

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

In re:

XEBEC HOLDING USA INC., *et al.*,

Debtors in a foreign proceeding.<sup>1</sup>

Chapter 15

Case No. 22- 10934 (KBO)

Jointly Administered

**NOTICE OF ASSUMPTION AND ASSIGNMENT  
AND CURE AMOUNTS WITH RESPECT TO EXECUTORY  
CONTRACTS AND UNEXPIRED LEASES OF THE DEBTORS**

**PLEASE TAKE NOTICE** that on September 30, 2022 (the “**Petition Date**”), FormerXBC Inc. (f/k/a Xebec Adsorption Inc.), in its capacity as the authorized foreign representative (the “**Foreign Representative**”) for the above-captioned debtors (collectively, the “**Debtors**”), filed voluntary petitions for relief under chapter 15 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”) for each of the Debtors, in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”). Prior to the Petition Date, the Debtors initiated a proceeding under Canada’s Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended, which is pending before the Superior Court of Québec, in the Province of Québec, District of Montréal (the “**Canadian Court**”).

**PLEASE TAKE FURTHER NOTICE** that, on March 15, 2023, the Foreign Representative filed the *Motion for Order (I) Recognizing and Enforcing CCAA Vesting Order; (II) Approving the Sale of Certain of Debtor XBC Flow Services – Wisconsin Inc.’s Assets Free and Clear of Liens, Claims, and Encumbrances; (III) Approving Assumption and Assignment of Certain Contracts; and (IV) Granting Related Relief* (the “**U.S. Sale Motion**”).<sup>2</sup> Pursuant to the U.S. Sale Motion, the Foreign Representative seeks entry of an order, among other things: (a) approving the sale (the “**Sale**”) by Debtor XBC Flow Services – Wisconsin Inc. (“**Seller**”) of substantially all of its assets to Total Energy Systems, LLC (“**Buyer**”) free and clear of liens, claims, and encumbrances, as agreed by the parties in that certain Asset Purchase Agreement dated as of March 11, 2023 (the “**Purchase Agreement**”); and (b) authorizing Seller to assume and assign certain of its executory contracts and unexpired leases to Buyer in connection with the Sale.

<sup>1</sup> The Debtors in the chapter 15 proceedings and the last four digits of their federal tax identification numbers are: FormerXBC Inc. (f/k/a Xebec Adsorption Inc.) (0228), 11941666 Canada Inc. (f/k/a Xebec RNG Holdings Inc.) (N/A), Applied Compression Systems Ltd. (N/A), 1224933 Ontario Inc. (f/k/a Compressed Air International Inc.) (N/A), Xebec Holding USA Inc. (8495), Enerphase Industrial Solutions Inc. (1979), CDA Systems, LLC (6293), Xebec Adsorption USA, Inc. (0821), The Titus Company (9757), Nortekbelair Corporation (1897), XBC Flow Services – Wisconsin Inc. (7493), California Compression, LLC (4752), and Xebec Systems USA LLC (4156). The location of the Debtors’ corporate headquarters and the Debtors’ foreign representative is: 730 Industriel Boulevard, Blainville, Quebec, J7C 3V4, Canada.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the U.S. Sale Motion or, to the extent not defined therein, the Purchase Agreement attached to the U.S. Sale Motion as Exhibit C.

**PLEASE TAKE FURTHER NOTICE** that copies of the U.S. Sale Motion and related filings in these chapter 15 cases are available (a) on the Monitor’s case-specific website: <https://www.insolvencies.deloitte.ca/en-ca/pages/Xebec.aspx>; (b) on the Bankruptcy Court’s Electronic Case Filing System, which can be accessed from the Bankruptcy Court’s website at <http://www.ecf.deb.uscourts.gov> (a PACER login and password are required) or (c) upon request to counsel to the Foreign Representative, via email ([jgadharf@mcdonaldhopkins.com](mailto:jgadharf@mcdonaldhopkins.com)), or via mail, McDonald Hopkins LLC, 300 North LaSalle Street, Suite 1400, Chicago, Illinois 60654, Attn: Josh Gadharf.

**PLEASE TAKE FURTHER NOTICE** that you are receiving this Notice because you may be a counterparty to an executory contract (a “Contract”) or an unexpired lease (a “Lease”) that *may* be assumed and assigned in connection with such Sale. A list of the Contracts and Leases is attached hereto as Exhibit A.

**PLEASE TAKE FURTHER NOTICE** that the Debtors have determined the cure amounts owing (the “Cure Amounts”) under each Contract and Lease, and the Foreign Representative has listed the applicable Cure Amounts on Exhibit A attached hereto. The Cure Amounts are the only amounts proposed to be paid upon any assumption and assignment of the Contracts or Leases, in full satisfaction of all amounts outstanding under the Contracts or Leases.

