
Galbraithpower.com	Private Registration	TBD
Galbraithpowercorp.com	Private Registration	TBD

Galbraithpowercorp.info	Private Registration	TBD
Galbraithpowercorp.net	Private Registration	TBD
Galbraithpowercorp.org	Private Registration	TBD
Galbraithrokstadpowercorp.com	Private Registration	TBD
Goldenearspaint.ca	Private Registration	TBD
Goldenearspaint.com	Private Registration	TBD
Plowepower.com	Private Registration	TBD

Canadian Benefit Plans

(66) IBEW – Class AA Benefits for participants to the Master Line Agreement (Policy No. 812425):

- Life Coverage.
- AD&D Coverage.
- Short Term Disability.
- Long Term Disability.
- Extended Health Care.
- Medical Coverage.
- Vision Coverage.
- Dental Care Coverage.

SCHEDULE 2.03(D)

Assumed Liabilities

Nil.

Exhibit 1
Transition Services Agreement
See attached.

TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT (this “**Agreement**”) is made as of [●], 2025 by FTI Consulting Canada Inc. (“**FTI**”) in its capacity as court-appointed receiver of Rokstad Holdings Corporation (“**Rokstad**”) and each of the subsidiaries and affiliates of Rokstad (each a “**Rokstad Group Company**”, and together, the “**Rokstad Group Companies**”), not in its personal or corporate capacity (collectively, the “**Seller**”), Stellex Power Line Opco LLC, a Delaware limited liability company, and 1501841 B.C. Ltd., a British Columbia company (Stellex Power Line Opco LLC and 1501841 B.C. Ltd. are referred to herein collectively as the “**Buyer**”). Seller and Buyer are each referred to herein individually as a “**Party**” and collectively as the “**Parties**”. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of [●], 2025, by and between Buyer, Seller and the other parties thereto (as amended, modified or supplemented, the “**Purchase Agreement**”), Seller has agreed to sell to Buyer certain assets of the Rokstad Group Companies used to operate the Business, and Buyer has agreed to purchase such assets and assume certain liabilities of the Rokstad Group Companies, in each case, on the terms and subject to the conditions in the Purchase Agreement;

WHEREAS, the Rokstad Group Companies hold certain contractor licenses required to operate certain portions of the Business in certain jurisdictions, including the licenses set forth on Schedule A hereto (the “**Business Licenses**”);

WHEREAS, certain employees and/or independent contractors of the Rokstad Group Companies may retain their relationships with such Rokstad Group Company with whom the employee and/or independent contractor is employed or engaged, as applicable, on and after Closing until such time as their employment or engagement, as applicable, is terminated by such Rokstad Group Company or transitioned to the Buyer; and

WHEREAS, following the Closing, Buyer and Seller desire to operate the Business, in the jurisdictions and under the contracts for which the Business Licenses are required, pursuant to the terms of this Agreement until Buyer obtains the contractor licenses required for Buyer to conduct the Business in its own name (the “**Buyer Licenses**”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and intending to be legally bound, the Parties do hereby agree as follows:

Section 1. Transitional Arrangements.

(a) Services. Commencing on the date hereof and during the term of this Agreement (the “**Services Period**”), Seller shall provide or cause to be provided to Buyer, or on behalf of Buyer, the services previously furnished directly or indirectly (including by subcontract or otherwise) by the Rokstad Group Companies in connection with the operation of the Business prior to the date hereof, which services are set forth on Schedule A, as amended from time to time by Buyer with the approval (not to be unreasonably withheld, conditioned or delayed) of Seller (each, individually, a “**Service**,” and collectively, the “**Services**”). Schedule A shall be incorporated into and form an integral part of this

Agreement; provided, however, that in the event of any inconsistency or conflict between Schedule A and the terms of this Agreement, the terms of this Agreement shall control and be determinative.

(b) Employees and/or Independent Contractors.

(i) The Parties acknowledge that Buyer may not legally acquire certain employees and/or independent contractors of the Rokstad Group Companies by virtue of the transactions contemplated by the Purchase Agreement and that such employees and/or independent contractors may retain their relationships with the Rokstad Group Companies from and after the Closing; provided, however, that Buyer retains the right to transition any such employees and/or independent contractors of the Rokstad Group Companies (as determined by Buyer in its sole discretion) to become employees or independent contractors of Buyer or a third-party designated by Buyer at any time, subject to applicable law. As such, for the duration of the Services Period, Seller shall (x) make available to Buyer and the Business for all purposes those employees and/or independent contractors of the Rokstad Group Companies set forth on Schedule B¹ that were employed, engaged and/or retained by the Rokstad Group Companies in connection with the Business, (y) use commercially reasonable efforts to retain such employees and/or independent contractors, and (z) not terminate the employment, engagement or retention of any such employee and/or independent contractors without Buyer's prior written consent. After the Closing Date, if requested by Buyer, at Buyer's sole cost and expense, Seller shall cause the Rokstad Group Companies to hire, engage or retain, and make available to Buyer, additional employees and/or independent contractors to provide the Services. To facilitate the Services, for the duration of the Services Period the Seller shall maintain the Canadian ownership of Rokstad Power Inc., and Rokstad Power Inc. shall maintain control over its employees.

(ii) Buyer shall be responsible and shall promptly reimburse Seller for all compensation and benefits incurred during the Services Period and payable to those employees and/or independent contractors of the Rokstad Group Companies providing Services hereunder; provided, however, that the rate of compensation and the type, level and quality of benefits as in effect immediately prior to Closing shall not be modified by Seller without Buyer's prior written consent. Subject to the foregoing, Seller shall be responsible for making payments with respect to and administering all matters pertaining to the provision of human resource functions to employees and/or independent contractors employed by the Rokstad Group Companies, including payroll, employment taxes and workers' compensation.

(c) Intellectual Property.

(i) Solely during the Service Period, and solely to the extent required for the provision of the Services in accordance with this Agreement, Buyer grants to Seller a non-exclusive, limited, non-sublicensable, non-transferable, royalty-free, revocable license to use the necessary Intellectual Property owned by Buyer, in North America only, subject to any applicable restrictions, limitations or instructions provided in writing by Buyer to Seller (the "**IP License**"). To the extent the foregoing license includes the use of any trademarks of Buyer, the Seller shall ensure that its use of such trademarks shall only be with respect to goods and services provided at or above an industry standard level of quality and Seller shall not use such trademarks in any manner that would reasonably damage or tarnish the goodwill associated therewith. Any and all goodwill arising from Seller's use of any such trademarks shall be vested exclusively in, and shall inure solely to the benefit of, Buyer. Buyer has the right to revoke or terminate the IP License for

¹ Note to Draft: Schedule B to be populated prior to Closing.

any reason by providing written notice to Seller, upon receipt of which notice Seller shall immediately cease using Buyer's Intellectual Property.

(ii) Notwithstanding the foregoing or anything to the contrary herein, neither Seller nor Rokstad nor any of Rokstad's Affiliates shall acquire under this Agreement any right, title or interest in Buyer's Intellectual Property. All Intellectual Property and data provided by or on behalf of Buyer to Seller or Rokstad or any of Rokstad's Affiliates shall remain the property of Buyer in all respects.

(iii) To the extent any right, title or interest in any Intellectual Property vests in Seller by operation of law or otherwise, Seller hereby irrevocably and perpetually assigns, and shall cause its Affiliates, as applicable, to assign, to Buyer any and all such right, title and interest throughout the world in and to such Intellectual Property.

(d) Seller Covenants.

(i) Throughout the Services Period and until such time as Buyer acquires the Buyer Licenses, Seller hereby undertakes and agrees to provide the Services in good faith and in a manner substantially consistent with the practice of The Rokstad Group Companies immediately prior to the Closing in compliance with the Purchase Agreement; provided, however, that the Parties acknowledge and agree that Seller does not regularly provide to third parties services such as the Services as part of its business and, except as set forth in this Section 1(d), Seller does not otherwise warrant or assume responsibility for its Services.

(ii) Seller hereby undertakes and agrees to comply with all applicable laws that govern the performance of its obligations under this Agreement. Seller further undertakes and agrees to maintain the Business Licenses in good standing until issuance of the Buyer Licenses, and to reasonably cooperate with Buyer and take such actions as are reasonably requested by Buyer so that Buyer can obtain the benefits of the Business Licenses as necessary to permit the Business to operate in the ordinary course and in an uninterrupted manner until issuance of the Buyer Licenses.

(iii) In the course of providing the Services, should the Seller require access to any computer systems, networks, systems, data processing or communications services or facilities of the Buyer (collectively, "**Systems**"), Seller will, and will cause its Affiliates to, comply with all applicable policies and procedures of Buyer, including corporate information policies, physical security policies, policies with respect to protection of proprietary information, other policies regarding the use of computing resources, information technology procedures and policies, system security policies, facility policies and procedures, in each case, as in effect from time to time. Seller will only access and use those Systems for which the Buyer has granted access and will use such Systems solely for the purpose of providing the applicable Services.

(e) Buyer Covenants.

(i) Buyer acknowledges that Seller is providing the Services as an accommodation to Buyer to allow Buyer a period of time to obtain its own Services for the Business. During the term of this Agreement, Buyer agrees that it shall use its commercially reasonable efforts to obtain the Buyer Licenses.

(ii) Buyer hereby grants to Seller the continued right of occupancy at all locations of the Business to the extent required to perform the Services and maintain the Business Licenses.

(f) Term. The term of this Agreement shall commence on the Closing Date and shall remain in effect until the earlier of (i) May [•], 2025 or (ii) such time as all Services are no longer being provided hereunder (such earlier date, the “**Expiration Date**”), unless earlier terminated under Section 4 or as otherwise provided in Schedule A.

(g) Certain Service Limitations.

(i) Seller shall be required to provide the Services only to the extent and only at the locations, in the manner and, where applicable, in such quantities, as such Services were provided prior to the Closing as necessary or reasonably desirable for the operation of the Business.

(ii) Seller shall not be required to provide any Service to the extent the performance of such Service becomes commercially impracticable as a result of a cause or causes outside the control of Seller using its commercially reasonable efforts (“**Impracticability**”), including to the extent the performance of such Services would require Seller to violate any applicable laws or would result in the breach of any applicable material contract. Seller shall give Buyer as much advance notice as is practicable of the occurrence of any event that would cause Seller to curtail or cease providing any Service pursuant to this Section 1(g). If Seller reasonably believes that it is unable to provide any Service because of a failure to obtain necessary consents, licenses, sublicenses or approvals, or because of Impracticability, the Parties shall cooperate in good faith to determine the best alternative approach. Until such alternative approach is found or the problem is otherwise resolved to the satisfaction of the Parties, Seller shall use commercially reasonable efforts to continue providing the Service. To the extent an agreed upon alternative approach results in the incurrence of additional expense beyond which was incurred in connection with the underlying Service, Buyer shall reimburse Seller for the amount of such additional expense.

(iii) Notwithstanding any statement to the contrary herein, Seller shall not provide any services that involve the rendering of legal, regulatory or tax advice or counsel.

(h) Staffing. Subject to the standard of care described in Section 1(d) hereof, Seller shall, with the consent of Buyer (not to be unreasonably withheld, conditioned or delayed), determine the staffing required and particular personnel assigned to perform the Services hereunder, which staffing shall in any case be reasonably sufficient for the provision of the Services.

(i) Good Faith Cooperation; Consents. Seller and Buyer shall use good faith efforts to cooperate with each other in all matters relating to the provision, receipt and transition of Services. Such cooperation shall include exchanging relevant information, performing adjustments and obtaining all third-party consents, licenses, sublicenses or approvals necessary to permit each Party to perform its obligations hereunder. The costs of obtaining such third-party consents, licenses, sublicenses or approvals shall be borne entirely by Buyer; provided, however, that Buyer’s prior approval of any payments by Seller to third parties for such consents shall be required.

Section 2. Compensation for Services.

(a) Fees. Except for expenses as provided in Section 2(b) below, the Services shall be provided at no cost to Buyer. All proceeds received from third parties by Seller in connection with Seller's provision of the Services shall be promptly (and in any event within five (5) business days of receipt) remitted in full to Buyer.

(b) Expenses. On the first (1st) business day of each month during the Services Period, Buyer shall advance to Seller all reasonable and actual out-of-pocket expenses incurred by Seller (other than any fees or expenses payable to the receiver or its professionals) in connection with the performance of Services hereunder, including the reasonable professional fees of Seller and its counsel, which expenses are set forth on Schedule A, as adjusted from time to time following the date hereof to reflect any changes in the Services provided hereunder (the "Expenses"). To the extent any advance made by Buyer hereunder is insufficient to cover the full cost of the Expenses (the amount of any such insufficiency, the "Shortfall"), Seller shall provide written notice to Buyer of such Shortfall, including reasonable supporting documentation thereof. Promptly following receipt of such written notice, Buyer shall pay to Seller the amount of any such Shortfall. Notwithstanding anything to the contrary herein, to the extent Buyer reasonably disputes the amount of any Expenses or Shortfall payable hereunder, the Parties shall work together in good faith to resolve any such dispute.

Section 3. Limitation of Liability.

(a) Limitation of Liability of Seller. Neither Seller, nor any of its respective employees or agents, will be liable to Buyer for, and Buyer releases and forever discharges Seller and its employees and agents from, any and all claims, liabilities, actions, suits, judgments, losses, injuries, damages, costs and expenses arising out of or connected with any act or omission of Seller or its employees or agents, pursuant to this Agreement or with respect to the Services, other than those arising out of or connected to a breach of this Agreement by Seller or through the gross negligence or the willful misconduct of Seller, The Rokstad Group Companies (or their employees or agents).

(b) Limitation of Liability of Buyer. Neither Buyer, nor any of its employees or agents, will be liable to Seller for, and Seller releases and forever discharges Buyer and its employees and agents from, any and all claims, liabilities, actions, suits, judgments, losses, injuries, damages, costs and expenses arising out of or connected with any act or omission of Buyer or its employees or agents, pursuant to this Agreement or with respect to the Services, other than those arising out of or connected to a breach of this Agreement by Buyer or through the gross negligence or the willful misconduct of Buyer (or its employees or agents).

Section 4. Termination.

(a) Buyer may terminate this Agreement, either with respect to all or with respect to any one or more of the Services provided hereunder, or any portion thereof, for any reason or for no reason, at any time upon fifteen (15) days' prior written notice to Seller.

(b) Either Seller or Buyer may also terminate this Agreement if the other Party breaches a material provision of this Agreement and does not cure such breach within fifteen (15) days after being given notice of the breach.

(c) In the event of any termination or expiration with respect to one or more of the Services, but not all of the Services, this Agreement will continue in full force and effect with respect to any Services not terminated or expired in accordance with this Agreement.

(d) Termination of this Agreement or termination or expiration of any Service in accordance with this Section 4 will not relieve any Party from its obligations or liabilities arising hereunder prior to the date of such termination or expiration, nor will it affect the rights of any Party with respect to any claims or damages it may have suffered as a result of any breach of this Agreement by the other Party.

Section 5. Miscellaneous.

(a) Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given: (a) on the day of service if served personally (at the address set forth below) on the Party to whom notice is to be given; (b) on the day of transmission if delivered by electronic mail (to the email address set forth below) during regular business hours on a Business Day and, if not, then on the following Business Day; or (c) one (1) Business Day after being sent (to the address set forth below) by Fed Ex or a similar nationally recognized overnight courier (with next day delivery specified):

If to Buyer:

Stellex Power Line OpCo LLC
900 Third Avenue
New York, NY 10022
E-mail: ikrasik@stellexcapital.com
Attention: Irina Krasik

with a copy to (which shall not constitute notice):

Blake, Cassels & Graydon LLP
1133 Melville St #3500,
Vancouver, BC V6E 4E5
E-mail: peter.bychawski@blakes.com /
kelly.bourassa@blakes.com
Attention: Peter Bychawski / Kelly Bourassa

Greenberg Traurig, LLP
One Vanderbilt Avenue
New York, NY 10017
E-mail: pinkaso@gtlaw.com
Attention: Oscar N. Pinkas

If to Seller:

FTI Consulting Canada, Inc., in its capacity as court-appointed receiver of the Companies

E-mail: tom.powell@fticonsulting.com
Attention: Thomas Powell

with a copy to (which shall not constitute notice):

Osler, Hoskin & Harcourt LLP
Suite 300, Bentall Four
1055 Dunsmuir Street
Vancouver, BC V7X 1K8
E-mail: mattery@osler.com
Attention: Mary Buttery

Pachulski Stang Ziehl & Jones
1 Sansome St, Ste 3420
San Francisco, CA 94104

E-mail: dgrassgreen@pszjlaw.com
Attention: Debra Grassgreen

Any Party may change its address for the purpose of this Section 5(a) by giving the other Party written notice of its new address in the manner set forth above.

(b) Non-Waiver. The failure in any one or more instances of a Party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege in this Agreement conferred, or the waiver by said Party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. Except as expressly provided herein, no waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

(c) Entire Agreement. This Agreement (along with Schedule A and Schedule B attached hereto and the other documents referred to herein) constitutes the entire agreement between the Parties solely with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral, between or among the Parties with respect to such subject matter. Each attachment, exhibit and schedule shall be considered incorporated into this Agreement. Any amendments, or alternative or supplementary provisions, to this Agreement must be made in writing and duly executed by an authorized representative or agent of each Party.

(d) Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Seller without the prior written consent of Buyer.

(e) Governing Law. This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation, inducement to enter and/or performance of this Agreement (whether related to breach of contract, tortious conduct or otherwise and whether now existing or hereafter arising) shall be governed by, the internal laws of the Province of British Columbia. Each of the Parties hereby agrees that, so long as Rokstad remains in active receivership by Seller, the receivership court shall have exclusive jurisdiction for the adjudication of any and all disputes or controversies arising out of or relating directly or indirectly to this Agreement and, thereafter, the courts of the British Columbia Supreme Court located in the City of Vancouver, British Columbia shall have exclusive jurisdiction for the adjudication of any and all disputes or controversies arising out of or relating directly or indirectly to this Agreement.

(f) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. This Agreement may be executed through the exchange of portable document format .pdf email signature pages or other electronic means, which shall have the same legal effect as original signatures.

(g) Severability; Parties in Interest. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, and, for purposes of such jurisdiction, such provision or portion thereof shall be struck from the remainder of this Agreement, which shall remain in full force and effect. This Agreement shall be reformed, construed and enforced in such jurisdiction so as to best give effect to the intent of the Parties under this Agreement. Nothing in this Agreement, express or implied, is intended to confer upon any person not a party to this Agreement any rights or remedies of any nature whatsoever under or by reason of this Agreement.

(h) Independent Contractors. The Parties hereto are independent contractors. Nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, franchise or joint venture relationship between the Parties. Neither Party shall incur any debts or make any commitments for the other, except to the extent, if at all, specifically provided herein.

(i) Information Assistance. During the term of this Agreement, and for a period of one (1) year thereafter, each Party shall maintain complete and accurate books and records relating to the Services and shall provide to the other Party copies of such records as may be reasonably requested by the other Party.

(j) Communication. Each of Seller and Buyer shall designate in writing to the other Party its general representative (together, the “**Primary Representatives**”) who shall be the primary liaison between Seller and Buyer in the implementation of this Agreement and who shall be copied on all correspondence between the Parties. As of the date hereof, Buyer designates Irina Krasik and Seller designates Thomas Powell. The Primary Representatives shall correspond regularly and in good faith to insure that, whenever possible, both Parties’ concerns as to the day-to-day management of the Business are acted upon and resolved to the mutual satisfaction of the Parties.

(k) Purchase Agreement. Neither the making nor the acceptance of this Agreement will enlarge, restrict or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by any Party of any liabilities, obligations, or commitments imposed upon them by the terms of the Purchase Agreement, including the representations, warranties, covenants, agreements and other provisions of the Purchase Agreement. In the event of any conflict between the provisions of this Agreement (including the exhibit(s) hereto) and the provisions of the Purchase Agreement, on the other hand, the Purchase Agreement will control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officers as of date first above written.

