

Fill in this information to identify the case:

United States Bankruptcy Court for the:
 Southern District of Texas
 Case number (if known): _____ Chapter 15

Check if this is an amended filing

Official Form 401

Chapter 15 Petition for Recognition of a Foreign Proceeding

12/15

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write debtor's name and case number (if known).

1. Debtor's name Flo-Back Equipment Inc.

2. Debtor's unique identifier

For non-individual debtors:

Federal Employer Identification Number (EIN) 6 1 - 1 9 0 3 1 6 8

Other _____ Describe identifier _____

For individual debtors:

Social Security number: xxx - xx- _____

Individual Taxpayer Identification number (ITIN): 9 xx - xx - _____

Other _____ Describe identifier _____

3. Name of foreign representative(s) FTI Consulting Canada Inc.

4. Foreign proceeding in which appointment of the foreign representative(s) occurred Court of King's Bench of Alberta, File No. 2301-16371, Calgary Judicial Center

5. Nature of the foreign proceeding

Check one:

- Foreign main proceeding
- Foreign nonmain proceeding
- Foreign main proceeding, or in the alternative foreign nonmain proceeding

6. Evidence of the foreign proceeding

- A certified copy, translated into English, of the decision commencing the foreign proceeding and appointing the foreign representative is attached.
- A certificate, translated into English, from the foreign court, affirming the existence of the foreign proceeding and of the appointment of the foreign representative, is attached.
- Other evidence of the existence of the foreign proceeding and of the appointment of the foreign representative is described below, and relevant documentation, translated into English, is attached.
Consent Receivership Order dated December 8, 2023.

7. Is this the only foreign proceeding with respect to the debtor known to the foreign representative(s)?

- No. (Attach a statement identifying each country in which a foreign proceeding by, regarding, or against the debtor is pending.)
- Yes

Debtor Flo-Back Equipment Inc.
Name

Case number (if known) _____

8. Others entitled to notice

Attach a list containing the names and addresses of:

- (i) all persons or bodies authorized to administer foreign proceedings of the debtor,
- (ii) all parties to litigation pending in the United States in which the debtor is a party at the time of filing of this petition, and
- (iii) all entities against whom provisional relief is being sought under § 1519 of the Bankruptcy Code.

9. Addresses

Country where the debtor has the center of its main interests:

Canada

Debtor's registered office:

251 Little Falls Drive
Number Street

P.O. Box _____

Wilmington DE 19808
City State/Province/Region ZIP/Postal Code

USA
Country

Individual debtor's habitual residence:

4000 N. Broadway
Number Street

P.O. Box _____

Minot ND 58703
City State/Province/Region ZIP/Postal Code

USA
Country

Address of foreign representative(s):

520 Fifth Avenue S.W. Suite 1610
Number Street

P.O. Box _____

Calgary, AB T2P 3R7
City State/Province/Region ZIP/Postal Code

Canada
Country

10. Debtor's website (URL)

http://cfcanda.fticonsulting.com/wolverine/default.htm

11. Type of debtor

Check one:

- Non-individual (check one):
 - Corporation. Attach a corporate ownership statement containing the information described in Fed. R. Bankr. P. 7007.1.
 - Partnership
 - Other. Specify: _____
- Individual

Debtor Flo-Back Equipment Inc.
Name

Case number (if known) _____

12. Why is venue proper in this district?

Check one:

- Debtor's principal place of business or principal assets in the United States are in this district.
- Debtor does not have a place of business or assets in the United States, but the following action or proceeding in a federal or state court is pending against the debtor in this district:
_____.

If neither box is checked, venue is consistent with the interests of justice and the convenience of the parties, having regard to the relief sought by the foreign representative, because:
Debtor has assets throughout Texas and has creditors and counsel in this district.

13. Signature of foreign representative(s)

I request relief in accordance with chapter 15 of title 11, United States Code.