**PLEASE TAKE FURTHER NOTICE** that to the extent that a counterparty to a Contract or Lease objects to (a) the assumption and assignment of the counterparty’s Contract or Lease (including, without limitation, on the basis that Buyer cannot provide adequate assurance of future performance) or (b) the Cure Amount, the counterparty must file and serve an objection (an “Objection”). Any Objection shall: (i) be in writing; (ii) comply with the Bankruptcy Rules and the Local Rules; (iii) be filed with the Clerk of the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801 on or before 5:00 p.m. (ET) on March 29, 2023 (the “Objection Deadline”), and proof of service of such Objection upon the Objection Notice Parties shall be filed with the Court as and when required by the Local Rules; (iv) be served upon the Objection Notice Parties (as defined below); and (v) state with specificity the grounds for such objection, including, without limitation, the fully liquidated Cure Amount and the legal and factual bases for any unliquidated Cure Amount that the counterparty believes is required to be paid under section 365(b)(1)(A) and (B) of the Bankruptcy Code for the Contract, along with the specific nature and dates of any alleged defaults, the pecuniary losses, if any, resulting therefrom, and the conditions giving rise thereto and any objection to the provision of adequate assurance of future performance by Buyer.

**PLEASE TAKE FURTHER NOTICE** that the “Objection Notice Parties” are as follows: (i) counsel for the Foreign Representative, McDonald Hopkins LLC, 300 North LaSalle Street, Suite 1400, Chicago, Illinois 60654, Attn: Josh Gadharf, [jgadharf@mcdonaldhopkins.com](mailto:jgadharf@mcdonaldhopkins.com), (ii) co-counsel for the Foreign Representative, Bielli & Klauder, LLC, 1204 North King Street, Wilmington, Delaware 19801, Attn: David M. Klauder, [dklauder@bk-legal.com](mailto:dklauder@bk-legal.com); (iii) counsel to Buyer, Godfrey & Kahn, S.C., 100 West Lawrence Street, Appleton, Wisconsin 54911, Attn: Carla Andres, [candres@gklaw.com](mailto:candres@gklaw.com); and (iv) the Office of the United States Trustee for the District of Delaware, 855 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Timothy J. Fox, [timothy.fox@usdoj.gov](mailto:timothy.fox@usdoj.gov).

**PLEASE TAKE FURTHER NOTICE** that if no Objection is timely received with respect to a Contract or Lease: (i) the counterparty to such Contract or Lease shall be deemed to have consented to the assumption by Seller and assignment to Buyer of the Contract or Lease, and be forever barred (unless the Court orders otherwise) from asserting any objection with regard to such assumption and assignment (including, without limitation, with respect to adequate assurance of future performance by Buyer); (ii) any and all defaults under the Contract or Lease and any and all pecuniary losses related thereto shall be deemed cured and compensated pursuant to section 365(b)(1)(A) and (B) of the Bankruptcy Code; and (iii) the Cure Amount for such Contract or Lease shall be controlling, notwithstanding anything to the contrary in such Contract or Lease, or any other related document, and the counterparty shall be deemed to have consented to the Cure Amount and shall be forever barred (unless the Court orders otherwise) from asserting any other claims related to such Contract or Lease against the Debtors and their estates or Buyer, or the property of any of them, that existed prior to the entry of the Sale and Recognition Order.

**PLEASE TAKE FURTHER NOTICE** that to the extent that the Foreign Representatives and a counterparty are unable to consensually resolve any Objection prior to the commencement of the hearing set for **April 5, 2023, at 1:00 p.m. (prevailing Eastern time)**, before the Honorable Karen B. Owens at the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 6th Floor, Wilmington, DE 19801, in Courtroom No. 3 (the “**U.S. Sale Hearing**”), such Objection will be adjudicated at the U.S. Sale Hearing or at such other date and time as may be determined by the Foreign Representative, or otherwise fixed by the Court.

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Dated: March 15, 2023  
Wilmington, Delaware

BIELLI & KLAUDER, LLC

/s/ David M. Klauder

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David M. Klauder, Esquire (No. 5769)  
1204 N. King Street  
Wilmington, Delaware 19801  
Phone: (302) 803-4600  
Facsimile: (302) 397-2557  
Email: dklauder@bk-legal.com

- and -

MCDONALD HOPKINS LLC

David A. Agay  
Joshua A. Gadharf  
Ashley J. Jericho  
300 North LaSalle Street  
Suite 1400  
Chicago, Illinois 60654  
Telephone: (312) 280-0111  
Facsimile: (312) 280-8232  
Email: dagay@mcdonaldhopkins.com  
jgadharf@mcdonaldhopkins.com  
ajericho@mcdonaldhopkins.com

