UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN

In re: Mara Technologies USA Inc.,[1] Debtor in a Foreign Proceeding.	Chapter 15 Case No.: 26-45562 (MLO) (Joint Administration Requested)

EMERGENCY MOTION OF
FOREIGN REPRESENTATIVE FOR PROVISIONAL
RELIEF UNDER SECTION 1519 OF THE BANKRUPTCY CODE

KSV Restructuring Inc. ("KSV"), the court-appointed receiver and manager (the "Receiver") and authorized foreign representative (the "Foreign Representative") of above-captioned debtor, together with Invotek Group Inc., Invotek Group USA Inc., and Mara Technologies Inc. (collectively, the "Debtors"), which are the subjects of a receivership proceeding (the "Canadian Proceeding") under section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c.

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1 An order has been requested directing the joint administration of these chapter 15 cases. The chapter 15 debtors incorporated in Canada (the "Canadian Debtors") are: Invotek Group Inc. (Canadian Corp. No. 1215931-7), Case No. 26-45536 and Mara Technologies Inc. (Ontario Corp. No. 1954003), Case No. 26-45545. The chapter 15 debtors incorporated in the United States (the "U.S. Debtors"), with the last four digits of each U.S. Debtor's federal tax identification number, are: Invotek Group USA Inc. (4011), Case No. 26-45556 and Mara Technologies USA Inc. (1919), Case No. 26-45562. The Debtors' executive headquarters are at 5680 14th Avenue, Markham, Ontario L3S 3K8, Canada.

C.43, as amended (the "CJA") pending before the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court"), submits this motion seeking entry of an order substantially in the form attached as **Exhibit A** (the "Provisional Relief Order"), granting provisional relief to the Receiver and the Debtors and their property within the territorial jurisdiction of the United States under sections 105(a), 306, 362, 1504, 1509, 1510, 1515, 1517, 1519, 1520, 1521, 1525, and 1527 of title 11 of the United States Code (the "Bankruptcy Code").

In support of this motion, the Foreign Representative relies upon and incorporates by reference:

(a) the *Verified Petition of Foreign Representative for (I) Recognition of Canadian Proceeding as Foreign Main Proceeding, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code* (the "Verified Petition");

(b) the *Declaration of Foreign Representative Under 11 U.S.C. § 1515 and Rule 1007(a)(4) of the Federal Rules of Bankruptcy Procedure and in Support of Verified Petition of Foreign Representative for (I) Recognition of Canadian Proceeding as Foreign Main Proceeding, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code* (the "Foreign Representative Declaration"); and

(c) the *Declaration of Edmond Lamek in Support of Verified Petition of Foreign Representative for (I) Recognition of Canadian Proceeding as Foreign Main Proceeding, (II) Recognition of Foreign Representative, and (III) Related Relief Under Chapter 15 of the Bankruptcy Code* (the "Foreign Law Declaration"), each filed with this motion.[2]

[2] Capitalized terms not otherwise defined herein shall have their meaning as set forth in the Verified Petition, Foreign Representative Declaration, or Foreign Law Declaration, as applicable.

PRELIMINARY STATEMENT

1. The Debtors are an electronics manufacturer headquartered in Markham, Ontario, with substantial operations in Holly, Michigan. The Debtors' Canadian and U.S. operations are integrated, with many of their products using processes on both sides of the border to manufacture finished products. Given the cross-border nature of the Debtors' business, chapter 15 relief is essential to the success of the Canadian Proceeding.

2. The Receiver intends to conduct a process to complete a going-concern sale or restructuring of the business. The Debtors' business depends on U.S. counterparties to operate, from essential service providers to critical vendors. Any disruption in the delivery of services or the Debtors' supply chain would jeopardize the Receiver's ability to operate the Debtors' business and conduct a restructuring transaction.

3. It is a term of the Appointment Order (defined below) issued in the Canadian Proceeding that all suppliers and service providers are prohibited from discontinuing, altering, interfering with, or terminating the supply of goods or services, provided in each case that the normal prices or charges for all such goods or services received after the date of the Appointment Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as

ordered by the Canadian Court. Unless those provisions of the Canadian Court's order are enforced in the United States, a single critical supplier, service provider, or other counterparty could halt the Debtors' production or operations, cause missed customer commitments, destroy going-concern value, and trigger a value-destructive liquidation instead of an orderly going-concern sale.

4. The Debtors' secured lenders have expressly conditioned their willingness to fund continued operations on immediate stabilization of the supply chain and essential services. Without enforcement of the Canadian Court's supply and service continuity provisions in the United States, the Debtors' lenders will not advance funds necessary to sustain the Debtors' business through these proceedings. The consequence of losing that funding would be immediate and catastrophic: the Debtors would be unable to pay employees, purchase materials, or fulfill customer orders, resulting in a sudden cessation of operations and the destruction of going-concern value.

5. The Receiver intends to preserve and realize that value through a court-supervised process. The limited provisional relief sought here, which preserves the status quo and allows the Receiver to access funding necessary to continue the Debtors' operations, is a critical step. The Foreign Representative urgently seeks this Court's intervention to preserve the status quo before it is too late.

JURISDICTION AND VENUE

6. This Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334.

7. These chapter 15 cases were properly commenced for each of the Debtors under sections 1504, 1509(a), and 1515 of the Bankruptcy Code. This is a core proceeding under 28 U.S.C. § 157(b)(2)(P).

8. Under Rule 7008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the Foreign Representative consents to entry of a final order on this Motion to the extent later determined necessary under Article III of the United States Constitution.

9. Venue is proper in this District under 28 U.S.C. § 1410. The U.S. Debtors are incorporated under the laws of the State of Michigan and each has a registered office in this District; Mara US is a party to litigation in this District; and the Canadian Debtors each have property in the United States, including in this District, and submit that venue in this District is consistent with the interests of justice and convenience of the parties.