I am the foreign representative of a debtor in a foreign proceeding, the debtor is eligible for the relief sought in this petition, and I am authorized to file this petition.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct,

x 

Signature of foreign representative

Dustin Olver, Senior Managing Director
Printed name

Executed on 02/20/2024
MM / DD / YYYY

x _____

Signature of foreign representative

Printed name

Executed on _____
MM / DD / YYYY

14. Signature of attorney

x /s/ John D. Cornwell
Signature of Attorney for foreign representative

Date 02/20/2024
MM / DD / YYYY

John D. Cornwell
Printed name

Munsch Hardt Kopf & Harr, P.C.
Firm name

700 Milam St. Suite 800
Number Street

Houston
City

TX 77002
State ZIP Code

(713) 222-1470
Contact phone

jcornwell@munsch.com
Email address

24050450
Bar number

TX
State

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

In re: FLO-BACK EQUIPMENT INC., Debtor in a Foreign Proceeding.	§ § § § § § §	Chapter 15 Case Case No. 24-_____
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STATEMENT OF FOREIGN REPRESENTATIVE

FTI Consulting Canada Inc. (“FTI”), solely in its capacity as court-appointed receiver and manager (“Receiver” or “Foreign Representative”) of Flo-Back Equipment Inc. (“FBE” or the “Debtor”) pursuant to the *Consent Receivership Order* dated December 8, 2023 (the “Receivership Order”), entered by the Court of King’s Bench of Alberta in Judicial Centre of Calgary, Alberta, Canada, Court File No. 2301-16371 (the “Canadian Court” and the “Canadian Proceeding”) pending under Canada’s Bankruptcy and Insolvency Act (“BIA”), and as authorized foreign representative of the Debtor, respectfully submits the following Statement of Foreign Representative (the “Statement”).

A. Corporate Ownership Statement Pursuant to Rule 7007.1

1. Wolverine Equipment, Inc., a Canadian corporation, is the direct 100% owner of the Debtor, a Delaware corporation.

B. Administrators in Foreign Proceedings Respecting the Debtor

2. The name and address of the administrator in the foreign proceeding of the Debtor is:

FTI Consulting Canada Inc., *solely in its capacity
as court-appointed receiver and manager of the Debtor*
c/o Dustin Olver, Senior Managing Director
1610, 520 – 5th Ave S.W.
Calgary, AB T2P 3R7
Canada

C. Litigation in the United States in which the Debtor is a Party

3. As of the filing of the Debtor’s chapter 15 petition, the Receiver is not aware of any pending litigation in the United States in which the Debtor is a party.

D. Entities Against Whom Provisional Relief is Sought Under 11 U.S.C. § 1519

4. The Receiver seeks provisional relief to the fullest extent permitted under section 1519 of the Bankruptcy Code, including against all parties listed on Exhibit 1 attached hereto.

E. Canadian Proceeding

5. Attached as Exhibit 2 is a true and correct copy of the Consent Receivership Order dated December 8, 2023, entered by the Court of King’s Bench of Alberta, File No. 2301-16371, Calgary Judicial Center.

DECLARATION

I, Dustin Olver, by and on behalf of the Receiver, declare under penalty of perjury that I have read the foregoing Statement and it is true and correct to the best of my information and belief.

Respectfully submitted this 20th day of February, 2024.

