



with Energera and Energera America, the “Debtors”) pursuant to the *Consent Receivership Order* dated and pronounced on March 17, 2026 (the “Receivership Order”)<sup>1</sup> was entered by the Court of King’s Bench of Alberta in Judicial Centre of Edmonton, Alberta, Canada, Court File No. 2603-02889 (the “Canadian Court” and the “Canadian Proceeding”), pending under Canada’s *Bankruptcy and Insolvency Act* (“BIA”), respectfully submits this chapter 15 verified petition (the “Verified Petition”; and together with the official form petition filed concurrently herewith, the “Petition”) for recognition of the Canadian Proceeding pursuant to section 1517 of title 11 of the United States Code (the “Bankruptcy Code”). By its Petition, the Receiver requests (a) recognition of the Canadian Proceeding as a foreign main proceeding or, in the alternative, as a foreign nonmain proceeding; (b) recognition of the Receiver as the foreign representative of the Debtors; and (c) relief pursuant to sections 1520 and 1521 of the Bankruptcy Code.

In support of the Petition, the Receiver has filed contemporaneously herewith the (a) *Declaration of Orest Konowalchuk in Support of (A) Verified Petition for (I) Recognition of Foreign Proceeding, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code and (B) Emergency Motion for Provisional Relief Pursuant to the Bankruptcy Code Section 1519* (the “Konowalchuk Declaration”) and (b) *Declaration of Foreign Counsel* (the “Kashuba Declaration”; and together with the Konowalchuk Declaration, the “Supporting Declarations”), which are incorporated herein by reference.

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<sup>1</sup> A certified copy of the Receivership Order is attached hereto as **Exhibit 1** and can also be downloaded free of charge at Alvarez & Marsal Canada Inc.’s website: <https://www.alvarezandmarsal.com/Energera> and is incorporated herein for all purposes. Energera International Inc. (formerly known as Frac Shack International Inc.) (“Energera International”) is a Canadian entity that is also part of the Canadian Proceeding and subject to the Receivership Order, but is not a chapter 15 debtor.

## I. PRELIMINARY STATEMENT

1. The Debtors, along with affiliate Energera International, are members of an integrated, multinational energy technology group (collectively, the “Energera Group”) headquartered in Spruce Grove, Alberta, Canada. The Energera Group carries on an energy technology business in the oilfield services industry that consists of two principal operating divisions: (a) the Frac Shack Division, which provides automated, self-contained fuel delivery systems for hydraulic fracturing operations, and (b) the Sandtinel Division, which provides advanced non-cyclonic sand separation and monitoring technologies. Specifically, Energera provides services across Canada (including Alberta and British Columbia); Energera America and Sandtinel provides services in numerous states within the United States, including Alaska, Colorado, Louisiana, New Mexico, North Dakota, Ohio, Pennsylvania, Texas, and Wyoming; and non-chapter 15 debtor Energera International provides services in Argentina. The Energera Group employs over 100 individuals with approximately half of its workforce based in Alberta.

2. On March 17, 2026, the Canadian Court entered the Receivership Order, appointing the Receiver to take control over all the Debtors’ current and future assets, undertakings, and properties of every nature and kind whatsoever, and wherever situated, pursuant to section 243(1) of the BIA. The Receivership Order was entered after the Canadian Court heard and considered competing applications: (a) the receivership application filed by Royal Bank of Canada (“RBC”), as administrative agent (the “Agent”) for a syndicate of lenders (the “Syndicate”), and (b) a cross-application by the Debtors for an initial order under Canada's Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36 (the “CCAA”). The Canadian Court granted the receivership and denied the CCAA application, finding that a BIA receivership was more appropriate in the circumstances.

3. The Receivership Order provides the Receiver with broad powers analogous to those afforded to a chapter 7 trustee under the Bankruptcy Code. The Receivership order provides

the Receiver with control over the Debtors' assets and affairs, stays all actions against the Debtors and the Property, and authorizes the Receiver to seek recognition of the Receivership Order in foreign jurisdictions, including the United States. Because the Debtors have substantial assets and active operations in the United States — principally owned by (a) Energera and leased to Energera America, a Delaware corporation operating in approximately 13 states, and (b) Sandtinel, a Delaware limited liability company owning its own assets and operating in approximately 6 states — the Receiver files this Petition and seeks the protections afforded by chapter 15 of the Bankruptcy Code to facilitate the ongoing administration of the Canadian Proceeding.

## **II. RELIEF REQUESTED**

4. The Receiver requests entry of an order, substantially in the form attached hereto (the "Proposed Order"), (a) granting the Petition and recognizing the Canadian Proceeding as a foreign main proceeding or, in the alternative, as a foreign nonmain proceeding, and granting all of the relief afforded to such proceedings, pursuant to sections 1517(a) and (b) and 1520 of the Bankruptcy Code; (b) recognizing the Receiver as the foreign representative of the Debtors; (c) granting additional relief pursuant to section 1521 of the Bankruptcy Code; and (d) granting such other relief as the Court deems just and proper.

## **III. JURISDICTION AND VENUE**

5. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(P). The Debtors confirm their consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), to the entry of a final order by the Court in connection with this Petition to the extent that it is later determined that this Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

6. This chapter 15 case has been properly commenced pursuant to sections 1504 and 1509 of the Bankruptcy Code by the filing of a petition for recognition of the Canadian Proceeding under section 1515 of the Bankruptcy Code.

7. Venue is proper pursuant to 28 U.S.C. § 1410(3). Among other reasons, Energera, the parent company and lead debtor, has property and other interests throughout the United States, including in Alaska, Colorado, Louisiana, New Mexico, North Dakota, Ohio, Pennsylvania, Texas, and Wyoming. Energera America is party to litigation pending in the United States District Court for the Southern District of Texas and in District Court in multiple Texas counties, including in Harris County. The Debtors, by and through the Receiver, selected counsel located in Houston, Texas, in part because of its preexisting familiarity with counsel, this Court's extensive experience with chapter 15 proceedings, and interested parties' ease of access to the Court. Furthermore, the principal decision-makers for the Debtors, including the Receiver, are located in Canada.

8. The basis for the relief requested herein is sections 105(a), 362, 363, 1504, 1507, 1510, 1515, 1517, 1520, and 1521 of the Bankruptcy Code.

#### **IV. RELEVANT BACKGROUND**

##### **A. The Debtors' Business**

9. Energera is a corporation incorporated under the laws of the Province of Alberta and is the parent company of the Energera Group. The Energera Group's corporate structure is as follows:

(a) Energera America is a Delaware corporation that serves as the primary holding entity for the Energera Group's United States operations. Energera America is registered to carry on operations in approximately 13 U.S. states. Energera America is a direct, wholly-owned subsidiary of Energera and a Borrower under the Credit Agreement.