SELLER:

FTI Consulting Canada, Inc., in its capacity as court-appointed receiver of Rokstad and its affiliates

By: _____
Name: Thomas Powell
Title: Senior Managing Director

BUYER:

Stellex Power Line Opco LLC

By: _____
Name: Irina Krasik
Title: Authorized Signatory

1501841 B.C. Ltd.

By: _____
Name: Irina Krasik
Title: Authorized Signatory

SCHEDULE A**Services**

Business License	Description of Transition Service	Duration	Service Provider	Expenses
California: CSLB Contractors License (License ID: 993841) and Related Services	Seller agrees, under [Seller/Rokstad Power] ² 's CSLB Contractors License (License ID: 993841) (the " Seller CA License "), to continue to operate the Business in the ordinary course of business and in an uninterrupted manner (including, without limitation, to continue to qualify for projects, satisfy contractual requirements, and take all actions to ensure that the Seller CA License remains in full force and effect at all times) in accordance with the terms hereof, and (ii) provide all contractor supervisory services and other services reasonably requested by Buyer in connection with the foregoing and in order to comply with applicable law.	Until Buyer is issued its own CSLB Contractors License (the " Buyer CA License ") and all outstanding jobs with permits that use the Seller CA License have been completed or such permits have been modified to reflect the Buyer CA License, enabling Buyer to continue to operate the Business in the ordinary course of business and in an uninterrupted manner.	Seller	\$[•]
Hawaii: General License – Contractor – Entity (License ID: CT-38500) and Related Services	Seller agrees, under [Seller/Rokstad Power] 's General License – Contractor – Entity (License ID: CT-38500) (the " Seller HI License "), to continue to operate the Business in the ordinary course of business and in an uninterrupted manner (including, without limitation, to continue to qualify for projects, satisfy contractual requirements, and take all actions to ensure that the Seller HI License remains in full force and effect at all times) in accordance with the terms hereof, and (ii) provide all contractor supervisory services and other services reasonably requested by Buyer in connection	Until Buyer is issued its own General License (the " Buyer HI License ") and all outstanding jobs with permits that use the Seller HI License have been completed or such permits have been modified to reflect the Buyer HI License, enabling Buyer to continue to operate the Business in the ordinary	Seller	\$[•]

² Note to Draft: To refer to the Rokstad entity holding the applicable Business License.

	with the foregoing and in order to comply with applicable law.	course of business and in an uninterrupted manner.		
British Columbia: British Columbia: BC Electrical Contractors License (Electrical - LEL0002855)]	Seller agrees, under [Seller/Rokstad Power] 's BC Electrical Contractors License (Electrical - LEL0002855) (the " Seller BC License "), to continue to operate the Business in the ordinary course of business and in an uninterrupted manner (including, without limitation, to continue to qualify for projects, satisfy contractual requirements, and take all actions to ensure that the Seller BC License remains in full force and effect at all times) in accordance with the terms hereof, and (ii) provide all contractor supervisory services and other services reasonably requested by Buyer in connection with the foregoing and in order to comply with applicable law.	Until Buyer is issued its own BC Electrical Contractors License (the " Buyer BC License ") and all outstanding jobs with permits that use the Seller BC License have been completed or such permits have been modified to reflect the Buyer BC License, enabling Buyer to continue to operate the Business in the ordinary course of business and in an uninterrupted manner.	Seller	[\$•]
USDOT/FMCSA	Seller agrees, under [Seller/Rokstad Power] 's USDOT/FMCSA License (the " Seller USDOT/FMCSA License "), to continue to operate the Business in the ordinary course of business and in an uninterrupted manner (including, without limitation, to continue to qualify for projects, satisfy contractual requirements, and take all actions to ensure that the Seller USDOT/FMCSA License remains in full force and effect at all times) in accordance with the terms hereof, and (ii) provide all contractor supervisory services and other services reasonably requested by Buyer in connection with the foregoing and in order to comply with applicable law.	Until Buyer is issued its own USDOT/FMCSA License (the " Buyer USDOT/FMCSA License ") and all outstanding jobs with permits that use the Seller USDOT/FMCSA License have been completed or such permits have been modified to reflect the Buyer USDOT/FMCSA License, enabling Buyer to continue to operate the Business in the ordinary course of business and in an uninterrupted manner.	Seller	[\$•]

Service	System and Processes Required	Duration of Services	Services Provider	Expense
Data Information and Access	Access to data and historical information. Performance of reasonable services needed for the transfer of information related to customer, supplier and contractual counterparty (including applicable governmental authorities) from The Rokstad Group Companies to Stellex.	3 months	Seller	[Nil.]
IT Services	Maintenance of systems administration and support for the function of IT, including but not limited to networking, telecommunications, storage, servers, backup/recovery and user administration during routine, abnormal and maintenance conditions.	3 months	Seller	[Nil.]
Payroll Reconciliation	Approved personnel of Seller and Stellex to cooperate to ensure uninterrupted payroll and benefits administration for employees following the Closing and to perform payroll reconciliation, if necessary.	3 months	Seller	[Nil.]
Human Resources Data	Access and use to all human resources data related to the Business.	3 months	Seller	[Nil.]
Finance and Accounts Payable	Access to all back office functions for managing finance and accounts payable.	3 months	Seller	[Nil.]
Health, Safety, Environment and Quality Data	Access and use to all health, safety, environment and quality data related to the Business.	3 months	Seller	[Nil.]

SCHEDULE B

Employees

[•]

Exhibit 3
Backup AVO

No. B-240477
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

Between:

STELLEX POWER LINE OPCO LLC AND 1501841 B.C. LTD.

PETITIONERS

And:

ROKSTAD HOLDINGS CORPORATION, ROKSTAD POWER (2018) LTD., ROKSTAD
POWER CONSTRUCTION SERVICES LTD., ROKSTAD POWER TRANSMISSION
SERVICES LTD., ROKSTAD POWER (PRAIRIES) LTD., GOLDEN EARS PAINTING &
SANDBLASTING (2018) LTD., PLOWE POWER SYSTEMS (2018) LTD., ROKSTAD
POWER (EAST), INC., ROKSTAD POWER INC. AND ROK AIR, LLC

RESPONDENTS

ORDER MADE AFTER APPLICATION
(STELLEX 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;

- 14 -

- 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.

- 16 -

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

- 17 -

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

- 20 -

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

- 21 -

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

- 22 -

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

- 23 -

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

- 24 -

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

- 26 -

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

- 27 -

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

- 28 -

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

- 29 -

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

Exhibit 4
Stalking Horse APA

ASSET PURCHASE AGREEMENT

by and among

FTI CONSULTING CANADA INC., solely in its capacity as court-appointed receiver 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, and not in its personal or corporate capacity

and

1501841 B.C. LTD. and STELLEX POWER LINE OPCO LLC

dated as of December 5, 2024

TABLE OF CONTENTS

Article I Definitions..... 2

Article II Purchase and Sale 12

 Section 2.01 Purchase and Sale..... 12

 Section 2.02 Excluded Assets 15

 Section 2.03 Assumed Liabilities 16

 Section 2.04 Excluded Liabilities..... 17

 Section 2.05 Purchase Price 17

 Section 2.06 Intended U.S. Tax Treatment 18

 Section 2.07 Non-assignable Assets 18

 Section 2.08 Assistance 19

 Section 2.09 GST/HST Election 19

 Section 2.10 Section 22 Election 20

 Section 2.11 Subsection 20(24) Election 20

 Section 2.12 As is, Where is..... 20

 Section 2.13 Approval of the Courts 20

Article III Closing..... 21

 Section 3.01 Closing 21

 Section 3.02 Closing Deliverables..... 21

Article IV Representations and Warranties of Seller 22

 Section 4.01 Authority of Seller 22

 Section 4.02 Taxes 23

 Section 4.03 Receivership Proceedings 23

 Section 4.04 No Other Representations and Warranties 23

Article V Representations and Warranties of Buyers 23

 Section 5.01 Organization and Authority of Buyers 23

 Section 5.02 Authority of Buyer 24

 Section 5.03 No Conflicts; Consents..... 24

 Section 5.04 Legal Proceedings 24

 Section 5.05 Independent Investigation..... 25

 Section 5.06 Taxes 25

Article VI Covenants 25

 Section 6.01 Conduct of Business Prior to Closing..... 25

Section 6.02 Employees and Employee Benefits..... 25

Section 6.03 Books and Records..... 28

Section 6.04 Closing Conditions 28

Section 6.05 Public Announcements and Seller Disclosures..... 28

Section 6.06 Closing Allocation of Purchase Price..... 29

Section 6.07 Bulk Sales Laws 29

Section 6.08 Transfer Taxes 29

Section 6.09 Further Assurances 29

Section 6.10 Taxes 29

Section 6.11 Disclosed Personal Information 30

Section 6.12 ERISA..... 30

Section 6.13 Seller's Obligations 31

Section 6.14 Closing Certificate..... 31

Article VII Conditions to Closing..... 31

 Section 7.01 Conditions to Obligations of All Parties 32

 Section 7.02 Conditions to Obligations of Buyers 32

 Section 7.03 Conditions to Obligations of Seller 33

Article VIII Termination 34

 Section 8.01 Termination..... 34

 Section 8.02 Effect of Termination 35

 Section 8.03 Expense Reimbursement..... 35

Article IX Miscellaneous 35

 Section 9.01 Sale of Subset of Assets 35

 Section 9.02 Name Winddown..... 35

 Section 9.03 Expenses 36

 Section 9.04 Notices..... 36

 Section 9.05 Interpretation 37

 Section 9.06 Headings 37

 Section 9.07 Severability 37

 Section 9.08 Entire Agreement..... 37

 Section 9.09 Successors and Assigns..... 38

 Section 9.10 No Third-Party Beneficiaries..... 38

 Section 9.11 Amendment and Modification; Waiver 38

Section 9.12	Governing Law	38
Section 9.13	Waiver of Jury Trial	39
Section 9.14	Jurisdictions	39
Section 9.15	Specific Performance	39
Section 9.16	Counterparts.....	39
Section 9.17	Non-recourse	39

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "**Agreement**"), dated as of December 5, 2024, is entered into by and among FTI Consulting Canada Inc. ("**FTI**"), in its capacity as court-appointed receiver of Rokstad Holdings Corporation, a British Columbia company ("**RHC**"), Rokstad Power (2018) Ltd., a British Columbia company ("**RPI 2018**"), Golden Ears Painting & Sandblasting (2018) Ltd., a British Columbia company ("**Golden Ears**"), Plowe Power Systems (2018) Ltd., a British Columbia company ("**PPS**"), Rokstad Power Construction Services Ltd., a British Columbia company ("**RP Construction**"), Rokstad Power Transmission Services Ltd., a British Columbia company ("**RP Transmission**"), Rokstad Power (Prairies) Ltd., a British Columbia company ("**RP Prairies**"), Rokstad Power Inc., a Delaware corporation ("**RPI Opco**"), Rok Air, LLC, a Delaware limited liability company ("**Rok Air**"), Rokstad Power (East) Inc., a Delaware corporation ("**RPE**") and, together with RHC, RPI 2018, Golden Ears, PPS, RP Construction, RP Transmission, RP Prairies, RPI Opco and Rok Air (each, a "**Company**" and, collectively, the "**Companies**"), and not in its personal or corporate capacity (collectively, the "**Seller**"), 1501841 B.C. Ltd., a British Columbia company ("**Canada Buyer**"), and Stellex Power Line Opco LLC, a Delaware limited liability company ("**United States Buyer**") and, together with Canada Buyer, "**Buyers**").

RECITALS

WHEREAS, the Companies are engaged in the business of providing (i) utility transmission and distribution services for critical power infrastructure, including offering power line contracting services, support services and emergency and storm response services, and (ii) painting, body work, graphic installation and sandblasting services for industrial machinery and vehicles used in utility transmission and distribution services (collectively, the "**Business**");

WHEREAS, on October 7, 2024, pursuant to that certain Purchase and Sale of Indebtedness and Security Agreement, by and among Buyers and Canadian Western Bank ("**CWB**"), Buyers purchased from CWB, *inter alia*, all of CWB's right, title, interest in and to, and obligations as a lender under, the CWB Secured Note, thereafter becoming the senior secured lenders of the Companies;

WHEREAS, on October 28, 2024, pursuant to that certain Purchase and Sale of Indebtedness and Security Agreement, by and among Buyers and Crown Capital Partner Funding, LP ("**Crown**"), Buyers purchased from Crown, *inter alia*, all of Crown's right, title and interest in and to, and obligations as a lender under, the Crown Secured Note, thereafter becoming the sole secured lenders of the Companies;

WHEREAS, on November 6, 2024, Seller was appointed by order of the BC Court as receiver of the assets, undertaking and property of the Companies pursuant to Section 243 of the BIA and Section 39 of the LEA (the "**Receiver**");

WHEREAS, since Seller was appointed by order of the BC Court as Receiver, Buyers have funded the receivership proceeding with secured lending pursuant to Receiver's Certificate(s)) as approved by order of the BC Court;

WHEREAS, the total indebtedness owed to Buyers under the CWB Secured Note, the Crown Secured Note, and the Receivership Certificate(s) exceeds CAD\$72,000,000 plus US\$33,500,000 plus interest, fees, expenses and charges as of the date of this Agreement and is secured by blanket liens over all the assets of the Companies;

WHEREAS, Seller wishes to sell, transfer and assign to Canada Buyer, and Canada Buyer, subject to court approval and completion of the Sale Process Procedures, wishes to purchase and assume from Seller, all of the Purchased Assets (other than any Purchased Intellectual Property Assets) located in, or used in the conduct of the Business of the Companies in, Canada, subject to the terms and conditions set forth herein; and

WHEREAS, Seller wishes to sell and assign to United States Buyer, and United States Buyer, subject to court approval and completion of the Sale Process Procedures, wishes to purchase and assume from Seller, all of the Purchased Assets located in, or used in the conduct of the Business of the Companies in, the United States (the "**U.S. Assets**") and the Purchased Intellectual Property Assets, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I DEFINITIONS

The following terms have the meanings specified or referred to in this Article I:

"**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Affiliated Group**" means any affiliated group as defined in Section 1504 of the Code (or any analogous combined, consolidated or unitary group defined under state, local or foreign income Tax law) of which any Company is or has been a member.

"**Agreement**" has the meaning set forth in the preamble.

"**Alternate Transaction**" means any transaction (or series of transactions) involving the direct or indirect sale, transfer or other disposition of all or any material part of the Purchased Assets, the entities that own the Purchased Assets, or the Business to a purchaser or purchasers other than Buyers or effecting any other transaction the consummation of which would be substantially inconsistent with or in lieu of the transactions contemplated hereby, including by way of any merger, share purchase or exchange, asset purchase, tender offer, business combination, consolidation, joint venture, license, restructuring, reorganization, recapitalization, refinancing, spin-off, split-off, or other transaction. Notwithstanding the foregoing, an Alternate Transaction excludes any sale by Seller of a subset of Purchased Assets in accordance with Section 9.01 and the Sale Process Procedures and for which the Buyers, as the senior secured lenders of the Companies, receive the sale proceeds therefrom irrevocably in cash.

"**Assigned Contracts**" has the meaning set forth in Section 2.01(b)(iv).

"**Assignment and Assumption Agreement**" has the meaning set forth in Section 3.02(a)(iv).

"**Assignment and Assumption of Lease**" has the meaning set forth in Section 3.02(a)(v).

"**Assumed Liabilities**" has the meaning set forth in Section 2.03.

"**Assumption Notice**" has the meaning set forth in Section 6.02(d).

"**BC Approval and Vesting Order**" means a BC Court order approving this Agreement and the consummation of the transactions contemplated hereby, and vesting all right and title in and to the Purchased Assets and Business in Buyers, free and clear of any Encumbrances (other than Permitted Encumbrances) in the form and substance as attached here to Exhibit 2 and with any changes thereto being acceptable (such acceptance not to be unreasonably withheld, conditioned or delayed) to Seller and Buyers.

"**BC Court**" means the Supreme Court of British Columbia.

"**Benefit Plan**" means any employee benefit plan, whether or not subject to ERISA, and each material employment, consulting, compensation, pension, supplemental pension, retirement, incentive, bonus, stock option, restricted stock, stock appreciation right, phantom equity, change in control, severance, vacation, paid time off, welfare, fringe-benefit and each other material employee benefit plan, agreement, policy and program, in each case, which is maintained, sponsored, contributed to, or required to be contributed to by a Company, or under which a Company has any material liability or other obligations thereunder.

"**BIA**" means the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended.

"**Bill of Sale**" has the meaning set forth in Section 3.02(a)(i).

"**Books and Records**" has the meaning set forth in Section 2.01(b)(ix).

"**Business**" has the meaning set forth in the recitals.

"**Business Day**" means any day except Saturday, Sunday or any other day on which commercial banks located in Vancouver, British Columbia or New York, NY are authorized or required by Law to be closed for business.

"**Buyer U.S. Benefit Plan**" has the meaning set forth in Section 6.02(d).

"**Buyers**" has the meaning set forth in the preamble.

"**Canada Buyer**" has the meaning set forth in the preamble.

"**Canadian Benefit Plan**" means each Benefit Plan that is governed by the laws of Canada and/or any province or territory thereof set forth on Schedule D-1.

"**CARES Act**" means the Coronavirus Aid, Relief and Economic Security Act and any similar or conforming legislation in any U.S. jurisdiction, and any subsequent legislation relating to the COVID-19 pandemic, including the Health and Economic Recovery Omnibus Emergency Solutions Act.

"**Chapter 15 Proceedings**" means proceedings in respect of the Companies commenced under Chapter 15 of the U.S. Bankruptcy Code by Seller.

"**Closing**" has the meaning set forth in Section 3.01.

"**Closing Date**" means the first Business Day after the date on which the last of the conditions to the obligations of the parties as set forth in Section 7.01, Section 7.02 and Section 7.03 are satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of all such conditions at or concurrently with the Closing), or at such other time or place or on such other date as may be mutually agreed upon by Buyers and Seller.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Companies**" and "**Company**" have the meaning set forth in the recitals.

"**Consent**" has the meaning set forth in Section 2.07.

"**Contract Cure Amount**" means, with respect to any Assigned Contract, the amounts required to be paid, if any, at Closing pursuant to the BC Approval and Vesting Order and/or the U.S. Recognition Order in connection with the assumption and assignment of such Assigned Contract.

"**Contracts**" means all contracts, leases, mortgages, licenses, instruments, notes, commitments, undertakings, indentures and other agreements, whether oral or in writing.

"**Courts**" means the U.S. Court and BC Court.

"**Credit Bid**" means a credit bid of (i) all outstanding Indebtedness under the Receiver's Certificate(s), including all principal, interest and expenses incurred or accrued in connection therewith, and (ii) CAD\$45,000,000 (or its US Dollar equivalent) of the Secured Obligations owed Buyers under the CWB Secured Note and/or Crown Secured Note.

"**Crown Secured Note**" means the Amended and Restated Loan Agreement, dated November 6, 2019, among Crown Capital Partner Funding, LP, the Companies and Bernard George Rokstad and Bernard Aaron Rokstad, as amended, including all security or guarantees securing and guaranteeing (or intending to secure and/or guarantee) any Indebtedness thereunder, and any other agreements, documents and/or instruments executed in connection therewith or pursuant thereto.

"**CWB Secured Note**" means the Amended and Restated Credit Agreement, dated December 22, 2020, among Canadian Western Bank, the Companies and Bernard George Rokstad, as amended, including all security or guarantees securing and guaranteeing (or intending to secure and/or guarantee) any Indebtedness thereunder, and any other agreements, documents and/or instruments executed in connection therewith or pursuant thereto.

"**Data Laws**" means applicable Laws and guidelines from Governmental Authorities relating to the Processing of Personal Information; privacy; data security; data protection; sending solicited or unsolicited electronic mail and text messages; cookies and online trackers; and the transfer, sharing, and security of Personal Information as applicable in all jurisdictions relevant to the Business of the Companies.

"Disclosed Personal Information" means any information about an individual that is disclosed, made available or otherwise provided to Buyers by Seller or the Companies in connection with this Agreement, excluding the name, job title, business address and telephone number of an employee of any Company.

"Employee Company" shall mean the employee services company set up by United States Buyer and its partner on or before Closing, which company shall be an Affiliate of Buyers at Closing.

"Employees" means those Persons employed by the Companies or any of their Subsidiaries or predecessors immediately prior to the Closing.

"Encumbrance" means any lien, pledge, mortgage, deed of trust, security interest (including setoff or recoupment rights or claims), charge, claim, interest, easement, encroachment or other encumbrance.

"Environmental Law" means any applicable Law in effect prior to or as of the date of this Agreement, and any Governmental Order or binding agreement with any Governmental Authority in effect prior to or as of the date of this Agreement: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient or indoor air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal, or remediation of any Hazardous Materials. The term "Environmental Law" includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act of 1910, as amended, 7 U.S.C. §§ 136 et seq.; the Oil Pollution Act of 1990, as amended, 33 U.S.C. §§ 2701 et seq.; the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.; the *Canadian Environmental Protection Act, 1999* (Canada); the *Fisheries Act* (Canada); *Species at Risk Act* (Canada); *Migratory Birds Convention Act, 1994* (Canada); and the *Environmental Management Act* (British Columbia).

"Environmental Permit" means any Permit, letter, clearance, consent, waiver, closure, exemption, decision, or other action required under or issued, granted, given, authorized by or made pursuant to Environmental Law.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

"Excluded Assets" has the meaning set forth in Section 2.02.

"Excluded Liabilities" has the meaning set forth in Section 2.04.

"Expense Reimbursement" means an amount equal to the reasonable and documented out-of-pocket costs, fees and expenses of Buyers (including reasonable expenses of legal, financial advisory, accounting and other similar costs, fees and expenses) related to the transactions contemplated herein.