**FTI Consulting Canada Inc., solely in
its capacity as court-appointed receiver
and manager of the Debtor**


By: 
Dustin Olver
Senior Managing Director

EXHIBIT 1

EXHIBIT 1

Creditor / Interested Party	Address 1	Address 2	Address 3	City	State	Zip Code
4 Acres Welding and Fabrication Inc.			105 125th Street SE	Surrey	ND	58785-9506
5J Oilfield Services			4090 N US Highway 79	Palestine	TX	75801-7065
A.N. Deringer Inc			10995 I-29	Pembina	ND	58271
Achieve Retirement			8055 East Tufts Ave Ste 1000	Denver	CO	80237-2861
ADP, LLC			PO Box 842875	Boston	MA	02284-2875
Airgas USA, LLC			200 E 3rd St	Williamsport	PA	17701-6625
American Completion Tools, Inc.			3084 S Burleson Blvd	Burleson	TX	76028-1879
Aries Residence Suites			2900 S Quincy St Ste 300A	Arlington	VA	22206-2279
AT&T Mobility			PO Box 6463	Carol Stream	IL	60197-6463
Atlas Oilfield Rentals	Attn: Terry Alberts		1086 Woodlawn Dr	Canonsburg	PA	15317-5451
B & K Equipment LLC			PO Box 741 / Wyalusing PA 18853 / US	Wyalusing	PA	18853-0741
Baymont Inn & Suites			PO BOX 96	Pinedale	WY	82941-0096
BDS			PO Box 1630	Camrose	AB	T4V 1X6
Black Hills Energy			PO Box 6001	Rapid City	SD	57709-6001
Blaze Sales and Service			7824 Scott St	Houston	TX	77051-1644
Bomgaars			6 Crossfire Rd	Pinedale	WY	82941
Brantley Trucking, LLC			PO Box 2010	Monahans	TX	79756-2010
Calder Services South			PO Box 3070	Midland	TX	79702-3070
Cenex Fleet Fueling			Box 64745	Saint Paul	MN	55164-0745
City of Casper Utilities			PO Box 11000	Casper	WY	82602-3900
City of Minot Utilities			PO Box 5006	Minot	ND	58702-5006
Clearstar, Inc.			PO Box 392611	Pittsburgh	PA	15251-9600
Coldwell Banker the Legacy Group			1701 E E St Unit 150	Casper	WY	82601-2149
Commons at Mansfield, A-106	Attn: Leasing Consultant Berger Communities		150 N Main St	Mansfield	PA	16933-1069
Commons at Mansfield, A-203	Attn: Leasing Consultant Berger Communities		150 N Main St	Mansfield	PA	16933-1069

EXHIBIT 1

Creditor / Interested Party	Address 1	Address 2	Address 3	City	State	Zip Code
Controltech			22025 Route 14	Troy	PA	16947-8790
Crown Tool & Machine Shop LLC			13750 San Pedro Ave Ste 560	San Antonio	TX	78232-4314
D&J Enterprises			1359 W University Blvd Ste A PMB 220	Odessa	TX	79764-7103
Dakota Dust-Tex			3804 Saratoga Ave	Bismarck	ND	58503-0785
Dedicated Carriers Inc			4627 Town N Country Blvd	Tampa	FL	33615-4523
Deep Well Energy			278 County Rd 150 Unit A	Kenedy	TX	78119-4414
Deepwell Energy Services LLC			4025 Highway 35 N	Columbia	MS	39429-8763
DNOW LP			804 S Welo St	Tioga	ND	58852-6009
Eagle Den Suites (Kenedy)			4312 US-181	Kenedy	TX	78119-5202
Energy Waste akn: Energy Lease Services Inc.			PO Box 755	Cuero	TX	77954-0755
Enterprise rent a car			PO BOX 843369	Kansas City	MO	64184-3369
FES Rentals, LLC			11777 Katy Fwy Ste	Houston	TX	77079-1746
Finhorn Logistics, LLC			PO Box 18540	Corpus Christi	TX	78480-8540
Gas Field Specialists Inc.			PO Box 697	Shinglehouse	PA	16748-0697
Gas Process Equipment Company			11959 FM 529 Rd	Houston	TX	77041-3017
Gefroh Electric Inc			100 45th Ave NW	Minot	ND	58703-0115
GJR Meyer Service Co. Inc			6733 Leopard St	Corpus Christi	TX	78409-1701
Gulfstream Services Inc.			230 Development St	Houma	LA	70363-3873
Hampton Inn & Suites Douglas			1730 Muirfield Ct	Douglas	WY	82633-8701
Harris County Toll Road Authority			PO Box 4440 Dept 11	Houston	TX	77210-4440
Hight Construction LLC / Hight Commercial Properties LLP	Attn: Chelsea Brown, Accountant		PO Box 458	Minot	ND	58702-0458
Holcombe Guest House BnB			1029 W Main St	Troy	PA	16947-1170
Incinerator Technology Inc.			PO Box 26016	Red Deer	AB	T4N 6X7
Iron Horse Tools, LLC			8233 Leopard St Ste 3	Corpus Christi	TX	78409-2229
ISCO Installation & Services			PO BOX 2938	Mills	WY	82644-2938
iScout			PO Box 1151	Norman	OK	73070-1151
ITN Logistics			201, 2915 21 Street	Calgary	AB	T2E 7T1

EXHIBIT 1

Creditor / Interested Party	Address 1	Address 2	Address 3	City	State	Zip Code
J & J Pressure Management (US)			4000 N Broadway	Minot	ND	58703-0468
J. R. Resco, LLC	Attn: J.J. Ressler, Manager		1280 Kelly Dr	Casper	WY	82609-3179
Kenedy Back & Neck Clinic Health & Safety Solutions LLC			491 N Sunset Strip St Ste 125	Kenedy	TX	78119-2051
Levi Braach Trucking Inc			1110 18th St SW	Minot	ND	58701-9101
Linde Gas & Equipment Inc.	Dept CH10660		7000 High Grove Blvd	Burr Ridge	IL	60527-7595
Longhorn Well Testing, LLC			PO Box 436	McLean	TX	79057-0436
Louisiana Department of Revenue			Box 4969	Baton Rouge	LA	70821-4969
Mercer Valve Co. Inc.			117 Energy St Ste 101	Williston	ND	58801-7082
Meter Provers Inc			770 W Collins Dr Ste 200B	Casper	WY	82601-2350
Montana-Dakota Utilities Co			PO Box 5600	Bismark	ND	58506-5600
Mountain View Hotel akn Trinity Investments LLC			15 Mountain View St	Killdeer	ND	58640-4300
North Country Sportswear			PO Box 130	Minot	ND	58702-0130
Outfitters Oilfield Supply LLC			2201 W Emerald Bend CT	Granbury	TX	76049-5587
P&W Sales INC Oil field Manufactures Rep.			405 State Highway 135 N	Kilgore	TX	75662-2450
Permian Logging LLC			1 Flagg Pl	Lafayette	LA	70508-7078
Permian Machinery Movers Inc			2200 W Interstate 20	Odessa	TX	79763-5074
Raven Recert LLC			PO Box 14976	Odessa	TX	79768-4976
Red Deer Ironworks USA Inc.			205 42th St SE Ste 300	Minot	ND	58701-5103
RGD Trucking and Rentals, Inc.	Attn: Billie Pippenger		5073 146th Ave NW	Williston	ND	58801-9063
Reliant an NRG company			PO Box 650475	Dallas	TX	75265-0475
RMS Cranes			1961 E 64th Ave	Denver	CO	80229-7414
Rocky Mountain Oilfield Warehouse			414 S Elm St	Casper	WY	82601-2631
Sambor Goetz LLP			1400 43rd Ave NE Ste 220	Bismarck	ND	58503-6193
Scott Cummings			205 Woodland Dr	Troy	PA	16947-1056
Select Energy Services Inc			PO Box 203997	Dallas	TX	75320-3997

EXHIBIT 1

Creditor / Interested Party	Address 1	Address 2	Address 3	City	State	Zip Code
Southwest Royalties, Inc.	Attn: Tim Culp, President		PO Box 53570	Midland	TX	79710-3570
SPL			2200 E Interstate 20	Midland	TX	79706-2294
SRT Communications			3615 N Broadway	Minot	ND	58703-0408
Starion Bank	Attn: Landon Feil, VP Business Banking		PO Box 848	Mandan	ND	58554-0848
Starion Bank Visa			PO Box 31535	Tampa	FL	33631-3535
Thrubore Valves LLC			5550 FM 1488 Rd	Magnolia	TX	77354-2439
Tiger Safety			PO Box 733254	Dallas	TX	75373-3254
Top Shelf Oilfield Supply LLC			13750 San Pedro Ave Ste 560	San Antonio	TX	78232-4314
Total Oilfield Rentals Inc			PO Box 50646	Caper	WY	82605-0646
Tri-W Global Inc.			PO Box 2033	Kilgore	TX	75663-2033
Tru Testing & Inspections			3211 S County Road 1180	Midland	TX	79706-4037
Tubular Steel			11959 FM 529 Rd	Houston	TX	77041-3017
US Energy & Supply, LLC			PO Box 61648	Midland	TX	79711-1648
U.S. Small Business Administration			657 2nd Ave N Rm 360	Fargo	ND	58108
Valley Rental Services, Inc.			1418 42nd St W	Williston	ND	58801-7526
Verendrye Electric cooperative			615 Highway 52 W	Velva	ND	58790-7417
Veriforce			300 Holiday Square Blvd Ste 100	Covington	LA	70433-6146
Verizon			PO Box 25505	Lehigh Valley	PA	18002-5505
VICO Safety Solutions Inc			2009 W 7th St	Odessa	TX	79763-3713
Waste Management			PO Box 4648	Carol Stream	IL	60197-4600
Work Center Susquehanna Physician Services			1100 Grampian Blvd	Williamsport	PA	17701-1907
Work Warehouse Inc.			5050 E 2nd St	Casper	WY	82609-4200
Wyoming Department of Workforce Service	Worker's Compensation Division		5221 Yellowstone Rd	Cheyenne	WY	82009-4736
Wyoming Safety Supply Inc			1330 Alta Vista St	Casper	WY	82601-5144