(b) Sandtinel is a Delaware limited liability company that is 100% owned by Energera America. Sandtinel is registered to carry on operations in approximately 6 U.S. states. Sandtinel is a guarantor under the Credit Agreement (defined below).

(c) Energera also holds a controlling 51% equity interest in Frac Shack Sociedad Por Acciones Simplificada, an Argentine entity that is structurally excluded from the definition of “Loan Party” under the Credit Agreement. This entity is not part of these chapter 15 proceedings.

(d) Energera International is federally incorporated under the laws of Canada and is extra-provincially registered in Alberta and British Columbia. Energera International is a direct, wholly-owned subsidiary of Energera and a Borrower under the Credit Agreement. This entity is not part of these chapter 15 proceedings.

(e) Sand Separation Technologies Inc. (formerly known as 2233423 Alberta Ltd.), an Alberta corporation that was previously a 100% owned subsidiary of Energera and a co-borrower under prior credit agreements, was dissolved effective December 31, 2024, as part of a corporate streamlining initiative. As such, it is also not part of these chapter 15 proceedings.

10. The Energera Group’s core operations include the provision of automated, self-contained, and self-sufficient fuel delivery systems for hydraulic fracturing and the separation of solids from produced liquids with reduced methane emissions relative to competitors. The Energera Group's business comprises two principal operating divisions:

(a) The Frac Shack Division provides automated hydraulic fracturing fueling solutions that support diesel, bi-fuel, and natural gas-powered frac fleets. These modular, self-contained, and fully mobile units facilitate the transition from traditional fuel sources to natural gas, significantly improving safety and environmental performance during pressure pumping operations.

(b) The Sandtinel Division focuses on advanced non-cyclonic flowback sand separation and monitoring technologies. Its patented vessels are engineered to eliminate produced sand as wells are brought online, protecting downstream equipment, reducing downtime, and significantly reducing methane emissions during flowback.

11. The Energera Group's operations are highly integrated and managed centrally from its global headquarters located in Spruce Grove, Alberta. The Energera Group maintains active operations and assets across Alberta, British Columbia, Alaska, Colorado, Louisiana, New Mexico, North Dakota, Ohio, Oklahoma, Pennsylvania, Texas, Utah, West Virginia, Wyoming, and Argentina.

12. For the foreseeable future, the Receiver intends to maintain the going-concern Energera Group business and thus has retained substantially all of the Debtors' over 100 employees (of which approximately half are based in Alberta) to continue operations and assist with the Receivership proceedings and sale process, described further below.

13. The Debtors have significant assets throughout the United States in the form of specialized oilfield equipment supporting the Energera (Frac Shack) and Sandtinel divisions. If not currently deployed to customer sites, the Debtors' United States assets are generally held at leased storage areas or yards in Pennsylvania, Texas, and Wyoming, among other locations. Certain assets are currently held for refurbishment and repair with a vendor in Monahans, Texas.

**B. The Debtors' Creditors**

14. Energera, Energera International, and Energera America (collectively, the "Borrowers") are the borrowers, and Sandtinel is a guarantor, under a Third Amended and Restated Credit Agreement dated June 28, 2024, as subsequently amended by a First Amending Agreement dated September 27, 2024 (as amended, the "Credit Agreement"). The Syndicate currently consists of RBC (as Agent), National Bank of Canada, ATB Financial, and Export Development Canada.

15. Pursuant to the Credit Agreement, the Syndicate made available: (a) a syndicated non-revolving term credit facility in the maximum principal amount of CAD \$49,700,000, and (b) an operating facility in the maximum principal amount of CAD \$7,500,000, with RBC as the sole operating lender. Both facilities were scheduled to mature on September 27, 2026.

16. To secure the obligations under the Credit Agreement, the Debtors granted various security interests (collectively, the “Security”), including guarantees, general security agreements, fixed and floating charge demand debentures, debenture pledge agreements, a pledge and security agreement, and a mortgage, assignment of leases and rents, security agreement, financing statement and fixture filing. The security interests were duly registered in the applicable personal property registries in Canada and the United States.

17. Beginning in 2024, the Energera Group encountered financial difficulties and began defaulting under the Credit Agreement. The defaults included failures to maintain required financial covenants—specifically, the ratio of consolidated net funded debt to EBITDA—as well as failures to provide timely financial statements, enter required interest rate hedging agreements, maintain minimum liquidity, and deliver required officer's certificates. The Agent issued reservation of rights letters to Energera on January 25, 2025, and November 19, 2025.

18. To provide time for the Energera Group to resolve its financial difficulties, the parties entered into a Forbearance Agreement on February 14, 2025, pursuant to which the Syndicate agreed to forbear from accelerating the obligations under the Credit Agreement and enforcing its rights against the Debtors. The Forbearance Agreement was subsequently amended five times—on March 31, May 15, May 22, and July 28, 2025, and finally on November 19, 2025—ultimately extending the forbearance period through January 31, 2026. As a condition of the Third Amending Agreement, the Debtors were required to execute a Consent

Receivership Order and covenant not to oppose a receivership application upon the expiry of the forbearance period.

19. The forbearance period expired without renewal on January 31, 2026, after the Syndicate declined to grant any further extensions. As a result of the continuing defaults and the expiry of the forbearance period, the indebtedness became immediately due and payable. On February 6, 2026, with unanimous consent from the Syndicate, the Agent issued demands for full repayment and served Notices of Intention to Enforce Security under Section 244(1) of the BIA.

20. As of February 2, 2026, the outstanding indebtedness owing by the Borrowers to the Syndicate under the Credit Agreement was CAD \$39,061,058.27, plus accrued and accruing interest, costs, expenses, and other obligations.

21. The Debtors have approximately seventy-eight (78) unsecured creditors, which generally includes suppliers, utility providers, governmental and taxing authorities, and other vendors, with unpaid trade balances totaling approximately \$498,334 as of March 23, 2026. This total does not include any litigation claims against the Debtors that are presently unliquidated. A list of the known pending litigation involving the Debtors is attached hereto as **Exhibit 2**.

**C. The Receiver**

22. The Receiver is a corporation formed under the laws of Canada pursuant to the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, and consented to act as Receiver for the Debtors on February 9, 2026. The Consent Receivership Order was agreed to by the Debtors on May 22, 2025, but was pronounced and came into effect on March 17, 2026.

