FORM 49
[RULE 13.19]

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CLERK OF THE COURT

COURT FILE NO.	2603-02889
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	ROYAL BANK OF CANADA, AS AGENT
DEFENDANTS	ENERGERA INC. (FORMERLY KNOWN AS FRAC SHACK INC.), ENERGERA INTERNATIONAL INC. (FORMERLY KNOWN AS FRAC SHACK INTERNATIONAL INC.), ENERGERA AMERICA INC. (FORMERLY KNOWN AS FRAC SHACK AMERICA INC.) AND SANDTINEL LLC
NAME OF THE PARTY FILING THIS DOCUMENT	NEXTIER OILFIELD SOLUTIONS, LLC AND NEXTIER COMPLETION SOLUTIONS INC.
DOCUMENT	**AFFIDAVIT**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**BENNETT JONES LLP** Barristers and Solicitors 4500, 855 2nd Street SW Calgary, Alberta T2P 4K7 Attention: Michael W. Selnes / Ben Merrell (Student-at-Law) / Patrick Murphy (Summer Law Student) Telephone No.: (403) 298-3311 / 3310 Fax No.: (403) 265-7219 Email: selnesm@bennettjones.com Client File No.: 75008.17

AFFIDAVIT OF AUSTIN BERLINER

Sworn on August 4, 2026

I, **Austin Berliner**, of Houston, Texas, **SWEAR** AND SAY THAT:

Background

1. I am Assistant General Counsel – Risk Management & Real Estate at Patterson-UTI Central Support Services, LLC, a wholly owned subsidiary of Patterson-UTI Energy Services, Inc. and an affiliate company to NexTier Completion Solutions Inc. and NexTier Oilfield Solutions, LLC.

2. Hereinafter I refer to NexTier Completion Solutions Inc. and NexTier Oilfield Solutions, LLC collectively as ("**NexTier**") and I am authorized to swear this Affidavit on behalf of NexTier.

3. I have personal knowledge of the matters set out in this Affidavit except where I state that my evidence is based on information and belief. Where I rely on information and belief, I identify the source of that information and believe it to be true. Where I refer to public court orders or filings, my information is from the documents identified and exhibited below.

4. I make this Affidavit in support of NexTier's application for limited relief from the stay of proceedings (the "**Stay**") imposed by paragraph 9 of the Consent Receivership Order granted by this Court on March 17, 2026.

The Accident

5. Based on my review of NexTier's business and litigation records, on December 11, 2023, Kenneth Epperson, an employee of NexTier, was involved in a motor vehicle collision in DeSoto Parish, Louisiana. I understand that accident occurred while Mr. Epperson was driving a vehicle while working for NexTier and that the vehicle that struck him was being driven by Mr. Robert Lee South, who was at that time acting within the course and scope of his employment with Frac Shack America, Inc.

The Louisiana Proceeding

6. As a result of the accident, Mr. Epperson commenced an action styled *Kenneth Epperson v Robert Lee South, et al.*, Suit No. 85689, Division A, in the 42nd Judicial District Court

for the Parish of DeSoto, Louisiana (the **"Louisiana Proceeding"**). A copy of the commencement pleading is attached as Exhibit "**A**" to this Affidavit.

7. Energera America Inc. (**"Energera America"**), formerly known as Frac Shack America Inc., is identified as a Defendant in the Louisiana Proceeding.

8. NexTier filed a petition of intervention in the Louisiana Proceeding concerning workers' compensation benefits paid to or on behalf of Mr. Epperson arising from the collision. This petition for intervention is in effect an indemnity claim for the amounts paid by NexTier to Mr. Epperson. A copy of NexTier's petition of intervention is attached as Exhibit "**B**" to this Affidavit.

The Receivership

9. I am informed by NexTier's Canadian Counsel that, on March 17, 2026, this Court appointed Alvarez & Marsal Canada Inc. as receiver and manager (the **"Receiver"**) of Energera Inc., Energera International Inc., Energera America and Sandtinel LLC (collectively, the **"Energera Group"**). A copy of the Consent Receivership Order (the **"Receivership Order"**) is attached as Exhibit "**C**" to this Affidavit.

10. On March 30, 2026, the Receiver commenced parallel Chapter 15 proceedings in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**Texas Court**"), under Case No. 26-90433. On April 13, 2026, Energera America filed a Notice of Stay in the Louisiana Proceeding. The Notice states that litigation involving claims against Energera America was automatically stayed under the United States Bankruptcy Code. A copy of the Notice of Stay is attached as Exhibit "**D**" to this Affidavit.

11. On May 4, 2026, the Texas Court issued a recognition Order, recognizing the Canadian receivership as a foreign main proceeding, giving the Receivership Order full force and effect in the United States, applying reciprocal stays in the United States, and retaining exclusive jurisdiction over requests for relief from or modification of that order (the **"Texas Recognition Order"**). A copy of the Texas Recognition Order is attached as Exhibit "**E**" to this Affidavit.

Necessity to Lift Stay

12. I am advised by NextTier's Louisiana counsel in the Louisiana Proceeding, Mr. Patrick Johnson, that determining liability and damages in the Louisiana Proceeding is necessary for NexTier to advance its intervention and pursue any insurance that may respond to claims against Energera America.

13. I am further informed by Mr. Johnson and believe that insurance may be available in respect of claims against Energera America in the Louisiana Proceeding. No determination has yet been made in the Louisiana Proceedings regarding whether the potentially applicable insurance policies apply in respect of Mr. Epperson's claims. Copies of the policies which may apply, subject to the Court's determination in the Louisiana Proceeding, are attached as Exhibits "**F**" and "**G**" to this Affidavit.

14. NexTier is therefore applying to this Court for a limited order lifting the Stay to allow for NexTier to seek a corresponding recognition order in the Chapter 15 proceedings to allow for Mr. Epperson and NexTier to continue prosecuting the Louisiana Proceeding as against applicable insurance proceeds.

15. I understand from Mr. Johnson that he is working with Mr. Epperson's litigation counsel in Louisiana, Mr. Allan Cooper, and Mr. Cooper has confirmed that he does not oppose this application.

16. I swear this Affidavit in support of NexTier's application and for no improper purpose.

SWORN/AFFIRMED BEFORE ME
at Houston, Texas, this
4 day of August, 2026.

VANGIE BYERS
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
JULY 22, 2028
NOTARY ID: 135002431

8/4/26 Vangie Byers

AUSTIN BERLINER

WSLEGAL\075008\00017\45030227v2

This is **Exhibit "A"** referred to in the
Affidavit of **AUSTIN BERLINER**sworn before me
this 4th day of August 2026.

Vangie Byers

A Notary Public in and for
the State of Texas

VANGIE BYERS
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
JULY 22, 2028
NOTARY ID: 135002431

KENNETH EPPERSON	**SUIT NUMBER: ____________**
VERSUS	**42ND JUDICIAL DISTRICT COURT**
ROBERT LEE SOUTH AND FRAC SHACK AMERICA INC.	**DESOTO PARISH, LOUISIANA**
PERMANENT ASSIGNMENT	**SECTION NUMBER: ________**

PETITION FOR PERSONAL INJURIES

NOW INTO COURT, through undersigned counsel of record, comes and appears the petitioner, KENNETH EPPERSON, a person of the full age of majority, who is domiciled in Caddo Parish, Louisiana, and who with respect represents the following:

1.

Made the defendants in this petition are the following:

A. **ROBERT LEE SOUTH,** an individual of the full age of majority, who is domiciled at 9041 Mansfield Road, Shreveport, Louisiana 71118; and

B. **FRAC SHACK AMERICA INC.** (hereinafter referred to sometimes as "FRAC SHACK") a foreign corporation and the employer of the defendant driver, ROBERT LEE SOUTH, who was at all times pertinent to this case, acting in the course and scope of his employment with the defendant employer, FRAC SHACK, which can be served through its registered agent for service of process, UCS OF LOUISIANA, INC., 3867 Plaza Tower Dr., 1st Floor, Baton Rouge, Louisiana 70816.