10. The statutory bases for the relief requested are sections 105(a), 362, 365, 1517, 1519, and 1521 of the Bankruptcy Code.

BACKGROUND

11. The Debtors were founded in 2012 and as a group they specialize in electronics manufacturing by contracting with businesses to design and produce components or machinery for electronics based on customer specifications. The group comprises (i) Invotek Group Inc. ("Invotek Canada"), (ii) Mara Technologies Inc. ("Mara Canada"), (iii) Invotek Group USA Inc. ("Invotek US"), and (iv) Mara Technologies USA Inc. ("Mara US", and together with Mara Canada, the "Mara Companies").

12. The Debtors operate in Canada and the United States. Mara Canada operates from two leased locations in Ontario: a 40,000 sq. ft. head office and production facility in Markham, where it designs, engineers, and tests electronics, and a 22,000 sq. ft. facility in Scarborough used for large-scale systems integration, custom manufacturing, research and development, and storage. Mara US operates from a leased 66,000 sq. ft. production facility in Holly, Michigan, and an adjoining 60,000 sq. ft. warehouse (together, the "Mara US Facility"). As of April 24, 2026, the Debtors employed approximately 227 employees, including 93 in Michigan.

13. On May 5, 2026, on the application of Frontwell Capital Partners Inc. ("Frontwell"), the Debtors' senior secured lender, the Canadian Court entered an order (the "Appointment Order") appointing KSV as Receiver of all of the assets,

undertakings, and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (the "Property").[3]

14. The Appointment Order includes the following stay provisions:

> **NO PROCEEDINGS AGAINST THE RECEIVER**
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> 8. **THIS COURT ORDERS** that 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.

Appointment Order, ¶ 8.

> **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**
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> **9.** **THIS COURT ORDERS** that 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.

Id. at ¶ 9.

> **NO EXERCISE OF RIGHTS OR REMEDIES**
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> **10.** **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as

[3] The Appointment Order is attached as Exhibit D to the Foreign Representative Declaration.

> defined in the BIA, and further provided that nothing in this paragraph shall (a) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (b) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (c) prevent the filing of any registration to preserve or perfect a security interest, or (d) prevent the registration of a claim for lien.

Id. at ¶ 10.

15. The Appointment Order also prohibits the Debtors' contract counterparties from taking certain adverse actions:

> **11. THIS COURT ORDERS** that no Person shall 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, without written consent of the Receiver or leave of this Court.

Id. at ¶ 11.

> **CONTINUATION OF SERVICES:**
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> **12. THIS COURT ORDERS** that all Persons having oral or written agreements (including, but not limited to purchase orders) with the Debtors, or statutory or regulatory mandates for the supply of goods and/or services, 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 or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses

> and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

Id. at ¶ 12.

16. The Appointment Order also vests the Receiver with broad power over the Debtors' assets and business, including authority to take possession of and control the Property. *Id.* at ¶ 3(a).

NEED FOR PROVISIONAL RELIEF

A. Continuation of Services

17. The Debtors' need immediate enforcement of the Appointment Order's continuation-of-services provision. Their business depends on the uninterrupted delivery of specialized components, raw materials, transportation services and other essential services, including payroll and insurance, from a network of U.S. counterparties, many of which cannot be replaced on short notice. *See* Foreign Representative Decl., ¶ 42. Absent this Court's intervention, suppliers and service providers in the United States may attempt to discontinue services, halt deliveries, demand payment of pre-filing amounts as a condition of continued performance, refuse to release goods in transit, assert possessory or statutory liens against inventory in their custody, or invoke purported *ipso facto* rights to terminate or

modify their agreements with the Debtors. *Id.* Any of these actions would immediately disrupt the Debtors' operations and cause irreparable harm to the Debtors' going-concern value. *Id.*

18. Furthermore, without enforcement of the Appointment Order's continuity-of-service provisions in the United States, the Debtors' lenders will not advance funds necessary to maintain the Debtors' operations through these proceedings. *Id.* at ¶¶ 42–43. As a result, unless the provisional relief is granted, the Receiver will be forced to cease the Debtors' operations if its U.S. suppliers or providers refuse to continue to supply goods and services to the Debtors. *Id.*

B. Stay of Litigation

19. On April 20, 2026, Ameripak, Inc., a Michigan packaging supplier, sued Mara US in the 52-2nd District Court for Oakland County, Michigan (Case No. 26-01887-GC) (the "Ameripak Action"), asserting breach of contract. *Id.* at ¶ 36. If the Ameripak Action was validly served on or around April 21, 2026, Mara US's response would be due imminently under Rule 2.108(A)(1) of the Michigan Court Rules.[4]

20. The Ameripak Action should be immediately stayed to preserve the Debtors' limited resources and avoid piecemeal litigation that would distract the

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4 All of the Debtors' rights in connection with the Ameripak Action are expressly reserved, including the right to contest the validity of service.

Receiver from administering the Canadian Proceeding. The claims asserted in the Ameripak Action are properly addressed in the Canadian Proceeding, where the Receiver can evaluate, reconcile, and resolve all creditor claims against the Debtors through a single, centralized process under the supervision of the Canadian Court.

21. The Debtors urgently need provisional relief. Without it, suppliers and service providers may halt deliveries or discontinue services, production may stop and the Receiver may be forced to fight piecemeal battles in multiple U.S. forums. The threatened harm is irreparable.

RELIEF REQUESTED

22. Under sections 105(a), 1519, and 1521 of the Bankruptcy Code, the Foreign Representative asks the Court to enter the Provisional Relief Order, substantially in the form attached as **Exhibit A**, granting the following provisional relief pending recognition of the Canadian Proceeding:

A. Recognizing the Foreign Representative as the "foreign representative" as defined in section 101(24) of the Bankruptcy Code with respect to the Debtors, with full authority to administer the Debtors' assets and affairs in the United States.