**D. Debtors' U.S. Bank Accounts and Intercompany Transactions**

23. Insofar as known to the Receiver, the Debtors maintain four operating bank accounts (two maintained by Energera America, one by Sandtinel, and one by Energera)

(collectively, the “U.S. Accounts”) at HSBC Bank USA NA (“HSBC”) in the United States. The Receiver needs to ensure and retain access to the U.S. Accounts because, among other reasons, receivables from Energera America and Sandtinel are being deposited in the accounts during the Debtors’ transition into receivership. In the ordinary course of business, the Debtors engage in intercompany transactions with other members of Energera Group, and the Debtors’ sources and uses of cash are directly or indirectly dependent upon the operations of the Energera Group.

**D. The Canadian Receivership Proceeding**

24. On March 17, 2026, the Canadian Court pronounced and made effective the Receivership Order pursuant to section 243(1) of the BIA and the Receivership Order was entered on March 18, 2026. Entry of the Receivership Order was the result of the Canadian Court’s determination that a BIA receivership was more appropriate than a CCAA proceeding. In reaching this determination, Justice Feasby found, among other things, that (a) the Syndicate had been patient with the Debtors, having entered into a Forbearance Agreement that was amended five times over the course of approximately one year; (b) the Debtors had already been given the opportunity to run a sales and investment solicitation process during the forbearance period, which contacted 187 parties but failed to generate an offer sufficient to repay the Syndicate’s indebtedness; (c) as a condition of the Third Amending Agreement to the Forbearance Agreement, the Debtors had executed a *Consent Receivership Order* and agreed not to oppose a receivership application; and (d) the additional costs of a CCAA proceeding were not justified where the Syndicate appeared to be the only stakeholder with a significant economic interest.

25. The Receivership Order appointed the Receiver over the estates of the Debtors. (Receivership Order ¶ 3). The Receivership Order specifically authorizes the Receiver to act “as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.” (Receivership Order ¶ 32). It empowers

and authorizes the Receiver to take various steps involving the property of the Debtors subject to the Canadian Proceeding. (Receivership Order ¶ 4). The Receivership Order grants the Receiver access to, *inter alia*, all of the Debtors' books, records, contracts, and information. (Receivership Order ¶¶ 5-7). Additionally, the Receivership Order imposes a stay of initiation or continuation of proceedings against the Receiver, and the Debtors and their estates. (Receivership Order ¶¶ 8-12).

26. The Receivership Order also grants the Receiver a charge (the "Receiver's Charge") on all the Debtors' current and future assets, undertakings, and properties of every nature or kind whatsoever, and wherever located, including all proceeds thereof (collectively, the "Property") to secure payment of the reasonable fees and expenses of the Receiver and its counsel. (Receivership Order ¶ 19). The Receiver's Charge shall not exceed the aggregate amount of CAD \$1,000,000 and shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges, and encumbrances in favor of any person, subject to certain statutory exceptions under the BIA. *Id.*

27. The Receivership Order further authorizes the Receiver 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 CAD \$5,000,000.00 (or such greater amount as the Canadian Court may by further order authorize) on the terms authorized therein. (Receivership Order ¶ 22).

28. The Receivership Order includes a request by the Canadian Court for "aid and recognition of any court . . . having jurisdiction in Canada or in any foreign jurisdiction to give effect to [the Receivership Order] and to assist the Receiver and its agents in carrying out the terms of [the Receivership Order]." (Receivership Order ¶ 31).

29. The Receiver shall continue to operate the Debtors' business, including collection of all outstanding receivables and preservation of estate assets, for the benefit of the creditors pending sale of the assets or some other disposition of the Canadian Proceeding.

**E. Sale and Investment Process**

30. As a term of the Third Amending Agreement to the Forbearance Agreement (dated May 22, 2025), the Debtors were required to conduct a sale and investment solicitation process (the "Pre-Receivership SISP"). The retained deal advisory firm made outreach to 187 parties in connection with the Pre-Receivership SISP. The only expressions of interest received proposed terms that fell significantly short of repaying the Syndicate's indebtedness.

31. Following entry of the Receivership Order, the Receiver is authorized to market and sell all or any of the Property, with or without further court approval depending on the transaction value. (Receivership Order ¶ 4(1)).

32. The Receiver anticipates conducting a further sale process for the Debtors' assets, which may include substantially all of the assets of the Energera Group marketed as a going concern or on a divisional or piecemeal basis. The Receiver believes that chapter 15 recognition is necessary to protect and preserve the Debtors' assets and going-concern enterprise, to domesticate the Receivership Order for all purposes, including to effectuate control of the U.S. Accounts, to stay pending and any future litigation to preserve the Debtors' limited resources, and to successfully conduct a sale process with respect to the Debtors' substantial U.S. assets and operations.

**V. BASIS FOR RECOGNITION UNDER BANKRUPTCY CODE**

33. Chapter 15 of the Bankruptcy Code is designed to promote cooperation and comity between courts in the United States and foreign courts and to protect and maximize the value of debtor assets. Consistent with these principles, the Receiver, as proposed foreign representative,

commenced this ancillary proceeding for the Debtors under chapter 15 of the Bankruptcy Code to obtain recognition of the Canadian Proceeding, specifically including the Receivership Order, and certain relief consistent with Canadian law and protections afforded by the Bankruptcy Code. The Receiver believes that this chapter 15 case will complement the Debtors' primary proceeding in Canada to ensure the effective and economic administration of the Debtors' estates and prevent parties from taking action in the United States that would jeopardize these efforts.

**A. The Debtors are Eligible for Chapter 15 Relief**

34. The Debtors are each eligible to be a debtor in a chapter 15 proceeding. Section 109(a) of the Bankruptcy Code provides that "only a person that resides or has a domicile, a place of business, or property in the United States . . . may be a debtor under this title." 11 U.S.C. § 109(a). Section 103(a)(1) of the Bankruptcy Code makes section 109 thereof applicable in chapter 15 cases, and courts have applied section 109(a) of the Bankruptcy Code to determine chapter 15 eligibility. 11 U.S.C. § 103(a)(1); *see, e.g., Drawbridge Special Opportunities Fund LP v. Barnett (In re Barnett)*, 737 F.3d 238, 247 (2d Cir. 2013).

35. Each of the Debtors satisfies section 109(a) of the Bankruptcy Code. Energera is a Canadian corporation which owns assets that are leased to Energera America and deployed across the United States, holds certain intercompany claims against its U.S. subsidiary Debtors, and has retained Houston-based counsel (and paid a retainer thereto) for the benefit of the Debtors. Energera America is a Delaware corporation that controls two of the U.S. Accounts; has property interests in equipment and vehicles in the United States; and conducts business in Alaska, Colorado, Louisiana, New Mexico, North Dakota, Pennsylvania, Ohio, Texas, Wyoming and other states. Sandtinel is a Delaware limited liability company that owns equipment and operates in Colorado, New Mexico, North Dakota, Texas, and Wyoming. Energera America and Sandtinel are

wholly-owned subsidiaries of Energera, and each of the Debtors are the subject of the Receivership Order and under the control of the Receiver in accordance with Canadian law.