EXHIBIT 2

COURT FILE NUMBER 2301-16371
 COURT COURT OF KING’S BENCH OF ALBERTA
 JUDICIAL CENTRE CALGARY
 PLAINTIFF CANADIAN WESTERN BANK
 DEFENDANTS WOLVERINE ENERGY AND INFRASTRUCTURE INC.,
 WOLVERINE EQUIPMENT INC., WOLVERINE
 CONSTRUCTION INC., WOLVERINE MANAGEMENT
 SERVICES INC., HD NORTHERN EQUIPMENT SALES AND
 RENTALS INC., HD ENERGY RENTALS LTD., BHW
 EMPLOYMENT SERVICES INC., FLO-BACK EQUIPMENT
 INC., LIBERTY ENERGY SERVICES LTD. WESTERN
 CANADIAN MULCHING LTD. AND WOLVERINE GROUP
 INC.

Clerk’s Stamp

BD

DOCUMENT CONSENT RECEIVERSHIP ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
 McCarthy Tétrault LLP
 Suite 4000, 421 7th Avenue SW
 Calgary AB T2P 4K9
 Attention: Sean Collins / Walker W. MacLeod / Pantelis
 Kyriakakis / Nathan Stewart
 Phone: 403-260-3531 / 3710 / 3536 / 3534
 Fax: 403-260-3501
 Email: scollins@mccarthy.ca / wmacleod@mccarthy.ca /
 pkyriakakis@mccarthy.ca / nstewart@mccarthy.ca

DATE ON WHICH ORDER WAS PRONOUNCED: December 8, 2023
LOCATION OF HEARING OR TRIAL: Edmonton, Alberta
NAME OF JUDGE WHO MADE THIS ORDER: Justice J.T. Neilson

UPON the application (the “**Application**”) of Canadian Western Bank (the “**Lender**”), in respect of Wolverine Energy and Infrastructure Inc., Wolverine Equipment Inc., Wolverine Construction Inc., Wolverine Management Services Inc., HD Northern Equipment Sales and Rentals Inc., HD Energy Rentals Ltd., BHW Employment Services Inc., Flo-Back Equipment Inc., Liberty Energy Services Ltd., and Western Canadian Mulching Ltd. (collectively, the “**Debtors**”); **AND UPON** having read the Application, the Affidavit of Rod Randall, sworn on December 8, 2023 (the “**Affidavit**”), and the Affidavit of Service of Katie Hynne, to be filed (the “**Service Affidavit**”); **AND UPON** reading the consent of FTI Consulting Canada Inc. to act as receiver and receiver and manager (the “**Receiver**”) of all of the assets, properties, and undertakings of the Debtors, filed; **AND UPON** noting the consent endorsed hereon of counsel to the Debtors, for the

Debtors; **AND UPON** hearing counsel for the Lender, counsel for the proposed Receiver, and any other counsel or other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the Application for this order (the “**Order**”) and the Affidavit is hereby abridged, if necessary, the Application is property returnable today, service of the Application and the Affidavit on the service list (the “**Service List**”) attached as Exhibit “A” to the Service Affidavit, in the manner described in the Service Affidavit, is good and sufficient, and no other persons other than those listed on the Service List, are entitled to service of the Application and the Affidavit.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”), section 13(2) of the *Judicature Act*, R.S.A. 2000, c. J-2, and 66(7) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7, FTI Consulting 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 (collectively, the “**Property**”).

RECEIVER’S POWERS

3. 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 Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any parts of the business, or cease to perform any contracts of the Debtors and to pay amounts owing for goods or services supplied to the Debtors prior to the date of this Order (and including, for greater certainty, goods or services supplied to the Debtors prior to November 30, 2023) if, in the opinion of the Receiver, the supplier or vendor of such goods or services is necessary for the operation of the business or the preservation of the Property, provided that the total amount of payments for such pre-filing goods and services does not exceed \$500,000 (or such greater amount as this Court may by further authorize);
- (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 Debtors;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtors;

- (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 Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (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 Debtors, 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 \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$1,500,000; 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*, RSA 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 Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (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 Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their 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.

