

**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), as agreed between the respective parties or as otherwise determined by the Canadian Court or by this Order (“Cure Amounts”). 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 Debtors' right, title, and interest in and to 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; *provided, however*, that all such Encumbrances shall attach to the proceeds of such sale or sales with the same priority, validity, force and effect as such Encumbrances had in the Purchased Assets, subject to any claims and defenses the Debtors may possess with respect thereto. 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, to the extent of the Debtors' right, title, and interest in and to the Purchased Assets, 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 Debtors' right, title, and interest in and to 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 as to which all Cure Amounts (if any) have been satisfied, 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 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**, both of which are hereby given full force and effect in the United States in its entirety, except as otherwise expressly set forth herein.
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 notice containing the final 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 (each, a “Rejection Counterparty” and collectively, the “Rejection Counterparties”) is located in the United States (each, a “Rejected Contract” and collectively, the “Rejected Contracts”) shall be rejected as of the date of the filing of the Final Notice of Assigned Contracts (the “Rejection Effective Date”) pursuant to section 365 of the Bankruptcy Code. Upon the Rejection Effective Date, the automatic stay imposed by sections 362, 1520, and 1521 of the Bankruptcy Code shall be deemed terminated, effective as of the Rejection Effective Date, solely as to each Rejection Counterparty in respect of such Rejection Counterparty’s Rejected Contract.

8. At Closing, and upon payment of the applicable Cure Costs to the non-Debtor counterparty to the applicable Assigned Contract, 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 Assigned 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), an order of the Canadian Court, or an order of this Court (including this Order). The non-Debtor counterparties to the Assigned 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 Assigned Contracts arising or incurred prior to the Closing, other than the Cure Amounts; *provided, however*, that a counterparty to an Assigned Contract shall not be barred from seeking additional amounts on account of any defaults first arising and accruing after the Sale Hearing and before the effective date of the assumption of the applicable Assigned Contract.

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 Debtors' right, title, and interest in and to 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, state, and local governmental agency or department is authorized

and directed to accept (and not impose any fee, charge, or tax in connection therewith other than Transfer Taxes (as defined in the Asset Purchase Agreement) payable pursuant to the Asset Purchase Agreement) 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) to the fullest extent of applicable law, 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 (other than Transfer Taxes payable pursuant to the Asset

Purchase Agreement).

16. No Buyer nor any of its Affiliates is or shall 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. 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. The Stalking Horse APA is hereby approved as the back-up bid for the Purchased Assets. 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 Foreign Representative shall file a notice of such termination with the Court and (a) this Order shall apply to the Stalking Horse APA, with all references herein to “Asset Purchase Agreement” replaced with “Stalking Horse APA;” and (b) 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. **Resolution of Premier Informal Objection.** Notwithstanding anything herein to the contrary, with respect to Premier Truck Holdings Ltd. (“Premier”): (i) the Cure Amounts for Premier’s Assumed Contracts only relate to the amounts arising or accruing under such Assumed Contracts prior to entry of the Receivership Order on November 6, 2024, and, regardless of the payment of such Cure Amounts by an applicable Buyer, Premier retains any and all rights and

claims, and is not barred or prejudiced from seeking, to recover unpaid amounts first arising or accruing under its Assumed Contracts after November 6, 2024, through the date of Closing from the Debtors, their estates, the Buyers, and their respective successors and assigns; (ii) the assignment of Premier's Assumed Contracts is conditioned upon, and subject to, the payment of the following amounts to Premier: (a) the Cure Amount related to Premier's Assumed Contracts; and (b) the unpaid amounts first arising or accruing under Premier's Assumed Contracts from November 6, 2024, through the date of Closing; and (iii) prior to the Closing (a) Premier and the Foreign Representative shall agree as to all unpaid amounts that are and shall be due under Premier's Assumed Contracts as of the date of closing (all such amounts, of every kind and arising for any reason, the "Premier Assumed Closing Obligations") no later than one (1) business day prior to Closing, and (b) payment in full of the Premier Assumed Closing Obligations as of the date of Closing shall resolve all potential claims of Premier with respect to Premier's Assumed Contracts arising on or prior to one (1) business day prior to Closing and cause assignment thereof to Buyer at Closing pursuant to the terms of this Order.