"Final Order" means an order of the BC Court or the U.S. Court, as applicable, that has not been vacated, stayed, set aside, amended, reversed, annulled or modified, as to which no appeal or application for leave to appeal therefrom has been filed and the applicable appeal period with respect thereto shall have expired without the filing of any appeal or application for leave to appeal, or if any appeal(s) or application(s) for leave to appeal therefrom have been filed, any (and all) such appeal(s) or application(s) have been dismissed, quashed, determined, withdrawn or disposed of with no further right of appeal and all opportunities for rehearing, reargument, petition for certiorari and appeal being exhausted or having expired without any appeal, motion or petition having been filed and remaining pending, any requests for rehearing have been denied, and no order having been entered and remaining pending staying, enjoining, setting aside, annulling, reversing, remanding, or superseding the same, and all conditions to effectiveness prescribed therein or otherwise by applicable law or order having been satisfied.

"GAAP" means United States generally accepted accounting principles.

"Governmental Authority" means any federal, state, provincial, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination, direction or award entered by or with any Governmental Authority.

"GST/HST" means the goods and services tax and harmonized sales tax imposed under Part IX of the *Excise Tax Act* (Canada) and its regulations made thereunder.

"Hazardous Materials" means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or man-made, that is hazardous, acutely hazardous, toxic, deleterious or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, per- and polyfluoroalkyl substances, and polychlorinated biphenyls.

"Indebtedness" shall mean, with respect to any Person, and without duplication: (a) all obligations of such Person for borrowed money (including the unpaid principal amount, accrued interest, premiums, penalties, breakage costs, expenses and other fees, including such amounts that would become due as a result of prepayment or the consummation of the transactions contemplated by this Agreement and the other Transaction Document); (b) all obligations of such Person evidenced by (or which customarily would be evidenced by) bonds, debentures, notes or similar instruments; (c) the aggregate face amount of all outstanding letters of credit, bankers' acceptances or similar instruments

issued on behalf of such Person; (d) all obligations of such Person under conditional sale or other title retention agreements relating to property or assets purchased by such Person; (e) all obligations to pay the deferred and unpaid purchase price (or other payment obligations) relating to any acquisitions, including contingent amounts owing with respect to the acquisition of businesses or assets (e.g., earn-out payments); (f) all obligations secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any lien on property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed; (g) all obligations of such Person under forward sales, futures, options, foreign currency exchange and other similar hedging arrangements (including interest rate hedging or protection agreements); (h) all equipment financing, vehicle financing and capital lease obligations of such Person under leases that have been or should be capitalized in accordance with GAAP; (i) all obligations of such Person arising under banker acceptance facilities; (j) all liabilities of such Person pursuant to any phantom equity plan or liabilities with respect to stock appreciation or similar rights or arising from a nonqualified deferred compensation plan or other forms of deferred compensation arrangements; (k) any other liabilities, contingent or otherwise, that, in accordance with GAAP, should be classified upon the balance sheet of such Person as indebtedness; (l) any Employee, contractor, officer or director bonus payments, including retention bonus payments, of any Company that have been or should have been accrued or are earned and unpaid for; (m) any accrued and unpaid time off of any Employee (and the employer portion of any payroll Taxes that are payable by any Company as a result of the payment of such obligations); (n) any severance obligations payable by any Company to any Employee (and the employer portion of any payroll Taxes that are payable by such Company as a result of the payment of such obligations), including in respect of any severance agreements or arrangements entered into or existing on or before the Closing; (o) the aggregate amount of all accounts payable or vendor payables; (p) all reserves for unknown accounts payable of any Company; (q) all unpaid Taxes in respect of any Pre-Closing Tax Period; (r) all unpaid payroll Taxes deferred pursuant to the CARES Act or the Payroll Tax Executive Order; and (s) all guaranties, endorsements and other contingent obligations of such Person to assure a creditor against loss with respect to any obligation (whether of such Person or another Person) mentioned in the foregoing clauses (a) through (r).

"Intellectual Property" means any and all of the following arising pursuant to the Laws of any jurisdiction throughout the world: (a) trademarks, service marks, trade names, and similar indicia of source of origin, all registrations and applications for registration thereof, and the goodwill connected with the use of and symbolized by the foregoing; (b) copyrights and all registrations and applications for registration thereof; (c) trade secrets and know-how; (d) patents and patent applications; (e) internet domain name registrations; and (f) other intellectual property and related proprietary rights.

"Intellectual Property Agreements" means all licenses, sublicenses and other agreements by or through which (i) other Persons grant any Company or any of their Subsidiaries or predecessors, or (ii) any Company or any of their Subsidiaries or predecessors grants other Persons, any exclusive or non-exclusive rights or interests in or to any Intellectual Property that is used in the Business or owned or licensed by any Company or any of their Subsidiaries or successors.

"Intellectual Property Assets" means all Intellectual Property that is owned by the Companies or any of their Subsidiaries and used in connection with the Business, including those set out in Schedule A to this Agreement and all Intellectual Property Registrations.

"**Intellectual Property Registrations**" means all Intellectual Property Assets that are subject to any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names, and copyrights, issued and reissued patents and pending applications for any of the foregoing.

"**Intended U.S. Treatment**" has the meaning set forth in Section 2.06.

"**Inventory**" has the meaning set forth in Section 2.01(b)(ii).

"**ITA**" means the *Income Tax Act* (Canada) and regulations made thereunder and thereto.

"**KERP**" means a key employee retention plan, acceptable to the Buyers, proposed by the Receiver and approved by the BC Court.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

"**LEA**" means the *Law and Equity Act*, RSBC 1996, c 253, as amended.

"**Leased Real Property**" means all real property leased by the Companies.

"**Leases**" means all leases for each Leased Real Property.

"**Material Adverse Effect**" means any event, occurrence, fact, condition or change that is materially adverse to the Business, operations or assets of the Business, taken as a whole, which shall include any shutdown or cessation of operations of any material portion of the Business; *provided, however,* that "Material Adverse Effect" shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions, (ii) conditions generally affecting the industries in which the Business operates, (iii) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates, (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof, (v) any changes in applicable Laws or accounting rules or the enforcement, implementation or interpretation thereof, (vi) any natural or man-made disaster or acts of God, (vii) any epidemics, pandemics, disease outbreaks, or other public health emergencies, or (viii) any failure by the Business to meet any internal or published projections, forecasts or revenue or earnings predictions (provided that the underlying causes of such failures (subject to the other provisions of this definition) shall not be excluded), in each of the foregoing cases (i) through (vii), except to the extent the Business is materially disproportionately affected relative to other businesses in its industry.

"**Milestones**" means any of the following:

(a) the BC Court shall have entered the Sale Process Order and the Settlement Approval Order, and the Seller shall have executed this Agreement, by no later than December 13, 2024;

(b) the U.S. Court shall have entered (i) the Receivership Recognition Order by no later than December 18, 2024 and (ii) an order in form and substance acceptable to Seller and Buyers granting recognition of the Settlement Approval Order (including approval under Rule

9019 of the Federal Rules of Bankruptcy Procedure) in the Chapter 15 Proceedings by no later than January 6, 2025;

(c) the BC Court shall have entered the BC Approval and Vesting Order by no later than January 17, 2025;

(d) the U.S. Court shall have entered the U.S. Recognition Order by no later than January 31, 2025; and

(e) the Closing shall occur no later than the Outside Date.

"Outside Date" means February 10, 2025, which such date may be extended by mutual agreement of the parties hereto.

"Owners" means Bernard George Rokstad and Bernard Aaron Rokstad.

"Payroll Tax Executive Order" means the Presidential Memorandum on Deferring Payroll Tax Obligations in Light of the ongoing COVID-19 Disaster, as issued on August 8, 2020 and including any U.S. presidential memorandum, executive order or similar pronouncement permitting or requiring the deferral of any payroll Taxes (including those imposed by Section 3101(a) and 3201 of the Code, IRS Notice 2020-65 and IRS Notice 2021-11).

"Permits" means all permits, licenses, franchises, approvals, authorizations, agreements and consents required to be obtained from Governmental Authorities.

"Permitted Encumbrances" means (a) easements, rights of way, zoning ordinances and other similar encumbrances affecting Leased Real Property that do not materially impair or encumber the use thereof; and (b) liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business that are assigned to a Buyer at Closing pursuant to Section 2.01(b)(iv).

"Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"Personal Information" means information that (i) identifies an individual (e.g., name, address telephone number, email address, or government-issued identifier), or can reasonably be associated with or used to identify, contact, or precisely locate an individual, (ii) is payment card information, or (iii) is otherwise protected or defined by any applicable Data Law as "personal information," "personal data," "personally identifiable information," "sensitive information," or similar such terms, including any information deemed to be Personal Information under the *Personal Information Protection and Electronic Documents Act* (Canada) or the *Personal Information Protection Act* (British Columbia) and any other analogous and applicable Laws.

"Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and the portion through the end of the Closing Date for any Straddle Period.

"Priority Claims" means any valid statutory claims or portion thereof that are determined to rank in priority to the Secured Obligations, not to exceed US\$700,000 in any circumstance, including without limitation: (i) any source deduction claim in favour of any Governmental Authority, including the

Canada Revenue Agency, (ii) any claim in favour of any employee pursuant to Section 81.4 of the BIA, and (iii) any claim for amounts owing under the *Excise Tax Act*, for greater certainty, in the case of each of (i) to (iii) inclusive, solely to the extent any such claim is determined to rank in priority to the Secured Obligations.

"**Processing**" means the collection, retention, use, processing, storage, disposal, disclosure, or protection of Personal Information.

"**PST**" means the tax imposed under the *Provincial Sales Tax Act* (British Columbia) and the regulations made thereunder.

"**Purchase Price**" has the meaning set forth in Section 2.05.

"**Purchased Assets**" has the meaning set forth in Section 2.01(b).

"**Purchased Intellectual Property Assets**" has the meaning set forth in Section 2.01(b).

"**Receiver's Certificate(s)**" has the meaning given in the Receivership Order, as may be amended pursuant to further order of the BC Court, and to be used or applied therein upon the appointment of the Receiver.

"**Receivership Order**" means the Order of the Court appointing Seller as the Receiver of the Companies pursuant to Section 243 of the BIA and Section 39 of the LEA.

"**Receivership Proceeding**" means the receivership proceeding pursuant to the BIA and the LEA in the BC Court appointing Seller as the court-appointed receiver for the Companies.

"**Receivership Recognition Order**" means the U.S. Court order recognizing the Receivership Proceeding as a foreign main proceeding pursuant to 11 U.S.C. § 1517, granting comity to the Receivership Order, giving full force and effect to the terms of the Receivership Order in the U.S., and granting Seller, as foreign representative on behalf of the Companies, all of the relief requested under 11 U.S.C. § 1520, as to each on a final basis.

"**Representative**" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"**Sale Process Order**" means the order of the BC Court in form and substance agreed by Buyers and Seller (and with any changes thereto being acceptable (such acceptance not to be unreasonably withheld, conditioned or delayed) to Seller and Buyers), approving among other things, the Sale Process Procedures, Buyers as the stalking horse purchaser for the Purchased Assets pursuant to this Agreement, Seller's execution of this Agreement and the Expense Reimbursement.

"**Sale Process Procedures**" means the procedures for the sale solicitation process in relation to the assets and/or Business of the Companies, as referenced in the Sale Process Order.

"**Secured Notes**" means the Crown Secured Note, the CWB Secured Note and the Receiver's Certificate(s).

"**Secured Obligations**" means all of the indebtedness, liabilities and obligations of any and all debtors under the Crown Secured Note, the CWB Secured Note and the Receiver's Certificate(s).

"**Seller**" has the meaning set forth in the preamble.

"**Seller Books and Records**" has the meaning set forth in Section 2.02(b).

"**Settlement Approval Order**" means an order of the BC Court approving the Settlement Agreement and Release dated on or about the date hereof by and between Stellex Capital Management, LLC, Buyers and Seller, including but not limited to the settlement of the Complaint filed by Rokstad Holdings Corporation on November 1, 2024 in United States District Court Southern District of New York Case No. 1:24-cv-08370.

"**Straddle Period**" means any taxable period beginning on or before the Closing Date and ending after the Closing Date.

"**Subsidiary**" means, with respect to any Person, any corporation, limited liability company, partnership, association, or other business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof or (b) if a limited liability company, partnership, association, or other business entity (other than a corporation), a majority of the partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof and for this purpose, a Person or Persons own a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity's gains or losses or shall be or control any managing director or general partner of such business entity (other than a corporation). The term "Subsidiary" shall include all Subsidiaries of any Subsidiary.

"**Tangible Personal Property**" has the meaning set forth in Section 2.01(b)(v).

"**Taxes**" means all federal, state, provincial, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, escheat, unclaimed property, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto, including interest in respect of additions or penalties.

"**Tax Return**" means any return, declaration, report, claim for refund, information return or statement or other document required to be filed with respect to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"**Transaction Documents**" means this Agreement, the Bill of Sale, the Assignment and Assumption Agreement, Assignment and Assumption of Leases, the Sale Process Order, the BC Approval and Vesting Order, the U.S. Recognition Order and the other agreements, instruments and documents required to be delivered pursuant to this Agreement at or prior to the Closing.

"**Transferred Employee**" has the meaning set forth in Section 6.02(a).

"**Transition Services Agreement**" means that Transition Services Agreement in substantially the form attached hereto as Exhibit 1.

"**Union Agreement**" means the applicable collective bargaining agreement (master line agreement) with Local Union 258 of the International Brotherhood of Electrical Workers, as disclosed to Buyers.

"**United States Buyer**" has the meaning set forth in the preamble.

"**U.S.**" means the United States of America.

"**U.S. Bankruptcy Code**" means Title 11 of the United States Code, 11 U.S.C. §§101-1532, as amended.

"**U.S. Benefit Plan**" means each Benefit Plan that is governed by the laws of the United States and/or any state therein set forth on Schedule D-2.

"**U.S. Court**" means the United States Bankruptcy Court for the District of Delaware.

"**U.S. Recognition Order**" means a U.S. Court order granting, *inter alia*, recognition to the BC Approval and Vesting Order and assumption and assignment of contracts under Section 365 of the U.S. Bankruptcy Code, in form and substance acceptable (such acceptance not to be unreasonably withheld, conditioned or delayed) to Seller and Buyers.

ARTICLE II PURCHASE AND SALE

Section 2.01 Purchase and Sale.

(a) Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to United States Buyer, and United States Buyer shall purchase, free and clear of all Encumbrances other than Permitted Encumbrances, all right, title and interest in, to and under all assets, properties and rights in respect of Intellectual Property owned by the Companies or used or held for use in the conduct of the Business (other than the Excluded Assets) (the "**Purchased Intellectual Property Assets**"), including:

- (i) 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;
- (ii) all rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Intellectual Property Assets;
- (iii) all rights to collect royalties and proceeds in connection with any Purchased Intellectual Property Assets;
- (iv) 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

(v) 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.

(b) Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Canada Buyer and/or United States Buyer, as designated by them, and Canada Buyer and/or United States Buyer, as designated by them, shall purchase, free and clear of all Encumbrances other than Permitted Encumbrances, all right, title and interest in, to and under all assets, properties and rights of any and all of the Companies (other than the Excluded Assets and Purchased Intellectual Property Assets), including the following (such assets, properties and rights, together with the Purchased Intellectual Property Assets, the "**Purchased Assets**"):

(i) 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;

(ii) all bank accounts of the Companies or otherwise in respect of the Business;

(iii) 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**");

(iv) 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;

(v) 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**");

(vi) all Leased Real Property;

(vii) all Permits, including Environmental Permits, to the extent such Permits may be transferred under applicable Law;

(viii) 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);

(ix) 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**");

(x) 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;

(xi) all goodwill associated with any Purchased Assets;

(xii) all rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets;

(xiii) 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;

(xiv) 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;

(xv) 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;

(xvi) 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;

(xvii) 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;

(xviii) all rights and defenses under the Union Agreement;

(xix) 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;

(xx) 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

(xxi) any rights or defenses in respect of any of the foregoing.

(c) Seller shall sell, transfer and assign to Canada Buyer or to its Canadian Affiliate, and Canada Buyer or its Canadian Affiliate shall purchase and assume from Seller, all the Purchased Assets (other than any Purchased Intellectual Property Assets) located in, or used in the conduct of the Business of the Companies in, Canada. Seller shall sell, transfer and assign to United States Buyer or its United States Affiliate, and United States Buyer or its United States Affiliate shall purchase and assume from Seller, the U.S. Assets and the Purchased Intellectual Property Assets.

Section 2.02 Excluded Assets. Notwithstanding anything to the contrary in Section 2.01, Buyers expressly understand and agree that they are not purchasing or acquiring, and Seller expressly understands and agrees that it is not selling or assigning, the following assets and properties (the "**Excluded Assets**"):

(a) all capital stock and/or equity interests in any Person, including the interest of RPE in the equity of Liberty Rokstad Power, LLC, a Pennsylvania limited liability company;

(b) any privileged attorney client communications or attorney work product between Seller and its professional advisors, and any other books and records which Seller is prohibited from disclosing or transferring to Buyers under applicable Law ("**Seller Books and Records**");

(c) unless Buyers issue an Assumption Notice, all U.S. Benefit Plans and all assets under and related thereto;

(d) the rights which accrue or will accrue to Seller under the Transaction Documents;

(e) any asset, property or right designated as an "Excluded Asset" on Schedule 2.02(e) by Buyers at the Closing; provided, however, 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 "Excluded Assets" by adding or removing any assets, properties or rights in their sole discretion from Schedule 2.02(e);

(f) subject to Section 2.01(a) and Section 2.01(b)(iv), all Contracts, Leases and Intellectual Property Agreements that do not constitute Assigned Contracts at Closing; 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 asset would otherwise be treated as a Purchased Asset hereunder; and

(g) any intercompany debts solely by and between any of the Companies excluding the proceeds or cash equivalents recoverable or recovered therefrom as set out in Section 2.01(b)(xx).

Section 2.03 Assumed Liabilities. Subject to the terms and conditions set forth herein, Buyers shall assume and agree to pay, perform and discharge when due the following liabilities and obligations (collectively, the "**Assumed Liabilities**"):

(a) all liabilities and obligations under the Assigned Contracts (i) first arising and accruing after the Closing, and (ii) not arising from or relating to any fact, circumstance, action, omission, actual or alleged breach, violation of law, tort, infringement, failure to perform, improper performance, default or dispute that occurred on or before the Closing;

(b) all liabilities or obligations under any Canadian Benefit Plan (and if Buyers issue an Assumption Notice, any U.S. Benefit Plan) with respect to Transferred Employees, which may be assumed by or delivered to the applicable Buyer, an Affiliate thereof or the Employee Company, as determined by Buyers on or before Closing;

(c) all liabilities and obligations of Buyers or their Affiliates relating to employee benefits, compensation or other arrangements with respect to any Transferred Employee (i) first arising and accruing after the Closing, and (ii) not arising from or relating to any fact, circumstance, action, omission, actual or alleged breach, violation of law, tort, infringement, failure to perform, improper performance, default or dispute that occurred on or before the Closing;

(d) any liabilities or obligations designated an "Assumed Liability" on Schedule 2.03(d) by Buyers at the Closing; provided, however, 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 "Assumed Liability" by adding liabilities or obligations in their sole discretion on Schedule 2.03(d);

(e) all obligations to pay the Contract Cure Amounts in connection with the assumption and assignment of the Assigned Contracts at Closing; provided, however, that to the extent any Assigned Contract does not constitute an executory contract or unexpired lease subject to assumption and assignment under Section 365 of the U.S. Bankruptcy Code, if applicable, then the rights and obligations under such Assigned Contracts shall be transferred to Buyers as part of the sale of the Purchased Assets with such rights and obligations being expressly assumed by Buyers;

(f) all accounts payable incurred by Seller since the date of the Receivership Order that remain unpaid as of Closing vis-à-vis *bona fide* third party vendors for the continuing projects of the Business as of Closing in the normal course on an arm's length basis; and

(g) all obligations of the Companies in respect of warranty of their work done in the ordinary course of business after the entry of the Receivership Order and through the Closing.

Section 2.04 Excluded Liabilities. Notwithstanding anything to the contrary in Section 2.03 or elsewhere in this Agreement, Buyers shall not assume and shall not be responsible to pay, perform or discharge any of the following liabilities or obligations (collectively, the "**Excluded Liabilities**"):

(a) any liabilities or obligations relating to or arising out of the Excluded Assets;

(b) all liabilities and obligations of the Companies or their Affiliates or the Owners arising under or related to any Indebtedness or transaction expenses of Seller or the Companies or their Affiliates or the Owners;

(c) any liabilities or obligations of any Company or Seller arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby, including, without limitation, fees and expenses of counsel, accountants, consultants, advisers and others;

(d) unless Buyers issue an Assumption Notice, all liabilities or obligations under any U.S. Benefit Plan;

(e) any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document;

(f) any liabilities or obligations that are not Assumed Liabilities;

(g) for greater certainty, any payables pursuant to any intercompany debts solely by and between any of the Companies;

(h) all Tax liabilities relating to the Purchased Assets or the Business; and

(i) all obligations for payments pursuant to the KERP on and after the Closing.

Section 2.05 Purchase Price. The aggregate purchase price for the Purchased Assets shall be as set forth below (the "**Purchase Price**"):

(a) the Credit Bid; *plus*

(b) the Priority Claims, if any; *plus*

(c) the assumption of the Assumed Liabilities.