2.

The parties hereto, the subject matter hereof, and all matters and things herein contained are within the jurisdiction of this Honorable Court.

3.

At the time when the petitioner's rights and causes of action arose, and at all times pertinent herein, the defendant driver, ROBERT LEE SOUTH, was covered by an automobile liability insurance policy. At the time when the petitioner's rights, claims and causes of action arose, and at all times pertinent herein, said liability insurance company provided liability insurance coverage for the negligent actions and/or negligent omissions of the defendant driver, ROBERT LEE SOUTH.

4.

At the time when the petitioner's rights and causes of action arose, and at all times pertinent herein, the defendant driver, ROBERT LEE SOUTH, was acting in the course and scope of his employment with the defendant employer, FRAC SHACK AMERICA, INC. Therefore, the defendant employer, FRAC SHACK, is vicariously liable for the negligent actions and negligent inactions of the defendant driver, ROBERT LEE SOUTH.

5.

At the time when the petitioner's rights and causes of action arose, and at all times pertinent herein, the defendant employer, FRAC SHACK, was covered by an automobile liability insurance policy. At the time when the petitioner's rights, claims and causes of action arose, and at all times pertinent herein, said liability insurance company provided liability insurance coverage for the negligent actions and/or negligent omissions of the defendant employer, FRAC SHACK, and the defendant driver, ROBERT LEE SOUTH.

6.

The motor vehicle collision, which is the subject of this petition and which caused injuries and other damages to the petitioner, KENNETH EPPERSON, occurred on or about December 11, 2023.

7.

The subject motor vehicle collision happened on US 171 at or near its intersection with Polk Street, in the City of Mansfield, Parish of DeSoto, State of Louisiana.

8.

Immediately prior to the subject motor vehicle collision, the petitioner, KENNETH EPPERSON, was a passenger in a motor vehicle that was stopping at a traffic light on US 171. Suddenly and without warning, the defendant driver, ROBERT LEE SOUTH, negligently drove a motor vehicle into the rear of the motor vehicle which was occupied by the petitioner, KENNETH EPPERSON. The subject motor vehicle collision caused significant injuries and other damages to the petitioner, KENNETH EPPERSON, for which all of the defendants and the liability insurer are liable, in solido.

9.

The defendant driver, ROBERT LEE SOUTH, should have seen the motor vehicle, which the petitioner was riding in as a passenger, prior to driving into the rear of the motor vehicle that the petitioner was occupying. The defendant driver, ROBERT LEE SOUTH, should not have driven the motor vehicle that he was operating into the rear of the motor vehicle being occupied by the petitioner. The defendant driver, ROBERT LEE SOUTH, is guilty of fault, breach of duties and negligence for driving carelessly and failing to maintain proper control over the motor vehicle that he was operating. The defendant driver did not have the right to assume that his course of travel was free from danger or obstruction. In the absence of his ability to see a path free from obstruction, he continued to travel as if he knew there was perfect clearance, traveling at his own risk and thus causing both of the defendants and their liability insurers to become liable, in solido, for all of the injuries and other damages sustained by the petitioner, KENNETH EPPERSON, due to the subject motor vehicle collision.

10.

The subject motor vehicle collision which resulted from the sole fault, breach of duties and negligence of the defendant driver, ROBERT LEE SOUTH, caused severe and disabling injuries and other damages to the petitioner, KENNETH EPPERSON. Both of the defendants and the defendant's liability insurer are liable, in solido, to the petitioner for the injuries and other damages that he suffered in the subject motor vehicle collision.

11.

The petitioner was completely free from any and all negligence, fault or breach of duties, which in any manner contributed to her injuries and other damages. The petitioner did not do anything or fail to do anything that caused or in any way contributed to his injuries and other damages. The petitioner will show that the subject motor vehicle collision was caused by the sole fault, breach of duties and negligence of the defendant driver, ROBERT LEE SOUTH, for which both of the defendants and their liability insurers are liable, in solido.

12.

The fault, breach of duties, and negligence of the defendant driver, ROBERT LEE SOUTH, for which the defendant driver, the defendant employer, and the defendants' liability insurers, are all liable, consists of the following nonexclusive particulars:

A. Driving a motor vehicle into the rear of the motor vehicle occupied by the petitioner;

B. Driving a motor vehicle into the motor vehicle which was occupied by the petitioner;

C. Failing to obey a traffic control signal;

D. Driving in such a manner as to negligently cause a collision with the motor vehicle occupied by the petitioner;

E. Failing to use proper caution;

F. Careless operation of a motor vehicle;

G. Failing to keep a proper lookout;

H. Failing to slow down and maintain control of the motor vehicle that he was operating as he should have done under the circumstances;

I. Failing to have the motor vehicle that he was operating under proper and adequate control;

J. Failing to apply his brakes or maintain the act of braking at a safe time and place, as a reasonable person would have done under the same or similar circumstances;

K. Failing to take evasive action so as to avoid the impact and collision;

L. Failing to see what he should have seen by exercising due diligence, which lack of diligence prevented him from avoiding the impact;

M. Driving faster than a reasonable person would have driven under the same or similar circumstances.

N. Violating the laws/ordinances/statutes of the State of Louisiana, Parish of Desoto, City of Mansfield, in the operation of the aforementioned motor vehicle;

O. And further, in failing to exercise due care and caution as a reasonable and prudent person would have done under the same or similar circumstances.

The petitioner states that each of the above acts or failures to act was the cause in fact of the subject motor vehicle collision, resulting injuries and other damages suffered by the petitioner. Both of the defendants and their liability insurers are liable in solido for the petitioner's damages.

13.

Because the petitioner is not trained in medical terminology, he cannot describe the exact injuries sustained by him in precise medical terms in the same manner as can physicians. However, the petitioner will show that, as a result of the subject motor vehicle collision and the defendant driver's negligence, the petitioner, KENNETH EPPERSON, sustained severe and excruciating injuries to his head, neck, spine, and right shoulder. The petitioner also suffers from insomnia and headaches as a result of the subject motor vehicle collision.

14.

As a result of the injuries that the petitioner, KENNETH EPPERSON, suffered in the subject motor vehicle collision, he has suffered past and future economic damages, including but not limited to lost wages, lost earning capacity, lost economic opportunity, lost household services and/or other economic damages.

15.

As a result of the subject motor vehicle collision caused by the fault, breach of duties, and negligence of the defendant driver, ROBERT LEE SOUTH, for which both of the defendants and their liability insurers are liable, the petitioner has suffered the following damages:

A. Past and future physical pain and suffering as may appear reasonable in the premises;

B. Past and future mental pain and anguish as may appear reasonable in the premises;

C. Past and future physical disability as may appear reasonable in the premises;

D. Past and future loss of enjoyment of life as may appear reasonable in the premises;

E. Past and future humiliation and embarrassment as may appear reasonable in the premises;

F. Past and future physical impairment as may appear reasonable in the premises;

G. Past and future inconvenience as may appear reasonable in the premises;

H. Risk of traumatically induced arthritis as may appear reasonable in the premises;

I. Past and future medical, hospital, doctor, and/or chiropractic bills as may appear reasonable in the premises;

J. Past and future expenses for drugs, medicines and orthopedic devices as may appear reasonable in the premises;

K. Past and future expenses for physical therapy as may appear reasonable in the premises; and

L. Past and future economic damages, including but not limited to lost wages, lost earning capacity, lost economic opportunity, lost household services, and/or other economic damages.

16.

The petitioner's damages exceed $50,000.00 exclusive of interest and costs.

17.

The petitioner will be required to call at the trial on the merits, medical experts, economic experts, and/or other expert witnesses to establish the extent of his injuries and other damages. The petitioner is entitled to have these expenses taxed as additional costs of Court.

W H E R E F O R E, the petitioner prays for the following:

1.

The defendants each be served with a copy of this petition and cited to appear and answer same;

2.

After all legal delays and due proceedings had, that there be judgment in favor of the petitioner, KENNETH EPPERSON, and against each of the defendants, individually, and their liability insurers for the total amount of the petitioner's damages, together with legal interest thereon from the date of judicial demand until paid, together with all costs of these proceedings to include the costs for all expert witnesses of any description, including but not limited to economic and medical experts;

3.

For all other relief, both general and equitable, necessary in the premises.

Respectfully Submitted,

THE LAW OFFICE OF ALLEN COOPER, L.L.C.
551 Kings Highway
Shreveport, Louisiana 71104
Telephone: (318) 865-5291
Telecopier: (318) 865-5120
Email: allencooperlaw@aol.com
Email: chris@allencooperlaw.com

BY: ______________________________
J. ALLEN COOPER, JR., Bar No. 20762
J. CHRISTOPHER MICIOTTO, Bar No. 26087
ATTORNEYS FOR THE PETITIONER,
KENNETH EPPERSON

PLEASE SERVE:

ROBERT LEE SOUTH
9041 Mansfield Road
Shreveport, Louisiana 71118

FRAC SHACK AMERICA INC.
through its agent for service of process:
UCS of Louisiana, Inc.
3867 Plaza Tower Dr., 1st Floor
Baton Rouge, Louisiana 70816

KENNETH EPPERSON	SUIT NUMBER: ______________
VERSUS	42ND JUDICIAL DISTRICT COURT
ROBERT LEE SOUTH AND FRAC SHACK AMERICA INC.	DESOTO PARISH, LOUISIANA
PERMANENT ASSIGNMENT	SECTION NUMBER: __________

PETITIONER'S FIRST SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS PROPOUNDED TO THE DEFENDANTS

The petitioner, KENNETH EPPERSON, through undersigned counsel, propounds the following interrogatories and makes the following requests for production to the defendants, ROBERT LEE SOUTH and FRAC SHACK AMERICA INC. (sometimes hereinafter referred to as "FRAC SHACK"), in accordance with the provisions of Louisiana Code of Civil Procedure Art. 1457, et seq. to be answered within the delays provided by law. These interrogatories and requests for production are deemed to be continuing and require supplementation as further information is obtained.

INTERROGATORY NUMBER 1:

Please list the name, address, and telephone number of all persons known to you who were eyewitnesses to the motor vehicle collision upon which this lawsuit is based and describe in detail each person's expected testimony.

INTERROGATORY NUMBER 2:

Please list the name, address, and telephone number of all witnesses that you may call at the trial of this matter and briefly describe each person's expected testimony.

INTERROGATORY NUMBER 3:

Please list and describe all of the exhibits that you intend to use or produce at the trial of this matter.

INTERROGATORY NUMBER 4:

Was ROBERT LEE SOUTH acting in the course and scope of any employment or as an agent, or other representative at the time of the subject motor vehicle collision? If so, please state the name, address, and telephone number of the employer/master/principal and the nature of their relationship. (Example: employer/employee).

INTERROGATORY NUMBER 5:

What insurance companies provide automobile liability insurance coverage for the acts and/or omissions of the defendant driver, ROBERT LEE SOUTH, and/or the defendant employer, FRAC SHACK, with regard to the December 11, 2023, motor vehicle accident? Please list each and every specific provision of any policy which you claim or will claim at the trial of this matter limits or excludes insurance coverage for the defendant driver in this lawsuit. (Note: Simply responding that all of the terms and exclusions of the policy are applicable is not an adequate response to this interrogatory).

INTERROGATORY NUMBER 6:

Please describe in detail how you allege that the subject motor vehicle collision occurred.

INTERROGATORY NUMBER 7:

Please state whether ROBERT LEE SOUTH received a traffic ticket or citation arising out of the subject motor vehicle collision. If so, please state:

A. The charge or subject matter of the citation or ticket; and

B. The final disposition of said matter

INTERROGATORY NUMBER 8:

With reference to each affirmative defense alleged by you in answer to the petitioner's petition, please set forth the following:

A. All facts known to you, your attorney, insurance carrier, their representatives, or anyone acting in your behalf or their behalf, which you contend support or corroborate said allegation or defense;

B. The name, business and residence addresses, and telephone number of each person known to you who claims to have knowledge regarding any fact related to any affirmative defense; and

C. An identification, with such particularity as you would be required in a motion to produce, of each and every writing related to any affirmative defense.

INTERROGATORY NUMBER 9:

Please state the amount and kind of each and every alcoholic drink, medication, drug, tranquilizer, or other substance which could affect one's ability to drive, which the defendant, ROBERT LEE SOUTH, consumed within 24 hours before the subject motor vehicle collision.

INTERROGATORY NUMBER 10:

Please state where ROBERT LEE SOUTH had been immediately prior to the subject motor vehicle collision and where he was going at the time of the motor vehicle collision.

INTERROGATORY NUMBER 11:

Please state the date and reason for each time that ROBERT LEE SOUTH'S driver's license has been revoked or suspended.

INTERROGATORY NUMBER 12:

Please state the date of all felony convictions and for all convictions of crimes involving false statement and/or dishonesty and identify each offense of which ROBERT LEE SOUTH was convicted or pled guilty to during the past ten (10) years.

INTERROGATORY NUMBER 13:

State the name of all mobile/cell phone providers with whom the defendant driver, ROBERT LEE SOUTH, had a contract with and/or had service with on the date of the incident which is the subject of this lawsuit. For each mobile/cell phone provider, please provide the phone number associated with the contract and/or service.

INTERROGATORY NUMBER 14:

Did the defendant driver, ROBERT LEE SOUTH, use a cell phone or any other portable electronic device within thirty (30) minutes prior to, at the time of, and/or within thirty (30) minutes after the incident which is the subject of this lawsuit? If your answer is "yes," please describe the name and type of electronic device used. If the electronic device used is a cell phone, please provide the name of the person with whom the cell phone is registered, the service provider for the cell phone, and the phone number associated with the cell phone.

INTERROGATORY NUMBER 15:

On the date of the motor vehicle collision which is the subject of this lawsuit, did the defendant driver, ROBERT LEE SOUTH, have a company cell phone or a cell phone that was provided to him by his employer? If your answer is "yes," please provide the name of ROBERT LEE SOUTH'S employer at the time of the subject incident, the service provider of the cell phone provided by his employer, and the phone number associated with the cell phone.

INTERROGATORY NUMBER 16:

Please list and describe each and every claim and/or lawsuit and/or accident involving the petitioner.

INTERROGATORY NUMBER 17:

Please list the following for ROBERT LEE SOUTH:

Full name, current address, social security number, all current phone numbers, current marital status, all employer(s) on December 11, 2023, and current employer(s).

REQUEST FOR PRODUCTION NUMBER 1:

Please produce certified copies of the following:

A. All automobile liability insurance policies in which the defendant driver, ROBERT LEE SOUTH, and/or the defendant employer, FRAC SHACK, was a named insured on December 11, 2023;

B. All insurance policies that provided automobile liability insurance coverage for the defendant driver, ROBERT LEE SOUTH, and/or the defendant employer, FRAC SHACK, on December 11, 2023;

C. All policies of insurance that provided excess and/or umbrella coverage for the defendant driver, ROBERT LEE SOUTH, and/or the defendant employer, FRAC SHACK, on December 11, 2023; and

D. All insurance policies that provided coverage for any motor vehicles owned by the defendant driver, ROBERT LEE SOUTH, and/or any member of his household or who was living in he same residence with him on the date of the subject motor vehicle collision.

REQUEST FOR PRODUCTION NUMBER 2:

Please produce copies of any and all statements of the petitioner, KENNETH EPPERSON, whether written, oral, or recorded.

REQUEST FOR PRODUCTION NUMBER 3:

Produce copies of any and all documents, medical records, and evidence of any kind whatsoever which you contend or will contend at the trial of this matter show(s) that the injuries suffered by KENNETH EPPERSON pre-existed the subject motor vehicle collision or were not caused by the subject motor vehicle collision, which gives rise to this lawsuit.

REQUEST FOR PRODUCTION NUMBER 4:

Please produce copies of any and all videos, photographs and/or reports concerning KENNETH EPPERSON, which are in your possession and/or control.

REQUEST FOR PRODUCTION NUMBER 5:

Please produce copies of any and all photographs and/or videos of the motor vehicles which were involved in the subject motor vehicle collision.

REQUEST FOR PRODUCTION NUMBER 6:

Please produce copies of any and all repair estimates and/or invoices related to the motor vehicles which were involved in the subject motor vehicle collision.

REQUEST FOR PRODUCTION NUMBER 7:

Please produce copies of any and all photographs and/or diagrams and/or videos and/or films and/or DVDs of the subject motor vehicle collision and/or of the scene of the subject motor vehicle collision.

REQUEST FOR PRODUCTION NUMBER 8:

Please produce any and all billing statements for all cell phones used by the defendant driver, ROBERT LEE SOUTH, for three (3) months prior to the subject motor vehicle collision through three (3) months after the subject motor vehicle collision, including all billing statements covering the date of the subject motor vehicle collision.

REQUEST FOR PRODUCTION NUMBER 9:

Please provide copies of all ISO reports, other indices and/or other reports which list any prior or subsequent claims made by, or accidents involving or lawsuits involving the petitioner, KENNETH EPPERSON.

REQUEST FOR PRODUCTION NUMBER 10:

Please produce copies of all deposition transcripts that become available during this litigation.

Respectfully Submitted,

THE LAW OFFICE OF ALLEN COOPER, L.L.C.
551 Kings Highway
Shreveport, Louisiana 71104
Telephone: (318) 865-5291
Telecopier: (318) 865-5120
Email: allencooperlaw@aol.com
Email: chris@allencooperlaw.com

BY: ______________________________
J. ALLEN COOPER, JR., Bar No. 20762
J. CHRISTOPHER MICIOTTO, Bar No. 26087
ATTORNEYS FOR THE PETITIONER,
KENNETH EPPERSON

PLEASE SERVE WITH PETITION

KENNETH EPPERSON | **SUIT NUMBER: ______________**

VERSUS | **42ND JUDICIAL DISTRICT COURT**

ROBERT LEE SOUTH AND FRAC SHACK AMERICA INC. | **DESOTO PARISH, LOUISIANA**

PERMANENT ASSIGNMENT | **SECTION NUMBER: __________**

REQUEST FOR TEN DAYS NOTICE OF SETTINGS AND NOTICE OF JUDGMENT

The petitioner, KENNETH EPPERSON, in the above styled and numbered cause, requests that he be given a minimum of ten (10) days written notice in advance, through his attorney of record, J. Allen Cooper, Jr., at 551 Kings Highway, Shreveport, Louisiana 71104, in accordance with the provisions of Articles 1572, 1913 and 1914 of the Louisiana Code of Civil Procedure, of the date that this cause is fixed for trial, settings of arguments, motions or hearings, and notice of judgment or partial judgment.

Respectfully Submitted,

THE LAW OFFICE OF ALLEN COOPER, L.L.C.
551 Kings Highway
Shreveport, Louisiana 71104
Telephone: (318) 865-5291
Telecopier: (318) 865-5120
Email: allencooperlaw@aol.com
Email: chris@allencooperlaw.com

BY: ______________________________

J. ALLEN COOPER, JR., Bar No. 20762
J. CHRISTOPHER MICIOTTO, Bar No. 26087
ATTORNEYS FOR THE PETITIONER,
KENNETH EPPERSON

PLEASE SERVE WITH PETITION

This is **Exhibit "B"** referred to in the
Affidavit of **AUSTIN BERLINER**sworn before me
this 4th day of August 2026.

Vangie Byers

A Notary Public in and for
the State of Texas

VANGIE BYERS
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
JULY 22, 2028
NOTARY ID: 135002431

42nd JUDICIAL DISTRICT COURT FOR THE PARISH OF DESOTO

STATE OF LOUISIANA

RCVD & FILED DESOTO PA
AUG 11 '25 PM3:25

NO.: 85689 DIVISION: A

KENNETH EPPERSON

VERSUS

ROBERT LEE SOUTH AND FRAC SHACK AMERICA INC.

FILED: ____________________ ____________________
DEUPTY CLERK

****

PETITION FOR INTERVENTION FILED ON BEHALF OF NEXTIER OILFIELD SOLUTIONS, LLC

NOW INTO COURT through undersigned counsel comes NEXTIER OILFIELD SOLUTIONS, LLC, a foreign limited liability company authorized to do and doing business in the State of Louisiana, who in its capacity as intervenor, respectfully represents:

1.

On December 9, 2024, Petitioner, KENNETH EPPERSON, filed suit against Defendants, ROBERT LEE SOUTH and his employer, FRAC SHACK AMERICA, INC. seeking to recover damages allegedly stemming from an automobile accident occurring on or about December 11, 2023, in DeSoto Parish, Louisiana.

2.

At all time material hereto, KENNETH EPPERSON was employed by NEXTIER OILFIELD SERVICES, LLC. NEXTIER OILFIELD SERVICES, LLC. was insured for the purposes of Louisiana Workers' Compensation by Ace American Insurance Company under a policy issued to NEXTIER's parent company, Patterson-UTI Drilling with the Louisiana Workers' Compensation claims of NEXTIER OILFIELD SERVICES, LLC being managed by ESIS.

3.

In pertinent part, the Petition for Damages alleges that on December 11, 2023, KENNETH EPPERSON was the passenger in a vehicle owned and operated by NEXTIER OILFIELD SERVICES, LLC. While stopped at an intersection and while in the course and scope of his employer with NEXTIER OILFIELD SERVICES, LLC, the vehicle in which KENNETH EPPERSON was a passenger was struck in the rear by the vehicle driven by ROBERT LEE SOUTH. At that time, ROBERT LEE SOUTH was acting within the course and scope of his employment with FRAC SHACK AMERICA, INC., making FRAC SHACK AMERICA, INC.

vicariously liable for the negligent actions and negligent inactions of the defendant driver, ROBERT LEE SOUTH.

3.

The Petition for Damages further alleges the subject incident and resulting damages were proximately caused by the negligence of ROBERT LEE SOUTH for which FRAC SHACK AMERICA, INC. is liable, *in solido*, for the damages suffered by KENNETH EPPERSON as outlined in the Petition for Damages.

4.

As a result of the aforementioned accident, NEXTIER OILFIELD SERVICES, LLC have paid, or have had paid, Louisiana workers' compensation benefits to KENNETH EPPERSON or paid benefits on behalf of KENNETH EPPERSON through ESIS, the workers' compensation third-party administrator who manages the Louisiana Workers' Compensation claims of NEXTIER OILFIELD SERVICES, LLC, as KENNETH EPPERSON was injured while in the course and scope of his employment with NEXTIER OILFIELD SERVICES, LLC.

5.

NEXTIER OILFIELD SERVICES, LLC now files this Petition for Intervention on the grounds that as NEXTIER OILFIELD SERVICES, LLC has paid, or had paid, Louisiana workers' compensation benefits to KENNETH EPPERSON, or on his behalf, arising out of the December 11, 2023 motor vehicle accident, and as a result NEXTIER OILFIELD SERVICES, LLC, is legally subrogated to the rights of KENNETH EPPERSON with respect to any amounts amount(s) paid or to be paid for any damages arising from the December 11, 2023 accident.

6.

NEXTIER OILFIELD SERVICES, LLC specifically aver they have an interest in the present litigation and are entitled to file this intervention, as well as to recover any and all amounts paid (or to be paid) by NEXTIER OILFIELD SERVICES, LLC to or on behalf of KENNETH EPPERSON in connection with the December 11, 2023 incident, with the amount to be paid out of any damages awarded to (or collected by) KENNETH EPPERSON from the ROBERT LEE SOUTH or FRAC SHACK AMERICA, INC. in the above-entitled and numbered suit.

7.

In the event KENNETH EPPERSON should recover any damages from ROBERT LEE SOUTH or FRAC SHACK AMERICA, INC. pursuant to a judgment in the above-entitled and numbered suit, such recovery should be apportioned in the judgment to provide that the claims of NEXTIER OILFIELD SERVICES, LLC for any and all amounts paid by them to or on behalf of KENNETH EPPERSON in connection with the December 11, 2023 incident, together with legal interest from the date of judicial demand until paid in full, and shall take precedence and priority over any and all claims KENNETH EPPERSON has against ROBERT LEE SOUTH or FRAC SHACK AMERICA, INC. Accordingly, judgment should be rendered in favor of NEXTIER OILFIELD SERVICES, LLC for such an amount.

8.

Any damages awarded to KENNETH EPPERSON in excess of the claims of NEXTIER OILFIELD SERVICES, LLC should be assessed in favor of KENNETH EPPERSON, with legal credit being given to NEXTIER OILFIELD SERVICES, LLC for any future benefits and expenses which may be deemed payable by NEXTIER OILFIELD SERVICES, LLC to or on behalf of KENNETH EPPERSON in connection with the December 11, 2023 incident. Accordingly, judgment should be rendered in favor of NEXTIER OILFIELD SERVICES, LLC for such credit amount.

9.

Further, in the event as KENNETH EPPERSON would settle the above-entitled and numbered suit with ROBERT LEE SOUTH or FRAC SHACK AMERICA, INC., in full or in part, NEXTIER OILFIELD SERVICES, LLC asserts a lien on any and all settlement funds paid to KENNETH EPPERSON equal to the amount of any workers' compensation benefits paid by NEXTIER OILFIELD SERVICES, LLC to or on behalf of KENNETH EPPERSON in connection with the December 11, 2023 incident, prior to the date of settlement. NEXTIER OILFIELD SERVICES, LLC further asserts entitlement to a credit for any and all workers' compensation benefits which may be deemed payable by NEXTIER OILFIELD SERVICES, LLC in connection with the December 11, 2023 incident, in the future.

10.

It is specifically noted that NEXTIER OILFIELD SERVICES, LLC does not approve (or sanction in any manner) any settlement entered into by KENNETH EPPERSON in the above-entitled and numbered suit. Any such settlement requires the express, written consent of NEXTIER OILFIELD SERVICES, LLC prior to being perfected under the Louisiana Workers' Compensation Act, specifically LSA-R.S. 23:1102 *et al.*

WHEREFORE, NEXTIER OILFIELD SERVICES, LLC respectfully pray this Petition of Intervention be filed and served as requested below, and that after due proceedings be had, there be judgment in favor of NEXTIER OILFIELD SERVICES, LLC, for all sums paid by NEXTIER OILFIELD SERVICES, LLC to or on behalf of KENNETH EPPERSON as a result of the December 11, 2023 incident, plus any future amount(s) which may be deemed payable by NEXTIER OILFIELD SERVICES, LLC to or on behalf of KENNETH EPPERSON in connection with the December 11, 2023 incident, in the future;

NEXTIER OILFIELD SERVICES, LLC further pray that such amounts be paid to NEXTIER OILFIELD SERVICES, LLC by Defendants, ROBERT LEE SOUTH and FRAC SHACK AMERICA, INC., with preference and priority over any amounts paid to KENNETH EPPERSON.

NEXTIER OILFIELD SERVICES, LLC further pray that should a judgment be rendered in this matter awarding KENNETH EPPERSON damages in excess of the amount sufficient to reimburse NEXTIER OILFIELD SERVICES, LLC for the amounts paid by NEXTIER OILFIELD SERVICES, LLC or ESIS to, or on behalf of, KENNETH EPPERSON in connection with the December 11, 2023 incident, the judgment should provide that the excess amount should be assessed in favor of KENNETH EPPERSON with legal credit being given to NEXTIER OILFIELD SERVICES, LLC, against future workers' compensation benefits that may be deemed payable by NEXTIER OILFIELD SERVICES, LLC in connection with the December 11, 2023 incident.

Additionally, NEXTIER OILFIELD SERVICES, LLC asserts a lien on any and all settlement funds paid by ROBERT LEE SOUTH and FRAC SHACK AMERICA, INC. to KENNETH EPPERSON in the event the above-entitled and numbered suit is settled.

Finally, NEXTIER OILFIELD SERVICES, LLC, specifically prays that any amount awarded bear legal interest from the date of judicial demand and that the costs of these proceedings be taxed against ROBERT LEE SOUTH and FRAC SHACK AMERICA, INC.

AND FOR ALL GENERAL AND EQUITABLE RELIEF, ETC.

Respectfully submitted:

PARKER & LANDRY, LLC

PATRICK A. JOHNSON (#28627)
4023 Ambassador Caffery, Pkwy 320
Lafayette, LA 70503
Direct Dial 337-362-1602
Direct Fax 337-270-2583
patrickjohnson@parkerlandry.com
Attorney for Nextier Oilfield Solutions, LLC

PLEASE SERVE THE FOLLOWING:

KENNETH EPPERSON
Through counsel of record
The Law Office of Allen Cooper, L.L.C.
551 Kings Highway
Shreveport, LA 71104

ROBERT LEE SOUTH
9041 Mansfield Road
Shreveport, LA 71118

FRAC SHACK AMERICA INC.
Through agent for service of process:
USC of Louisiana, Inc.
3867 Plaza Tower Dr., 1st Floor
Baton Rouge, LA 70816

42nd JUDICIAL DISTRICT COURT FOR THE PARISH OF DESOTO

STATE OF LOUISIANA

NO.: 85689 DIVISION: A

KENNETH EPPERSON

VERSUS

ROBERT LEE SOUTH AND FRAC SHACK AMERICA INC.

FILED: ____________________ ____________________________

DEUPTY CLERK

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ORDER ON PETITION FOR INTERVENTION FILED ON BEHALF OF NEXTIER OILFIELD SOLUTIONS, LLC

Considering the foregoing Petition of Intervention filed on behalf of NEXTIER OILFIELD SOLUTIONS, LLC:

IT IS HEREBY ORDERED that NEXTIER OILFIELD SOLUTIONS, LLC be permitted to intervene in the above-entitled and numbered suit.

Signed this 13 day of August, 2025 in Mansfield, Louisiana.

____

HON. DISTRICT JUDGE
42nd Judicial District Court – Div. A

PLEASE SERVE THE FOLLOWING:

KENNETH EPPERSON
Through counsel of record
The Law Office of Allen Cooper, L.L.C.
551 Kings Highway
Shreveport, LA 71104

ROBERT LEE SOUTH
9041 Mansfield Road
Shreveport, LA 71118

FRAC SHACK AMERICA INC.
Through agent for service of process:
USC of Louisiana, Inc.
3867 Plaza Tower Dr., 1st Floor
Baton Rouge, LA 70816

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42nd JUDICIAL DISTRICT COURT FOR THE PARISH OF DESOTO

STATE OF LOUISIANA

NO.: 85689 DIVISION: A

RCVD & FILED DESOTO PA AUG 11 '25 PM3:35

KENNETH EPPERSON

VERSUS

ROBERT LEE SOUTH AND FRAC SHACK AMERICA INC

FILED: ____________________ __

____
DEUPTY CLERK

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REQUEST FOR NOTICE

PLEASE TAKE NOTICE that PATRICK A. JOHNSON, attorney for NEXTIER OILFIELD SOLUTIONS, LLC, does hereby request written notice of the date of trial of the above matter, as well as notice of all hearings, (whether on merits or otherwise), orders, judgments and interlocutory decrees, and any and all formal steps taken by the parties, the presiding judge, or any other member of the Court or Clerk of Court's office, as provided in Louisiana Code of Civil Procedure Articles 1572, 1913 and 1914.

Respectfully submitted:

PARKER & LANDRY, LLC

____
PATRICK A. JOHNSON (#28627)
4023 Ambassador Caffery, Pkwy 320
Lafayette, LA 70503
Direct Dial 337-362-1602
Direct Fax 337-270-2583
patrickjohnson@parkerlandry.com
Attorney for Nextier Oilfield Solutions, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing instrument has this day been served on all parties through their counsel of record in this proceeding by:

( ) Hand Delivery (X) Prepaid U.S. Mail ( ) Email

( ) Facsimile ( ) Overnight Mail Service

Lafayette, Louisiana, this 10th day of July, 2025.

____
PATRICK A. JOHNSON

A TRUE COPY-ATTEST
Cassie Zaddock
Clerk of the District Court
DeSoto Parish, Louisiana

This is **Exhibit "C"** referred to in the
Affidavit of **AUSTIN BERLINER**sworn before me
this 4th day of August 2026.

Vangie Byers

A Notary Public in and for
the State of Texas

VANGIE BYERS
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
JULY 22, 2028
NOTARY ID: 135002431

CERTIFIED by the Court Clerk as a true copy of the document digitally filed on Mar 18, 2026

COURT FILE NUMBER	2603-02889	Clerk's stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	~~CALGARY~~ EDMONTON	
PLAINTIFF	ROYAL BANK OF CANADA, as Agent	
DEFENDANT	ENERGERA INC. (formerly known as FRAC SHACK INC.), ENERGERA INTERNATIONAL INC. (formerly known as FRAC SHACK INTERNATIONAL INC.), ENERGERA AMERICA INC. (formerly known as FRAC SHACK AMERICA INC.) and SANDTINEL LLC	
DOCUMENT	**CONSENT RECEIVERSHIP ORDER**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Norton Rose Fulbright Canada LLP 400 3rd Avenue SW, Suite 3700 Calgary, Alberta T2P 4H2 Canada Howard A. Gorman, K.C. / Meghan L. Parker howard.gorman@nortonrosefulbright.com meghan.parker@nortonrosefulbright.com Tel: +1 403.267.8144 / 9564 Fax: +1 403.264.5973 Lawyers for the Applicant, Royal Bank of Canada File no.: 1001247662	

JUDICIAL CENTRE OF EDMONTON
FILED DIGITALLY
2603 02889
Mar 18, 2026
3:59 PM
CLERK OF THE COURT

DATE ON WHICH ORDER WAS PRONOUNCED: March 17, 2026

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice Feasby

LOCATION OF HEARING: Calgary, Alberta

UPON the application of Royal Bank of Canada, as Agent, in respect of Energera Inc. (formerly known as Frac Shack Inc.), Energera International Inc. (formerly known as Frac Shack International Inc.), Energera America Inc. (formerly known as Frac Shack America Inc.) and Sandtinel LLC (the **Debtors**); **AND UPON** having read the Application, the Affidavit of Cameron Bailey; and the Affidavit of Service of Joanna Van Ham, filed; **AND UPON** reading the consent of Alvarez & Marsal Canada Inc. to act as receiver and manager (the **Receiver**) of the Debtor, filed; **AND UPON** noting the consent endorsed hereon of the Debtor; **AND UPON** hearing counsel for the Applicant, counsel for the proposed Receiver and any other counsel or other interested parties present;

IT IS HEREBY ORDERED THAT:

SERVICE AND NOTICE

1. The time for service of the notice of application for this order is hereby abridged and service thereof is deemed good and sufficient and this application is properly returnable today.

2. The notice period under section 244(2) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (***BIA***), is hereby waived.

APPOINTMENT

3. Pursuant to section 243(1) of the *BIA*, and sections 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, Alvarez & Marsal Canada Inc. is hereby appointed Receiver, without security, of all of the Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the **Property**).

RECEIVER'S POWERS

4. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

   (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, which shall include the Receiver's ability:

      (i) to abandon, dispose of, or otherwise release any interest in any of the Debtors' real or personal property, or any right in any immoveable; and

      (ii) upon further order of the Court, to abandon, dispose of, or otherwise release any license or authorization issued by the Alberta Energy Regulator, or any other similar government authority;

   (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver’s powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtor;

(g) to settle, extend or compromise any indebtedness owing to or by the Debtor;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

(i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;

(j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this

Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court.

(k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.

(l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding $500,000, provided that the aggregate consideration for all such transactions does not exceed $3,000,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required.

(m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtors and not in its personal capacity;

(p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

(q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

(r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and

(s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being **Persons** and each being a **Person**) shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.

6. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the **Records**) in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

7. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

8. No proceeding or enforcement process in any court or tribunal (each, a **Proceeding**), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

9. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 9; and (ii) affect a Regulatory Body's investigation in respect of the Debtors or an action, suit or proceeding that is taken in respect of the Debtors by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OR REMEDIES

10. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtors or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court including, without limitation, any rights or remedies or provisions in any agreement, construction, ownership and operating agreement, joint venture agreement or any such similar agreement or agreements to which the Debtors, or any of them, are a party that purport to effect or cause a cessation of operatorship as a result of the occurrence of any default or non-performance by or the insolvency of the Debtors, the making or filing of these proceedings or any allegation, admission or evidence in these proceedings and under no circumstances shall the Debtors be replaced as operator pursuant to any such agreements without further order of this Court provided, however, that this stay and suspension does not apply in respect of any "eligible financial contract" (as defined in the BIA), and further provided that nothing in this Order shall:

(a) empower the Debtors to carry on any business that the Debtors are not lawfully entitled to carry on;

(b) prevent the filing of any registration to preserve or perfect a security interest;

(c) prevent the registration of a claim for lien; or

(d) exempt the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment.

11. Nothing in this Order shall prevent any party from taking an action against the Debtors where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Receiver at the first available opportunity.

NO INTERFERENCE WITH THE RECEIVER

12. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

13. All persons having:

(a) statutory or regulatory mandates for the supply of goods and/or services; or

(b) oral or written agreements or arrangements with the Debtor, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtor

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtors or exercising any other remedy provided under such agreements or arrangements. The Debtors shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Debtors in accordance with the payment practices of the Debtors, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtors and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

14. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the **Post Receivership Accounts**) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

15. Subject to employees' rights to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 (**WEPPA**).

16. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, and clause 20(e) of the Alberta *Personal Information Protection Act*, SA 2003, c P-6.5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a **Sale**). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy

all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17.

(a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:

(i) before the Receiver's appointment; or

(ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.

(b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.

(c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,

(i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:

(A) complies with the order, or

(B) on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;

(ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,

(A) the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or

(B) the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or

(iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE RECEIVER'S LIABILITY

18. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

19. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the **Receiver's Charge**) on the Property, which charge shall not exceed an aggregate amount of $1,000,000, as security for their professional fees and disbursements incurred at the normal

rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4), 81.6(2) and 88 of the BIA.

20. The Receiver and its legal counsel shall pass their accounts from time to time.

21. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

22. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $5,000,000 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the **Receiver's Borrowings Charge**) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4), 81.6(2) and 88 of the BIA.

23. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

24. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

25. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

26. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

ALLOCATION

27. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

28. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

29. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.

30. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

31. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction 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, 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, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.