B. Recognizing and enforcing the Appointment Order in the United States, including without limitation (i) staying the commencement or continuation of any actions or remedies against the Receiver, the Debtors or their Property, including the Ameripak Action; and (ii) requiring that all Persons having oral or written agreements (including, but not limited to purchase orders) with the Debtors, or statutory or regulatory mandates for the supply of goods or services to the Debtors, are restrained from discontinuing, altering, interfering with or terminating the supply of such goods or services

as may be required by the Receiver, so long as charges for these goods or services are paid by the Receiver in the ordinary course, or as otherwise may be agreed by the Receiver and the vendors.

C. Finding that, until the Court rules on the Verified Petition, section 362 of the Bankruptcy Code applies to the Debtors and the Property within the territorial jurisdiction of the United States. Without limiting the foregoing, the Provisional Relief Order shall impose a stay within the territorial jurisdiction of the United States of:

i. The commencement or continuation, including the issuance or employment of process, of any judicial, administrative, or other action or proceeding involving or against the Debtors or their assets or proceeds, or to recover a claim or enforce any judicial, quasi-judicial, regulatory, administrative, or other judgment, assessment, order, lien, or arbitration award against the Debtors or their assets or proceeds, or to exercise any control over the Debtors' assets located in the United States except as authorized by the Foreign Representative in writing;

ii. The creation, perfection, seizure, attachment, enforcement, or execution of liens or judgments against the Property in the United States or from transferring, encumbering or otherwise disposing of or interfering with the Debtors' assets or agreements in the United States without the express consent of the Foreign Representative;

iii. Any act to collect, assess, or recover a claim against the Debtors that arose before the commencement of the Debtors' chapter 15 cases; and

iv. The setoff of any debt owing to the Debtors that arose before the commencement of the Debtors' chapter 15 cases against any claim against the Debtors.

D. Finding that, until the Court rules on recognition requested in the Verified Petition, section 365(e) of the Bankruptcy Code applies to the Debtors' executory contracts and unexpired leases within the territorial jurisdiction of the United States.

E. Finding that, until the Court rules on recognition requested in the Verified Petition, all counterparties to the Debtors' executory contracts are prohibited from terminating or modifying those contracts for any reason, including nonpayment or any *ipso facto* clause described by section 365(e)(1) of the Bankruptcy Code.

F. Finding that, until the Court rules on the Verified Petition, all landlords and other parties leasing premises to the Debtors in the United States are prohibited from: terminating or modifying any lease for any reason, including nonpayment of rent or any *ipso facto* clause described by section 365(e)(1) of the Bankruptcy Code; enforcing any "landlord lien," possessory lien, or similar lien against any Property; changing the locks or codes on the Debtors' premises; or commencing or continuing any eviction or similar proceedings.

BASIS FOR RELIEF

23. Section 1519 of the Bankruptcy Code permits the Court, "[f]rom the time of filing a petition for recognition until [it] rules on the petition[,]" to grant provisional relief pending recognition of the foreign proceeding where such relief is "urgently needed to protect the assets of the debtor or the interests of the creditors[.]" 11 U.S.C. § 1519(a). Sections 1519(a)(1)–(3) of the Bankruptcy Code define the scope of available provisional relief, which includes:

A. staying execution against the debtor's assets;

B. entrusting the administration or realization of all or part of the debtor's assets located in the United States to the foreign representative or another person authorized by the court, including an examiner, in order to protect and preserve the value of assets that, by their nature or because of other circumstances, are perishable, susceptible to devaluation or otherwise in jeopardy; and

C. any relief referred to in paragraph (3), (4), or (7) of section 1521(a).

11 U.S.C. § 1519(a).

24. Importantly, section 1519(a)(3) incorporates the relief available under section 1521(a)(7), which grants the Court authority to provide "any additional relief that may be available to a trustee." 11 U.S.C. § 1521(a)(7). A trustee under the Bankruptcy Code may seek a broad range of relief, including the relief under sections 362 and 365 that the Foreign Representative seeks by this motion.

25. In determining whether provisional relief is appropriate, courts apply the "standards, procedure, and limitations" applicable to entry of a preliminary injunction. 11 U.S.C. § 1519(e); *In re Andrade Gutierrez Engenharia S.A.*, 645 B.R. 175, 180–81 (Bankr. S.D.N.Y. 2022).

26. For the reasons set out below, the relief requested meets the standards for a preliminary injunction. Moreover, it also promotes cooperation between U.S. and Canadian courts in cross-border cases. The "fair and efficient administration of cross-border [cases] that protects the interest of all creditors, and other interested entities," including the Debtors, is essential to the "protection and maximization of the value of the [Debtors'] assets." 11 U.S.C. § 1501(a).

27. Courts routinely grant this type of provisional relief in chapter 15 cases, imposing the automatic stay under section 362 or ordering similar relief to maintain the status quo pending recognition, including in cases involving Canadian restructurings. *See, e.g.*, *In re Giftcraft Ltd.*, Case No. 25-11030 (Bankr. S.D.N.Y. June 16, 2025) [D.I. 16] (granting provisional relief and applying section 362 of the

Bankruptcy Code to the debtors and their property within the United States); *In re Mood Media Corp.*, Case No. 17-11413 (Bankr. S.D.N.Y. May 24, 2017) [D.I. 21] (same); *In re Lion Electric Co.*, Case No. 24-18898 (Bankr. N.D. Ill. Dec. 20, 2024) [D.I. 27] (same); *In re Antamex Industries ULC,* Case No. 24-10934 (Bankr. D. Del. May 6, 2024) [D.I. 25] (same); *In re Pride Group Holdings, Inc.*, Case No. 24-10632 (Bankr. D. Del. April 3, 2024) [D.I. 49] (same); *In re SimEx Inc*., Case No. 24-10083 (Bankr. D. Del. Jan. 26, 2024) [D.I. 26] (same); *In re NextPoint Financial Inc*., Case No. 23-10983 (Bankr. D. Del. July 27, 2023) [D.I. 39] (same); *In re Azure Dynamics Corporation*, Case No. 12-47498 (WS) (Bankr. E.D. Mich. March 27, 2012) [D.I. 14] (same).