26. **Resolution of Altec/Global Informal Objection:** For the avoidance of doubt, in addition to the Cure Amounts set forth in Schedule E of the Asset Purchase Agreement to be paid in full by Buyer with respect to that certain Equipment Lease No. 222892 by and between Altec Capital Services, LLC and Rokstad Power Inc. dated February 1, 2019 (the "Altec Lease") (Cure Amount \$0), and the forty-two (42) separate equipment rentals governed by that certain Equipment Rental Agreement dated October 18, 2022, by and between Global Rental Co., Inc. and Rokstad Power (2018) Ltd. (the "Global Rental Leases," together with the Altec Lease, the "Altec and Global Rental Leases") (Cure Amount \$366,081.95), the Receiver has acknowledged and agreed that, it shall satisfy in full, on or before the date of Closing, the amounts due and owing under the

Altec and Global Rental Leases for the period of time during which it has served as Receiver for the Debtors (collectively, the “Altec & Global Lease Expenses”); and notwithstanding anything herein to the contrary, with respect to the Altec & Global Lease Expenses, the Buyer shall not be responsible for paying the Altec & Global Lease Expenses and shall only be responsible for paying the Cure Amounts associated with the Altec and Global Rental Leases that are Assigned Contracts and post-Closing amounts due and owing thereunder in such event.

27. **Resolution of CapTech Financial, LLC’s Informal Objection:** As of the date of this Order, the past amount due and owing to CapTech Financial, LLC (“CapTech”) relating to that certain *Master Lease Agreement No. CTF1234*, dated as of February 15, 2022 (the “CapTech MLA”) and the related (i) *Lease Schedule No. 001*, dated as of February 15, 2022 (“Lease Schedule 1”), and (ii) *Lease Schedule No. 002*, dated as of February 15, 2022 (“Lease Schedule 2” and, together with the CapTech MLA and Lease Schedule 1, the “CapTech Lease Agreement”), each by and between CapTech and Rokstad Power (East), Inc., is \$883,211.13 (the “CapTech Assumed Closing Obligations”), of which (i) \$225,937.73 relates to amounts accruing and past due and owing under the CapTech Lease Agreement prior to entry of the Receivership Order on November 6, 2024 (the “Pre-Filing CapTech Cure Costs”), and (ii) \$657,273.40 relates to amounts accruing under the CapTech Lease Agreement following entry of the Receivership Order on November 6, 2024 (the “Post-Filing CapTech Cure Costs”). Notwithstanding anything to the contrary in this Order, (i) the Receiver has acknowledged and agreed that, regardless of whether the CapTech Lease Agreement is an Assigned Contract, unless otherwise agreed with CapTech, the Receiver shall satisfy in full the Post-Filing CapTech Cure Costs on or before the date that is seven (7) calendar days after Closing; (ii) to the extent the CapTech Lease Agreement is an Assigned Contract, the assignment, which for the avoidance of doubt is pursuant to section 365 of the

Bankruptcy Code, of the CapTech Lease Agreement is conditioned upon, and subject to, the payment of (x) the Pre-Filing CapTech Cure Costs (y) Post-Filing CapTech Cure Costs; and (z) any amounts that come due and owing under the CapTech Lease Agreement between the date of entry of this Order and the Closing ((x), (y), and (z) collectively the “CapTech Cure Cost”). For the avoidance of doubt, the payment of the CapTech Cure Cost on or before Closing is an express condition of any assumption and assignment of the CapTech Lease Agreement, for the avoidance of doubt pursuant to section 365 of the Bankruptcy Code, and no equipment that is the subject of the CapTech Lease Agreement may be transferred to the Buyers other than pursuant to the assumption and assignment of the CapTech Lease Agreement (and the payment of the CapTech Cure Cost) in accordance with this paragraph. To the extent the CapTech Lease Agreement is a Rejected Contract and subject to any alternative agreement between the Receiver and CapTech, upon the Rejection Effective Date, (i) CapTech shall be entitled to recover all property leased to the Debtors pursuant to the CapTech Lease Agreement (the “CapTech Leased Property”); (ii) the Foreign Representative shall work in good faith with CapTech to coordinate the recovery of and provide access to any such CapTech Leased Property; and (iii) any such CapTech Leased Property shall be deemed abandoned by the Foreign Representative, the Receiver, and the Debtors.

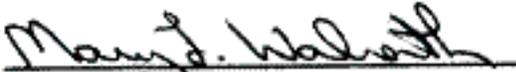
28. The provisions of this Order and the Asset Purchase Agreement are non-severable and mutually dependent. To the extent that there are any inconsistencies between the terms of this Order and the Approval and Vesting Order, on the one hand, and the Asset Purchase Agreement, on the other, this Order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

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

30. 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.

Dated: February 7th, 2025
Wilmington, Delaware


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE