United States Bankruptcy Court
Southern District of Texas
ENTERED
September 02, 2026
Nathan Ochsner, Clerk

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

IN RE:	§	
	§	
ENERGERA, INC. et al.,	§	Case No. 26-90433
	§	(Chapter 15)
Debtors in a Foreign Proceeding.	§	(Jointly Administered)

AGREED ORDER GRANTING RELIEF FROM STAY

On this day the Court considered NexTier Oilfield Solutions, LLC and NexTier Completion Solutions Inc.'s Unopposed Motion for Relief from Stay (the "Motion"). Movant represented to the Court that it had served the Motion in accordance with all applicable rules and provided notice of the hearing. As shown by the signature below for counsel for Alvarez & Marsal Canada Inc., solely in its capacity as court-appointed Receiver and Manager of the Debtors (the "Receiver"), the Debtors have agreed to the requested relief.

Accordingly, it is ORDERED that Movant is hereby granted relief from the automatic stay to pursue its claims against Debtor Energera America Inc. f/k/a Frac Shack America Inc. ("Energera") in the civil action styled Kenneth Epperson v. Robert Lee South, et al., Suit No. 85,689, Division A, pending in the 42nd Judicial District Court for the Parish of DeSoto, Louisiana (the "Louisiana Proceeding"), including NexTier's intervening claim therein, for the limited purposes of (a) determining or resolving liability and damages, including by settlement, and (b) pursuing any rights or recovery under Applicable Insurance (as defined below) that may respond to the claims against Energera in the Louisiana Proceeding, including obtaining a determination of coverage and the amounts, if any, owed to NexTier through its intervening claim.

It is further ORDERED that, for purposes of this Order, "Applicable Insurance" means any insurance policy determined by binding agreement with the applicable insurer, or by final order of a court of competent jurisdiction, to provide coverage in respect of a claim against Energera in the Louisiana Proceeding. Any judgment, award, settlement, costs award, or other recovery against Energera in the Louisiana Proceeding may be enforced only against proceeds of Applicable Insurance.

It is further ORDERED that relief from the automatic stay granted herein is expressly limited to allow Movant to pursue and recover damages solely from the proceeds of Applicable Insurance, and Movant shall not seek compensation nor be entitled to compensation from the Receiver, the property of the Debtors' Canadian receivership estate or any property of the Debtors within the territorial jurisdiction of the United States subject to the Recognition Order, or any recovery against Energera, the receivership estate, or such property, in excess of the proceeds of Applicable Insurance.

It is further ORDERED that this Order is consistent with, and gives corresponding effect in the United States to, the Order of the Court of King's Bench of Alberta, Judicial Centre of Calgary, dated August 12, 2026, entered in Court File No. 2603-02889 (the "Alberta Variation Order"), which varied the stay imposed by the Consent Receivership Order granted by that Court on March 17, 2026, on the same terms set forth herein. Nothing in this Order shall be construed to modify or vary this Court's Order Granting Petition for (I) Recognition of a Foreign Proceeding, (II) Recognition of the Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code [Doc. No. 33], except to the limited extent expressly set forth herein.

Notwithstanding anything herein to the contrary, nothing in this Order shall impose any liability upon, or create any obligation of, the Receiver, the Debtors' Canadian receivership estate, or any of their respective agents, representatives, or professionals, arising out of, related to, or in connection with the relief granted herein or the proceedings for which the automatic stay is lifted.

It is further ORDERED that nothing in this Order shall require the Receiver to perform any act, pay any sum, or undertake any obligation to any party in connection with the relief granted herein or the Louisiana Proceeding, absent the Receiver's written consent or further order of the Court of King's Bench of Alberta.

It is further ORDERED that nothing in this Order determines whether any policy of Applicable Insurance responds to any claim in the Louisiana Proceeding, or prejudices any right, defense, exclusion, limit, or position of any insurer or other person.

It is further ORDERED that nothing in this Order determines or limits the amounts, if any, that may be owing to NexTier by Mr. Epperson as a result of NexTier's intervening claim in the Louisiana Proceeding.

Signed: September 02, 2026

Alfredo R Pérez
United States Bankruptcy Judge

AGREED AND ENTRY REQUESTED:

ALLEN BRYSON LAMAR, PLLC

By: */s/ Mario A. Lamar*

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Receiver and Manager of the Debtors