I. Provisional Relief Is Urgently Needed to Protect the Debtors' Assets.

28. The Debtors' supply chain and essential services could be disrupted without warning. U.S. suppliers and service providers might not comply with the Appointment Order and may suddenly halt deliveries, discontinue services, demand payment of pre-filing arrears, or invoke purported *ipso facto* rights. And in the Ameripak Action, if service was valid, a response will come due imminently, meaning the Receiver could be forced to divert resources to defend pre-commencement U.S. litigation stayed by the terms of the Appointment Order before this Court has ruled on the Verified Petition.

29. These risks are precisely what provisional relief under section 1519 is designed to address. *See, e.g.*, *In re Andrade Gutierrez*, 645 B.R. at 181 ("irreparable harm exists when local actions could hinder the orderly process of a foreign proceeding and the goal of fair distribution of assets") (citing *In re Petition of Garcia Avila*, 296 B.R. 95, 114 (Bankr. S.D.N.Y. 2003)).

II. The Requested Relief Meets the Standards for a Preliminary Injunction.

30. Provisional relief is conditioned on a foreign representative demonstrating that a debtor meets the standards applicable to an injunction. *See* 11 U.S.C. § 1519(e). In this context, "a preliminary injunction is warranted when (a) there is a likelihood of success on the merits (*i.e.*, the request for recognition); (b) there is 'an imminent irreparable harm' to the debtor if the preliminary injunction is not issued; (c) 'the balance of harms tips in favor of the moving party'; and (d) 'the public interest weighs in favor of an injunction.'" *In re Andrade Gutierrez*, 645 B.R. at 181 (citing *Lyondell Chem. Co. v. Centerpoint Energy Gas Servs. (In re Lyondell Chem. Co.)*, 402 B.R. 571, 588–89 (Bankr. S.D.N.Y. 2009)). The Debtors satisfy this standard.

A. There Is a Substantial Likelihood of Recognition of the Canadian Proceeding as a Foreign Main Proceeding, or in the Alternative, a Foreign Nonmain Proceeding.

31. The Foreign Representative is likely to succeed on the merits because the Canadian Proceeding satisfies the requirements of a foreign main proceeding, or

in the alternative, a foreign nonmain proceeding. As detailed more fully in the Verified Petition, the Canadian Proceeding is a (i) "foreign proceeding" as defined in section 101(23) of the Bankruptcy Code and a (ii) "foreign main proceeding," or alternatively, with respect to the U.S. Debtors, "foreign nonmain proceeding," each as defined in section 1502(4) of the Bankruptcy Code.

32. The Bankruptcy Code provides that a "foreign proceeding" must be recognized as a foreign main proceeding if it is pending in the country where the debtor has its center of its main interests ("COMI"). 11 U.S.C. § 1517(b). In the absence of evidence to the contrary, a debtor's registered office is presumed to be its COMI. *See* 11 U.S.C. § 1516(c).

33. Each of the Canadian Debtors has its registered office in Canada, and therefore, the Canadian Proceeding is a "foreign main proceeding" with respect to the Canadian Debtors by virtue of the presumption under section 1516(c) of the Bankruptcy Code. For the U.S. Debtors, whose operations are integrated with the Canadian Debtors, the evidence rebuts any presumption that their COMI is not in Canada, and thus, the Canadian Proceeding should also be recognized as a foreign main proceeding for the U.S. Debtors. As set forth in the Foreign Representative Declaration and the Verified Petition, the Debtors are functionally, administratively, and financially integrated, and headquartered in Markham, Ontario. Indeed, while Mara US owns and operates the Mara US Facility, it is centrally managed by head-

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office employees and senior management in Ontario. *See* Foreign Representative Decl., ¶ 15. Accordingly, the Canadian Proceeding should also be recognized as a foreign main proceeding for the U.S. Debtors.

34. In the alternative, the Foreign Representative Declaration shows that the U.S. Debtors have operations in Canada and depend on the Canadian Debtors for management decisions, operational financing, logistics, and personnel in various departments including human resources, finance, accounting, and payroll, among others. *Id.* These facts create an "establishment" in Canada within the meaning of section 1502 of the Bankruptcy Code, permitting this Court to recognize the U.S. Debtors' Canadian Proceeding as a "foreign nonmain proceeding."

35. Additionally, the Foreign Representative has demonstrated that it is a "foreign representative" as defined in section 101(24) of the Bankruptcy Code. Further, these chapter 15 cases were duly and properly commenced by filing petitions accompanied by all fees, documents, and information required by the Bankruptcy Code and the Bankruptcy Rules including: (a) a corporate ownership statement containing the information described in Bankruptcy Rule 7007.1; (b) a list containing (i) the names and addresses of all persons or bodies authorized to administer foreign proceedings of the Debtors, (ii) all parties to litigation pending in the United States in which the Debtors are a party at the time of the filing of the Verified Petition, and (iii) all entities against whom provisional relief is being sought

under section 1519 of the Bankruptcy Code; (c) a statement identifying all foreign proceedings with respect to the Debtors that are known to the Receiver; and (d) a certified copy of the Appointment Order.