**B. Canadian Proceeding Qualifies for Recognition Under Chapter 15**

36. Section 1517(a) of the Bankruptcy Code provides that, after notice and hearing, a court shall enter an order recognizing a foreign proceeding as a foreign main (or nonmain) proceeding if (1) such foreign proceeding is a foreign main (or nonmain) proceeding within the meaning of section 1502 of the Bankruptcy Code; (2) the foreign representative applying for recognition is a person or body; and (3) the petition meets the requirements of section 1515 of the Bankruptcy Code. *See* 11 U.S.C. § 1517(a). The Canadian Proceeding, the Foreign Representative, and the Petition satisfy each of the foregoing requirements.

(1) **Canadian Proceeding is a Pending Foreign Main or, in the Alternative, Nonmain Proceeding**

***a. Canadian Proceeding is a Foreign Proceeding***

37. Section 101(23) of the Bankruptcy Code defines “foreign proceeding” as:

A collective judicial or administrative proceeding in a foreign country, including an interim proceeding, under a law relating to insolvency or adjustment of debt in which proceeding the assets and affairs of the debtor are subject to control or supervision by a foreign court, for the purpose of reorganization or liquidation.

11 U.S.C. § 101(23).

38. The Canadian Proceeding satisfies the definition of “foreign proceeding.” The affairs of the Debtors are “under a law relating to insolvency” through the BIA, and “subject to control or supervision by a foreign court, for the purpose of reorganization or liquidation” through the appointment of the court-appointed Receiver and through the anticipated sale process.

39. The BIA is one of two pieces of federal legislation in Canada applicable to bankruptcies and insolvencies.<sup>2</sup> The BIA governs both voluntary and involuntary bankruptcy liquidations and provides for debtor reorganizations.

40. The BIA also authorizes the appointment of a court-appointed receiver upon a secured creditor's application. BIA at § 243(1). Such court-appointed receivers are given a mandate and specific powers as set out in the order appointing the receiver. These duties typically include: (a) taking possession and control of the property and assets of the debtor; (b) marketing and selling such property and assets in a commercially reasonable manner (whether as a going concern, en-bloc, or otherwise) and under the supervision and approval of the appointing court; and (c) distributing the proceeds of such sales to the stakeholders in accordance with the legal entitlement. The appointing court has broad discretion to authorize the receiver to "take any other action that the court considers advisable." *Id.* at § 243(1)(c).

41. Under the BIA, a court-appointed receiver is a "national" receiver, with the ability to administer assets in each of Canada's ten (10) provinces and three (3) territories, typically without further order of provincial courts. The BIA and its related legislation, the CCAA, are federal legislation. Provincial legislative jurisdiction governs property and civil rights, potentially affecting some insolvency-related matters, similar to the interplay between state and federal law in the United States. The BIA provides a statutory framework for a court-appointed receiver to carry out its mandate on a national basis without reliance on the various provincial statutes or courts for its authority.

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<sup>2</sup> The second federal legislation in Canada concerning insolvencies is the *Companies' Creditors Arrangement Act*, which affords financially troubled corporations the opportunity to restructure their financial affairs through a "Plan of Arrangement." *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (Can.). The CCAA process is akin to chapter 11 of the Bankruptcy Code, affording companies an opportunity to restructure operations rather than liquidate. See *In re Fracmaster, Ltd.*, 237 B.R. 627, 629 n.3 (Bankr. E.D. Tex. 1999).

42. United States courts, specifically including this Court, have regularly recognized cases filed under Canada’s federal bankruptcy and insolvency statutes as “foreign proceedings.” *See, e.g., In re Flo-Back Equipment Inc.*, No. 24-90059, ECF No. 30 (Bankr. S.D. Tex. March 18, 2024); *In re BOS Solutions LTD.*, No. 20-32465, ECF No. 41 (Bankr. S.D. Tex. May 19, 2020); *In re Technicolor S.A.*, No. 20-33113, ECF No. 59 (Bankr. S.D. Tex. July 31, 2020); *In re Entrec Corp., et al.*, No. 20-32643, ECF No. 36 (Bankr. S.D. Tex. May 29, 2020); *In re Calmena Energy Servs. Inc.*, No 15-30786, ECF No. 17 (Bankr. S.D. Tex. March 5, 2015) (recognizing Canadian BIA receivership proceeding as foreign proceeding).

43. Accordingly, the Canadian Proceeding qualifies as a “foreign proceeding.”

***b. Canadian Proceeding is a Foreign Main Proceeding***

44. A foreign proceeding shall be recognized as a “foreign main proceeding” if it is pending in the country where the *center of main interest* (“COMI”) exists. 11 U.S.C. § 1517(b). Courts have developed five non-exhaustive factors in the determining a debtor’s COMI: (1) the location of those who actually manage the debtor; (2) the location of the debtor’s headquarters; (3) the location of the debtor’s primary assets; (4) the location of the majority of the debtor’s creditors or the majority of creditors affected by the case; and (5) the jurisdiction whose law would apply to most disputes. *See Lavie v. Ran (In re Ran)*, 607 F.3d 1017, 1023 (5th Cir. 2010) (citing *In re SPhinX, Ltd.*, 351 B.R. 103, 117 (Bankr. S.D.N.Y. 2006) *aff’d*, 371 B.R. 10 (S.D.N.Y. 2007)).

45. The first factor is commonly referred to as the “nerve center” or “principal place of business” test. *See Hertz Corp. v. Friend*, 559 U.S. 77, 80–81 (2010) (nerve center is where the corporation’s high level officers direct, control, and coordinate the corporation’s activities).

46. Canada is the Energera Group’s nerve center because the Debtors’ principal management resided and currently resides<sup>3</sup> in Canada prior to the appointment of the Receiver.<sup>4</sup> And, importantly, all of the Debtors are now controlled by the Receiver, which is located in Canada. *In re Oi Brasil Holdings Cooperatief U.A.*, 578 B.R. 169, 222 (Bankr. S.D.N.Y. 2017) (activities of foreign liquidators and administrators can be relevant to a COMI analysis); *see also In re Betcorp Ltd.*, 400 B.R. 266, 292 (Bankr. D. Nev. 2009) (in making COMI determination, the location of those that manage the debtor – the liquidators that had displaced management – found to be an important factor); *In re Suntech Power Holdings Co.*, 520 B.R. 399, 416 (Bankr. S.D.N.Y. 2014) (“[T]he court may consider the location of the debtor’s ‘nerve center,’ including from where the debtor’s activities are directed and controlled, in determining a debtor’s COMI.”). As set forth in the Receivership Order, the Receiver is authorized and empowered “to manage, operate and carry on the business of the [Debtors].” (Receivership Order ¶ 4(c)). The Receiver submits that the first factor establishes Canada as the Debtors’ COMI.