*Counsel for the Foreign Representative*

**Exhibit A****Contracts and Leases**

	<b>Contact Information for Counterparty</b>	<b>Description</b>	<b>Cure Amount</b>
1.	Lafayette Building LLC 12855 W. Silver Spring Drive Butler, WI 53007	Absolutely Net Lease dated June 15, 2009, between The Wisconsin Compressed Air Corporation and Lafayette Building LLC, as amended from time to time, as assigned to XBC Flow Services – Wisconsin Inc. under that certain Assignment and Assumption of Lease dated September 1, 2021	\$0.00
2.	AT&T Mobility P.O. Box 6463 Carol Stream, IL 60197-6463	AT&T Contract(s) for landline telephone and employee cell phones	\$0.00
3.	ABB Motors and Mechanical- Baldor Electric 26827 Network Place Chicago, IL 60673	Purchase Order(s)	\$0.00
4.	Air Services Company Attn: Jeff Palkoner 211 Seegers Avenue Elk Grove, IL 60007	Purchase Order(s)	\$0.00
5.	Applied System Technologies Attn: Zena Williams and Kim Hicks 646 Michael Wylie Dr., Ste. A Charlotte, NC 28217	Purchase Order(s)	\$0.00
6.	Boge America Inc. Attn: Joyce Halloway 3414 Florence Circle Powder Springs, GA 30127	Purchase Order(s)	\$0.00
7.	Brabazon Attn: Jackie Vanden Heuvel P.O. Box 10827 Green Bay, WI 54307	Purchase Order(s)	\$0.00
8.	CMS, Inc. P.O. Box 1148 50 Silver Street Middletown, CT 06457	Purchase Order(s)	\$0.00

	<b>Contact Information for Counterparty</b>	<b>Description</b>	<b>Cure Amount</b>
9.	Chicago Pneumatic Attn: Keisha Lewis Dept CH 19316 Palatine, IL 60055	Purchase Order(s)	\$0.00
10.	ELGI COMPRESSOR USA, Inc. Attn: Jeff Bremmer 4610 Entrance Drive, Suite A Charlotte, NC 28273	Purchase Order(s)	\$0.00
11.	Grainger 100 Grainger Parkway Lake Forest, IL 60045	Purchase Order(s)	\$0.00
12.	Great Lakes Air Products Attn: Jeff Larsen 1515 S Newburg Road Westland, MI 48186	Purchase Order(s)	\$0.00
13.	Hardy Pro-Air Attn: Jim Meyer 351 Main Street Antioch, IL 60002	Purchase Order(s)	\$0.00
14.	hertz Kompressoren USA, Inc. Attn: Stephanie Brockman 3320 Service Street Charlotte, NC 28206	Purchase Order(s)	\$0.00
15.	Ingersoll Rand of Wisconsin N 58, W14686 Shawn Circle Menomonee Falls, WI 53051	Purchase Order(s)	\$0.00
16.	JORC Industrial 1146 River Road New Castle, DE 19720	Purchase Order(s)	\$0.00
17.	Keltec Technolab Attn: Toy Glover 2300 East Enterprise Parkway Twinsburg, OH 44087	Purchase Order(s)	\$0.00

	<b>Contact Information for Counterparty</b>	<b>Description</b>	<b>Cure Amount</b>
18.	Lincoln Contractors Supply 1111 West Hayes Avenue Milwaukee, WI 53227	Purchase Order(s)	\$0.00
19.	Martech Services Co. P.O. Box 7079 Mazeppa, MN 55956	Purchase Order(s)	\$0.00
20.	Midwest Control Devices Attn: Rachel Penscover P.O. Box 100 Wauconda, IL 60084	Purchase Order(s)	\$0.00
21.	Milton Industries P.O. Box 6671 Carol Stream, IL 60197	Purchase Order(s)	\$0.00
22.	Parker / Zander 242 Neck Road Haverhill, MA 01835	Purchase Order(s)	\$0.00
23.	Porter Pipe and Supply P.O. Box 7051 Carol Stream, IL 60197	Purchase Order(s)	\$0.00
24.	Quality Transportation, Inc. Attn: George Jellich P.O Box 354 Dousman, WI 53118	Purchase Order(s)	\$0.00
25.	Rogers Machinery Co. P.O. Box 230429 Portland, OR 97281	Purchase Order(s)	\$0.00
26.	Samuel Pressure Vessel Group 58 Samuel Way Lebanon, VA 24266	Purchase Order(s)	\$0.00
27.	Saylor-Beall Manufacturing 400 North Kibbee Street St Johns, MI 48879	Purchase Order(s)	\$0.00
28.	SPX/Deltech P.O. Box 98748 Chicago, IL, 60693	Purchase Order(s)	\$0.00

	<b>Contact Information for Counterparty</b>	<b>Description</b>	<b>Cure Amount</b>
29.	Summit Industrial – Kluber Lubrication NA LP Lock Box 730031 Dallas, Texas 75373	Purchase Order(s)	\$0.00
30.	Suto Itech 5460 Thirty Third street SW Grand Rapids, MI 49512	Purchase Order(s)	\$0.00
31.	Vacuum, Pump & Compressor 907 North Military Avenue Green Bay, WI 54303	Purchase Order(s)	\$0.00
32.	Zorn Compressor & Equipment, Inc. Attn: Tom Yanke 1335 Eat Wisconsin Avenue Pewaukee, WI 53072	Purchase Order(s)	\$0.00