32. The Receiver is at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

33. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

34. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.[1]

FILING

35. The Receiver shall establish and maintain a website in respect of these proceedings at https://www.alvarezandmarsal.com/Energera (the **Receiver's Website**) and shall post there as soon as practicable:

(a) all materials prescribed by statute or regulation to be made publicly available; and

(b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

[1] To the extent it is not possible or practical in the circumstances, the affected parties can rely on the comeback clause to seek to modify the receivership order, subject to the protection of lenders, receivers, or other parties that have relied on the order between the date the receivership order is granted and the date it is varied.

36. Service of this Order shall be deemed good and sufficient by:

(a) serving the same on:

(i) the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;

(ii) any other person served with notice of the application for this Order;

(iii) any other parties attending or represented at the application for this Order; and

(b) posting a copy of this Order on the Receiver's Website

and service on any other person is hereby dispensed with.

37. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Type text

Justice of the Court of King's Bench of Alberta

CONSENTED TO:

ENERGERA INC.

By: Todd Van Vliet (May 22, 2025 13:20 MDT)
Name: Todd Van Vliet
Title: CEO

By: Lance Holmstrom
Lance Holmstrom (May 22, 2025 13:23 MDT)
Name: Lance Holmstrom
Title: CFO

ENERGERA INTERNATIONAL INC.

By: Todd Van Vliet (May 22, 2025 13:20 MDT)
Name: Todd Van Vliet
Title: CEO

By: Lance Holmstrom
Lance Holmstrom (May 22, 2025 13:23 MDT)
Name: Lance Holmstrom
Title: CFO

ENERGERA AMERICA INC.

By: Todd Van Vliet (May 22, 2025 13:20 MDT)
Name: Todd Van Vliet
Title: CEO

By: Lance Holmstrom
Lance Holmstrom (May 22, 2025 13:23 MDT)
Name: Lance Holmstrom
Title: CFO

SANDTINEL LLC

By: Todd Van Vliet (May 22, 2025 13:20 MDT)
Name: Todd Van Vliet
Title: CEO

By: Lance Holmstrom
Lance Holmstrom (May 22, 2025 13:23 MDT)
Name: Lance Holmstrom
Title: CFO

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _________________________

AMOUNT $_________________________

1. THIS IS TO CERTIFY that Alvarez & Marsal Canada Inc., the receiver and manager (the **Receiver**) of all of the assets, undertakings and properties of Energera Inc. (formerly known as Frac Shack Inc.), Energera International Inc. (formerly known as Frac Shack International Inc.), Energera America Inc. (formerly known as Frac Shack America Inc.) and Sandtinel LLC appointed by Order of the Court of King's Bench of Alberta (the **Court**) dated the **[day]** day of **[month]**, **[year]** (the **Order**) made in action number **[●]**, has received as such Receiver from the holder of this certificate (the **Lender**) the principal sum of **[$]**, being part of the total principal sum of **[$]** that the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded **[daily] [monthly not in advance on the ● day of each month]** after the date hereof at a notional rate per annum equal to the rate of **[●]** per cent above the prime commercial lending rate of Bank of **[●]** from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at **[●]**.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _______ day of _______________, 20__.

Alvarez & Marsal Canada Inc., solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: ___________________________________
Name:
Title:

This is **Exhibit "D"** referred to in the
Affidavit of **AUSTIN BERLINER**sworn before me
this 4th day of August 2026.

Vangie Byers

A Notary Public in and for
the State of Texas

VANGIE BYERS
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
JULY 22, 2028
NOTARY ID: 135002431

KENNETH EPPERSON	:	SUIT NUMBER 85,689 – DIVISION A
VERSUS	:	42ND JUDICIAL DISTRICT COURT
ROBERT LEE SOUTH, ET AL	:	DESOTO PARISH, LOUISIANA

NOTICE OF STAY

NOW INTO COURT through undersigned counsel comes ENERGERA AMERICA, INC. ("Energera America"), previously referred to in responsive pleadings as ("Energera"), which notifies the court of the following:

1.

Energera America is a defendant in the above-captioned case.

2.

On March 30, 2026, Alvarez & Marsal Canada Inc., solely in its capacity as court-appointed receiver, manager, and authorized foreign representative ("Receiver" or "Foreign Representative") of Energera, Inc. (formerly known as Frac Shack, Inc.) ("Energera"); Energera America Inc. (formerly known as Frac Shack America Inc.) ("Energera America"); and Sandtinel LLC ("Sandtinel," and collectively with Energera and Energera America, the "Debtors") commenced a voluntary chapter 15 recognition of a foreign proceeding cases (the "Chapter 15 Cases") under chapter 15 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "Bankruptcy Court"). The Chapter 15 Cases have been jointly administered and are styled *In re Energera, Inc., et al.,* Case No. 26-90433 ("Chapter 15 Proceeding").

3.

That the Receiver is represented in the Chapter 15 Proceeding by John D. Cornwell and Alexander R. Perez, Munsch Hardt Kopf & Harr, P.C., 700 Milam St., Suite 800, Houston, Texas 77002, who can be reached at (713) 222-1400 or jcornwell@munsch.com and arperez@munsch.com.

4.

Due to the ongoing Chapter 15 Proceeding, litigation involving claims against the Debtors, including Energera America, is automatically stayed pursuant to 11 U.S.C.A. § 362 (the "Automatic Stay").

5.

Any action taken against the Debtors without obtaining relief from the Automatic Stay from the Bankruptcy Court may be void *ab initio* and may result in a finding of contempt for violation of the Automatic Stay. The Receiver reserves and retains its statutory right to seek relief in the Bankruptcy Court from any judgment, order, or ruling entered in violation of the Automatic Stay.

PETTIETTE, ARMAND, DUNKELMAN,
WOODLEY & CROMWELL, LLP
400 Texas Street, Suite 400 (71101)
P.O. Box 1786
Shreveport, LA 71166-1786
(318) 221-1800
(318) 226-0390 (fax)
darmand@padwbc.com (e-mail)
mbro@padwbc.com (e-mail)

BY: Meredith Bro
DONALD ARMAND, JR. (#17444)
MEREDITH P. BRO (#39563)

ATTORNEYS FOR ENERGERA AMERICA, INC.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Notice has been served on all counsel of record via electronic mail on this the 13th day of April, 2026 in Shreveport, Caddo Parish, Louisiana.

Meredith Bro
OF COUNSEL

This is **Exhibit "E"** referred to in the
Affidavit of **AUSTIN BERLINER**sworn before me
this 4th day of August 2026.

Vangie Byers

A Notary Public in and for
the State of Texas

VANGIE BYERS
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
JULY 22, 2028
NOTARY ID: 135002431

United States Bankruptcy Court
Southern District of Texas
ENTERED
May 04, 2026
Nathan Ochsner, Clerk

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	Chapter 15
	§	
ENERGERA, INC. *et al.*,[1]	§	Case No. 26-90433 (ARP)
	§	
Debtors in a Foreign Proceeding.	§	(Jointly Administered)
	§	

ORDER GRANTING PETITION FOR (I) RECOGNITION OF A FOREIGN PROCEEDING, (II) RECOGNITION OF THE FOREIGN REPRESENTATIVE, AND (III) RELATED RELIEF UNDER CHAPTER 15 OF THE BANKRUPTCY CODE

Upon consideration of the *Verified Petition for (I) Recognition of Foreign Proceeding, (II) Recognition of the Foreign Representative, and (III) Related Relief under Chapter 15 of the Bankruptcy Code* (the "Verified Petition"; and together with the official form petitions filed concurrently therewith, the "Petition"),[2] filed by the Foreign Representative as a "foreign representative" of the above-captioned debtors (the "Debtors"); and upon the hearing on the Petition and this Court's review and consideration of the Petition, and the Supporting Declarations, IT IS HEREBY FOUND AND DETERMINED THAT:[3]

A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § and 1334.

B. Venue is proper before this Court pursuant to 28 U.S.C. § 1410. This Court may enter a final order consistent with Article III of the United States Constitution.