36. Courts in this and other districts have granted recognition to foreign proceedings similar to the Canadian Proceeding as "foreign main proceedings," where, as is the case here, US entities were part of a jointly administered Canadian proceeding with their Canadian parent, and the debtor presented evidence, as here, of these entities' COMI being in Canada. *See, e.g.*, *In re NextPoint Financial Inc.,* No. 23-10983 (TMH) (Bankr. D. Del. July 27, 2023) [D.I. 54]; *In re Just Energy Grp. Inc.*, No. 21-30823 (MI) (Bankr. S.D. Tex. Apr. 2, 2021) [D.I. 82]; *In re The Aldo Group Inc.*, No. 20-11060 (KBO) (Bankr. D. Del. May 8, 2020) [D.I. 66]; *In re Pac. Exploration & Prod. Corp*., No. 16-11189 (JLG) (Bankr. S.D.N.Y. June 10, 2016) [D.I. 25]; *In re John Forsyth Shirt Co. Ltd.*, No. 13-10526 (SCC) (Bankr. S.D.N.Y. Mar. 18, 2013) [D.I. 24]; *In re Essar Steel Algoma Inc*., No. 15-12271 (BLS) (Bankr. D. Del. Dec. 2, 2015) [D.I. 100]; *In re Talon Sys. Inc.*, No. 13-11811 (KJC) (Bankr. D. Del. Aug. 30, 2013) [D.I. 49]; *In re Arctic Glacier Int'l Inc*., No. 12-10605 (KG) (Bankr. D. Del. Mar. 16, 2012) [D.I. 70]; *In re Catalyst Paper Corp.*, No. 12-10221 (PJW) (Bankr. D. Del. March 5, 2012) [D.I. 89]; *In re Angiotech Pharm., Inc.*, No. 11-10269 (KG) (Bankr. D. Del. Feb. 22, 2011) [D.I. 83]. The likelihood of success on the underlying merits here is therefore substantial.

37. The first element is satisfied in the context of a motion under section 1519 if the movant shows that it will likely obtain recognition of the foreign proceeding. *In re Andrade Gutierrez*, 645 B.R. at 181 (citations omitted). Under section 1502 of the Bankruptcy Code, the term "foreign main proceeding" means "a foreign proceeding pending in the country where the debtor has the center of its main interests." 11 U.S.C. § 1502(4). Section 1516 establishes a rebuttable presumption that the debtor's registered office is its center of main interests. *See* 11 U.S.C. § 1516(c).

38. Courts have held that a foreign representative seeking recognition of a "foreign proceeding" must prove that such proceeding:

a. is either judicial or administrative;

b. is collective in nature;

c. is in a foreign country;

d. is authorized or conducted under a law related to insolvency or the adjustment of debts;

e. is one in which the debtor's assets and affairs are subject to the control or supervision of a foreign court; and

f. is for the purpose of reorganization or liquidation.

See In re Ashapura Minechem Ltd., 480 B.R. 129, 136 (S.D.N.Y. 2012) (citations omitted).

39. The Canadian Proceeding satisfies each of these requirements for recognition as a "foreign main proceeding." As set forth in the Foreign Law

Declaration, the Canadian Proceeding is a judicial proceeding pending before the Canadian Court under the BIA for the purpose of reorganization or liquidation.

40. The Canadian Proceeding is also collective in nature. A proceeding is "collective" within the meaning of section 101(23) when it considers the rights and obligations of all creditors and operates for their collective benefit, rather than at the behest of any single creditor, and subjects the debtor's assets and affairs to court supervision for the purpose of an orderly reorganization or liquidation. *See In re Betcorp Ltd.*, 400 B.R. 266, 281 (Bankr. D. Nev. 2009) (a proceeding is "collective" when it "considers the rights and obligations of all creditors"); *In re ENNIA Caribe Holding N.V.*, 594 B.R. 631, 638 (Bankr. S.D.N.Y. 2018) (same); *In re Agro Santino, OOD*, 653 B.R. 79 (Bankr. S.D.N.Y. 2023) (same). Applying that standard, courts have held that a Canadian receivership commenced under section 243(1) of the BIA and section 101 of the CJA satisfies the "collective" element. *See In re Iovate Health Scis. Int'l Inc.*, 673 B.R. 516, 532–33 (Bankr. S.D.N.Y. 2025) (Canadian proceeding under the BIA is "collective in nature" and "subjects the Debtors' assets and affairs to the supervision of the foreign court"); *In re Giftcraft Ltd.*, 2025 WL 1583480, at *9 (Bankr. S.D.N.Y. June 4, 2025) (Canadian receivership under BIA section 243(1) and CJA section 101 "almost certainly constitutes a 'foreign proceeding'"). The Canadian Proceeding has all of the hallmarks those courts identified as dispositive. The Appointment Order vests the Receiver with all of the Debtors' present and future

property, assets, and undertakings, and grants the Receiver broad authority to manage, operate, and dispose of the Debtors' business under the Canadian Court's continuing supervision. The Appointment Order also imposes a sweeping stay barring any creditor from commencing or continuing proceedings, enforcing remedies, or exercising rights against the Debtors or the Property without leave of the Canadian Court. That stay protects the estate for the benefit of all creditors and forecloses the kind of unilateral, race-to-the-courthouse collection that would defeat collective treatment. Courts have routinely recognized Canadian receiverships of this character as foreign proceedings on materially identical facts. *See Giftcraft*, 2025 WL 1583480, at *9 (collecting recognition orders in *In re Ted Baker Canada Inc.*, No. 24-10699 (Bankr. S.D.N.Y. May 17, 2024); *In re Antamex Industries ULC*, No. 24-10934 (Bankr. D. Del. June 4, 2024); *In re Nygard*, No. 20-10828 (Bankr. S.D.N.Y. Nov. 5, 2020); and *In re Thane Int'l, Inc.*, No. 15-12186 (KG) (Bankr. D. Del. Dec. 1, 2015), among others).

41. Further, the Canadian Proceeding is pending in a country where the Debtors have their "center of main interest," as evidenced by the following:

a. the head office for all of the Debtors, including the U.S. Debtors, is located in Markham, Ontario;

b. the Debtors' largest creditors, Frontwell and EDC, are Canadian lenders with their head offices in Toronto, Ontario;

c. the Debtors' credit documents with Frontwell and BMO are governed by Ontario law;

d. the U.S. Debtors are each a party to the Frontwell Credit Agreement and Mara US is a party to the EDC Credit Agreement;

e. all of the Debtors' executive management team, including its Chairman, Chief Executive Officer, Chief Operating Officer, and Chief Financial Officer, are all based in Markham and employed by Mara Canada;

f. all daily administrative and operational management decisions are directed by senior management of Mara Canada, including accounting, financial reporting, budgeting, treasury and operational oversight. Mara US employees report to Mara Canada with respect to certain administrative functions in Mara US;

g. substantially all strategic decision-making for the Debtors, including the U.S. Debtors, is made by executives of Mara Canada;

h. the Board of Directors of each of the Debtors is composed entirely of Canadian individuals based in Canada, except for Stephen Toy, a U.S. citizen based in the U.S. who is one of five directors of Invotek Canada;

i. the Debtors' cash management system relies on Mara Canada's bank accounts. Mara Canada and Frontwell make advances to Mara US to fund business operations;

j. the Mara Companies' vendor relationships, including the sourcing of, and payment for, goods and services are paid directly by Mara Canada, or Mara Canada or Frontwell (on behalf of Mara Canada) make advances to Mara US to pay vendors;

k. customer parts are manufactured, in whole or in part, in Canada, with final production of devices manufactured for ATX performed in the US;

l. the Debtors' external auditors are BDO Canada LLP in Canada;

m. the audited financial statements of the Debtors are prepared in accordance with Canadian accounting standards for private enterprises; and

n. the Receiver is currently managing the Debtors' affairs and assets from Canada.

See Foreign Representative Decl. ¶¶ 9–40.

42. These chapter 15 cases were properly commenced with all fees, documents, and information required by the Bankruptcy Code and the Bankruptcy Rules. Upon recognition of the Canadian Proceeding as a foreign main proceeding, section 362 of the Bankruptcy Code will automatically apply under section 1520(a)(1). 11 U.S.C. § 1520(a)(1); *see also Coast-To-Coast Produce, LLC v. Lakeside Produce USA, Inc.*, 709 F. Supp. 3d 413, 432 (E.D. Mich. 2023) (explaining the requirements of section 1515 and the resulting automatic stay under section 1520(a)(1)).

B. The Debtors and Their Stakeholders Will Suffer Irreparable Harm Absent Provisional Relief.

43. Provisional relief is critical to prevent irreparable damage to the Debtors that would undermine the Canadian Proceeding. These chapter 15 cases were commenced to obtain this Court's assistance in support of the Canadian Proceeding and to give effect in the United States to the Appointment Order and subsequent orders of the Canadian Court (on proper subsequent motion). Without provisional relief, suppliers and service providers may halt the delivery of essential goods and services, severing the supply chain and disrupting essential operations on

which the Debtors' business depend. *See* Foreign Representative Decl., ¶ 42. Such unilateral action would diminish the value of the Debtors' assets to the detriment of all stakeholders. Additionally, the Ameripak Action, if permitted to proceed, would drain the Debtors' limited resources and distract the Receiver from administering the Canadian Proceeding.

44. Chapter 15 provides for protection by enjoining all creditors from acting against a debtor's assets and preventing any creditor from gaining an unfair advantage. *See* 11 U.S.C. § 1501. Courts have recognized the need for provisional relief to ensure orderly distribution of a debtor's assets in a single proceeding and prevent piecemeal enforcement across multiple jurisdictions. *See, e.g.*, *In re Energy Coal S.P.A*., 582 B.R. 619, 626–27 (Bankr. D. Del. 2018) (harm to an estate exists where orderly determination of claims and fair distribution of assets are disrupted); *Victrix S.S. Co., S.A. v. Salen Dry Cargo, A.B*., 825 F.2d 709, 713–14 (2d Cir. 1987) (same); *In re Banco Nacional de Obras y Servicios Publicos, S.N.C*., 91 B.R. 661, 664 (Bankr. S.D.N.Y. 1988) (injunctive relief necessary "to prevent individual American creditors from arrogating to themselves property belonging to the creditors as a group."); *In re Lines*, 81 B.R. 267, 270 (Bankr. S.D.N.Y. 1988) ("the premature piecing out of property involved in a foreign liquidation proceeding constitutes irreparable injury").

C. The Balance of Harms Weighs in Favor of Provisional Relief.

45. Preserving the status quo until the Court rules on the Verified Petition will not prejudice creditors. The relief is narrowly tailored, temporary, and subject to a final order of this Court. Suppliers and service providers are not being asked to perform without compensation; the Appointment Order specifically requires that post-filing goods and services be paid for in the ordinary course, and the Receiver intends to improve terms to cash-on-delivery or equivalent where appropriate. *See* Foreign Representative Decl., ¶ 29. Any party that believes it is harmed may also seek relief from this Court. On the other side of the scale, a supply-chain or service interruption would halt the Debtors' production and destroy going-concern value. The balance of harms therefore tips decisively in favor of provisional relief.