The Priority Claims, if any, shall be paid by the Buyers as a cash payment to the Seller in an amount equal to the Priority Claims. Notwithstanding anything to the contrary in this Section 2.05, at the election of Buyers in their sole discretion, in lieu of the Credit Bid (or any portion thereof), Buyers may instead pay,

by wire transfer of immediately available funds to the account designated by Seller in writing, an amount in cash equal to the dollar value of the Credit Bid (or any portion thereof) as of the Closing in full satisfaction of any obligation to Credit Bid (or such portion thereof) as a part of Purchase Price; provided, however, that, whether Buyers so elect to pay the Credit Bid (or such portion thereof) in cash in accordance with this Section 2.05, all Secured Obligations held by Buyers that were not Credit Bid as of the Closing shall thereafter continue to remain outstanding and in full force and effect, including as to recovery on account of the Secured Obligations from any such cash payment.

Section 2.06 Intended U.S. Tax Treatment. For U.S. federal income Tax purposes (and applicable provisions, of state, local or non-U.S. Tax law), the parties agree that the purchase of the U.S. Assets by the United States Buyer shall be treated as a taxable transaction under Section 1001 of the Code and subject to Section 1060 of the Code (and any corresponding or similar provisions of state, local or non-U.S. Tax Law) (the "**Intended U.S. Tax Treatment**").

Section 2.07 Non-assignable Assets.

(a) Notwithstanding anything to the contrary in this Agreement, and subject to the provisions of this Section 2.07, the BC Approval and Vesting Order and the U.S. Recognition Order, to the extent that the sale, assignment, transfer, conveyance or delivery, or attempted sale, assignment, transfer, conveyance or delivery, to Buyers of any (1) Permit would result in a violation of applicable Law, or (2) Purchased Asset would require the consent, authorization, approval or waiver of a Person who is not a party to this Agreement or an Affiliate of a party to this Agreement (including any Governmental Authority) or any release, substitution or amendment (each a "**Consent**"), and such Consent shall not have been obtained prior to the Closing, as to each of (1) and (2) this Agreement shall not constitute a sale, assignment, transfer, conveyance or delivery, or an attempted sale, assignment, transfer, conveyance or delivery, thereof as of Closing. Instead, Seller and Buyers shall use commercially reasonable efforts, and shall cooperate with each other, to obtain or transfer, or cause to be obtained or transferred, such Permit or Purchased Asset to Buyers as soon as practicable after Closing, including obtaining, or causing to be obtained, any such required Consent as promptly as possible following the date hereof; provided, however, that neither Seller nor Buyers shall be required to pay any consideration therefor, but Seller shall pay such consideration if funded by Buyers. Once such required Consent is obtained, Seller shall sell, assign, transfer, convey and deliver to Canada Buyer and/or United States Buyer, as designated by them, the relevant Purchased Asset to which such required Consent relates for no additional consideration. Applicable sales, transfer and other similar Taxes in connection with such sale, assignment, transfer, conveyance or license shall be paid by in accordance with Section 6.08 as if it had occurred at Closing. If necessary, Seller will be appointed as trustee for the purposes of forcing the assignment of contracts pursuant to section 84.1(1) of the BIA.

(b) Notwithstanding anything to the contrary in this Agreement, to the extent that any Purchased Asset and/or Assumed Liability cannot be transferred to Buyers at the Closing pursuant to this Section 2.07 (including because such transfer is not expressly authorized by law and provided for by operation of the entry of the BC Approval and Vesting Order and U.S. Recognition Order), and Buyers reasonably determine that failure to deliver such Purchased

Asset or Assumed Liability to the applicable Buyer at Closing could not have a material adverse impact on the Business or operations, Buyers and Seller shall, each acting reasonably and to the extent practicable, amend the Transition Services Agreement (which shall include an expedited timeframe to transfer the subject Purchased Asset or Assumed Liability) to provide Buyers with the benefit of their bargain and, to the extent permitted under applicable Law, the operational equivalent of the transfer of such Purchased Asset and/or Assumed Liability as if it occurred as of Closing. For greater certainty, this Section 2.07 shall not impact the validity of the Transition Services Agreement in the form exhibited hereto and as approved by the BC Approval and Vesting Order and U.S. Recognition Order.

Section 2.08 Assistance. Seller and Buyers shall use commercially reasonable efforts, and shall cooperate with each other, including providing available information, to obtain the following prior to Closing; provided, however, that neither Seller nor Buyers shall be required to pay any consideration therefor, but Seller shall pay such consideration if funded by Buyers:

(a) evidence, in a form reasonably acceptable to Buyers, of the assignment or replacement, as applicable, of any and all letters of credit and performance or other bonds posted by or on behalf of the Companies in respect of the Business;

(b) evidence, in a form reasonably acceptable to Buyers, of the assignment or cancellation, as applicable, of insurance policies in respect of the Business, as requested by Buyers;

(c) all consents, notices and/or approvals required to obtain or transfer the Permits in respect of the Business;

(d) evidence, in a form reasonably acceptable to Buyers, of an extension to BC Hydro RFQ15431 Gastown Primary and Secondary UG Electrical Works and Fiber Cable Installation;

(e) evidence, in a form reasonably acceptable to Buyers, of the assignment of the Valley Copper Agreement between Plowe Power Systems Ltd. and Teck Highland Valley Copper Partnership to one of the Companies; and

(f) evidence, in a form reasonably acceptable to Buyers, of the assignment of the Canadian Benefit Plans (and if Buyers issue an Assumption Notice, the U.S. Benefit Plans) among the applicable Companies, the applicable Buyer, Affiliate of the Buyer or the Employee Company, as the case may be, and the insurance company responsible for the provision of services in respect of the applicable Benefit Plan.

Section 2.09 GST/HST Election. If applicable, on the Closing, Canada Buyer and each Company selling Purchased Assets shall, in respect of a sale of such Purchased Assets hereunder by any particular Company where the conditions of section 167 of the ETA are met in respect of such a sale, execute jointly an election under section 167 of the ETA to relieve the sale of the applicable Purchased Assets from GST/HST. Canada Buyer shall file any such election(s) jointly executed hereunder no later than the filing date for its GST/HST return for the reporting period in which the sale of the Purchased Assets takes place. Canada Buyer agrees to indemnify and hold each such Company harmless from and against any and all GST/HST, penalties and interest that may be suffered or incurred by such Company or may become payable by that Company arising from or in respect of any failure by that Company to

collect and remit GST/HST imposed under the ETA in connection with the purchase and sale of the Purchased Assets under this Agreement.

Section 2.10 Section 22 Election. If applicable, Canada Buyer and each Company selling Purchased Assets to Canada Buyer that include accounts receivable shall elect jointly in prescribed form under section 22 of the ITA and under any similar provision of any other applicable provincial or territorial legislation as to the sale of such receivables and shall designate in such election(s) an amount equal to the portion of the Purchase Price allocated to such receivables pursuant to Section 6.06. Canada Buyer and the applicable Company shall file such election(s), along with any documentation necessary or desirable to give effect to such election(s), with the appropriate governmental authority within the prescribed time limits.

Section 2.11 Subsection 20(24) Election. If applicable, Canada Buyer and any particular Company shall, in a timely fashion jointly execute and file an election under subsection 20(24) of the ITA and under any similar provision of any other applicable provincial or territorial legislation, apply to the obligations of the relevant Company in respect of undertakings which arise from the operation of the Business and to which paragraph 12(1)(a) of the ITA applies. Canada Buyer and each relevant Company acknowledge that such Company is transferring assets to Canada Buyer which have a value equal to the elected amount as consideration for the assumption by Canada Buyer of such obligations of the relevant Company.

Section 2.12 As is, Where is. The Buyers acknowledge and agree that the Buyers are purchasing the Purchased Assets and Business and assuming the Assumed Liabilities “as is, where is” as of the time of actual possession. Except for the representations and warranties of the Seller set out in Article IV, none of the Seller or the Companies, nor anyone on their behalf, represents or warrants the ownership, condition, sufficiency, description, quality, operability, use or state of repair of any of the Purchased Assets, Business or the Assumed Liabilities. The Buyers must satisfy themselves, and accept the Purchased Assets, Business and Assumed Liabilities on a strictly “as is, where is” basis and on the other terms of this Agreement, and upon Closing will be taking the Purchased Assets, Business and Assumed Liabilities at their own risk without any representations or warranties therefor whatsoever, whether express or implied (by operation of Law or otherwise), oral or written, legal, equitable, conventional, collateral or otherwise, and any and all conditions and warranties expressed or implied by the *Sale of Goods Act* (British Columbia) do not apply to the sale of the Purchased Assets and Business and are hereby waived by the Buyers. If the Seller has provided the Buyers with any physical, environmental, financial or other reports or information regarding the Purchased Assets, Business or the Assumed Liabilities, and for greater certainty the Seller is under no obligation to do so, the Buyers acknowledge and agree that the Seller has not made any warranty or representation regarding such information and any use that the Buyers or others may make of such information is strictly at the Buyers’ own risk.

Section 2.13 Approval of the Courts The Seller and the Buyers acknowledge that (i) this Agreement is subject to obtaining the Sale Process Order and Settlement Approval Order from the BC Court and the Receivership Recognition Order from the U.S. Court and (ii) Closing is subject to the Seller determining that this Agreement is the Successful Bid in accordance with the Sale Process Procedures and obtaining the BC Approval and Vesting Order and the U.S. Recognition Order. In accordance with the

Sale Process Procedures, upon the determination by the Seller this Agreement is the Successful Bid in accordance with the Sale Process Procedures, the Seller shall apply to the BC Court to obtain a BC Approval and Vesting Order and the U.S. Court to obtain a U.S. Recognition Order. The Buyers shall forthwith provide such information and documentation as may be required by the Seller, acting reasonably, from time to time in order to facilitate the granting of the BC Approval and Vesting Order and the U.S. Recognition Order. The Buyers acknowledge that:

(a) the Seller is subject to the jurisdiction and discretion of the BC Court to entertain other bids in accordance with the terms of this Agreement and the Sale Process Order and to abide by any further orders the BC Court may make regarding the Companies' property or the Business; and

(b) notwithstanding anything else contained in this Agreement or elsewhere, the Seller cannot guarantee that it will obtain the Settlement Approval Order, BC Approval and Vesting Order or the U.S. Recognition Order and such orders may not be granted by the Courts, as applicable. The Seller shall, without penalty, be entitled to continue to solicit, negotiate and enter into an agreement for an Alternate Transaction in accordance with the terms of this Agreement and the Sale Process Procedures or following consultation with Buyers.

ARTICLE III CLOSING

Section 3.01 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place remotely by exchange of documents and signatures (or their electronic counterparts) on the Closing Date.

Section 3.02 Closing Deliverables.

(a) At the Closing, Seller shall deliver to Buyers the following:

(i) a certified copy of the BC Approval and Vesting Order of the BC Court;

(ii) a certified copy of the U.S. Recognition Order of the U.S. Court;

(iii) a bill of sale in a form reasonably acceptable to Buyers (the "**Bill of Sale**") and duly executed by Seller, transferring the Tangible Personal Property included in the Purchased Assets to the applicable Buyer or their Affiliate;

(iv) an assignment and assumption agreement in a form reasonably acceptable to Buyers (the "**Assignment and Assumption Agreement**") duly executed by Seller, effecting the assignment to and assumption by Canada Buyer and United States Buyer, or their Affiliate, as applicable, of the Purchased Assets and the Assumed Liabilities, including an assignment of the Assigned Contracts (other than the Leases and any Benefit Plan that is the subject of 3.02(a)(xii));

(v) with respect to each Lease, an Assignment and Assumption of Lease in a form reasonably acceptable to Buyers (each, an "**Assignment and Assumption of**

Lease"), duly executed by Seller and, if necessary, such Seller's signature shall be witnessed and/or notarized;

(vi) a duly executed and completed IRS Form W-9 from Seller;

(vii) the executed Transition Services Agreement; and

(viii) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyers, as may be required to give effect to this Agreement.

(b) At the Closing, Buyers shall deliver to Seller the following:

(i) the Purchase Price;

(ii) with respect to the Purchased Assets and the Assumed Liabilities, the Assignment and Assumption Agreement, in a form reasonably acceptable to Seller, duly executed by the applicable Buyer;

(iii) the executed Assignment and Assumption of Lease, in a form reasonably acceptable to Seller, duly executed by the applicable Buyer or its Affiliate;

(iv) the executed Transition Services Agreement; and

(v) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Seller, as may be required to give effect to this Agreement.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyers that the statements contained in this Article IV are true and correct as of the date hereof and the Closing Date.

Section 4.01 Authority of Seller. Seller, so long as the Receivership Order remains in effect and subject to the BC Approval and Vesting Order and U.S. Recognition Order, has all necessary corporate power and authority to enter into this Agreement and the other Transaction Documents to which Seller is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyers and the other parties hereto) this Agreement constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to the issuance of the BC Approval and Vesting Order and U.S. Recognition Order. When each other Transaction Document to which Seller is or will be a party has been duly executed and delivered by Seller (assuming due authorization, execution and delivery by each other party thereto), such Transaction Document will constitute a legal and binding obligation of Seller,

enforceable against Seller in accordance with its terms, subject to the issuance of the BC Approval and Vesting Order and U.S. Recognition Order.

Section 4.02 Taxes.

(a) Each Company, other than RPI Opco, Rok Air and RPE, is not a non-resident of Canada for purposes of the ITA. RPI Opco, Rok Air and RPE are non-residents of Canada for purposes of the ITA.

(b) Each of the following Companies is registered for GST/HST purposes under Subdivision D of Division V of Part IX of the ETA, with the registration number indicated next to each Company:

Company	GST/HST Number
RHC	75002 3889 RT0001
RPI 2018	74952 6281 RT0001
Golden Ears	74861 7719 RT0001
PPS	74772 5513 RT0001
RP Construction	74724 0711 RT0001
RP Transmission	74818 4082 RT0001
RP Prairies	74818 1880 RT0001

Section 4.03 Receivership Proceedings. On an interim basis, by order of the U.S. Court on November 22, 2024, the Receivership Proceeding was recognized by the U.S. Court as a foreign main proceeding pursuant to 11 U.S.C. § 1517, the Receivership Order was granted comity, the terms of the Receivership Order were given full force and effect in the U.S., and Seller, as foreign representative on behalf of the Companies, was granted all of the relief afforded under 11 U.S.C. § 1520.

Section 4.04 No Other Representations and Warranties. Except for the representations and warranties contained in this Article IV, neither Seller nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Seller.

**ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYERS**

Subject to the entry and continuing in full force and effect of the Settlement Approval Order, and the Buyers' rights to credit bid the Secured Obligations being and remaining in full force and effect, Buyers represent and warrant to Seller that the statements contained in this Article V are true and correct as of the date hereof and the Closing Date.

Section 5.01 Organization and Authority of Buyers. United States Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the state of Delaware.

Canada Buyer is a company duly organized, validly existing and in good standing under the Laws of the Province of British Columbia.

Section 5.02 Authority of Buyer. Buyers have all necessary corporate power and authority to enter into this Agreement and the other Transaction Documents to which they are a party, to carry out their obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyers of this Agreement and any other Transaction Document to which Buyers are a party, the performance by Buyers of their obligations hereunder and thereunder and the consummation by Buyers of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Buyers. This Agreement has been duly executed and delivered by Buyers, and (assuming due authorization, execution and delivery by Seller and the other parties hereto) this Agreement constitutes a legal, valid and binding obligation of Buyers, enforceable against Buyers in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). When each other Transaction Document to which Buyers are or will be a party has been duly executed and delivered by Buyers (assuming due authorization, execution and delivery by each other party thereto), such Transaction Document will constitute a legal and binding obligation of Buyers, enforceable against Buyers in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 5.03 No Conflicts; Consents. The execution, delivery and performance by Buyers of this Agreement and the other Transaction Documents to which they are a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) result in a violation or breach of any provision of the certificate of formation or equivalent constitutive documentation of Buyers; (b) result in a violation or breach of any provision of any Law or Governmental Order applicable to Buyers; or (c) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default under or result in the acceleration of any agreement to which either Buyer is a party, except in the cases of clauses (b) and (c), where the violation, breach, conflict, default, acceleration or failure to give notice or obtain consent would not have a material adverse effect on the ability of Buyers to consummate the transactions contemplated hereby. Other than the BC Approval and Vesting Order and the U.S. Recognition Order, no consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Buyers in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, except where the failure to make or obtain such consents, approvals, Permits, Governmental Orders, declarations, filings, or notices would not have a material adverse effect on the ability of Buyers to consummate the transactions contemplated hereby and thereby.

Section 5.04 Legal Proceedings. There are no actions, suits, claims, investigations or other legal proceedings pending or, to the knowledge of Buyers, threatened against or by Buyers or any Affiliate of Buyers that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

Section 5.05 Independent Investigation. Buyers have conducted their own independent investigation, review and analysis of the Business, the Companies and the Purchased Assets. Buyers acknowledge and agree that: (a) in making their decision to enter into this Agreement and to consummate the transactions contemplated hereby, Buyers have relied solely upon their own investigation and the express representations and warranties of Seller set forth in Article IV of this Agreement; and (b) neither Seller nor any other Person has made any representation or warranty as to Seller, the Business, the Companies, the Purchased Assets or this Agreement, except as expressly set forth in Article IV of this Agreement. Buyers acknowledge and agree that the Business, the Purchased Assets and the Assumed Liabilities are being transferred and acquired on a “where is” and, as to condition, “as is” and “with all faults” basis.

Section 5.06 Taxes. Canada Buyer is registered for GST/HST purposes under Subdivision D of Part IX of the ETA and its registration number is 74888 9227 RT0001. United States Buyer is a non-resident of Canada for purposes of the ITA and the ETA and is not registered for GST/HST purposes under Subdivision D of Part IX of the ETA.

ARTICLE VI COVENANTS

Section 6.01 Conduct of Business Prior to Closing. From the date hereof until the Closing, except as otherwise provided in this Agreement, or consented to in writing by Buyers (which consent shall not be unreasonably withheld, conditioned or delayed), subject always to the terms of the Receivership Order, Seller shall, and shall cause the Companies to, maintain the Purchased Assets and operations of the Business in substantially the same or better condition as on the date hereof and in material compliance with all applicable Laws and Permits. Prior to Closing, if funded by Buyers pursuant to Receiver Certificate, Buyers may cause Seller to take steps to preserve and recover estate assets that constitute Purchased Assets including by investigating and prosecuting estate claims and causes of action.

Section 6.02 Employees and Employee Benefits.

(a) Buyers shall, or shall cause one of its Affiliates to offer employment effective on the Closing Date, to all Employees listed at Schedule C-1 to this Agreement, which may be updated by Buyers (with the cooperation of Seller) three (3) Business Days prior to Closing to add or remove Employees therefrom. For greater certainty, the Employees to receive offers of employment from a Buyer or such Affiliate pursuant to this Section 6.02(a) shall be only those Employees who are listed at Schedule C-1 to this Agreement as of the Closing. Such offers of employment will be made prior to the Closing Date. The Employees (including for certainty any unionized Employees) who (x) continue employment with a Buyer or such Affiliate by operation of Law, or (y) accept the offers of employment from a Buyer or such Affiliate and commence employment with a Buyer or such Affiliate as of the Closing Date, shall be the "**Transferred Employees**".

(b) Effective as of the Closing Date, a Buyer or the applicable Affiliate thereof shall be the employer of the unionized Employees in accordance with the terms and conditions of the Union Agreement and is the successor employer in accordance with applicable Law. A correct

and updated list of those unionized Employees is provided at Schedule C-2 to this Agreement, which shall be updated by Buyers and Seller three (3) Business Days prior to Closing. For greater certainty, a Buyer or the applicable Affiliate thereof shall recognize Local Union 258 of the International Brotherhood of Electrical Workers and, as required by applicable Law, shall adopt, enter into or otherwise become party to all collective bargaining agreements or Contracts (or equivalent new versions of such collective bargaining agreements or Contracts) with such labor union in connection with the Business.

(c) During the period commencing on the Closing Date and ending on the date which is twelve months from the Closing (or if earlier, the date of the Transferred Employee's termination of employment with a Buyer or an Affiliate thereof), a Buyer shall, or shall cause one of its Affiliates to, provide each Transferred Employee (excluding any Transferred Employee who is subject to any collective bargaining agreement of the Companies, which employee(s) shall be treated in accordance with the terms of such collective bargaining agreement) with: (i) base salary or hourly wages which are substantially similar to the base salary or hourly wages provided by the Companies immediately prior to the Closing; (ii) target cash bonus opportunities (excluding equity and equity-based compensation), if any, which are substantially similar to the target bonus opportunities (excluding equity-based compensation) provided by the Companies immediately prior to the Closing; (iii) retirement and welfare benefits that are substantially similar, in the aggregate, to those provided by the Companies immediately prior to the Closing; and (iv) severance benefits that are substantially similar, in the aggregate, to the practice, plan or policy in effect for such type of Transferred Employee immediately prior to the Closing. For greater certainty, in no case will this Section 6.02(c) be interpreted or applied in a manner that would require or otherwise cause a breach of any applicable collective bargaining agreement governing any of the Transferred Employees.

(d) A Buyer or an Affiliate of a Buyer shall adopt a mirror plan of each of the U.S. Benefit Plans sponsored and maintained by the Companies immediately prior to the Closing Date, effective as of the Closing Date, for the benefit of any Transferred Employee who is a United States taxpayer (each a "**Buyer U.S. Benefit Plan**"); provided that upon notice to Seller (the "**Assumption Notice**"), a Buyer or an Affiliate shall be entitled to assume the U.S. Benefit Plans, in which case (i) the provisions of Section 6.02(e) and Section 6.02(f) shall not apply; and (ii) subject to Section 2.07, all Transferred Employees participating in the U.S. Benefit Plans prior to the Closing Date shall continue participation in the U.S. Benefit Plans following the Closing Date.

(e) With respect to any Buyer U.S. Benefit Plan for the benefit of any Transferred Employee (other than any defined benefit pension plan, equity or equity-compensation plan, retiree welfare plan and/or any non-qualified deferred compensation plan), effective as of the Closing, a Buyer shall, or shall cause its Affiliate to, recognize all service of the Transferred Employees with the Companies, as if such service were with a Buyer or an Affiliate thereof, for vesting, eligibility and level of benefit purposes; *provided, however*, such service shall not be recognized to the extent that (i) such recognition would result in a duplication of benefits or (ii) such service was not recognized under the corresponding Benefit Plan.

(f) Effective as of the Closing, the Transferred Employees who are United States taxpayers shall cease active participation in the U.S. Benefit Plans. The Companies shall remain liable for all eligible claims for benefits under the U.S. Benefit Plans that are incurred by the Employees prior to the Closing Date. For purposes of this Agreement, the following claims shall be deemed to be incurred as follows: (i) life, accidental death and dismemberment, short-term disability, and workers' compensation insurance benefits, on the event giving rise to such benefits; (ii) medical, vision, dental, and prescription drug benefits, on the date the applicable services, materials or supplies were provided; and (iii) long-term disability benefits, on the eligibility date determined by the long-term disability insurance carrier for the plan in which the applicable Employee participates.

(g) Effective as of the Closing, the applicable Buyer or an Affiliate shall assume the Canadian Benefit Plans, and all Transferred Employees participating in the Canadian Benefit Plans prior to the Closing Date shall continue participation in the Canadian Benefit Plans following the Closing Date.

(h) The applicable Buyer and Seller intend that the transactions contemplated by this Agreement should not constitute a separation, termination or severance of employment of any Employee who accepts an employment offer by a Buyer or an Affiliate thereof that is consistent with the requirements of Section 6.02(a), including for purposes of any Benefit Plan that provides for separation, termination or severance benefits, and that each such Employee will have continuous employment immediately before and immediately after the Closing. The applicable Buyer or Affiliate shall be liable and hold Seller harmless for: (i) any statutory, common law, contractual or other termination notice or severance obligations arising after the Closing with respect to any Transferred Employee; and (ii) any claims for payment or benefits in respect of the employment of any Transferred Employee arising in connection with or following the Closing. The Companies shall retain liability for: (A) any Employee who the parties have agreed is not to receive an offer of employment from a Buyer or an Affiliate thereof (such as the Owners, unless subsequently agreed); and (B) any Employee who has received an offer of employment from a Buyer or an Affiliate thereof on terms and conditions consistent with Section 6.02(a) and declines such offer. For greater certainty: (i) Seller shall be responsible for salary, wages, bonuses, commissions, and other compensation and benefits relating to the employment of all Transferred Employees prior to the Closing Date excluding the benefits provided to Transferred Employees under the Canadian Benefit Plans and, if Buyers issue an Assumption Notice, the U.S. Benefit Plans; and (ii) the Companies shall be responsible for salary, wages, bonuses, commissions, and other compensation and benefits relating to the employment or termination of employment of all Employees who are not Transferred Employees, including for certainty Employees who the parties have agreed are not to receive an offer of employment by a Buyer or an Affiliate thereof or who receive, but do not accept, an offer of employment by a Buyer or an Affiliate thereof on terms and conditions consistent with Section 6.02(a).

(i) This Section 6.02 shall be binding upon and inure solely to the benefit of each of the parties to this Agreement, and nothing in this Section 6.02, express or implied, shall confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Section 6.02. Nothing contained herein, express or implied, shall be construed to establish,

amend or modify any benefit plan, program, agreement or arrangement. The parties hereto acknowledge and agree that the terms set forth in this Section 6.02 (i) shall not create any right in any Transferred Employee or any other Person to any continued employment with a Buyer or any of their Affiliates (including for any particular duration) or compensation or benefits of any nature or kind whatsoever, and (ii) shall not interfere or prohibit the right of Buyers or any of their respective Affiliates to terminate the employment or engagement of any Transferred Employee or other service provider following the Closing, and (iii) shall not obligate either Buyer or any of their respective Affiliates to recognize any union beyond as may be required by applicable Law.

Section 6.03 Books and Records.

(a) In order to facilitate the resolution of any claims made against or incurred by the Companies prior to the Closing, or for any other reasonable purpose, for a period of seven (7) years after the Closing, Buyers shall:

(i) retain the Books and Records (including personnel files and all records and files relating to the Canadian Benefit Plans and, if Buyers issue the Assumption Notice, the U.S. Benefit Plans) relating to periods prior to the Closing; and

(ii) upon reasonable notice, afford Seller's Representatives reasonable access (including the right to make, at Seller's expense, photocopies), during normal business hours, to such Books and Records.

(b) Buyers shall not be obligated to provide Seller with access to any books or records (including personnel files) pursuant to this Section 6.03 where such access would violate any Law.

(c) Seller shall not be obligated to provide Buyers with access to any books or records (including personnel files) pursuant to this Section 6.03 where such access would violate any Law.

Section 6.04 Closing Conditions. From the date hereof until the Closing, each party hereto shall use good faith efforts to take or cause to be taken such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article VII hereof, other than the conditions set out in Section 7.02(k) to Section 7.02(p) inclusive for which the Seller and Buyers shall take such actions as are set forth in Section 2.07 and Section 2.08.

Section 6.05 Public Announcements and Seller Disclosures. Unless otherwise required by applicable Law (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed), and the parties shall cooperate as to the timing and contents of any such announcement; *provided, however*, that the Buyers are at liberty to make an announcement of the transactions contemplated by this Agreement upon completion of the Closing. Notwithstanding anything to the contrary in this Agreement, the Seller shall be entitled to disclose this Agreement (excluding any schedules or exhibits absent Buyers' consent) to

the Courts, to the interested parties to the Receivership Proceedings and/or the Chapter 15 Proceedings, and to any parties entitled to access in accordance with the Sale Process Procedures and to publish this Agreement on the Seller's website.

Section 6.06 Closing Allocation of Purchase Price. As soon as reasonably practicable, and in any event not later than thirty (30) days following the Closing Date, the Purchase Price shall be allocated among the Purchased Assets, and Seller and Buyers shall use good faith, commercially reasonable efforts to timely agree to such allocation in accordance with this Section 6.06.

Section 6.07 Bulk Sales Laws. The parties shall cooperate to comply with, or seek exemptions to, the provisions of any bulk sales, bulk transfer or similar Laws of any Canadian jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyers. Without limiting the generality of the foregoing, the Companies shall provide to Canada Buyer on the Closing Date, or as soon as is reasonably practicable thereafter, a certificate pursuant to Section 187 of the *Provincial Sales Tax Act* (British Columbia) or similar legislation in those jurisdictions that are applicable, indicating that the Companies have paid all provincial sales Taxes collectable or payable by the Companies up to the Closing Date or have entered into satisfactory arrangements for the payment of such Taxes. Notwithstanding the foregoing, any pre-closing Taxes remain the responsibility of Seller.

Section 6.08 Transfer Taxes. The Purchase Price and any other amounts payable by Buyers to Seller pursuant to this Agreement and the other Transaction Documents are exclusive of all transfer, documentary, GST/HST, PST, sales, retail sales, use, consumption, stamp, customs, personal property, registration, value added and other such Taxes, duties, charges and fees incurred in connection with this Agreement and the other Transaction Documents (including any real or personal property transfer Tax and any other similar Tax) ("**Transfer Taxes**"). If Seller is required by applicable Laws to collect any Transfer Taxes from Buyers in connection with any amount payable by Buyers pursuant to this Agreement and the other Transaction Documents, Buyers shall timely pay such Transfer Taxes to Seller, unless Buyers qualify for an exemption from such applicable Transfer Taxes, in which case Buyers shall, in lieu of payment of the applicable Transfer Taxes to Seller, deliver to Seller such certificates, elections or other documentation required by applicable Laws and prepared to the satisfaction of Seller, acting reasonably, to substantiate and effect the exemption claimed by Buyers. Seller shall remit all Transfer Taxes paid to Seller pursuant to this Section 6.08 to the relevant governmental authority in accordance with applicable Laws. The parties hereto shall make commercially reasonable efforts to cooperate to minimize any Transfer Taxes payable, including to seek any applicable exemptions and preparing such certificates, elections or other documentation to substantiate and effect such exemptions.

Section 6.09 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents. Without limitation of the foregoing, Seller shall take any further actions and execute and deliver any documentation required for the transfer to Buyers and/or registration by Buyers of the names "Rokstad" or "Rok" as used in the Business.

Section 6.10 Taxes.

(a) All Tax sharing agreements or similar agreements with respect to or involving any Company shall be terminated as of the Closing Date and, after the Closing Date, none of the Companies shall be bound thereby or have any liability thereunder.

(b) If a refund of Taxes (to the extent not reflected as a "Purchased Asset") is received by or credited to the account of a Company in respect of any period ending on or prior to the Closing Date (a "Refund"), the Company shall pay the amount of the Refund to the relevant Buyer, after deduction of an amount equal to the amount of Taxes, if any, to which the recipient Company would be subject as a result of the receipt or crediting of such Refund.

Section 6.11 Disclosed Personal Information. Buyers have collected Disclosed Personal Information prior to the Closing only as necessary for purposes related to the transactions contemplated by this Agreement, including in connection with its investigations of the Business, the Companies, and their respective properties and assets, and shall not disclose Disclosed Personal Information to any Person other than to its representatives who are evaluating and advising on the transactions contemplated by this Agreement.

Section 6.12 ERISA. The parties intend to comply with section 4204(a) of ERISA, to the extent applicable, and to take any other action required or desirable, so that no withdrawal liability under ERISA is imposed upon Seller or Buyers as a result of this transaction or any subsequent action or omission of Buyers or any affiliate of Buyers. To that end, to the extent necessary to satisfy section 4204 of ERISA, Buyers agree and covenant: (i) to contribute to each multiemployer plan, as defined in Section 3(37) of ERISA ("**Multiemployer Plan**"), for substantially the same number of contribution base units, as defined in Section 4001(a)(11) of ERISA, for which Seller was obligated to contribute in connection with the Transferred Employees; and (ii) unless a variance or waiver is in effect pursuant to Section 4204(c) of ERISA, to provide to and for the benefit of the Multiemployer Plan, for the five plan years commencing with the first plan year to begin after the Closing Date (the "**Surety Period**"), either a bond issued by a corporate surety company that is an acceptable surety for purposes of Section 412 of ERISA, a letter of credit or an amount held in escrow by a bank or similar financial institution, in either case in an amount equal to the greater of (A) the average annual contribution that Seller was required to make in connection with the Transferred Employees for the three plan years preceding the plan year in which the Closing Date occurs, or (B) the annual contribution that Seller was required to make in connection with the Transferred Employees for the plan year preceding the plan year in which the Closing Date occurs, which bond, letter of credit or such amount held in escrow shall be paid to the Multiemployer Plan if, at any time during the Surety Period, Seller, or any successor in interest thereto, withdraws from the Multiemployer Plan or fails to make any contribution to the Multiemployer Plan when due. If a variance or waiver is not in effect pursuant to Section 4204(c) of ERISA, Seller shall deliver to the Multiemployer Plan by the first day of the plan year following the Closing Date, with copies to Seller, either the bond or evidence of the establishment of an escrow described in the preceding sentence. If Buyers or any successor in interest thereto shall withdraw from the Multiemployer Plan in either a complete or partial withdrawal, as such terms are used in Sections 4203 and 4205 of ERISA, and withdrawal liability is imposed under Section 4201 of ERISA, Seller agrees that Buyers shall be secondarily liable to the Multiemployer Plan for any withdrawal liability that it would have had to the Multiemployer Plan in the absence of Section 4204 of ERISA. The parties will reasonably cooperate in obtaining a variance from the requirements of sections 4204(a)(1)(B) and 4204(a)(1)(C) of ERISA, and Buyers agree to prepare and

submit the request for such variance to the Multiemployer Plan. To the extent that any obligation is imposed on Buyers herein, Buyers agree to require their successors in interest and assigns to specifically assume and accept the obligations assumed by Buyers under this Section.

Section 6.13 Seller's Obligations. From the date hereof until the Closing Date, Seller agrees to perform or comply, as applicable, with the following obligations: give, or cause to be given, to the Buyers, and their Representatives, reasonable access during normal business hours to the Purchased Assets and Business, including the Books and Records, to conduct such investigations, inspections, surveys or tests thereof and of the financial and legal condition of the Business and the Purchased Assets as the Buyers reasonably deem necessary or desirable to further familiarize themselves with the Business and the Purchased Assets. Without limiting the generality of the foregoing:

(a) the Buyers and their representatives shall be permitted reasonable access during normal business hours to all documents relating to information scheduled or required to be disclosed under this Agreement and to the Employees; and (b) the Buyers and their representatives shall be permitted to contact and discuss the transactions contemplated herein with Governmental Authorities and the Companies' customers, vendors, management and contractual counterparties. Such investigations, inspections, surveys and tests shall be carried out at the Buyers' sole and exclusive risk and cost, during normal business hours, and without undue interference with the Companies' operations and the Seller shall co-operate reasonably in facilitating such investigations, inspections, surveys and tests and shall furnish copies of all such documents and materials relating to such matters as may be reasonably requested by or on behalf of the Buyers; and

(b) not (i) sell, convey, transfer, lease, assign, or otherwise dispose of or impair any properties or assets of the Companies other than (A) in the ordinary course of business or (B) in accordance with the BC Approval and Vesting Order and U.S. Recognition Order; (ii) purchase, lease or otherwise acquire (by merger, exchange, consolidation, acquisition of stock or assets or otherwise) any assets or properties, other than in the ordinary course of business; (iii) purchase or acquire any indebtedness, debt securities or equity securities of any Person to finance the Receiver's receivership other than from Buyers pursuant to the Receiver's Certificate; (iv) make any loans or advances to, or investments in, any Person, other than in the ordinary course of business; (v) (A) cause any of the Companies to merge with or into, or consolidate or amalgamate with, any other Person, or (B) permit any other Person to merge with or into, or consolidate or amalgamate with, any of the Companies; or (vi) split, combine or reclassify any of the Companies' respective interests, or declare, set aside or pay any dividend or other distribution payable in cash, stock, property or otherwise with respect to any of the Companies' respective interests.

Section 6.14 Closing Certificate. The parties hereby acknowledge and agree that the Seller shall be entitled to file with the Courts a certificate, substantially in the form attached to the BC Approval and Vesting Order (the "**Closing Certificate**") upon receiving written confirmation from the Buyers that all conditions to Closing have been satisfied or waived. The Seller shall have no liability to the Buyers or any other Person as a result of the filing of the Closing Certificate.

ARTICLE VII CONDITIONS TO CLOSING

Section 7.01 Conditions to Obligations of All Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of the following condition:

(a) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect, continues in effect until the Outside Date and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

Section 7.02 Conditions to Obligations of Buyers. The obligations of Buyers to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyers' waiver, at or prior to the Closing, of each of the following conditions:

(a) All Milestones shall have been satisfied by their respective dates.

(b) The Closing Date shall not be later than the Outside Date.

(c) The representations and warranties of Seller contained in Article IV shall be true and correct in all material respects as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date).

(d) Seller shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the Closing Date.

(e) Except for the commencement of the Chapter 15 Proceeding and the Receivership Proceeding, there shall have been no Material Adverse Effect.

(f) Seller shall have delivered to Buyer duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in Section 3.02(a).

(g) Buyers shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Seller, that each of the conditions set forth in Section 7.02(c) and Section 7.02(d) have been satisfied.

(h) The requisite steps, as determined by Buyers acting reasonably, have been taken to satisfy section 4204 of ERISA and transfer the US multiemployer pension plan to U.S. Buyer without triggering any withdrawal liability.

(i) The Settlement Approval Order and Buyers' rights to credit bid the Secured Obligations shall be and remain in full force and effect.

(j) Each of the BC Approval and Vesting Order and the U.S. Recognition Order shall have become a Final Order.

(k) Evidence, in a form reasonably acceptable to Buyers, of the assignment or replacement, as applicable, of any and all performance or other material bonds posted by or on behalf of the Companies in respect of the Business shall have been obtained or effected.

(l) Evidence, in a form reasonably acceptable to Buyers, of the assignment or cancellation, as applicable, of material insurance policies in respect of the Business, as requested by Buyers, shall have been obtained or effected.

(m) All consents, notices and/or approvals required to obtain or transfer the Permits in respect of the Business where the failure to obtain or transfer such Permits would have a material adverse impact on the operations of the Business, shall have been obtained.

(n) Evidence, in a form reasonably acceptable to Buyers, of an extension to BC Hydro RFQ15431 Gastown Primary and Secondary UG Electrical Works and Fiber Cable Installation shall have been obtained or effected.

(o) Evidence, in a form reasonably acceptable to Buyers, of the assignment of the Valley Copper Agreement between Plowe Power Systems Ltd. and Teck Highland Valley Copper Partnership to one of the Companies shall have been obtained or effected.

(p) Evidence, in a form reasonably acceptable to Buyers, of the assignment of the Canadian Benefit Plans (and if Buyers issue an Assumption Notice, the U.S. Benefit Plans) among the applicable Companies, the applicable Buyer, Affiliate of the Buyer or the Employee Company, as the case may be, and the insurance company responsible for the provision of services in respect of the applicable Benefit Plan shall have been obtained or effected.

Section 7.03 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Seller's waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of Buyers contained in Article V shall be true and correct in all material respects as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date).

(b) Buyers shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the Closing Date.

(c) Buyers shall have delivered to Seller the Purchase Price (or documentation thereof evidencing the cancellation of the Credit Bid (or payment in cash in lieu in accordance with Section 2.05), funds in the amount of the Priority Claims, if any, and the assumption of the Assumed Liabilities), duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in Section 3.02(b).

(d) Seller shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of each Buyer, that each of the conditions set forth in Section 7.03(a) and Section 7.03(b) have been satisfied.

(e) Each of the BC Approval and Vesting Order and the U.S. Recognition Order shall have been granted.

**ARTICLE VIII
TERMINATION**

Section 8.01 Termination. This Agreement may be terminated at any time prior to Closing:

- (a) by the mutual written consent of Seller and Buyers;
- (b) by Buyers by written notice to Seller if:
 - (i) Buyers are not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VII and such breach, inaccuracy or failure has not been waived by the Buyers or cured by Seller on or prior to the Outside Date;
 - (ii) any of the conditions set forth in Section 7.01 or Section 7.02 shall not have been fulfilled by the Outside Date, unless such failure shall be due to the failure of Buyers to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing;
 - (iii) the U.S. Court appoints a trustee or an examiner with expanded powers in the Chapter 15 Proceedings, the U.S. Court dismisses the Chapter 15 Proceedings, or a case under Chapter 7 or 11 of the U.S. Bankruptcy Code is commenced in respect of any of the Companies, or if the BC Court enters an order dismissing the Receivership Proceeding;
 - (iv) Seller withdraws or ceases to prosecute entry of either the BC Approval and Vesting Order or the U.S. Recognition Order; or
 - (v) any Milestone is not satisfied by the specified date or such dates as otherwise agreed to by the Seller and the Buyers.
- (c) by Seller by written notice to Buyers if:
 - (i) Seller is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VII and such breach, inaccuracy or failure has not been waived by the Seller or cured by the Buyers on or prior to the Outside Date; or
 - (ii) any of the conditions set forth in Section 7.01 or Section 7.03 shall not have been fulfilled by the Outside Date, unless such failure shall be due to the failure of Seller to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing.

- (d) by Buyers or Seller in the event that:
- (i) an Alternate Transaction is selected as the Successful Bid, and termination by Seller is permitted only in the event the payment of the Expense Reimbursement is irrevocably paid to Buyers pursuant to Section 8.03;
 - (ii) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited; or
 - (iii) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall remain in force and effect.

Section 8.02 Effect of Termination. In the event of the termination of this Agreement in accordance with this Article, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except:

- (a) that the obligations set forth in this Article VIII and Article IX hereof shall survive termination; and
- (b) that nothing herein shall relieve any party hereto from liability for any intentional breach of any provision hereof.