47. The remaining factors also, on balance, support a finding that Canada is the Debtors’ COMI. The Debtors’ senior secured debt obligations—representing the vast majority of the Debtors’ outstanding obligations—are owed to a Syndicate consisting entirely of Canadian financial institutions and are governed by Canadian law. The Debtors’ parent company is a Canadian company. The Energera Group’s global headquarters and approximately half of its workforce are located in Alberta, Canada.<sup>5</sup>

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<sup>3</sup> The Debtors’ CEO resigned on March 19, 2025, two days following entry of the Receivership Order. Substantially all of the Debtors’ other management continues to be employed.

<sup>4</sup> The Debtors have two members of senior management that reside in the United States, namely their Vice President, Sales, and Vice President, US Operations.

<sup>5</sup> The Receiver contends that the nerve center of the collective Debtors is unquestionably in Canada – in addition to significant operations in Canada by Energera, the U.S.-based debtors are controlled by their parent company and depend on equipment, management, and other resources owned and supplied by Energera. The Receiver nonetheless recognizes that Energera America and Sandtinel maintain an office of offices in the US.

48. Accordingly, the Receiver respectfully contends that the facts support a finding that the Canadian Proceeding is a foreign main proceeding with respect to the Debtors. *See In re Gandi Innovations Holdings, LLC, et. al.*, 2009 WL 2916908, at \*2 (Bankr. W.D. Tex. 2009) (finding COMI for Texas incorporated entity was in Canada because “nerve center” for Canadian debtor group was in Canada).

***c. Alternatively, the Canadian Proceeding is a Foreign Nonmain Proceeding***

49. If this Court concludes that the Canadian Proceeding is not a foreign main proceeding, the Canadian Proceeding should be recognized as a foreign nonmain proceeding pursuant to section 1502(5) of the Bankruptcy Code.

50. A “foreign nonmain proceeding” is defined as “a foreign proceeding, other than a foreign main proceeding, pending in a country where the debtor has an establishment.” *See* 11 U.S.C. § 1502(5); *see also* 11 U.S.C. § 1517(b)(2) (providing that an order of recognition as a “foreign nonmain proceeding” shall be entered “if the debtor has an establishment within the meaning of section 1502 in the foreign country where the proceeding is pending”). An establishment is “any place of operations where the debtor carries out a nontransitory economic activity.” 11 U.S.C. § 1502(2). “Nontransitory economic activity” is not defined in the Bankruptcy Code, but has been referred to as ‘a local place of business.’” *See In re Creative Fin. Ltd.*, 543 B.R. 498, 520 (Bankr. S.D.N.Y 2016) (holding that in order to have an establishment in a country a debtor must “conduct business in that country”); *see also In re Ran*, 607 F.3d 1017, 1027 (5th Cir. 2010) (holding that the definition of establishment requires “a place from which economic activities are exercised on the market (i.e. externally), whether the said activities are commercial, industrial or professional”); *In re Bear Stearns High-Grade Structured Credit Strategies Master Fund, Ltd.*, 374 B.R. 122, 131 (Bankr. S.D.N.Y 2007) (holding that the

requirements of a “place of operations” from which “economic activity” is conducted require a seat for local business activity that has a local effect on the markets).

51. When it is apparent that an entity conducts operations in the country where a foreign proceeding is pending, courts will recognize the proceeding as a foreign nonmain proceeding if foreign main proceeding recognition is denied. *See, e.g., In re SPhinX*, 351 B.R. at 122.

52. Based upon the facts set forth above, each of the Debtors have an undeniable “establishment” in Canada, and, therefore, the Receiver submits that recognition as a foreign nonmain proceeding is, at a minimum, warranted.

(5) **Receiver is a “Foreign Representative”**

53. Section 1517 of the Bankruptcy Code requires that a qualifying “foreign representative” apply for recognition of the foreign proceeding. Section 101(24) of the Bankruptcy Code defines “foreign representative” as follows:

The term “foreign representative” means a person or body, including a person or body appointed on an interim basis, authorized in a foreign proceeding to administer the reorganization or the liquidation of the debtor’s assets or affairs or to act as a representative of such foreign proceeding.

11 U.S.C. § 101(24).

54. The Receiver may serve as the “foreign representative” because it constitutes a “person or body.” “Person” is defined under section 101(41) of the Bankruptcy Code to include an individual, partnership or corporation. 11 U.S.C. § 101(41). Because the Receiver is a Canadian corporation, it qualifies as a “person” and can accordingly serve as a “foreign representative.” The Receiver has been specifically authorized in the Canadian Proceeding to act as the Debtors’ foreign representative. (Receivership Order ¶ 31). Additionally, the Receivership Order specifically states, “[t]he 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 . . . .” (Receivership Order ¶ 32).

55. Therefore, the Receiver is a foreign representative and the Court may presume as such. *See* 11 U.S.C. § 1516(b). Additionally, courts have previously considered a receiver appointed pursuant to section 243(1) of the BIA to be a duly authorized “foreign representative.” *See, e.g., In re Flo-Back Equipment Inc.*, No. 24-90059, ECF No. 30 (Bankr. S.D. Tex. March 18, 2024); *In re BOS Solutions LTD.*, No. 20-32465, ECF No. 41 (Bankr. S.D. Tex. May 19, 2020); *In re Baronet U.S.A. Inc.*, No. 07-13821, ECF No. 15 (Bankr. S.D.N.Y. Jan. 1, 2008).

(6) **The Receivership Order Satisfies Section 1515**

56. A petition for recognition shall be accompanied by any of the following:

- (1) A certified copy of the decision commencing such foreign proceeding and appointing the foreign representative;
- (2) A certificate from the foreign court affirming the existence of such foreign proceeding and of the appointment of the foreign representative; or
- (3) In the absence of evidence referred to in paragraphs (1) and (2), any other evidence acceptable to the court of the existence of such foreign proceeding and of the appointment of the foreign representative.

11 U.S.C. § 1515(b).

57. In compliance with section 1515(b) of the Bankruptcy Code, a certified copy of the Receivership Order from the Canadian Proceeding, which may be presumed authentic, is attached hereto as Exhibit 1. 11 U.S.C. § 1516(b).