5. 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 Debtors, 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 or in paragraph 6 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.

6. 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

7. 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

8. 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; 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 OF REMEDIES

9. 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 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, 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.
10. 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

11. 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 Debtors, except with the written consent of the Debtors and the Receiver, or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract (as defined in the BIA) from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

12. 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 Debtors, 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 Debtors,

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 their 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 the Debtors, by and through the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. 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

14. Subject to employees' rights to terminate their employment, all employees of the Debtor 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*, SC 2005, c.47 (“**WEPPA**”). To the extent not previously paid, the Receiver shall pay all wages (as such term is defined in the *Employment Standards Code*, RSA 2000, c. E-9) that are due and accrued due to employees of the Debtors as of the date of this Order.

15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c. 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 Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATIONS ON ENVIRONMENTAL LIABILITIES

16. (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

- 17. 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 and, for the avoidance of doubt, the Receiver shall have no liability for failure to make any filings (including financial statements), disclosures, core or non-core documents, restatements,

amendments to existing filings, press releases or any other actions that may be required by any federal, provincial or other law respecting securities or capital markets in Canada, or by the rules and regulations of a stock exchange, including, without limitation, the *Securities Act*, RSA 2000, c S.4 and comparable statutes enacted by other provinces or territories of Canada or the rules, regulations and policies of the Toronto Stock Exchange or the TSX Venture Exchange. 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

18. 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 \$500,000, 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:
 - (a) section 14.06(7), 81.4(4), 81.6(2), and 88 of the BIA; and
 - (b) the right of any Person who holds a valid and enforceable purchase-money security interest against any of the Property to apply to vary the priority afforded to the Receiver's Charge herein within thirty (30) days of being served with a copy of this Order.
19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. 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

21. The Receiver is 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 \$3,000,000 (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 subject to:
- (a) ranking subordinate in priority to the Receiver's Charge;
 - (b) the charges set out in sections 14.06(7), 81.4(4), 81.6(2), and 88 of the BIA; and
 - (c) the right of any Person who holds a valid and enforceable purchase-money security interest against any of the Property to apply to vary the priority afforded to the Receiver's Borrowings Charge herein within thirty (30) days of being served with a copy of this Order.
22. 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.
23. 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.
24. 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.

25. The Receiver shall be authorized 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

26. 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

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. 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.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
30. 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.
31. The Receiver be 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.

32. 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 Debtor's estate with such priority and at such time as this Court may determine.
33. 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.

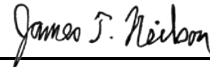
FILING

34. The Receiver shall establish and maintain a website in respect of these proceedings at <http://cfcanada.fticonsulting.com/wolverine> (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.
35. 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.

36. 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.



Justice of the Court of King's Bench of Alberta

CONSENTED TO BY:

BENNETT JONES LLP

Per: 
Name: Keely Cameron
Counsel to Wolverine Energy and
Infrastructure Inc., Wolverine Equipment
Inc., Wolverine Construction Inc.,
Wolverine Management Services Inc.,
HD Northern Equipment Sales and
Rentals Inc., HD Energy Rentals Ltd.,
BHW Employment Services Inc., Flo-
Back Equipment Inc., Liberty Energy
Services Ltd., and Western Canadian
Mulching Ltd.

**SCHEDULE "A" TO THE RECEIVERSHIP ORDER
RECEIVER CERTIFICATE**

CERTIFICATE NO. _____

AMOUNT: \$ _____

1. THIS IS TO CERTIFY that FTI Consulting Canada Inc., the receiver and receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of Wolverine Energy and Infrastructure Inc., Wolverine Equipment Inc., Wolverine Construction Inc., Wolverine Management Services Inc., HD Northern Equipment Sales and Rentals Inc., HD Energy Rentals Ltd., BHW Employment Services Inc., Flo-Back Equipment Inc., Liberty Energy Services Ltd., and Western Canadian Mulching Ltd. appointed by Order of the Court of King's Bench of Alberta (the "**Court**") dated the 8th day of December, 2023 (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 _____ 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__.

FTI Consulting 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: