

COURT FILE NUMBER 2603-02889
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF ROYAL BANK OF CANADA, as Agent
DEFENDANTS ENERGERA INC. (formerly known as FRAC SHACK INC.), ENERGERA INTERNATIONAL INC. (formerly known as FRAC SHACK INTERNATIONAL INC.), ENERGERA AMERICA INC. (formerly known as FRAC SHACK AMERICA INC.) and SANDTINELL LLC
DOCUMENT **AFFIDAVIT**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Blue Rock Law LLP
700, 215 9th Ave SW
Calgary, AB T2P 1K3
Attention: David W. Mann, KC and Scott Chimuk
T. 403.605.3992 / 587.390.7041
E. david.mann@bluerocklaw.com / scott.chimuk@bluerocklaw.com

AFFIDAVIT OF TODD VAN VLIET

Sworn on February 23, 2026

I, Todd Van Vliet, of Edmonton Alberta, swear and say that:

1. I am the CEO of the Defendants, Energera Inc. ("Energera"), Energera International Inc. ("Energera International"), Energera America Inc. ("Energera America"), and Sandtinel LLC ("Sandtinel") (collectively the "Energera Group"). As such I have personal knowledge of the Energera Group's operations, financial performance, negotiations with lenders, and the matters deposed to in this Affidavit, except where stated to be based on information and belief, in which case I verily believe them to be true.
2. On Thursday February 19th, 2026, I retained Blue Rock Law LLP to assist the Energera Group with this Action. My solicitors immediately requested an adjournment of the application returnable on Tuesday February 24th, 2026 to allow time for the Energera Group's solicitors to get up to speed, and assist with a restructuring of the Energera Group's financial affairs. Unfortunately, that request for an adjournment was not acquiesced to.

12

3. I am told by my lawyer Scott Chimuk, and verily believe to be true, that my solicitors wish to cross examine Cameron Bailey, the affiant of the Lenders on his affidavit as he has left out relevant and material information that should properly be before the Court.
4. I swear this Affidavit *bona fide* in support of a two-week adjournment of the Application brought by Royal Bank of Canada (“RBC”) as Agent for National Bank of Canada, ATB Financial, and Export Development Canada (collectively the “Lenders”), to object to a receivership, and for no improper purpose.

Background

5. In 1982 I obtained a Bachelor of Arts degree from the University of Alberta, and in 1985 I obtained a Law degree from McGill University. I was in private practice for 20 years, but left private practice to cofound and work in the energy sector, ultimately with the Energera Group. I am the co-inventor of the world’s first automated refuelling system for hydraulic fracturing pumpers, nicknamed the “Frac Shack”. Energera is an Alberta corporation and the parent corporation of Energera International, and Energera America – which is the parent of Sandtinel.
6. The Energera Group provides oil field services to large multi-national and also small regional oil and gas companies in Canada, the USA, and Argentina. The Energera Group is committed to bringing green technologies to the oil and gas industry, and works with clients to create custom tailored solutions utilizing its innovative technology to help achieve ambitious climate and performance goals.
7. The Energera Group services clients and currently has operations based in Alberta, British Columbia, Colorado, Wyoming, Ohio, Pennsylvania, North Dakota, Louisiana, New Mexico, Texas and Argentina. We also have equipment and often have operations in Utah, West Virginia, and Oklahoma. Operations and assets are complex and multi-jurisdictional.
8. Further, the Energera Group maintains a staff of over 130 individuals servicing operations throughout the multiplicity of jurisdictions listed above.

Credit Agreements

9. The Lenders are purported to be the first secured creditors and are owed roughly \$39MM pursuant to a credit agreement originally put in place on **May 15, 2023**, which facility was designated the “Second Amended and Restated Credit Agreement” (ARCA). This was the origin of the current lending syndicate, succeeding the prior syndicate. In this syndicate were HSBC as lead and agent, Canadian Western Bank, ATB Financial, and Export Development Canada. RBC later took over HSBC’s position, and Banque National later took over Canadian Western Bank’s position.

The Second ARCA was then the subject of a third ARCA dated June 28, 2024. That agreement was then subject to a First Amending Agreement dated September 27, 2024.

Forbearance

10. On January 31, 2025 we reported a covenant breach as at December 31, 2024 and received a “Reservation of Rights” letter from the agent (syndicate lead, RBC).
11. On February 5, 2025 we received an “Interim Letter Agreement” to permit continued operation.
12. As a result of continuing technical defaults under the credit arrangement a series of forbearance agreements followed, including;
- a. Forbearance Agreement (FA) dated February 14, 2025
 - b. First Amendment to the FA dated March 31, 2025
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 - e. Fourth Amendment to the FA dated July 25, 2025
 - f. Fifth Amendment to the FA dated November 19, 2025. On that date we also received another “Reservation of Rights” letter.