58. For these reasons, (a) the Canadian Proceeding is a foreign main or, in the alternative, nonmain proceeding; (b) the Receiver is a foreign representative; and (c) the Petition meets the requirements of section 1515 of the Bankruptcy Code. Accordingly, the requirements for recognition of the Canadian Proceeding are satisfied.

## VI. BASIS FOR RELIEF UPON RECOGNITION

59. To support the Receiver's efforts to efficiently maximize value for creditors through the anticipated sale process, the Receiver requests an order confirming the automatic relief granted upon recognition of a foreign proceeding and additional, discretionary relief under section 1521 of the Bankruptcy Code.

### B. Automatic Relief Afforded in a Foreign Main Proceeding

60. The Bankruptcy Code provides as a matter of right, upon recognition of a foreign proceeding as a “foreign main proceeding” the following:

- (1) sections 361 and 362 apply with respect to the debtor and the property of the debtor that is within the territorial jurisdiction of the United States;
- (2) sections 363, 549, and 552 apply to a transfer of an interest of the debtor in property that is within the territorial jurisdiction of the United States to the same extent that the sections would apply to property of an estate;
- (3) unless the court orders otherwise, the foreign representative may operate the debtor’s business and may exercise the rights and powers of a trustee under and to the extent provided by sections 363 and 552; and
- (4) section 552 applies to property of the debtor that is within the territorial jurisdiction of the United States.

11 U.S.C. § 1520(a).

61. Accordingly, pursuant to section 1520(a) of the Bankruptcy Code, the Receiver seeks entry of an order confirming applications of the delineated provisions of the Bankruptcy Code, including but not limited to the automatic stay provision of Bankruptcy Code section 362.

### C. Automatic Relief Afforded Whether or Not a Foreign Proceeding is Main

62. Certain additional relief is automatic upon recognition of a foreign proceeding, whether main or nonmain. Upon recognition of a foreign proceeding, the foreign representative may intervene in any proceedings in a State or Federal court in the United States in which the debtor is a party. 11 U.S.C. § 1524. Upon recognition of a foreign proceeding, the foreign representative has standing in a case concerning the debtor 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. 11 U.S.C. § 1523(a). Accordingly, the Receiver seeks relief to the fullest extent available pursuant to sections 1523(a) and 1524 of the Bankruptcy Code.

**D. Discretionary Relief Whether or Not a Foreign Proceeding is Main**

63. Certain discretionary relief is also available upon recognition of a foreign proceeding under section 1521 of the Bankruptcy Code. The court may grant relief under section 1521 of the Bankruptcy Code “only if the interests of the creditors and other interested entities, including the debtor, are sufficiently protected.” 11 U.S.C. § 1522(a). The Receiver contends that the discretionary relief requested, as described below, is necessary (to the extent not already granted by section 1520(a) of the Bankruptcy Code) for the benefit and protection of the Debtors, creditors, and parties-in-interest.

64. “Any appropriate” discretionary relief is available upon recognition of a foreign proceeding, whether or not main. 11 U.S.C. § 1521(a). In granting relief under section 1521 of the Bankruptcy Code to a representative of a foreign nonmain proceeding, the court must be satisfied that the relief relates to assets that, under the law of the United States, should be administered in the foreign nonmain proceeding or concerns information required in that proceeding. 11 U.S.C. § 1521(c). That relief includes:

- (1) Staying the commencement or continuation of an individual action or proceeding concerning the debtor’s assets, rights, obligations or liabilities to the extent they have not been stayed under section 1520(a);
- (2) Staying execution against the debtor’s assets to the extent it has not been stayed under section 1520(a);
- (3) Suspending the right to transfer, encumber or otherwise dispose of any assets of the debtor to the extent this right has not been suspended under section 1520(a);
- (4) providing for the examination of witnesses, the taking of evidence or the delivery of information concerning the debtor’s assets, affairs, rights, obligations or liabilities;
- (5) entrusting the administration or realization of all or part of the debtor’s assets within the territorial jurisdiction of the United States to the

- foreign representative or another person, including an examiner, authorized by the court;
- (6) extending relief granted under section 1519(a); and
  - (7) granting any additional relief that may be available to a trustee, except for relief available under sections 522, 544, 545, 547, 548, 550, and 724(a).

11 U.S.C. § 1521(a).

65. In addition, under section 1521(b) of the Bankruptcy Code, upon recognition of a foreign proceeding, whether main or nonmain, the court may entrust the distribution of all or part of the Debtors' assets located in the United States to the Foreign Representative, provided that the court is satisfied that the interests of creditors in the United States are sufficiently protected. The Receiver seeks all relief available pursuant to section 1521(a) of the Bankruptcy Code in order to carry out its responsibilities described in the Receivership Order.

**E. To the Extent Applicable, the Receiver's Requests Qualify for Injunctive Relief**

66. Pursuant to section 1521(e) of the Bankruptcy Code, for relief granted pursuant to Bankruptcy Code sections 1521(a)(1) (concerning staying of proceedings); (a)(2) (concerning staying execution against the debtor's assets); (a)(3) (concerning suspending the right to transfer, encumber or otherwise dispose of any assets); and 1521(a)(6) (concerning extending relief granted under section 1519(a)), the "standards, procedures, and limitations applicable to an injunction shall apply."

67. As an initial matter, the Receiver contends that the injunctive standards need not be satisfied because equivalent relief should be granted as a matter of right pursuant to section 1520(a) of the Bankruptcy Code. However, to the extent relevant, the standards are satisfied.

68. The factors for injunctive relief as stated in *Vitro, S.A.B. de C.V. v. ACP Master, Ltd. et al. (In re Vitro S.A.B. de C.V.)*, 455 B. R. 571, 580 (Bankr. N.D. Tex. 2011), are discussed below.

(1) **A substantial likelihood of success on the merits**

69. In the event the Canadian Proceeding is recognized as a foreign nonmain proceeding, the Receiver also submits that there is a substantial likelihood that the Court will determine that the relief requested in the Proposed Order is necessary to effectuate the purpose of chapter 15 and to protect the assets of the Debtors or the interests of the Debtors' creditors pursuant to section 1521(a) of the Bankruptcy Code.

