



No. S255985
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

WGSKI, LLC

PLAINTIFF

AND:

STEELHEAD SYSTEMS INC.,
MAR DIVINA LTD. and ZRINKO AMERL

DEFENDANTS

AND:

WGSKI, LLC

DEFENDANT BY WAY OF COUNTERCLAIM

ORDER MADE AFTER APPLICATION

BEFORE)	THE HONOURABLE JUSTICE)	APRIL 24, 2026
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ON THE APPLICATION of the plaintiff, WSKI LLC coming on for hearing at 800 Smithe Street, Vancouver, BC V6Z 2E1 on April 24, 2026, and on hearing Struan Robertson, Niles Bond and Kate Love, counsel for the plaintiff, and Daniel Sorensen, counsel for the defendants Steelhead Systems Inc., Mar Divina Ltd. and Zrinko Amerl, and on reading the materials filed by herein;

THIS COURT ORDERS that:

1. The Defendants shall forthwith take all steps reasonably within their possession, power or control to cause the release, loading, shipment and delivery to the plaintiff of the four outstanding containers that include remaining chairlift equipment contemplated to be delivered under the terms of the June 7, 2024 agreement between WGSKI and SSI presently located in Austria with Pro-Alpin Ropeway Services GmbH (the "**Remaining Equipment**").

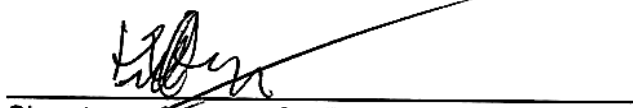
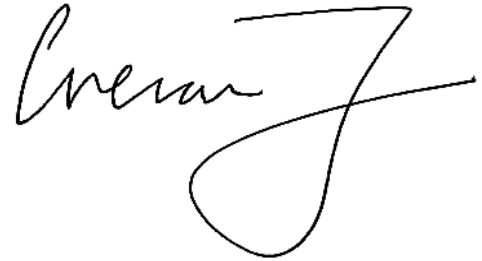
2. The Defendants shall forthwith execute and deliver to the plaintiff and Pro-Alpin Ropeway Services GmbH any consents, authorizations, or other documents reasonably required to permit Pro-Alpin Ropeway Services GmbH's release, loading, transport and delivery of the Remaining Equipment to the plaintiff.
3. The Defendants shall forthwith provide the plaintiff with all information in their possession or control that is reasonably necessary to effect shipment and delivery of the Remaining Equipment, if any.
4. The Defendants shall not impede, delay, or discourage the release, loading, shipment, or delivery of the Remaining Equipment.
5. The Plaintiff shall forthwith pay USD \$148,680 into trust with counsel for the Plaintiff, DLA Piper (Canada) LLP, on undertakings not to be released except in accordance with the terms of this order. These amounts shall be used to pay the following amounts:
 - (a) USD \$88,200 plus applicable taxes for container loading;
 - (b) USD \$25,700 plus applicable taxes for storage fees allegedly incurred in relation to the Remaining Equipment;
 - (c) USD \$12,000 for the design and construction of the custom rack for shipment of bull wheels.
6. The Defendants shall immediately coordinate for loading of the outstanding containers and the design and manufacture of the custom rack for shipment of bull wheels.
7. The Defendants shall ensure that the Remaining Equipment is loaded into containers, when available, and shall forthwith cause the design and construction of the custom rack for shipment of the bull wheels to proceed as expeditiously as reasonably possible, and shall use best efforts to ensure that the Remaining Equipment, together with the custom rack, is ready for shipment as soon as reasonably practicable, with a view to be completed by May 1, 2026..
8. The Defendants' Counsel shall confirm in writing to counsel for the Plaintiff when the Remaining Equipment is fully loaded and ready for shipment.

9. Following the Defendants' written confirmation, counsel for the Plaintiff shall pay the USD \$148,680 to counsel for the Defendants, in trust.
10. At all times, the Plaintiff's shipping and logistics company of choice shall be entitled to take conduct of shipment of the Remaining Equipment following its loading, and communicate with any parties (including the Defendants and/or Pro-Alpin Ropeway Services GmbH) in that connection.
11. The terms of this order are all without prejudice to the parties' positions in the litigation or their ability to later argue that these or other amounts were not properly payable under the terms of the parties' agreement.

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:

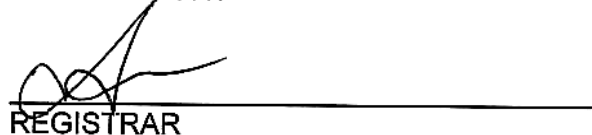


Signature of lawyer for plaintiff, WGSKI, LLC
DLA Piper (Canada) LLP (Struan Robertson)



Signature of lawyer for the defendants
Steelhead Systems Inc., Mar Divina Ltd.
and Zrinko Amerl
Sorensen Truong LLP (Daniel Sorensen)

BY THE COURT



REGISTRAR