D. Public Interest Favors Granting Provisional Relief.

46. The requested relief is consistent with the Bankruptcy Code's core policies, including providing a debtor with a breathing spell and ensuring equitable treatment of all creditors. Granting this relief is in the public interest because it will facilitate the Receiver's efforts to maximize value for all stakeholders, including those in the United States, thereby starting the process to preserve value and jobs. *See Rehabworks, Inc. v. Lee* (*In re Integrated Health Servs., Inc.*), 281 B.R. 231, 239 (Bankr. D. Del. 2002) ("In the context of a bankruptcy case, promoting a successful reorganization is one of the most important public interests."); *Am. Film Techs, Inc.*

v. Taritero (*In re Am. Film Techs., Inc.*), 175 B.R. 847, 849 (Bankr. D. Del. 1994) ("It is 'one of the paramount interests' of this court to assist the Debtor in its reorganization efforts.") (quoting *Gathering Rest., Inc. v. First Nat'l Bank of Valparaiso* (*In re Gathering Rest., Inc.*), 79 B.R. 992, 1001 (Bankr. N.D. Ind. 1986)). Provisional relief will also minimize interjurisdictional inconsistencies and promote cooperation in cross-border insolvencies—an express purpose of chapter 15. 11 U.S.C. § 1501(a); *see also In re Giftcraft Ltd.*, 2025 Bankr. LEXIS 1350, *34 (Bankr. S.D.N.Y. June 4, 2025).

III. The Court Should Extend Comity to the Canadian Court.

47. Section 105(a) authorizes this Court to issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of the Bankruptcy Code. Exercising that equitable authority to extend comity to the Canadian Court and to give provisional effect to the Appointment Order advances Chapter 15's expressly stated objectives: cooperation with foreign courts, fair and efficient administration of cross-border insolvencies that protects all creditors' interests, protection and maximization of asset value, and facilitation of rescue. *See* 11 U.S.C. § 1501(a). U.S. courts have long described comity as the recognition one nation affords another's judicial acts, guided by practicality and respect. *See, e.g., Hilton v. Guyot*, 159 U.S. 113, 164 (1895); *Laker Airways Ltd. v. Sabena*, 731 F.2d

909, 937 (D.C. Cir. 1984); *JP Morgan Chase Bank v. Altos Hornos de México, S.A. de C.V.*, 412 F.3d 418, 423 (2d Cir. 2005).

48. Courts can also provide "additional assistance" to a Foreign Representative, consistent with the principles of comity, under section 1507(b) of the Bankruptcy Code. Although this provision typically applies after recognition, it is instructive that the relief requested here would be permitted. To determine whether to provide additional assistance, section 1507(b) requires courts to consider whether the assistance will reasonably assure: (1) just treatment of all creditors; (2) protection of U.S. claimants against prejudice and inconvenience in the processing of claims; (3) prevention of preferential or fraudulent dispositions of property; and (4) distribution of proceeds substantially in accordance with the Bankruptcy Code. See 11 U.S.C. § 1507(b)(1)–(4). Here, each of these factors weighs in favor of providing additional assistance to the Foreign Representative:

a. <u>Just treatment of creditors</u>. Enforcement of the Appointment Order's continuation-of-supply and service provisions ensures the Canadian Court's orders are applied equally to the Debtors' counterparties in the United States and in Canada. By facilitating the preservation of the Debtors' supply chain, essential services, and going-concern value, this assistance would protect the interests of all creditors.

b. <u>Protection of U.S. claimants</u>. U.S. claimants are protected by equal treatment on both sides of the border. Parties in the United States cannot gain an advantage by dissipating U.S. assets or disrupting supply contrary to the Canadian Court's orders, and their rights to participate in the Canadian Proceeding remain intact. To the extent any party believes it is prejudiced or

inconvenienced, this Court's order expressly permits requests for relief from the provisional stay for cause, providing "sufficient protection" consistent with section 1522 of the Bankruptcy Code.

c. Prevention of preferential or fraudulent dispositions. The Receiver operates under ongoing Canadian Court supervision, and transactions outside the ordinary course are subject to court approval. Provisional enforcement of the stay in the United States aligns with that regime by preventing unilateral transfers or collections in the U.S. that would be inconsistent with the Canadian Proceeding and could result in preferential or fraudulent dispositions.

d. Distribution substantially in accordance with the Bankruptcy Code. The BIA employs a structured, priority-based distribution scheme substantially in accordance with the Bankruptcy Code.

49. Extending comity here is appropriate here under section 105(a) of the Bankruptcy Code, and the Court should recognize and enforce the Appointment Order on a provisional basis until it rules on recognition at which point there is a substantial likelihood that the Receiver will succeed on the merits, obtaining entry of a final order enforcing the terms of the Appointment Order in the U.S. after recognition. The relief will ensure, among other things, continuity of supply and services to the Debtors and payment for those U.S. suppliers and service providers, eliminating prejudice to those suppliers while avoiding value-destructive disruption to the Debtors' operations.

50. In addition to the statutory rights in the Bankruptcy Code, "Federal courts generally extend comity whenever the foreign court had proper jurisdiction and enforcement does not prejudice the rights of United States citizens or violate

domestic public policy." *In re Atlas Shipping A/S*, 404 B.R. 726, 733 (Bankr. S.D.N.Y. 2009) (quoting *Victrix S.S. Co., S.A v. Salen Dry Cargo A.B.*, 825 F.2d 709, 713 (2d Cir. 1987)); *see In re Crédito Real, S.A.B. de C.V., SOFOM, E.N.R.*, 670 B.R. 150, 161–62 (Bankr. D. Del. 2025) ("when considering whether to enforce an order entered in a foreign main proceeding, U.S. bankruptcy courts should aim to maximize assistance to the foreign court conducting the foreign main proceeding"). As stated in *JP Morgan Chase Bank v. Altos Hornos de Mexico, S.A.*, "deference to the foreign court is appropriate so long as the foreign proceedings are procedurally fair and . . . do not contravene the laws or public policy of the United States." 412 F.3d 418, 424 (2d Cir. 2005).