Section 8.03 Expense Reimbursement. The Seller shall pay (or cause to be paid) the Expense Reimbursement to Buyers if this Agreement is validly terminated pursuant to Section 8.01(b)(i) or Section 8.01(d). Seller shall irrevocably pay to Buyers the Expense Reimbursement by wire transfer of immediately available funds (to the account(s) identified in writing by Buyers) no later than three (3) Business Days following closing of an Alternate Transaction. The parties hereto acknowledge and agree that Buyers shall be granted a charge on the Property (as defined in the Receivership Order) as security for payment of the amounts described in this Section 8.03 in priority to all Encumbrances, but subordinate in priority to the Receiver's Charge (as defined in the Receivership Order) and the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA. The Buyers agree that the Expense Reimbursement will be the sole and exclusive remedy of the Buyers against the Seller in the event that this Agreement is validly terminated pursuant to Section 8.01(b)(i) or Section 8.01(d).

ARTICLE IX MISCELLANEOUS

Section 9.01 Sale of Subset of Assets. In accordance with the Sale Process Procedures, with Buyers' consent, a subset of the Purchased Assets may be sold to, and a subset of the Assumed Liabilities may be assumed by, a third party on terms and conditions to be agreed, which such terms and conditions shall include that any proceeds of such transaction be irrevocably paid in cash to the Buyers, as the senior secured lenders to the Companies, to satisfy the Secured Obligations. In such event, this Agreement shall be amended and conformed, including to pertain solely to the Purchased Assets acquired and Assumed Liabilities assumed by Buyers.

Section 9.02 Name Winddown. Within thirty (30) days following the Closing, Seller shall cause each of the Companies to formally change its legal entity name to remove any reference to the

words "Rokstad" or "Rok" or any confusingly similar reference, in each case, in accordance with the law of the jurisdiction of its formation or incorporation.

Section 9.03 Expenses. Except as otherwise expressly provided herein (including Section 6.08 hereof), all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

Section 9.04 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission and receipt) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid, each with a copy by email as provided below. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 9.04):

If to Seller:

FTI Consulting Canada Inc., in its capacity as court-appointed receiver of the Companies

E-mail: tom.powell@fticonsulting.com /
Craig.Munro@fticonsulting.com
Attention: Thomas Powell / Craig Munro

with a copy to:

Osler, Hoskin & Harcourt LLP
Suite 300, Bentall Four
1055 Dunsmuir Street
Vancouver, BC V7X 1K8

E-mail: mbuttery@osler.com / epaplowski@osler.com
Attention: Mary Buttery / Emily Paplowski

Pachulski Stang Ziehl & Jones LLP
One Sansome St, Ste 3420
San Francisco, CA 94104

E-mail: dgrassgreen@pszjlaw.com /
sgolden@pszjlaw.com
Attention: Debra Grassgreen / Steven Golden

If to Buyers:

1501841 B.C. Ltd.

Stellex Power Line OpCo LLC

900 Third Avenue

New York, NY 10022

E-mail: ikrasik@stellexcapital.com

Attention: Irina Krasik

with a copy to:

Blake, Cassels & Graydon LLP

1133 Melville St #3500,

Vancouver, BC V6E 4E5

E-mail: peter.bychawski@blakes.com /

kelly.bourassa@blakes.com

Attention: Peter Bychawski / Kelly Bourassa

Greenberg Traurig, LLP

One Vanderbilt Avenue

New York, NY 10017

E-mail: pinkaso@gtlaw.com

Attention: Oscar N. Pinkas

Section 9.05 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation;" (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

Section 9.06 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 9.07 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 9.08 Entire Agreement. This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous representations,

warranties, understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents and the Exhibits (other than the BC Approval and Vesting Order and U.S. Recognition Order), the statements in the body of this Agreement will control. In the event of any inconsistency between the statements in the body of this Agreement, the other Transaction Documents or the Exhibits (other than the BC Approval and Vesting Order and U.S. Recognition Order), the statements in the BC Approval and Vesting Order and U.S. Recognition Order will control. In the event of any inconsistency between the statements in the BC Approval and Vesting Order and the U.S. Recognition Order, the statements in the BC Approval and Vesting Order will control.

Section 9.09 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party hereto may assign its rights or obligations hereunder without the prior written consent of the other parties; provided, however, that (a) either Buyer may assign any or all of its rights or obligations hereunder to its Affiliate or in connection with any assignment by such Buyer of any or all of such Buyer's right, title, interest in and to the Secured Obligations or any related documentation to any Person, and (b) Canada Buyer may assign any or all of its rights or obligations hereunder to any Person legally domiciled in Canada or any province or territory thereof.

Section 9.10 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 9.11 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 9.12 Governing Law. THIS AGREEMENT AND ANY CLAIM, CAUSE OF ACTION, CONTROVERSY OR DISPUTE (WHETHER IN CONTRACT, TORT, EQUITY, STATUTE OR OTHERWISE) ARISING UNDER, BASED UPON OR RELATED IN ANY WAY TO THIS AGREEMENT, THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS AGREEMENT (INCLUDING ANY CLAIM, CAUSE OF ACTION, ACTION, CONTROVERSY OR DISPUTE ARISING UNDER, BASED UPON OR RELATED IN ANY WAY TO ANY REPRESENTATION OR WARRANTY MADE IN OR IN CONNECTION WITH THIS AGREEMENT, OR AS AN INDUCEMENT TO ENTER INTO THIS AGREEMENT), THE RELATIONSHIP AND/OR DEALINGS OF THE PARTIES, THE PROPOSED TRANSACTION AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER OR RELATED IN ANY WAY TO THE FOREGOING (A

"DISPUTE"), SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF BRITISH COLUMBIA AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

Section 9.13 Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HEREBY WAIVES SUCH PERSON'S RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY DISPUTE AND ANY DISPUTE RELATING TO A TRANSACTION DOCUMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SCOPE OF THE FOREGOING WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES UNDER THIS AGREEMENT OR THE TRANSACTION DOCUMENTS THAT MAY BE FILED IN ANY COURT. THIS SECTION 9.13 HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH OF THE PARTIES HEREBY FURTHER REPRESENTS AND WARRANTS THAT SUCH PERSON HAS REVIEWED THIS WAIVER WITH SUCH PERSON'S LEGAL COUNSEL, AND THAT SUCH PERSON KNOWINGLY AND VOLUNTARILY WAIVES SUCH PERSON'S JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 9.13 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

Section 9.14 Jurisdictions. Each of the parties hereto hereby agree that the courts of the British Columbia Supreme Court located in the City of Vancouver, British Columbia will have exclusive jurisdiction for the adjudication of any and all disputes or controversies arising out of or relating directly or indirectly to this Agreement or any Transaction Document.

Section 9.15 Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties hereto shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 9.16 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 9.17 Non-recourse. This Agreement may only be enforced against, and any claim, action, suit, or other legal proceeding based upon, arising out of, or related to this Agreement, or the negotiation, execution or performance of this Agreement, may only be brought against the entities that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. No past, present or future director, officer, employee, incorporator, manager, member, partner, stockholder, Affiliate, agent, attorney or other Representative of any party hereto or of any Affiliate of any party hereto, or any of their successors or permitted assigns, shall have any liability for any obligations or liabilities of any party hereto under this Agreement or for any claim, action, suit or other legal proceeding based on, in respect of or by reason of the transactions contemplated hereby.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their duly authorized representatives.

FTI CONSULTING CANADA INC., solely in its capacity as court-appointed receiver 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, and not in its personal or corporate capacity

By: 

Name: Tom Powell

Title: Senior Managing Director

1501841 B.C. LTD.

By: _____

Name:

Title:

STELLEX POWER LINE OPCO LLC

By: _____

Name:

Title:

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their duly authorized representatives.

FTI CONSULTING CANADA, INC., solely in its capacity as court-appointed receiver 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, and not in its personal or corporate capacity

By: _____
Name:
Title:

1501841 B.C. LTD.

By:  _____
Name: Irina Krasik
Title: Authorized Signatory

STELLEX POWER LINE OPCO LLC

By:  _____
Name: Irina Krasik
Title: Authorized Signatory



SCHEDULE A**Intellectual Property Assets****Registered Domains**

Domain	Owner	Expiration Date
Bcpowercompany.com	Private Registration	TBD
Galbraithpower.com	Private Registration	TBD
Galbraithpowercorp.com	Private Registration	TBD
Galbraithpowercorp.info	Private Registration	TBD
Galbraithpowercorp.net	Private Registration	TBD
Galbraithpowercorp.org	Private Registration	TBD
Galbraithrokstadpowercorp.com	Private Registration	TBD
Goldenearspaint.ca	Private Registration	TBD
Goldenearspaint.com	Private Registration	TBD
Plowepower.com	Private Registration	TBD
Rokstad.online	Private Registration	TBD
Rokstad.us	Private Registration	TBD
Rokstadpower.ca	Private Registration	TBD
Rokstadpower.co	Private Registration	TBD
Rokstadpower.com	Private Registration	TBD
Rokstadpower.info	Private Registration	TBD
Rokstadpower.net	Private Registration	TBD
Rokstadpower.org	Private Registration	TBD
Rokstadpowercorp.ca	Private Registration	TBD
Rokstadpowercorp.com	Private Registration	TBD
Rokstadpowercorp.net	Private Registration	TBD

Registered Social Media Accounts

Social Media Platform	URL
Instagram	Rokstad Power (@rokstadpower) • Instagram photos and videos
Facebook	Rokstad Power Facebook
YouTube	Rokstad Power - YouTube
Twitter/X	https://x.com/rokstadpower?s=21&t=OP_VQWneTUZDz5VWxmtCFQ
LinkedIn	(2) Rokstad Power: Overview LinkedIn https://www.linkedin.com/company/rokstad-power/?originalSubdomain=ca

Unregistered Trademarks

Trademark	Owner	Status
Rokstad Power (word mark)	Rokstad Power	Unfiled
Rokstad (word mark)	Rokstad Power	Unfiled
 (design logo)	Rokstad Power	Unfiled
 (design logo)	Rokstad Power	Unfiled

Other Proprietary Intellectual Property

1. Rok Flow Software Program
 - a. Performs various software functions for the Company including billing project management
2. Other Rok-branded Software Programs
3. Customized Candy Software Program
4. Trade Secrets: Customer Lists, Pricing Information, Proprietary business practices, goodwill, data.

SCHEDULE B**Assigned Contracts****Bonds**

- (1) Taxpayer Bond for Contractor Under ARS Section 42-5006 (Bond No. 09218974), dated as of May 12, 2016, by and between Rokstad Power Inc. and Fidelity and Deposit Company of Maryland.
- (2) Contractors Bond (Bond No. 100738205), dated as of March 31, 2023, by and between American Contractors Indemnity Company and Rokstad Power Inc.
- (3) Bond (Bond No. 4199450), dated as of February 16, 2023, by and between Great American Insurance Company, International Brotherhood of Electrical Workers Local Union #70, and Rokstad Power (East), Inc.

Equipment Leases

- (4) Loan & Security Agreement #191394, dated as of January 4, 2022, by and between Custom Truck Capital and Rokstad Power Inc. (as amended).
- (5) Corporate Guaranty (Agreement #191934), dated as of January 4, 2022, by and between Rokstad Power Inc., Custom Truck Capital, and Rokstad Power (2018) Ltd.
- (6) Corporate Guaranty (Agreement #191934), dated as of January 4, 2022, by and between Rokstad Power Inc., Custom Truck Capital, Rokstad Holdings Corporation.
- (7) Equipment Lease Agreement, dated as of July 17, 2020, by and between 1126652 B.C. Ltd. and Rokstad Power (2018) Ltd.
- (8) Equipment Finance Agreement, dated as of October 1, 2021, by and between Global Rental Canada ULC and Rokstad Power (2018) Ltd.
- (9) Equipment Finance Agreement, dated as of January 1, 2023, by and between Global Rental Canada ULC and Rokstad Power (2018) Ltd.
- (10) Equipment Finance Agreement, dated as of April 24, 2023, by and between Western High Voltage Ltd. and Rokstad Power (2018) Ltd.
- (11) Equipment Rental Agreement, dated as of December 1, 2023, by and between AML Capital, Ltd. and Rokstad Power Inc.
- (12) Equipment Lease Agreement, dated as of April 1, 2022, by and between AML Leasing Ltd. and Rokstad Power (2018) Ltd.
- (13) 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.
- (14) Equipment Lease Agreement, dated as of June 29, 2019, by and between Plowe Boys Enterprises LTD. and Rokstad Power (2018) Ltd.

- (15) 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.
- (16) All vehicle leases by and between Zeemac Vehicle Lease Ltd. and Rokstad Power (2018) Ltd.
- (17) 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.
- (18) Open-End Master lease Agreement, dated as of October 26, 2020, by and between Merchants Fleet and Rokstad Power Inc. and the following Schedules thereto:
- 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.
 - 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.
 - 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.
- (19) 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:
- 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.
- (20) The following Equipment Leases and Guaranties with Altec Capital Services, LLC:
- 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.
- (21) 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.
- (22) Retail Installment Sale Contract Simple Finance Charge, dated as of July 27, 2020, by and between Rokstad Power Inc. and Dave Smith Motors.
- (23) The following Lease Agreements with Ally Bank Lease Trust and Ally Financial Lease Trust:
- 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.

Property Leases

- (24) Commercial Lease Agreement, dated as of April 28, 2023, by and between TK Real Estate and Rokstad Power.
- (25) Land Lease Agreement, dated as of May 1, 2023, by and between WJ Real Estate #1 and Rokstad Power.

- (26) 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.
- (27) Subordination, non disturbance and attornment agreement, by and between Bankers Trust Company, CAM Investment 353 LLC and Rokstad Power Inc.
- (28) Lease, dated as of October 1, 2021, by and between 1318936 B.C. Ltd and Rokstad Power (2018) Ltd.
- (29) Lease, dated as of August 14, 2020, by and between 1243483 B.C. Ltd., Rokstad Power (2018) Ltd. And Rokstad Holdings Corporation.
- (30) Renewal Lease, dated as of August 30, 2023, by and between 1251363 B.C. Ltd., Rokstad Power (2018) Ltd. And Rokstad Holdings Corporation.
- (31) 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.
- (32) 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.
- (33) Lease, dated as of June 15, 2023, by and between Waikapu Properties, LLC, and Rokstad Power Inc.
- (34) Ground Lease, dated as of August 9, 2022, by and between ABC Development Company, LLC and Rokstad Power Inc.
- (35) Sublease Agreement, dated as of March 1, 2023, by and between MANA Construction Inc. and Rokstad Power Inc.
- (36) Lease Agreement, dated as of December 18, 2018, by and between Spire Golden Limited Partnership, Rokstad Power (2018) Ltd. and Rokstad Holding Corporation.
- (37) 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.
- (38) Sublease, dated for reference October 31, 2023, by and between Rokstad Power (2018) Ltd. and Waste Connections of Canada Inc.
- (39) Sublease, dated as of June 1, 2020, by and between Rokstad Power (2018) Ltd. and Langcorp Developments Ltd.
- (40) Lease Agreement, dated as of April 5, 2022, by and between Rokstad Power (2018) Ltd. and Langcorp Developments Ltd.
- (41) 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.

- (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.
- (43) 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.
- (44) 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.
- (45) 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.
- (46) 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.
- (47) Office Lease Agreement, dated as of January 1, 2024, by and between Pacific North Court Holdings, L.P. and Rokstad Power Inc.
- (48) Commercial Lease Agreement, dated as of August 1, 2024, by and between Deborah J. Turman and Rokstad Power Inc.
- (49) Commercial Lease Agreement, dated as of August 1, 2024, by and between Deborah J. Turman and Rokstad Power Inc.
- (50) Lease Agreement, by and between Piazza Family Limited Partnership and Liberty Rokstad Power, LLC.
- (51) Lease Agreement, dated as of March 23, 2022, by and between 3190 Tremont JB 2022, LLC and Rokstad Power Inc.
- (52) Lease Buyout Agreement, dated as of October 1, 2023, by and between 3190 Tremont JB 2022, LLC and Rokstad Power Inc.
- (53) Lease associated with the Property located at 3190 Tremont Ave, Feasterville-Trevose, PA 19053.
- (54) To the extent not listed above, any lease associated with any of the following properties:
 - Property Located at 16165 N 83rd Avenue, Suite 200, Peoria, AZ 85382.
 - Property located at 14055 Laurelwood Place, Chino, California, associated with the 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.

- Property located at 9640 Mountain View Ave, San Bernardino, CA 92408, associated with the Land Lease Agreement, dated as of May 1, 2023, by and between WJ Real Estate #1 and Rokstad Power.
- Property located at 17161 Lilac St, Hesperia, CA 92345, USA GATE 3, associated with the Commercial Lease Agreement, dated as of April 28, 2023, by and between TK Real Estate and Rokstad Power.
- Property located at 11682 El Camino Real, Suite 308, San Diego, CA 92130.
- Property located at Building 1, Kapa's Industrial Park, Kailua, HI 96734, associated with the Sublease Agreement, dated as of March 1, 2023, by and between MANA Construction Inc. and Rokstad Power Inc.
- Property located at Tax Map Key parcel No. (2) 3-8-007, Waikapu, HI, associated with the Ground Lease, dated as of August 9, 2022, by and between ABC Development Company, LLC and Rokstad Power Inc.
- Property located at 109 E. Waiko Road, Wailuku, HI 96793 associated with the Lease, dated as of June 15, 2023, by and between Waikapu Properties, LLC, and Rokstad Power Inc.
- Property located at 3720 S-1110-12 Commerce Drive, Baltimore, MD 21227, associated with the Sublease Agreement, dated as of March 1, 2023, by and between MANA Construction Inc. and Rokstad Power Inc.
- Property located at 1521 US Route 9W, Bldg #2, #3, #4, Selkirk, NY 12158.
- Property located at 3190 Tremont Ave, Feasterville-Trevoze, PA 19053, associated with the Lease Agreement, dated as of March 23, 2022, by and between 3190 Tremont JB 2022, LLC and Rokstad Power Inc.
- Property located at 12912 North Telegraph Road, Carleto, MI 48117.
- Property located at 103 Northeast 20th Street, Lawton, OK 73507.
- Property located at 80 and 84 Golden Drive, Coquitlam, British Columbia, associated with the 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 (and the Sublease, dated as of October 31, 2023, by and between Rokstad Power (2018) Ltd. and Waste Connections of Canada Inc.; Sublease, dated as of June 1, 2020, by and between Rokstad Power (2018) Ltd. and Langcorp Developments Ltd.; and Lease Agreement, dated as of April 5, 2022, by and between Rokstad Power (2018) Ltd. and Langcorp Developments Ltd.).
- Property located at 1320 Riverside Road, Abbotsford, BC V2T 7P1, associated with the Lease Summary, dated as of August 14, 2020, by and between 1243483 B.C. Ltd, Rokstad Power (2018) Ltd., and Rokstad Holdings Corporation (as amended).

- Property located at 290 Industrial Rd., 100 Mile House, British Columbia, associated with the Lease, dated as of October 1, 2021, by and between 1318936 B.C. Ltd. and Rokstad Power (2018) Ltd.
- Property located at 280 Industrial Rd., 100 Mile House, British Columbia, associated with the Lease, dated as of October 1, 2021, by and between 1318936 B.C. Ltd. and Rokstad Power (2018) Ltd.
- Property located at 4660 Collier Place, Williams Lake, British Columbia, associated with the Lease, dated as of December 1, 2019, by and between Linda Stevens and Rokstad Power (2018) Ltd.
- Property located at 2805 and 2797 Gunn Road, Prince George, British Columbia, associated with the Lease, dated as of April 1, 2014, by and between Plowe Boys Enterprises Ltd. and Rokstad Power (2018) Ltd. (as amended).
- Property located at 2877 Bowers Place, Kamloops, British Columbia, associated with the Lease, dated as of September 27, 2019, by and between Plowe Boys Enterprises Ltd. and Rokstad Power (2018) Ltd.
- Property located at 2889 Bowers Place, Kamloops, British Columbia, associated with the Lease, dated as of September 27, 2019, by and between Plowe Boys Enterprises Ltd. and Rokstad Power (2018) Ltd.
- Property located at 2901 Bowers Place, Kamloops, British Columbia, associated with the Lease, dated as of April 1, 2014, by and between Plowe Boys Enterprises Ltd. and Plowe Power Systems Ltd.
- Property located at Lot 1 District Lots 65, 66, 67, Group 1 New Westminster District Plan 79097, associated with the Lease Agreement, dated as of December 18, 2018, by and between Spire Golden Limited Partnership, Rokstad Power (2018) Ltd., and Rokstad Holding Corporation.
- Property located at Lot 2 District Lots 66 Group 1 New Westminster District Plan 77558, associated with the Lease Agreement, dated as of December 18, 2018, by and between Spire Golden Limited Partnership, Rokstad Power (2018) Ltd., and Rokstad Holding Corporation.
- Property located at 2913 Bowers Place, Kamloops, British Columbia, associated with the Lease, dated as of May 1, 2024, by and between Plowe Boys Enterprises Ltd. and Rokstad Power (2018) Ltd.
- Property located at 2811, 2809 and 2813 Gunn Road, Prince George, British Columbia, associated with the Lease, dated as of May 1, 2024, by and between Plowe Boys Enterprises Ltd. and Rokstad Power (2018) Ltd.

