

**ENTERED**

May 18, 2026

Nathan Ochsner, Clerk

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

In re:	§	Chapter 15
	§	
ENERGERA, INC. <i>et al.</i> , <sup>1</sup>	§	Case No. 26-90433 (ARP)
	§	
Debtors in a Foreign Proceeding.	§	(Jointly Administered)
	§	

**ORDER GRANTING FOREIGN REPRESENTATIVE’S MOTION  
FOR REJECTION OF THE DENVER LEASE**

Upon consideration of the Motion (the “Motion”)<sup>2</sup> filed by Alvarez & Marsal Canada Inc., solely in its capacity as court-appointed receiver, manager, and authorized foreign representative (the “Foreign Representative”) of Energera, Inc. (formerly known as Frac Shack Inc.) (“Energera”); Energera America Inc. (formerly known as Frac Shack America Inc.) (“Energera America”); and Sandtinel LLC (“Sandtinel,” and collectively with Energera and Energera America, the “Debtors”), and the Court having reviewed and considered the Motion, the record herein, and the arguments of counsel, if any;

**IT IS HEREBY FOUND AND DETERMINED THAT:**

- A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P).
- B. Venue is proper before this Court pursuant to 28 U.S.C. § 1410(3).

---

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

<sup>2</sup> Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Motion.

C. Adequate and sufficient notice of the Motion has been given by the Foreign Representative in accordance with the Bankruptcy Rules and Local Rules, and no further notice is necessary.

D. No objections or other responses to the Motion were filed, or all such objections have been resolved, withdrawn, or overruled.

E. The Canadian Proceeding has been recognized as a foreign main proceeding pursuant to section 1517 of the Bankruptcy Code by order of this Court dated May 4, 2026 [Dkt. No. 33].

F. Pursuant to sections 1521(a) and 1521(a)(7) of the Bankruptcy Code, upon recognition of a foreign main proceeding, the Court may grant any appropriate relief, including relief available to a trustee under section 365 of the Bankruptcy Code relating to the assumption or rejection of unexpired leases.

G. The Denver Lease is an unexpired lease within the meaning of section 365 of the Bankruptcy Code.

H. The Foreign Representative has demonstrated, in the exercise of its sound business judgment, that rejection of the Denver Lease is in the best interests of the Debtors, their creditors, and the Canadian estates because: (i) the premises demised under the Denver Lease are no longer being utilized by the Debtors in their operations; and (ii) continued performance under the Denver Lease would obligate the Debtors to pay rent and other expenses for premises that provide no operational benefit to the Debtors' estates.

I. Rejection of the Denver Lease will eliminate ongoing administrative obligations, preserve estate assets for the benefit of creditors, and provide the landlord with clarity regarding its rights to reclaim the premises and assert any claim in the Canadian Proceeding.

J. The relief requested in the Motion is necessary to effectuate the purposes and objectives of chapter 15 and to protect the Debtors and their creditors.

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


1. The Motion is granted.
2. Pursuant to sections 365(a) and 1521(a)(7) of the Bankruptcy Code, that certain Multi-Tenant Office Lease dated June 24, 2015, as amended, by and between LBA Realty Fund III – Company III, LLC, as landlord, and Energera America Inc. (formerly known as Frac Shack America Inc.), as tenant, for certain premises located at Denver Place, 999 18th Street, Suite 3400S, Denver, Colorado 80202 (the “Denver Lease”), is hereby rejected.
3. Upon entry of this Order, the automatic stay imposed under section 1520(a) of the Bankruptcy Code and any other applicable stay shall be modified solely to the extent necessary to permit LBA Realty Fund III – Company III, LLC (the “Landlord”) to take possession of and re-let the premises demised under the Denver Lease in accordance with applicable non-bankruptcy law.
4. Any claim of the Landlord arising from the rejection of the Denver Lease shall be treated in accordance with applicable law and the orders entered in the Canadian Proceeding. Nothing in this Order shall be deemed to allow any claim or to determine the amount, priority, or validity of any such claim.
5. Service of the Motion in accordance with the Bankruptcy Rules and Local Rules of this Court shall be deemed good and sufficient service and adequate notice for all purposes.

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

6. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the interpretation, implementation, enforcement, amendment, or modification of this Order, and any requests for additional relief in this chapter 15 case.

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

Signed: May 18, 2026

  
Alfredo R Pérez  
United States Bankruptcy Judge