70. Discretionary relief under section 1521 of the Bankruptcy Code is routinely granted upon recognition of a foreign proceeding. For instance, courts commonly approve stays,<sup>6</sup> approve debtor-in-possession financing,<sup>7</sup> and apply section 365 of the Bankruptcy Code.<sup>8</sup> Furthermore, a grant of discretionary relief under section 1521 of the Bankruptcy Code would promote uniformity in the administration and disposition of the Debtors' assets and would be consistent with the policies underlying the Bankruptcy Code. *Holland Am. Ins. Co. v. Succession of Roy*, 777 F.2d 992, 999 (5th Cir. 1985) (stating that "promoting uniformity in bankruptcy administration" is a goal of bankruptcy adjudication, in the context of a motion to withdraw the reference); *see also In re Vitro S.A.*, 701 F.3d 1031, 1044 (5th Cir. 2012) (stating that "one of Chapter 15's goals [is] the furtherance of cooperation between domestic and foreign courts in cross-border insolvency cases"). Accordingly, the Receiver submits that the requested discretionary relief under section 1521 of the Bankruptcy Code has a substantial likelihood of being granted. *See, e.g., In re*

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<sup>6</sup> *See, e.g., In re BOS Solutions LTD.*, No. 20-32465, ECF No. 41 (Bankr. S.D. Tex. May 19, 2020); *In re Technicolor S.A.*, No. 20-33113, ECF No. 59 (Bankr. S.D. Tex. July 31, 2020); *In re Entrec Corporation, et al.*, No. 20-32643, ECF No. 36 (Bankr. S.D. Tex. May 29, 2020). *See also In re Calmena Energy Svcs. Inc.*, No. 15-30786 (Bankr. S.D. Tex. Mar. 5, 2015), ECF No. 17.

<sup>7</sup> *See, e.g., In re Essar Steel Algoma Inc.*, No. 15-12271 (Bankr. D. Del. Dec. 2, 2015), ECF No. 100; *In re Crystallex Int'l Corp.*, No. 11-14074 (Bankr. D. Del. Apr. 26, 2012), ECF No. 111; *In re Biltrite Rubber (1984) Inc.*, No. 09-31423 (Bankr. N.D. Ohio Apr. 2, 2009), ECF No. 58; *In re Rock Well Petroleum Inc.*, No. 08-20802 (Bankr. D. Wy. Feb. 9, 2009), ECF No. 70.

<sup>8</sup> *See, e.g., Essar Steel Algoma*, No. 15-12271 (Bankr. D. Del. Dec. 2, 2015), ECF No. 100; *In re Newsat Ltd.*, No. 15-10810 (Bankr. D. Del. May 29, 2015), ECF No. 113; *In re Qimonda AG*, No. 09-14766 (Bankr. E.D. Va. Nov. 19, 2009), ECF No. 180.

*Rede Energia S.A.*, 515 B.R. 69, 91-92 (Bankr. S.D.N.Y. 2014) (“Chapter 15 thus provides courts with broad, flexible rules to fashion relief that is appropriate to effectuate the objectives of the chapter in accordance with comity.”).

(2) **A substantial threat of irreparable injury if protections are not ordered**

71. To the extent necessary to effectuate and complete its duties set forth in the Receivership Order, the Receiver continues to operate the Debtors’ business. Without relief recognizing the Receiver’s authority in the United States per the Receivership Order, including the staying of pending and potential future actions, the Receiver may be frustrated from fully performing its duties, and the value of the Debtors’ assets could be jeopardized. *See, e.g., In re Netia Holdings S.A.*, 278 B.R. 344, 352 (Bankr. S.D.N.Y. 2002) (“It is well established . . . that the dissipation of the finite resources of an insolvent estate constitutes irreparable injury.”); *In re MMG, LLC*, 256 B.R. 544, 555 (Bankr. S.D.N.Y. 2000) (“[I]rreparable harm exists whenever local creditors of the foreign debtor seek to collect their claims or obtain preferred positions to the detriment of other creditors.”).

72. To permit the Receiver to fulfill its obligations to the Debtors’ Canadian estates, the Receivership Order provides for substantially similar powers and protections pursuant to Canadian law as those afforded to a chapter 7 trustee under the Bankruptcy Code. Among others, the stay of all collection activities akin to Bankruptcy Code section 362, and the grant of specific authority for the Receiver to seek international recognition of the Receivership Order provide the Receiver with vital powers to maximize value for all rightful creditors.

73. Without recognition and enforcement of the Receivership Order to the fullest extent permitted by chapter 15 of the Bankruptcy Code, the Receiver will be unable to fully discharge its duties to all creditors.

(3) **The threatened injury to the movant outweighs any damage might caused to the opponent by section 1521 relief**

74. Any threatened injury to the Debtors outweighs any damage section 1521 relief might cause to opponents. The requested relief, if granted, would benefit the Debtor's creditors, as a whole, by ensuring an orderly liquidation and distribution of assets by and through the Canadian Proceeding, including the contemplated sales. *See, e.g., In re Basis Yield Alpha Fund (Master)*, Case No. 07-12762 (Bankr. S.D.N.Y. 2007), Dkt. No. 5 (stating that failing to issue a restraining order against creditors could, *inter alia*, "undermine the Foreign Representative's efforts to achieve an equitable result for the benefit of all of the Foreign Debtor's creditors"). Moreover, the Debtors' creditors and interested parties will receive proper notice and have the ability to participate in the Canadian Proceeding—or, as applicable, this proceeding—to protect any rights they may have with respect to the Debtors.

(4) **Section 1521 relief will not disserve the public interest**

75. Finally, the requested relief will not disserve the public interest. To the contrary, granting the relief serves the public interest by facilitating a cross-border process that will provide a benefit to all rightful creditors of the Debtors. *See, e.g., Cunard S.S. Co. Ltd. v. Salen Reefer Svcs. A.B.*, 773 F.2d 452, 458 (2d Cir. 1985) ("The granting of comity to a foreign bankruptcy proceeding enables the assets of a debtor to be dispersed in an equitable, orderly, and systematic manner, rather than in a haphazard, erratic or piecemeal fashion.").

76. For the above stated reasons, the relief sought is necessary and appropriate, in the interest of the public and international comity, consistent with United States public policy, and will not cause any hardship to any party in interest that is not outweighed by the benefits of granting the requested relief. In the event that the Court finds that the Canadian Proceeding is a foreign

nonmain proceeding, the relief requested herein is still appropriate because the relief may be, and should be, granted in the discretion of the Court.<sup>9</sup>

77. Accordingly, to the extent necessary, the Receiver submits that the Court should exercise its discretion in this matter to assure an economical, expeditious, and equitable administration of the Debtors' estates consistent with the Receivership Order. Without such relief, the Debtors will be exposed to the risk and costs of litigation and other actions against them, which is in violation of the stay provided in the Receivership Order, in contravention of the Receiver fulfilling its duties under applicable Canadian law, and thus threatens the Receiver's efforts to maximize value for the benefit of creditors.