Commercial Agreements

- (55) Fee Agreement, dated as of March 15, 2023, by and between Rokstad Power corporation and LHH Recruitment Solutions.

- (56) Agreement between Corix Multi-Utility Services Inc. and Rokstad Power (2018) Ltd.
- (57) Agreement between Aspen Planers Ltd. and Rokstad Power (2018) Ltd.
- (58) Agreement between Conwest Developments and Rokstad Power (2018) Ltd.
- (59) Agreement between Mount Polley Mining Corporation and Rokstad Power (2018) Ltd.
- (60) Agreement between Keller Construction Ltd. and Rokstad Power.
- (61) Agreement between Lakewood Electric Ltd. and Rokstad Power.

IT Services Agreements

- (62) Rental Agreement, dated as of March 20, 2023, by and between Sharp Electronics of Canada Ltd. and Rokstad Power (2018) Ltd.
- (63) Master Service Agreement, undated, by and between Sherweb Inc. and Rokstad Power¹.
- (64) Rental Agreement, dated as of December 2, 2021, by and between Sharp Electronics of Canada Ltd. and Rokstad Power (2018) Ltd.
- (65) Datto Siris 2: SP5000 Statement of Work, dated as of September 22, 2014, by and between Rokstad Power Corp.² and DigiFX Networks Inc.
- (66) Service Level Agreement, dated as of October 20, 2016, by and between Totally One Communications Inc. and Rokstad Power³.
- (67) Verizon Online Terms of Service for Verizon Internet and Value Added Services, with Verizon Online LLC.
- (68) Master Services Agreement, dated as of January 8, 2015, by and between Rokstad Power Corporation and Allstream Inc.
- (69) 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.
- (70) Assumption Agreement, dated as of August 13, 2018, by and between RPC Limited Partnership, Rokstad Power (2018) Ltd., and Bell Mobility Inc.
- (71) Bell Mobility Corporate Account Agreement, dated as of July 23, 2017, by and between Bell Mobility Inc. and Rokstad Power Corporation.
- (72) Services Agreement, dated as of January 8, 2021, by and between Convverge, Inc. and Rokstad Power⁴
- (73) CCS Candy Cloud Hosted Services Agreement, dated as of June 2, 2019, with Candy Softwarre.

¹ **Note:** Contracting entity to be confirmed.

² **Note:** Contracting entity to be confirmed.

³ **Note:** Contracting entity to be confirmed.

⁴ **Note:** Contracting entity to be confirmed.

- (74) FirstNet Push-to-Talk End User License Agreement and Terms of Service, with AT&T Corp and its affiliates.
- (75) Product Order Form, dated as of January 22, 2022, by and between Rokstad Power⁵ and Darktrace.
- (76) Master Services Agreement, dated as of June 28, 2019, by and between Convverge, Inc. and Rokstad Power⁶.
- (77) Safety App Statement of Work, dated as of June 28, 2019, by and between Rokstad Power⁷ and Convverge, Inc.
- (78) Darktrace Master Services Agreement, dated as of January 22, 2024, by and between Darktrace Holdings Limited and Rokstad Power⁸.

Settlement Agreements

- (79) Settlement and Separation Agreement, dated as of August 30, 2023, by and between Rokstad Power, Inc., Rokstad Power (East), Inc., Mirarchi Brothers, Inc., L&M Power Venture LLC, Liberty Rokstad Power, LLC, Liberty & Associates II, LLC, Ralph Mirarchi, Jr. and Christina Mirarchi.
- (80) Mutual Release and Settlement Agreement, dated as of October 8, 2021, by and between Bear Creek Contracting Ltd., Pretium Exploration Inc., Pretium Resources Inc., Rokstad Power Construction Services Ltd., Rokstad Power Corporation, Rokstad holdings Corporation, Rokstad Power (2018) Ltd., Rokstad Power (Prairies) Ltd., Rokstad Power Transmission Services Ltd., Blue Max Drilling Inc., More Core Diamond Drilling Services Ltd., and Lakelse Air Ltd.
- (81) Consent, Waiver and Disclosure for Confession of Judgment, by and between Liberty & Associates II, LLC and Rokstad Power (East), Inc.

Customer Agreements and JV Agreements

- (82) 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.
- (83) PECO Blanket.
- (84) 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.
- (85) 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.

⁵ **Note:** Contracting entity to be confirmed.

⁶ **Note:** Contracting entity to be confirmed.

⁷ **Note:** Contracting entity to be confirmed.

⁸ **Note:** Contracting entity to be confirmed.

- (86) 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.
- (87) Blanket Purchase Order, effective as of December 12, 2023, by and between Baltimore Gas & Electric Co. and Rokstad Power (East), Inc.
- (88) Exelon Global Terms and Conditions for Materials and Services, by and between Rokstad Power (East), Inc. and Exelon Business Services Company, LLC.
- (89) 2022 Distribution line RFP Master Services Agreement, dated as of April 1, 2023, by and between Rokstad Power Inc. and Southern California Edison Company.
- (90) Contract Letter to Contract No. 20006340, dated as of December 1, 2021, by and between American Electric Power Service Corporation and Rokstad Power Inc.
- (91) Contract Letter to Contract No. 20006561, dated as of February 1, 2022, by and between Electric Transmission Texas, LLC and Rokstad Power Inc.
- (92) Subcontract Agreement 78678, dated as of June 6, 2024, by and between Dacon Corporation and Rokstad Power.
- (93) Contract Instrument For Contract No. 20006340, dated as of May 30, 2024, by and between Southwestern Electric Power Company and Rokstad Power Inc.
- (94) Contract Instrument For Contract No. 20006340, dated as of June 5, 2024, by and between Southwestern Electric Power Company and Rokstad Power Inc.
- (95) Contract Instrument For Contract No. 20006340, dated as of June 28, 2024, by and between Southwestern Electric Power Company and Rokstad Power Inc.
- (96) Contract Instrument For Contract No. 20006340, dated as of May 1, 2024, by and between Southwestern Electric Power Company and Rokstad Power Inc.
- (97) Contract for Labor and Material, dated as of June 1, 2023, by and between Consumers Energy Company and Rokstad Power Inc.
- (98) American Electric Power AEP General Terms and Conditions for Labor and Services, dated as of May 2021.
- (99) AEP Contract No. 20006340.
- (100) AEP Contract No. 20006561.
- (101) Revenue Sharing Agreement, dated as of October 29, 2020, by and between Tk'emlups te Seewepeme and Rokstad Power (2018) Ltd.
- (102) Joint Venture Agreement, dated as of June 9, 2023, by and between SIMPCW RESOURCES LLP and Rokstad Power (2018) Ltd.
- (103) Memorandum of Understanding, dated as of October 12, 2018, by and between SPAL General Constructors Corporation and Rokstad Power (2018) Ltd.

- (104) Collaboration and Services Agreement, dated as of March 27, 2023, by and between Tse'Khene Development LP and Rokstad Power (2018) Ltd.
- (105) Master Agreement, dated as of August 27, 2015, by and between Plowe Power Systems Ltd. and Teck Highland Valley Copper Partnership.
- (106) 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.
- (107) British Columbia Hydro and Power Authority ("BC Hydro") master service agreements and all RFPs and work authorizations related thereto, including, without limitation, the following:
- 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.
 - Contract Agreement (RFP 10317), dated as of April 1, 2019, by and between Rokstad Power (2018) Ltd. and BC Hydro.
 - Master Services Agreement (RFP 18470), dated as of May 11, 2023, by and between Rokstad Power (2018) Ltd. and BC Hydro.
 - 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.
 - 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.
 - 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.
- (108) Emergency Restoration Agreement, dated as of September 13, 2013, by and between Puget Sound Energy and Rokstad Power⁹.
- (109) Purchase Order (#4500064445), dated as of March 27, 2019, issued by New Gold Inc. to Rokstad Power (2018) Ltd.
- (110) 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.
- (111) 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.

⁹ **Note:** Contracting entity to be confirmed.

- (112) Construction Agreement, dated as of August 31, 2022, by and between Vancouver Airport Authority and Rokstad Power Ltd.
- (113) Subcontract Agreement, dated as of August 15, 2023, by and between Onni Property Management Services Ltd. and Rokstad Power (2018) Ltd.
- (114) Subcontract Agreement, dated as of February 9, 2024, by and between Onni Property Management Services Ltd. and Rokstad Power (2018) Ltd.

Purchase Agreements

- (115) Loan & Security Agreement #191394, dated as of January 4, 2022, by and between Custom Truck Capital and Rokstad Power Inc. (as amended).
- (116) Share Purchase Agreement, dated as of April 1, 2014, by and between Bryan Plowe, Brad Plowe, Jodi Plowe, Kristin Plowe, Cherry Creek Ranch Ltd., Booyah Development Inc., Plowe Boys Enterprises Ltd., Plowe Power Systems Ltd., 0995879 B.C. Ltd. and Rokstad Power Corporation.
- (117) Asset Purchase Agreement, dated as of September 8, 2023, by and between Rokstad Power Inc. and Power Contracting, LLC.
- (118) Bill of Sale, dated as of October 2, 2023, by and between Rokstad Power, Inc. and Power Contracting, LLC.
- (119) Assignment and Assumption Agreement, dated as of October 2, 2023, by and between Rokstad Power Inc. and Power Contracting LLC.
- (120) Co-operation and Realization Agreement, dated as of June 18, 2018, by and between RPC Limited Partnership, Rokstad Holdings Corporation, Rokstad Power Corporation, Bernie Rokstad, Aaron Rokstad, and Carillion Canada Holdings Inc. and Carillion Canada Inc.
- (121) Share Purchase Agreement, dated as of June 2018, by and between Carillion USA Inc. and Rokstad Holdings Corporation.
- (122) Asset Purchase Agreement, dated as of June 12, 2018, by and between Rokstad Holdings Corporation, RPC Limited Partnership, Rokstad Power GP Inc., 0891115 B.C. Ltd., Plowe Power Systems Ltd., Golden Ears Painting & Sandblasting Ltd., Carillion Canada Holdings Inc., Carillion Canada Inc., Rokstad Power Corporation, Bernie Rokstad and Aaron Rokstad.
- (123) Settlement and Separation Agreement, dated as of August 30, 2023, by and between Rokstad Power, Inc., Rokstad Power (East), Inc., Mirarchi Brothers, Inc., L&M Power Venture LLC, Liberty Rokstad Power, LLC, Liberty & Associates II, LLC, Ralph Mirarchi, Jr. and Christina Mirarchi.
- (124) Bill of Sale, dated as of August 30, 2023, by and between L&M Power Venture LLC and Rokstad Power, Inc.
- (125) Asset Purchase Agreement, dated as of June 12, 2018, by and between Rokstad Holdings Corporation, RPC Limited Partnership, and other vendors.

Benefit Plans

- (126) Canada Life – Rokstad Benefit Plan, effective August 1, 2024 (Policy No. 58935):
- Life Insurance Policy.
 - AD&D Insurance Policy.
 - Dependent Life Policy.
 - Short Term Disability Policy.
 - Long Term Disability Policy.
 - Extended Health Benefit.
 - Dental Benefit.
- (127) IBEW – Class AA Benefits for participants to the Master Line Agreement (Policy No. 812425):
- Life Coverage.
 - AD&D Coverage.
 - Short Term Disability.
 - Long Term Disability.
 - Extended Health Care.
 - Medical Coverage.
 - Vision Coverage.
 - Dental Care Coverage.
- (128) Group Retirement Savings Plan for Rokstad Power (2018) Ltd. and Golden Ears Painting & Sandblasting (2018) Ltd., effective August 10, 2018 (Plan No. 67995).
- (129) RPC Limited Partnership Health, Dental and Short-Term Disability Plan with The Great-West Life Assurance Company, effective as of February 1, 2015 (Plan No. 163071).

Collective Bargaining Agreements¹⁰

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- (1) ¹⁰ International Brotherhood of Electrical Workers (the “IBEW”) and the following local unions of the IBEW:
- Local Unions No. 47 and 1245
 - Local Union No. 70
 - Local Union No. 126
 - Local Union No. 258
 - Local Union No. 278
 - Local Union No. 700
 - Local Union No. 1002
 - Local Union No. 1260
- (2) National Electrical Contractors Association, Inc. (“NECA”) and the following NECA chapters:
- Western Line Constructors Chapter of NECA
 - American Line Builders Chapter, NECA
 - Northeastern Line Constructors Chapter, NECA

- (130) 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.
- (131) 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).
- (132) 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
- (133) Local Union 258 of the IBEW Master Line Agreement, dated as of February 1, 2022, by and between Local Union 258 of the International Brotherhood of Electrical Workers, Rokstad Power Corporation and others.
- (134) 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.
- (135) 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.
- (136) 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.
- (137) 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.

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- Southwestern Line Constructors Chapter, NECA
 - The Southeastern Line Constructors, Chapter NECA

SCHEDULE C-1

Non-Unionized Employee List

Buyers may, in their sole and absolute discretion, update the following list prior to Closing to add or remove Employees therefrom.

(see attached)

SCHEDULE C-2

Unionized Employee List

(see attached)

SCHEDULE D-1

Canadian Benefits Plans

- (1) Canada Life – Rokstad Benefit Plan, effective August 1, 2024 (Policy No. 58935):
 - Life Insurance Policy.
 - AD&D Insurance Policy.
 - Dependent Life Policy.
 - Short Term Disability Policy.
 - Long Term Disability Policy.
 - Extended Health Benefit.
 - Dental Benefit.
- (2) IBEW – Class AA Benefits for participants to the Master Line Agreement (Policy No. 812425):
 - Life Coverage.
 - AD&D Coverage.
 - Short Term Disability.
 - Long Term Disability.
 - Extended Health Care.
 - Medical Coverage.
 - Vision Coverage.
 - Dental Care Coverage.
- (3) Group Retirement Savings Plan for Rokstad Power (2018) Ltd. and Golden Ears Painting & Sandblasting (2018) Ltd., effective August 10, 2018 (Plan No. 67995).
- (4) RPC Limited Partnership Health, Dental and Short-Term Disability Plan with The Great-West Life Assurance Company, effective as of February 1, 2015 (Plan No. 163071).

SCHEDULE D-2

U.S. Benefits Plans

- (1) Rokstad Power Inc. 401(k) Savings Plan with Lincoln Financial Group (Plan Code FUD8; Employer ID: WAS85307).
- (2) Rokstad Power Inc. Health Plan with Aetna Life Insurance Company, effective February 1, 2024 (Contract No. 0194793).
- (3) Rokstad Power Inc. Dental Plan with Aetna Life Insurance Company, effective February 1, 2023 (Group No. 0194793).
- (4) Rokstad Power Inc. Vision Plan with Aetna Life Insurance Company, effective February 1, 2023 (Group No. 0194793).
- (5) Rokstad Power Inc. Section 125 Plan (Cafeteria Plan), effective as of February 1, 2023.
- (6) Stop Loss insurance policy with Aetna Life Insurance Company and Rokstad Power Inc., effective as of February 1, 2024, (Policy No. 194794).
- (7) Paid Leave of Absence Policy for Bereavement Leave, Family Leave, Compassionate Leave, Jury Duty, and Personal Appointments.
- (8) 5 Paid Sick Days Per Year Policy.
- (9) Annual Vacation Policy.
- (10) Kaiser Permanente Group Plan 320 Health Insurance Policy.

SCHEDULE 2.02(E)

Excluded Assets

(To be completed prior to Closing)

SCHEDULE 2.03(D)

Assumed Liabilities

(To be completed prior to Closing)

EXHIBIT 1

Transition Services Agreement

(See attached)

SETTLED

TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT (this “**Agreement**”) is made as of [●], 2024 by and between FTI Consulting Canada Inc. (“**Seller**”), in its capacity as court-appointed receiver of Rokstad Holdings Corporation (“**Rokstad**”), Rokstad Power (2018) Ltd. (“**Rokstad Power**”)¹, Stellex Power Line Opco LLC, a Delaware limited liability company, and 1501841 B.C. Ltd., a British Columbia company (Stellex Power Line Opco LLC and 1501841 B.C. Ltd. are referred to herein collectively as the “**Buyer**”). Seller and Buyer are each referred to herein individually as a “**Party**” and collectively as the “**Parties**”. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of December [●], 2024, by and between Buyer, Seller and the other parties thereto (as amended, modified or supplemented, the “**Purchase Agreement**”), Seller has agreed to sell to Buyer certain assets of Rokstad and its Affiliates used to operate the Business, and Buyer has agreed to purchase such assets and assume certain liabilities of Rokstad and its Affiliates, in each case, on the terms and subject to the conditions in the Purchase Agreement;

WHEREAS, certain affiliates of Rokstad hold certain contractor licenses required to operate certain portions of the Business in certain jurisdictions, including the licenses set forth on Schedule A hereto (the “**Business Licenses**”); and

WHEREAS, following the Closing, Buyer and Seller desire to operate the Business, in the jurisdictions and under the contracts for which the Business Licenses are required, pursuant to the terms of this Agreement until Buyer obtains the contractor licenses required for Buyer to conduct the Business in its own name (the “**Buyer Licenses**”).

WHEREAS Buyer and Seller agree that this Agreement is intended to be limited in time and scope to only those matters necessary to facilitate continued operation of portions of the Business governed by Business Licenses and conducted by Employees that have not been assigned or otherwise obtained by Buyer prior to closing of the Purchase Agreement, and that such matters will be addressed expeditiously by the Parties and deleted from the scope of this Agreement at the earliest opportunity.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and intending to be legally bound, the Parties do hereby agree as follows:

Section 1. Transitional Arrangements.

(a) Services. Commencing on the date hereof and during the term of this Agreement (the “**Services Period**”), Seller shall provide or cause to be provided to Buyer, or on behalf of Buyer, the services previously furnished directly or indirectly (including by subcontract or otherwise) by Rokstad and its Affiliates in connection with the operation of the Business prior to the date hereof, which services are set forth on Schedule A, as amended from time to time by Buyer with the approval (not to be unreasonably withheld, conditioned or delayed) of Seller (each, individually, a “**Service**,” and collectively, the “**Services**”). Schedule A shall be incorporated into and form an integral part of this Agreement;

¹ Note to Draft: Applicable Rokstad entities holding Business Licenses to be added as signatories.

provided, however, that in the event of any inconsistency or conflict between Schedule A and the terms of this Agreement, the terms of this Agreement shall control and be determinative.

(b) Employees and/or Independent Contractors.

(i) The Parties acknowledge that Buyer may not legally acquire certain employees and/or independent contractors of Rokstad or its Affiliates by virtue of the transactions contemplated by the Purchase Agreement and that such employees and/or independent contractors may retain their relationships with Rokstad or its Affiliates from and after the Closing until such time as they may be transitioned to Buyer; provided, however, that Buyer retains the right to transition any such employees and/or independent contractors of Rokstad or its Affiliates (as determined by Buyer in its sole discretion) to become employees and/or independent contractors of Buyer or a third-party designated by Buyer at any time, subject to applicable law. As such, for the duration of the Services Period, Seller shall (x) make available to Buyer and the Business for all purposes those employees and/or independent contractors of Rokstad or its Affiliates set forth on Schedule B² that were employed, engaged and/or retained by Rokstad or its Affiliates in connection with the Business prior to the Closing Date, (y) use commercially reasonable efforts to retain such employees and/or independent contractors, and (z) not terminate the employment, engagement or retention of any such employee and/or independent contractors without Buyer's prior written consent. After the Closing Date, if requested by Buyer, at Buyer's sole cost and expense, Seller shall cause Rokstad or its Affiliates to hire, engage or retain, and make available to Buyer, additional employees and/or independent contractors to provide the Services. To facilitate the Services, for the duration of the Services Period the Seller shall maintain the Canadian ownership of Rokstad Power Inc., and Rokstad Power Inc. shall maintain control over its employees.

(ii) Buyer shall be responsible and shall promptly reimburse Seller, Rokstad and its Affiliates, as applicable, for all compensation and benefits incurred during the Services Period and payable to those employees and/or independent contractors of Rokstad or its Affiliates providing Services hereunder; provided, however, that the rate of compensation and the type, level and quality of benefits permitted under the Purchase Agreement and in effect immediately prior to the Closing shall not be modified by Seller without Buyer's prior written consent. Subject to the foregoing, Seller shall be responsible for making payments with respect to and administering all matters pertaining to the provision of human resource functions to employees and/or independent contractors employed by Rokstad or its Affiliates, including payroll, employment taxes and workers' compensation.

(c) Intellectual Property.

(i) Solely during the Service Period, and solely to the extent required for the provision of the Services in accordance with this Agreement, Buyer grants to Seller a non-exclusive, limited, non-sublicensable, non-transferable, royalty-free, revocable license to use the necessary Intellectual Property owned by Buyer, in North America only, subject to any applicable restrictions, limitations or instructions provided in writing by Buyer to Seller (the "**IP License**"). To the extent the foregoing license includes the use of any trademarks of Buyer, the Seller shall ensure that its use of such trademarks shall only be with respect to goods and services provided at or above an industry standard level of quality and Seller shall not use such trademarks in any manner that would reasonably damage or tarnish the goodwill associated therewith. Any and all goodwill arising from Seller's use of any such trademarks shall be vested exclusively in, and shall

² Note to Draft: Schedule B to be populated prior to Closing.

inure solely to the benefit of, Buyer. Buyer has the right to revoke or terminate the IP License for any reason by providing written notice to Seller, upon receipt of which notice Seller shall immediately cease using Buyer's Intellectual Property.