- g. On February 12, 2026 we received an “Agency General Notification” that our interest rate was being increased by 2% per annum.
13. The Energera Group has always acted diligently and in good faith in its communication with both the Lenders and Alvarez, and in its dealing under the Forbearance Agreement.
14. In November, 2025, as part of the Fifth Amendment noted above, the Lenders required the Energera Group to deploy all cash reserves against debt. The Energera Group acquiesced to that request and made a payment of \$3MM CAD. Then, as part of the required “Weekly Excess Cash Flow Sweep” in that Fifth Amendment, between November 19, 2025 and today we have paid an additional \$571,994 CAD.
15. As a result of the cash payment in the above paragraph as well as the cash sweep payments, we are actually almost four months ahead of our bank payments pursuant to the original lending agreement.
16. As well, at the Lenders’ insistence and as a condition of the Third Amendment to the FA as noted above, the Energera Group hired Sequeira Partners to perform a twin-track “SISP” (Sale and Investment Solicitation Process) at a cost of \$25,000 CAD a month. The Lenders had previously also required us to use Alvarez and Marsal Canada Inc. (“Alvarez”) for a “look-see”, at a cost that varied from month to month. By December 31, we had paid Alvarez over \$282,000 and Sequeira \$185,000. The lenders also required an update to the previous asset valuation, at a cost of over \$69,000. The lenders counsel had billed over \$208,000 for a total of over \$744,000 in related fees. At the same time we maintained all required monthly and quarterly payments to the lenders.
17. While the Energera Group has been off-side certain lending covenants with the Lenders, the Energera Group has not missed a payment to date, and is materially inside the payment covenants.
18. Further, Energera has materially complied with all the terms of the forbearance agreements, including purportedly granting a consent receivership Order under duress. The forbearance agreements have been repeatedly extended because the

Energera Group has been and continues to be making steady progress towards paying down the debt it owes to the Lenders.

Notice of Intention to Enforce

19. The last forbearance agreement ended January 31, 2026. On February 6, 2026 the Lenders purportedly issued a Notice of Intention to Enforce.
20. The decision by the Lenders to immediately begin enforcement proceedings and issue a Notice of Intention to Enforce on Friday, February 6, 2026 came suddenly and without warning. This was not in keeping with the discussions and communications that we had had throughout and came as a shock to the Energera Group. It was also not in keeping with the pattern of conduct that had been established between the parties throughout the multiple extensions to both the credit agreement and forbearance agreements over the years as listed above.
21. On Monday, February 9, 2026 following the issuance of the Notice of Intention to Enforce, we met with a newly-identified party who has shown keen interest in purchasing the business or the bank's position ("Replacement Financing"). The Lenders were immediately advised of this development. I am advised by the relevant party that they met with Alvarez on Wednesday, February 11, 2026 to discuss this interest.
22. The parties had been working to secure replacement financing for the entirety of the forbearance period – indeed that was one of its primary purposes. In fact, many of the forbearance extensions came about as a result of efforts to secure such financing which is why the Lenders current actions have come as such a shock.
23. Further the Energera Group is cash flow positive, even after repayments of interest on our debt and other requisite payments to the Lenders. Specifically, the Energera Group generates roughly \$500,000 USD per month net of op-costs and debt and interest payments, with January and February running above that amount.

Prospective White Knight

24. The purpose of the forbearance agreements between the Energera Group and the Lenders was largely to facilitate a sale to a third party. The Lenders conducted a sales process that garnered no interest. However, while the sales process instituted by the Lenders did not yield a buyer, the Energera Group's own efforts to find a buyer have resulted in the potential Replacement Financing with an interested third party.
25. Contrary to the facts alleged at paragraph 34 of the Affidavit of Cameron Bailey, over the past two weeks I have had material discussions with a third party who is interested purchasing the entire business of the Energera Group. This third party is known to Alvarez and the Lenders, but there is no mention of them in the Affidavit supporting their application.
26. This third party is interested in obtaining the business as a going concern, and has expressed to me their deep concern about the interruption and reputational losses that a receivership would impose on the Energera Group. Further, a receivership is particularly complicated given the international nature of Energera's operations. This is equally concerning to the third party.
27. This third party is a well-capitalized strategic fit that has sought internal Board approval to proceed with a transaction. They have advised us that they expect a response from their Board by mid-week this week (Wednesday or Thursday, February 25th or 26th). Further, from all the information we have received, the third party's capitalization is more than sufficient to ensure both job protection for the 130 Energera employees as well as enterprise protection. Such a transaction is in the best interests of all parties: it will preserve jobs, maintain enterprise value, and avoid a costly receivership.
28. I believe that granting a receivership will not only undermine the value of the enterprise available to the Lenders and other stakeholders but may also eliminate the third party's interest in acquiring the business altogether. I expect to hear back from this Third Party by no later than February 27th, 2026 – a fact that has also

been communicated to the Lenders. Despite this, the Lenders are pressing ahead with what I believe to be an improvident realization.