**E. Additional Relief Under Section 1521(a)(7) is Appropriate**

78. Section 1521(a)(7) provides that, with certain exceptions, the Court may grant any additional relief that may be available to a trustee. 11 U.S.C. § 1521(a)(7). This provision does not require the application of injunction standards. 11 U.S.C. § 1521(e). The Debtors are parties to numerous executory contracts and unexpired leases, some of which may contain bankruptcy or insolvency ipso facto clauses. If counterparties to these agreements can unilaterally terminate or modify those agreements, the Receiver's ability to administer the Canadian Estates, including the assets and liabilities located in the United States, could be severely jeopardized. Pursuant to § 1521(a)(7), the Receiver requests that this Court order that subsection 365(e) of the Bankruptcy Code shall apply with respect to the termination or modification of any executory contracts or unexpired leases of the Debtors. Such relief is necessary to effectuate the purpose of chapter 15 and to protect the assets of the Debtors or the interests of the creditors. *See* 11 U.S.C. § 1521(a).

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<sup>9</sup> Courts have found that it is not required that an adversary proceeding be filed and served on all parties in interest in order to obtain injunctive relief available under chapter 15. *See, e.g., In re Ho Seok Lee*, 348 B.R. 799, 801 (Bankr. W.D. Wash. 2006) (adversary proceeding not required for chapter 15 injunctive relief).

79. In addition, the Debtors require the continued use of the U.S. Accounts to facilitate the Canadian Proceedings. Accordingly, the Debtors request an order authorizing HSBC to continue to deliver service and administer the U.S. Accounts in the ordinary course at the direction of the Receiver.

**VII. WAIVER OF FEDERAL RULE OF CIVIL PROCEDURE 65(C)**

80. Bankruptcy Rule 7065 expressly provides that “a temporary restraining order or preliminary injunction may be issued on application of a debtor, trustee, or debtor in possession without compliance with Rule 65(c).” To the extent rule 65 of the Federal Rules of Civil Procedure applies, the Receiver believes that the security requirements imposed by rule 65(c) are unwarranted under the circumstances and requests a waiver of such requirements pursuant to Bankruptcy Rule 7065.

**VIII. CONCLUSION**

81. For the reasons stated herein, and as set forth in the Supporting Declarations, the Receiver respectfully requests that this Court recognize the Canadian Proceeding as a foreign main proceeding, and grant the relief requested herein, or, in the alternative, requests recognition as a foreign nonmain proceeding, and that the Court grant the relief requested herein.

Dated: March 30, 2026.

Respectfully submitted,

**MUNSCH HARDT KOPF & HARR, P.C.**

/s/ John D. Cornwell

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***Counsel for Alvarez & Marsal Canada  
Inc., Solely in its Capacity as Court-  
Appointed Receiver and Manager of  
the Debtors***

**VERIFICATION OF PETITION**

I, Orest Konowalchuk, pursuant to 28 U.S.C. § 1746, hereby declare under penalty of perjury under the laws of the United States of America as follows:

I am the authorized foreign representative for Alvarez & Marsal Canada Inc., the court-appointed receiver and manager (the “Receiver”) for the Debtors. As such, I have full authority to verify the foregoing Petition on behalf of the Receiver for the Debtors.

I have read the foregoing Petition, and I am informed and believe that the factual allegations contained therein are true and accurate to the best of my knowledge, information, and belief.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: March 30, 2026.

*Alvarez & Marsal Canada Inc., Solely in its  
Capacity as Court-Appointed Receiver and  
Manager of the Debtors*

By: \_\_\_\_\_  
Orest Konowalchuk,  
Senior Vice President

**EXHIBIT 1**  
**Consent Receivership Order**

CERTIFIED *Wayne Segue*  
 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

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Lawyers for the Applicant, Royal Bank of Canada  
 File no.: 1001247662

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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

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**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 <sup>Cameron Bailey</sup>; and the Affidavit of Service of <sup>Joanna Van Ham</sup>, 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 immovable; 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.<sup>1</sup>

#### **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.

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<sup>1</sup> 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 (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 (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 (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 (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:

**EXHIBIT 2**

**LIST OF ALL KNOWN LITIGATION**

- a) Case No. 4:25-cv-01827; *Ricky St. Julien v Energera America, Inc. f/k/a Frac Shack America, Inc.*; in the Southern District Court of Texas – Houston Division;
- b) Cause No. 2022-78663; *Energera America, Inc. d/b/a Frac Shack v Spur Energy Partners LLC, CJ Holding Co., and NexTier Oilfield Solutions. Inc.*; in the 129<sup>th</sup> Judicial District Court of Harris County, Texas;
- c) Cause No. DCC-25-00439; *Jorge Casas v Energera America Inc. a/k/a Frac Shack America, Inc.*; in the County Court at Law of Midland County, Texas;
- d) Cause No. DCC-25-02630; *Energera America, Inc. f/k/a Frac Shack America, Inc. v G.F. Elite Real Estate Holdings Ltd.*; in the County Court at Law of Midland County, Texas;
- e) Cause No. DCC-25-00769; *Energera America Inc. f/k/a Frac Shack America, Inc. v Apex Pumps LLC, and Will Doroteo*; in the County Court at Law of Midland County, Texas;
- f) Cause No. CV61333; *Grayson Mill Operating, LLC v Energera America Inc.*; in the 385<sup>th</sup> Judicial District Court of Midland County, Texas;
- g) Case No: 25-067-DCCV-47583; *Energera America Inc. v Profrac Services Ltd.*; the 91<sup>st</sup> Judicial District of Eastland County, Texas;
- h) Case No: D-117-CV-2025-00458; *Jason Balderaz v Energera America Inc. & Dexter Prudhomme*; the First Judicial District Court, County of Rio Arriba, New Mexico;
- i) Case No: 85689; *Kenneth Epperson v Robert Lee South and Energera America, Inc.*; 42<sup>nd</sup> Judicial District Court, Desoto Parish, Louisiana;
- j) Case No: 7:19-cv-00026-ADA; *Energera Inc v. AFD Petroleum (Texas) Inc. Alaska, Fuel Distributors INC, AFD Petroleum LTD; and Global Engineering Solutions Limited*; District Court for the Western District of Texas, Midland-Odessa Division; and
- k) Case No. 651218; *Tolisha Davidson v Energera America Inc. & Travelers*; Division C; 1st Judicial District Court, Parish of Caddo, Louisiana.



concurrently therewith, the “Petition”),<sup>1</sup> 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:<sup>2</sup>

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

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.

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<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Verified Petition.

<sup>2</sup> 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.

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: \_\_\_\_\_, 2026.

\_\_\_\_\_  
THE HONORABLE ALFREDO R. PEREZ  
UNITED STATES BANKRUPTCY JUDGE