(ii) Notwithstanding the foregoing or anything to the contrary herein, neither Seller nor Rokstad nor any of Rokstad's Affiliates shall acquire under this Agreement any right, title or interest in Buyer's Intellectual Property. All Intellectual Property and data provided by or on behalf of Buyer to Seller or Rokstad or any of Rokstad's Affiliates shall remain the property of Buyer in all respects.

(iii) To the extent any right, title or interest in any Intellectual Property vests in Seller by operation of law or otherwise, Seller hereby irrevocably and perpetually assigns, and shall cause its Affiliates, as applicable, to assign, to Buyer any and all such right, title and interest throughout the world in and to such Intellectual Property.

(d) Seller Covenants.

(i) Throughout the Services Period and until such time as Buyer acquires the Buyer Licenses, Seller hereby undertakes and agrees to provide the Services in good faith and in compliance with the Purchase Agreement; provided, however, that the Parties acknowledge and agree that Seller does not regularly provide to third parties services such as the Services as part of its business and, except as set forth in this Section 1(d), Seller does not otherwise warrant or assume responsibility for its Services.

(ii) Seller hereby undertakes and agrees to comply with all applicable laws that govern the performance of its obligations under this Agreement. Seller further undertakes and agrees to maintain the Business Licenses in good standing until issuance of the Buyer Licenses, and to reasonably cooperate with Buyer and take such actions as are reasonably requested by Buyer so that Buyer can obtain the benefits of the Business Licenses as necessary to permit the Business to operate in the ordinary course until issuance of the Buyer Licenses, provided that Buyer shall be responsible and shall promptly reimburse the Seller for all costs, fees and expenses associated with the Seller complying with its covenants in this Section 1(d).

(iii) In the course of providing the Services, should the Seller require access to any computer systems, networks, systems, data processing or communications services or facilities of the Buyer (collectively, "**Systems**"), Seller will, and will cause its Affiliates to, comply with all applicable policies and procedures of Buyer, including corporate information policies, physical security policies, policies with respect to protection of proprietary information, other policies regarding the use of computing resources, information technology procedures and policies, system security policies, facility policies and procedures (the "**Systems Policies**"), in each case, as in effect from time to time and to the extent such Systems Policies are provided in advance, or communicated in advance, to the Seller. Seller will only access and use those Systems for which the Buyer has granted access and will use such Systems solely for the purpose of providing the applicable Services.

(e) Buyer Covenants.

(i) Buyer acknowledges that Seller is providing the Services as an accommodation to Buyer to allow Buyer a period of time to obtain its own Services for the Business. During the term of this Agreement, Buyer agrees that it shall use its commercially reasonable efforts to obtain the Buyer Licenses.

(ii) Buyer hereby grants to Seller the continued right of occupancy at all locations of the Business to the extent required to perform the Services and maintain the Business Licenses.

(f) Term. The term of this Agreement shall commence on the Closing Date and shall remain in effect until the earlier of (i) April [•], 2025 or (ii) such time as all Services are no longer being provided hereunder (such earlier date, the “**Expiration Date**”), unless earlier terminated under Section 4 or as otherwise provided in Schedule A.

(g) Certain Service Limitations.

(i) Seller shall be required to provide the Services only to the extent and only at the locations, in the manner and, where applicable, in such quantities, as such Services were provided prior to the Closing as necessary for the operation of the Business in the ordinary course.

(ii) Seller shall not be required to provide any Service to the extent the performance of such Service becomes commercially impracticable as a result of a cause or causes outside the control of Seller using its commercially reasonable efforts (“**Impracticability**”), including to the extent the performance of such Services would require Seller to violate any applicable laws or would result in the breach of any applicable material contract. Seller shall give Buyer as much advance notice as is practicable of the occurrence of any event that would cause Seller to curtail or cease providing any Service pursuant to this Section 1(g). Subject to the BC Approval and Vesting Order and the U.S. Recognition Order, if Seller reasonably believes that it is unable to provide any Service because of a failure to obtain necessary consents, licenses, sublicenses or approvals, or because of Impracticability (the “Obstruction”), the Parties shall cooperate in good faith to determine the best alternative approach. To the extent an agreed upon alternative approach results in the incurrence of additional expense beyond which was incurred in connection with the underlying Service, Buyer shall reimburse Seller for the amount of such additional expense. If an alternative approach cannot be determined by the Parties acting in good faith for a particular Service, such Service will be terminated to the extent that the inability to provide the Service relates to the Obstruction, and the Seller will no longer have any obligations or liabilities to the Buyer with respect to the provision of such Service under this Agreement to the extent that the inability to provide the Service relates to the Obstruction.

(iii) Notwithstanding any statement to the contrary herein, Seller shall not provide any services that involve the rendering of legal, regulatory or tax advice or counsel.

(h) Staffing. Subject to the standard of care described in Section 1(d) hereof, Seller shall, with the consent of Buyer (not to be unreasonably withheld, conditioned or delayed), determine the staffing required and particular personnel assigned to perform the Services hereunder, which staffing shall in any case be reasonably sufficient for the provision of the Services.

(i) Good Faith Cooperation; Consents. Seller and Buyer shall use good faith efforts to cooperate with each other in all matters relating to the provision, receipt and transition of Services. Such cooperation shall include exchanging relevant information, performing adjustments and obtaining all third-party consents, licenses, sublicenses or approvals necessary to permit each Party to perform its obligations hereunder. The costs of obtaining such third-party consents, licenses, sublicenses or approvals shall be borne entirely by Buyer; provided, however, that Buyer’s prior approval of any payments by Seller to third parties for such consents shall be required.

Section 2. Compensation for Services.

(a) Fees. Except for expenses as provided in Section 2(b) below, the Services shall be provided at no cost to Buyer. All proceeds received from third parties by Seller in connection with Seller's provision of the Services shall be promptly (and in any event within five (5) business days of receipt) remitted in full to Buyer.

(b) Expenses. On the first (1st) business day of each month during the Services Period, Buyer shall advance to Seller all reasonable and actual out-of-pocket expenses incurred by Seller in connection with the performance of Services hereunder, including the reasonable professional fees of Seller and its counsel, which expenses are set forth on Schedule A, as adjusted from time to time following the date hereof to reflect any changes in the Services provided hereunder (the "Expenses"). To the extent any advance made by Buyer hereunder is insufficient to cover the full cost of the Expenses (the amount of any such insufficiency, the "Shortfall"), Seller shall provide written notice to Buyer of such Shortfall, including reasonable supporting documentation thereof. Promptly following receipt of such written notice (and in any event within five (5) business days of receipt), Buyer shall pay to Seller the amount of any such Shortfall. Notwithstanding anything to the contrary herein, to the extent Buyer reasonably disputes the amount of any Expenses or Shortfall payable hereunder, the Parties shall work together in good faith to resolve any such dispute.

Section 3. Limitation of Liability.

(a) Limitation of Liability of Seller. Neither Seller, nor any of its respective employees or agents, will be liable to Buyer for, and Buyer releases and forever discharges Seller and its employees and agents from, any and all claims, liabilities, actions, suits, judgments, losses, injuries, damages, costs and expenses arising out of or connected with any act or omission of Seller or its employees or agents, pursuant to this Agreement or with respect to the Services, other than those arising out of or connected to a breach of this Agreement by Seller or through the gross negligence or the willful misconduct of Seller, Rokstad or its Affiliates (or their employees or agents).

(b) Limitation of Liability of Buyer. Neither Buyer, nor any of its employees or agents, will be liable to Seller for, and Seller releases and forever discharges Buyer and its employees and agents from, any and all claims, liabilities, actions, suits, judgments, losses, injuries, damages, costs and expenses arising out of or connected with any act or omission of Buyer or its employees or agents, pursuant to this Agreement or with respect to the Services, other than those arising out of or connected to a breach of this Agreement by Buyer or through the gross negligence or the willful misconduct of Buyer (or its employees or agents).

Section 4. Termination.

(a) Buyer may terminate this Agreement, either with respect to all or with respect to any one or more of the Services provided hereunder, or any portion thereof, for any reason or for no reason, at any time upon fifteen (15) days' prior written notice to Seller.

(b) Either Seller or Buyer may also terminate this Agreement if the other Party breaches a material provision of this Agreement, as determined by the Seller or Buyer, as applicable, acting reasonably, and does not cure such breach within fifteen (15) days after being given notice of the breach.

(c) In the event of any termination or expiration with respect to one or more of the Services (including, for certainty, pursuant to Section 1(g)(ii)), but not all of the Services, this

Pachulski Stang Ziehl & Jones
1 Sansome St, Ste 3420
San Francisco, CA 94104
E-mail: dgrassgreen@pszjlaw.com
Attention: Debra Grassgreen

Any Party may change its address for the purpose of this Section 5(a) by giving the other Party written notice of its new address in the manner set forth above.

(b) Non-Waiver. The failure in any one or more instances of a Party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege in this Agreement conferred, or the waiver by said Party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. Except as expressly provided herein, no waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

(c) Entire Agreement. This Agreement (along with Schedule A and Schedule B attached hereto and the other documents referred to herein) constitutes the entire agreement between the Parties solely with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral, between or among the Parties with respect to such subject matter. Each attachment, exhibit and schedule shall be considered incorporated into this Agreement. Any amendments, or alternative or supplementary provisions, to this Agreement must be made in writing and duly executed by an authorized representative or agent of each Party.

(d) Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Seller without the prior written consent of Buyer.

(e) Governing Law. This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation, inducement to enter and/or performance of this Agreement (whether related to breach of contract, tortious conduct or otherwise and whether now existing or hereafter arising) shall be governed by, the internal laws of the Province of British Columbia. Each of the Parties hereby agrees that, so long as Rokstad remains in active receivership by Seller, the courts of the British Columbia Supreme Court located in the City of Vancouver, British Columbia shall have exclusive jurisdiction for the adjudication of any and all disputes or controversies arising out of or relating directly or indirectly to this Agreement and, thereafter, the courts of the British Columbia Supreme Court located in the City of Vancouver, British Columbia shall have exclusive jurisdiction for the adjudication of any and all disputes or controversies arising out of or relating directly or indirectly to this Agreement.

(f) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. This Agreement may be executed through the exchange of portable document format .pdf email signature pages or other electronic means, which shall have the same legal effect as original signatures.

(g) Severability; Parties in Interest. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, and, for purposes of such jurisdiction, such provision or portion thereof shall be struck from the remainder of this Agreement, which shall remain in full force and effect.

This Agreement shall be reformed, construed and enforced in such jurisdiction so as to best give effect to the intent of the Parties under this Agreement. Nothing in this Agreement, express or implied, is intended to confer upon any person not a party to this Agreement any rights or remedies of any nature whatsoever under or by reason of this Agreement.

(h) Independent Contractors. The Parties hereto are independent contractors. Nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, franchise or joint venture relationship between the Parties. Neither Party shall incur any debts or make any commitments for the other, except to the extent, if at all, specifically provided herein.

(i) Information Assistance. During the term of this Agreement, and for a period of one (1) year thereafter (the “**One Year Term**”), each Party shall maintain complete and accurate books and records relating to the Services (the “**Books and Records**”) and shall provide to the other Party copies of such records as may be reasonably requested by the other Party. Notwithstanding the foregoing, if the Seller is unable for any reason to maintain the Books and Records for the One Year Term, the Parties shall cooperate to ensure that the Books and Records are maintained by Buyers or through an alternative arrangement for the One Year Term.

(j) Communication. Each of Seller and Buyer shall designate in writing to the other Party its general representative (together, the “**Primary Representatives**”) who shall be the primary liaison between Seller and Buyer in the implementation of this Agreement and who shall be copied on all correspondence between the Parties. As of the date hereof, Buyer designates Irina Krasik and Seller designates Thomas Powell. The Primary Representatives shall correspond regularly and in good faith to insure that, whenever possible, both Parties’ concerns as to the day-to-day management of the Business are acted upon and resolved to the mutual satisfaction of the Parties.

(k) Purchase Agreement. Neither the making nor the acceptance of this Agreement will enlarge, restrict or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by any Party of any liabilities, obligations, or commitments imposed upon them by the terms of the Purchase Agreement, including the representations, warranties, covenants, agreements and other provisions of the Purchase Agreement. In the event of any conflict between the provisions of this Agreement (including the exhibit(s) hereto) and the provisions of the Purchase Agreement, on the other hand, the Purchase Agreement will control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officers as of date first above written.

SELLER:

FTI Consulting Canada, Inc., in its capacity as court-appointed receiver of Rokstad and its affiliates

By: _____

Name: Thomas Powell

Title: Senior Managing Director

BUYER:

Stellex Power Line Opco LLC

By: _____

Name: Irina Krasik

Title: Authorized Signatory

1501841 B.C. Ltd.

By: _____

Name: Irina Krasik

Title: Authorized Signatory

SCHEDULE A**Services**

Business License	Description of Transition Service	Duration	Service Provider	Expenses
California: CSLB Contractors License (License ID: 993841) and Related Services	Seller agrees, under [Seller] ³ 's CSLB Contractors License (License ID: 993841) (the " Seller CA License "), to continue to operate the Business in the ordinary course of business and in an uninterrupted manner (including, without limitation, to continue to qualify for projects, satisfy contractual requirements, and take all actions to ensure that the Seller CA License remains in full force and effect at all times) in accordance with the terms hereof, and (ii) provide all contractor supervisory services and other services reasonably requested by Buyer in connection with the foregoing and in order to comply with applicable law.	Until Buyer is issued its own CSLB Contractors License (the " Buyer CA License ") and all outstanding jobs with permits that use the Seller CA License have been completed or such permits have been modified to reflect the Buyer CA License, enabling Buyer to continue to operate the Business in the ordinary course of business and in an uninterrupted manner.	Seller	\$[•]
Hawaii: General License – Contractor – Entity (License ID: CT-38500) and Related Services	Seller agrees, under [Seller]'s General License – Contractor – Entity (License ID: CT-38500) (the " Seller HI License "), to continue to operate the Business in the ordinary course of business and in an uninterrupted manner (including, without limitation, to continue to qualify for projects, satisfy contractual requirements, and take all actions to ensure that the Seller HI License remains in full force and effect at all times) in accordance with the terms hereof, and (ii) provide all contractor supervisory services and other services	Until Buyer is issued its own General License (the " Buyer HI License ") and all outstanding jobs with permits that use the Seller HI License have been completed or such permits have been modified to reflect the Buyer HI License, enabling Buyer to continue to operate the Business in the ordinary	Seller	\$[•]

³ **Note to Draft:** To refer to the Rokstad entity holding the applicable Business License.

	reasonably requested by Buyer in connection with the foregoing and in order to comply with applicable law.	course of business and in an uninterrupted manner.		
British Columbia: British Columbia: BC Electrical Contractors License (Electrical - LEL0002855)]	Seller agrees, under [Seller/Rokstad Power] 's BC Electrical Contractors License (Electrical - LEL0002855) (the " Seller BC License "), to continue to operate the Business in the ordinary course of business and in an uninterrupted manner (including, without limitation, to continue to qualify for projects, satisfy contractual requirements, and take all actions to ensure that the Seller BC License remains in full force and effect at all times) in accordance with the terms hereof, and (ii) provide all contractor supervisory services and other services reasonably requested by Buyer in connection with the foregoing and in order to comply with applicable law.	Until Buyer is issued its own BC Electrical Contractors License (the " Buyer BC License ") and all outstanding jobs with permits that use the Seller BC License have been completed or such permits have been modified to reflect the Buyer BC License, enabling Buyer to continue to operate the Business in the ordinary course of business and in an uninterrupted manner.	Seller	\$[•]

SCHEDULE B

Employees

[•]

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

ROKSTAD HOLDINGS CORPORATION, et al.,¹

Debtors in a Foreign Proceeding.

Chapter 15

Case No. 24-12645 (MFW)

(Jointly Administered)

**NOTICE OF FOREIGN REPRESENTATIVE'S MOTION FOR ENTRY OF AN ORDER
(I) RECOGNIZING AND ENFORCING THE APPROVAL AND VESTING ORDER, (II)
APPROVING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE
AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES, (III) ASSUMING AND
ASSIGNING CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (IV)
GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE OF THE FOLLOWING:

On January 21, 2025, FTI Consulting Canada Inc. ("FTI"), in its capacity as the court-appointed receiver (in such capacity, the "Receiver") of the above-captioned debtors (collectively, the "Rokstad Group" or the "Debtors") and in its capacity as the authorized foreign representative (the "Foreign Representative") of the Debtors, which are the subject of a receivership proceeding (the "Canadian Receivership") pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the "LEA") pending before the Supreme Court of British Columbia in Bankruptcy and Insolvency (the "Canadian Court"), filed the *Foreign Representative's Motion for Entry of an Order (I) Recognizing and Enforcing the Approval and Vesting Order, (II) Approving the Sale of Substantially all of the Debtors' Assets Free and Clear of Liens, Claims, and Encumbrances, (III) Assuming and Assigning Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* [Docket No. ●] (the "Motion")² with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), pursuant to sections 105(a) 363, 365, 1501, 1507, 1520, and 1521 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules").

Copies of the Motion, the Asset Purchase Agreement and the Stalking Horse APA (together, the "Stellex Purchase Agreements"), the Approval and Vesting Order and the Back-Up Approval and Vesting Order (including the list of Assigned Contracts) and other documents related thereto are available free of charge at the Foreign Representative's restructuring website at <https://cases.stretto.com/rokstad/court-docket/>.

Any response or objection to entry of an order with respect to the relief sought in the Motion **must be filed with the Bankruptcy Court and served upon and received by the undersigned counsel on or**

¹ The Debtors in these chapter 15 cases (the "Chapter 15 Cases"), along with the last four digits of each Debtor's unique identifier, are Rokstad Holdings Corporation (7932); Rokstad Power (2018) Ltd. (8273); Golden Ears Painting & Sandblasting (2018) Ltd. (8286); Plowe Power Systems (2018) Ltd. (8882); Rokstad Power (Prairies) Ltd. (9305); Rokstad Power Transmission Services Ltd. (9301); Rokstad Power Construction Services Ltd. (9295); Rokstad Power (East), Inc. (4090); Rokstad Power Inc. (4394); and Rok Air, LLC (6825).

² Capitalized terms used but not defined herein are intended to have the meanings ascribed to them in the Motion.

before February 4, 2025 at 4:00 p.m. (prevailing Eastern Time) and must: (i) be in writing; (ii) detail the factual and legal basis for the response or objection; (iii) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules; and (iv) be filed with the Office of the Clerk of the Court, 824 N. Market Street, Third Floor, Wilmington, Delaware 19801, and served upon the following counsel for the Foreign Representative: Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, Attn: Steven Golden and Colin R. Robinson.

Pursuant to the Motion, the Foreign Representative seeks the Bankruptcy Court's approval of (a) the assumption and assignment, pursuant to section 365 of the Bankruptcy Code, of the Assigned Contracts (and the associated cure amounts) listed on Schedule E to the Approval and Vesting Order and Schedule E to the Back-Up Approval and Vesting Order; and (b) the rejection, pursuant to section 365 of the Bankruptcy Code, of all executory contracts and unexpired leases other than the Assigned Contracts to which a United States Debtor is a party and/or to which the non-Debtor counterparty is located in the United States. To the extent you object to the assumption and/or assignment of an Assigned Contract to which you are a party (including any objection to a Contract Cure Amount) or to the rejection of a Non-Assigned Contract, **you must object in accordance with any notice you receive from the Receiver in connection with the approval of the Stellex Purchase Agreements by the Canadian Court and/or with the Bankruptcy Court in accordance with the foregoing dates, deadlines, and procedures.**

A hearing to consider the relief requested in the Motion will be held before the Honorable Mary F. Walrath at the United States Bankruptcy Court for the District of Delaware, located at 824 North Market Street, Wilmington, Delaware 19801 **on February 11, 2025 at 10:30 a.m. (prevailing Eastern Time).**

All questions or requests to the Foreign Representative in connection with the foregoing must be directed to (a) the Receiver, Attn: Brett Wilson (Brett.Wilson@fticonsulting.com) and (b) counsel to the Foreign Representative, Attn: Steven W. Golden (sgolden@pszjlaw.com) and Brooke Wilson (bwilson@pszjlaw.com). **All parties are advised to consult with counsel.**

Dated: January 21, 2025

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Steven W. Golden

Debra I. Grassgreen (admitted *pro hac vice*)

Steven W. Golden (DE Bar No. 6807)

Colin R. Robinson (DE Bar No. 5524)

Brooke E. Wilson (admitted *pro hac vice*)

919 N. Market Street, 17th Floor

Wilmington, DE 19801

Telephone: (302) 652-4100

Email: dgrassgreen@pszjlaw.com

sgolden@pszjlaw.com

crobinson@pszjlaw.com

bwilson@pszjlaw.com

Counsel to the Foreign Representative