29. I believe that the Lenders are not discharging their duties of honest and good faith contractual performance by pursuing a receivership instead of granting further forbearance – especially in view of the Replacement Financing.
30. The Lenders have full visibility of the Energera Group’s business, and the Lenders position has been paid down during the forbearance period. There is no clear and immediate risk to the business of the Energera Group that would jeopardize the security interest of the Lenders, nor anything that warrants the extreme remedy of appointing a receiver.
31. If successful the Replacement Financing will negate the need for a receivership. Therefore it is my belief that a brief adjournment of two weeks in order to finalize details of the Replacement Financing will not result in any prejudice to the Lenders as the Lenders will be fully funded throughout the adjournment period.

Potential conflict of interest

32. The Lenders seek to appoint Alvarez as the receiver. Based on Energera’s cash flow position, strong record of making payments to the Lenders on time, and the likelihood of a sale to a third party, I do not believe Alvarez, or anyone, could objectively believe a receivership is in the best interests of all parties, and the lack of any evidence from Alvarez for this application gives me concern there is a conflict of interest. While a receivership may be what the Lenders want, if a Receivership is ordered, the Energera Group would like the opportunity to appoint a truly independent receiver.

No urgency to receivership at this time

33. A receivership would be costly, disruptive to Energera’s business, and is not warranted now given:
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been communicated to the Lenders. Despite this, the Lenders are pressing ahead with what I believe to be an improvident realization.

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No urgency to receivership at this time

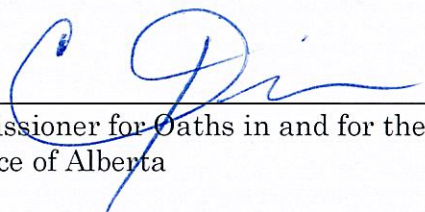
33. A receivership would be costly, disruptive to Energera’s business, and is not warranted now given:
 - a. the likelihood of the sale of the Energera Group to a third party;

- b. the Energera Group's strong cash flow; and
- c. the Energera Group's record of not missing requisite payments.

A two week adjournment will not prejudice anyone, and will not increase the indebtedness to the Lenders, but will provide time for the Energera Group to come back to Court with a deal involving the Third Party.

- 34. There are no facts before the Court to establish the urgency required to disregard what is just, equitable, and in the best interests of all parties to appoint a receiver. I believe that granting the relief sought would be unduly prejudicial and not in the best interests of any party.

SWORN BEFORE ME at _____,)
 Alberta, this 23 day of February, 2026.)

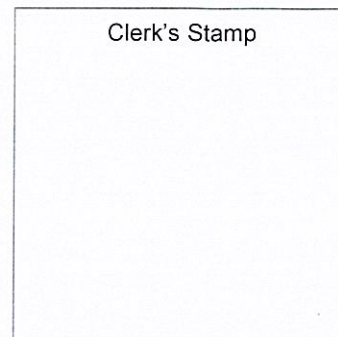

 _____)
 Commissioner for Oaths in and for the)
 Province of Alberta)

 Todd Van Vliet

CHARLOTTE PITTMAN
 A Commissioner for Oaths and
 a Notary Public in and for Alberta
 being a Student-at-Law.

CP

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CERTIFICATE OF COMMISSIONER/NOTARY PUBLIC

I, Charlotte Pittman of the City of Calgary in the Province of Alberta, AFFIRM AND SAY THAT:

1. The Deponent, Todd Van Vliet was not physically present before me, but was linked with me utilizing video technology on February 23, 2026. I, Charlotte Pittman, confirm that while connected via video technology, Todd Van Vliet had shown to me the front and back of his government-issued photo identity document and I am reasonably satisfied it is the same person and the document is valid and current. I confirm that I have reviewed each page of this Affidavit and exhibit with Todd Van Vliet and verify that the pages are identical. I am satisfied that the process was necessary because was impossible or unsafe, for medical reasons, for the deponent and the commissioner to be physically present together.



Commissioner for Oaths in and for
The Province of Alberta/Notary Public

CHARLOTTE PITTMAN
A Commissioner for Oaths and
a Notary Public in and for Alberta
being a Student-at-Law.