[1] The jointly administered chapter 15 debtors, each subject to the Canadian Receivership, are Energera Inc. f/k/a Frac Shack Inc.; Energera America Inc. f/k/a Frac Shack America Inc.; and Sandtinel LLC.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Verified Petition.

[3] The findings and conclusions set forth herein and in the record of the hearing on the Petition constitute this Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the findings of fact herein constitute conclusions of law, they are adopted as such.

C. Good, sufficient, appropriate and timely notice of the filing of the Petition and the hearing on the Petition has been given by the Foreign Representative, pursuant to Bankruptcy Rule 2002(q), via email and/or first class mail to: (a) the Office of the United States Trustee; (b) the United States Attorney for the Southern District of Texas; (c) all persons or bodies authorized to administer the Canadian Proceeding; (d) all parties to litigation pending in the United States in which the Debtors are a party as of the date hereof, if any; (e) all known equity holders of the Debtors; (f) all parties against whom the Debtors are seeking relief pursuant to section 1519 of the Bankruptcy Code; and (g) such other parties in interest that have requested notice pursuant to Bankruptcy Rule 2002.

D. No objections or other responses were filed.

E. This chapter 15 case was properly commenced pursuant to sections 1504, 1509, and 1515 of the Bankruptcy Code.

F. The Foreign Representative is the duly appointed "foreign representative" of the Debtors as such term is defined in section 101(24) of the Bankruptcy Code. The Foreign Representative has satisfied the requirements of section 1515 of the Bankruptcy Code and Bankruptcy Rule 1007(a)(4).

G. The Canadian Proceeding is entitled to recognition by this Court pursuant to section 1517 of the Bankruptcy Code.

H. The Canadian Proceeding is pending in Canada, where the Debtors have their "center of its main interests" as referred to in section 1517(b)(1) of the Bankruptcy Code. Accordingly, the Canadian Proceeding is a "foreign main proceeding" pursuant to section 1502(4) of the Bankruptcy Code and is entitled to recognition as a foreign main proceeding pursuant to section 1517(b)(1) of the Bankruptcy Code.

I. The relief granted hereby is necessary to effectuate the purposes and objectives of chapter 15 and to protect the Debtors and their interests.

BASED ON THE FOREGOING FINDINGS OF FACT AND AFTER DUE DELIBERATION AND SUFFICIENT CAUSE APPEARING THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Petition is granted.

2. The Canadian Proceeding is recognized as a foreign main proceeding pursuant to section 1517 of the Bankruptcy Code, and all the effects of recognition as set forth in section 1520 of the Bankruptcy Code shall apply.

3. Upon entry of this order (this "Order"), the Canadian Proceeding and all prior orders of the Canadian Court shall be and hereby are granted comity and given full force and effect in the United States.

4. The Foreign Representative is granted all of the relief afforded under section 1520 of the Bankruptcy Code, including the following:

A. sections 361 and 362 apply with respect to the Debtors and the property of the Debtors that are within the territorial jurisdiction of the United States;

B. sections 363, 549, and 552 apply to a transfer of an interest of the Debtors in property that is within the territorial jurisdiction of the United States to the same extent that the sections would apply to property of an estate;

C. unless the court orders otherwise, the Foreign Representative, as foreign representative, may operate the Debtors' business and may exercise the rights and powers of a trustee under and to the extent provided by sections 363 and 552; and

D. section 552 applies to property of the Debtors that are within the territorial jurisdiction of the United States.

5. Pursuant to section 1524 of the Bankruptcy Code, the Foreign Representative may intervene in any proceeding in a State or Federal court in the United States in which the Debtors are a party.

6. Pursuant to section 1523(a) of the Bankruptcy Code, the Foreign Representative has standing in a case concerning the Debtors pending under another chapter of this title to initiate actions under sections 522, 544, 545, 547, 548, 550, 553, and 724(a) of the Bankruptcy Code.

7. The following additional relief is granted pursuant to section 1521 of the Bankruptcy Code:

A. The commencement or continuation of any action or proceeding concerning the assets, rights, obligations or liabilities of the Debtors, including any action or proceeding against A&M in its capacity as Foreign Representative, to the extent not stayed under section 1520(a) of the Bankruptcy Code, is hereby stayed;

B. Execution against the assets of the Debtors to the extent not stayed under section 1520(a) of the Bankruptcy Code is hereby stayed;

C. The administration or realization of all or part of the assets of the Debtors within the territorial jurisdiction of the United States is hereby entrusted to the Foreign Representative, and the terms of the Receivership Order shall apply to the Debtors, its creditors, the Foreign Representative, and any other parties-in-interest, and the Foreign Representative is authorized to implement the Receivership Order;

D. The right of any person or entity, other than the Foreign Representative, to transfer or otherwise dispose of any assets of the Debtors to the extent not suspended under section 1520(a) of the Bankruptcy Code is hereby suspended unless authorized in writing by the Foreign Representative or by Order of this Court;

E. The banks and financial institutions with which the Debtors maintain bank accounts or on which checks are drawn or electronic payment requests made in payment of obligations are authorized and directed to continue to service and administer the Debtors' bank accounts without interruption and in the ordinary course and to receive, process, honor and pay any and all such checks, drafts, wires and automatic clearing house transfers issued, whether before or after the date of this Order and drawn on the Debtors' bank accounts by respective holders and makers thereof and at the direction of the Foreign Representative or the Debtors, as the case may be;

F. Section 365(e) of the Bankruptcy Code shall apply with respect to the Debtors' executory contracts and unexpired leases such that, notwithstanding any provision in any such contract or lease or under applicable law, no executory contract or unexpired lease with any of the Debtors may be terminated, cancelled, or modified (and any rights or obligations in such leases or contracts cannot be terminated or modified) solely because of a provision in any contract or lease of the kind described in sections 365(e)(1)(A), (B), or (C) of the Bankruptcy Code, and all contract and lease counterparties located within the United States shall be prohibited from taking any steps to terminate, modify, or cancel any contracts or leases with the Debtors arising from or relating in any way to any so-called "ipso facto" or similar clauses;

G. The Foreign Representative may undertake the examination of witnesses, the taking of evidence, the production of documents, or the delivery of information concerning the assets, affairs, rights, obligations or liabilities of the Debtors; and

8. All prior relief granted in the *Order Granting Foreign Representative's Request for Provisional Relief Pursuant to 11 U.S.C. § 1519* is hereby extended on a final basis, to the extent not inconsistent with the relief granted under this Order.

9. This Court retains exclusive jurisdiction with respect to the enforcement, amendment or modification of this Order, any request for additional relief or any adversary proceeding brought in and through this chapter 15 proceeding, and any request by an entity for relief from the provisions of this Order, for cause shown, that is properly commenced and within the jurisdiction of this Court.

10. The security provision provided in Rule 65(c) of the Federal Rules of Civil Procedure, made applicable through Rule 7065 of the Bankruptcy Rules, is unnecessary in these cases and is, therefore, waived.

11. The Foreign Representative is hereby established as the representative of the Debtors with full authority to administer the Debtors' assets and affairs in the United States.

12. The Foreign Representative and the Debtors and their respective agents are authorized to serve or provide any notices required under the Bankruptcy Rules or the Bankruptcy Local Rules of this Court.

13. No action taken by the Foreign Representative or the Debtors or their respective successors, agents, representatives, advisors or counsel in preparing, disseminating, applying for, implementing or otherwise acting in furtherance of or in connection with the Canadian Proceeding, this Order, this chapter 15 case or any adversary proceeding herein, or contested matters in

connection therewith, will be deemed to constitute a waiver of any immunity afforded the Foreign Representative, including, without limitation, pursuant to section 1510 of the Bankruptcy Code.

14. The Foreign Representative is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

15. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

16. This Order applies to all parties in interest in this chapter 15 case and all of their agents, employees and representatives, and all those who act in concert with them who receive notice of this Order.

Signed: May 04, 2026

Alfredo R Pérez
United States Bankruptcy Judge