51. In *In re Metcalfe & Mansfield Alternative Investments*, focusing specifically on extending comity to orders of Canadian courts, the court explained that "[t]he U.S. and Canada share the same common law traditions and fundamental principles of law. Canadian courts afford creditors a full and fair opportunity to be heard in a manner consistent with standards of U.S. due process. U.S. federal courts have repeatedly granted comity to Canadian proceedings." *See In re Metcalfe & Mansfield Alternative Investments,* 421 B.R. 685, 698 (Bankr. S.D.N.Y. 2010); *In re Sino-Forest Corp.*, 501 B.R. 655, 663 (Bankr. S.D.N.Y. 2013).

52. For these reasons, the Court should exercise its authority under sections 105(a) of the Bankruptcy Code, or alternatively apply common law principles to

extend comity to the Canadian Court and grant provisional enforcement of the Appointment Order pending the hearing on recognition.

BANKRUPTCY RULE 1007(a)(4)(B)

53. The Foreign Representative has filed contemporaneously the List Under Federal Rules of Bankruptcy Procedure 1007(a)(4) and 7007.1 (the "Bankruptcy Disclosures") as schedules attached to each Debtor's petition. Bankruptcy Rule 1007(a)(4)(B) requires a list of all entities against whom provisional relief is sought under section 1519 of the Bankruptcy Code, unless the court orders otherwise. As reflected in the Bankruptcy Disclosures, the Foreign Representative seeks a stay similar to that under section 362 that would affect those parties.

54. To the extent that the Debtors require the relief requested in this motion to be applied to entities not currently listed in the Bankruptcy Disclosures, the Debtors will submit supplemental Bankruptcy Disclosures to the Court.

NO PRIOR REQUEST

55. No previous request for the relief requested has been made to this Court or any other court.

NOTICE

56. The Foreign Representative will provide notice of this Motion under Bankruptcy Rule 2002(q), in the form and manner set forth in the *Motion for Order*

Scheduling Recognition Hearing and Specifying Form and Manner of Service of Notice, filed contemporaneously. No other or further notice is necessary.

WHEREFORE, the Foreign Representative requests that the Court enter the Provisional Relief Order, substantially in the form attached as **Exhibit A**, and grant such other relief as is just and proper.

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Dated: May 15, 2026

Respectfully submitted,

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EXHIBIT A

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN

In re: Mara Technologies USA Inc., Debtor in a Foreign Proceeding.	Chapter 15 Case No.: 26-45562 (MLO)

ORDER GRANTING PROVISIONAL RELIEF
UNDER SECTION 1519 OF THE BANKRUPTCY CODE

Upon consideration of the *Emergency Motion of Foreign Representative for Provisional Relief Under Section 1519 of the Bankruptcy Code* [D.I. ___] (the "Motion")[1] filed by KSV Restructuring Inc. ("KSV"), the court-appointed receiver and manager (the "Receiver") and authorized foreign representative (the "Foreign Representative") of above-captioned debtor, together with Invotek Group Inc., Invotek Group USA Inc., and Mara Technologies Inc. (collectively, the "Debtors"), which are the subjects of a receivership proceeding (the "Canadian Proceeding") under section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA"), pending before the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court"); and upon consideration of the Verified

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[1] Capitalized terms used but not defined in this Order have the meaning provided in the Motion.

Petition, the Foreign Representative Declaration, and the Foreign Law Declaration; and this Court having jurisdiction under 28 U.S.C. §§ 157 and 1334 and 11 U.S.C. §§ 109 and 1501; and this being a core proceeding under 28 U.S.C. § 157(b)(2)(P); and venue being proper under 28 U.S.C. § 1410; and the relief requested being necessary to avoid immediate and irreparable harm to the Debtors and their stakeholders; and the Court having determined that the relief granted is consistent with the purpose of chapter 15 of the Bankruptcy Code and that the legal and factual bases set forth in the Motion establish just cause for the relief granted; and no objections or other responses having been filed that have not been overruled, withdrawn, or otherwise resolved; and the Motion having been heard on an emergency basis; and for the reasons stated on the record at the hearing held on [__], 2026 (the "Hearing"); and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law under Rule 7052 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), made applicable to this proceeding under Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. There is a substantial likelihood that the Foreign Representative will demonstrate that the Canadian Proceeding constitutes a "foreign main proceeding" as defined in section 1502(4) of the Bankruptcy Code and that the Court will determine that the additional relief sought, including the relief under sections 362 and 365, is necessary to carry out the purpose of chapter 15 and to protect the Property and the interests of creditors as contemplated by section 1521 of the Bankruptcy Code.

C. The commencement or continuation of any action or proceeding in the United States against the Debtors should be enjoined under sections 105(a) and 1519 of the Bankruptcy Code to permit the expeditious and economical administration of the Canadian Proceeding, and such relief will either (a) not cause an undue hardship to other parties in interest or (b) any hardship to parties is outweighed by the benefits of the relief requested.

D. Consistent with findings by the Canadian Court and relief granted under the Appointment Order, unless a preliminary injunction is issued, there is a material risk that the Debtors' creditors or other parties in interest could discontinue supply of goods and services to the Debtors, pursue the Ameripak Action, or exercise remedies against other Property in the United States.

E. Such acts could (a) disrupt the supply chain essential to the Debtors' manufacturing operations, (b) halt production and destroy the going-concern value

of the business, (c) diminish the value of the Property, and (d) undermine the Receiver's ability to effect a going-concern sale or restructuring for the benefit of all creditors. Accordingly, there is a material risk that the Debtors may suffer immediate and irreparable injury, and it is necessary that the Court enter this Order.

F. The Foreign Representative has demonstrated that, in the interest of comity, the purpose of chapter 15 is carried out by granting recognition on a provisional basis and giving effect to the Appointment Order, as set forth in this Order.

G. The interest of the public will be served by this Court's entry of this Order.

H. All creditors and other parties in interest are sufficiently protected by the relief granted under this Order, in compliance with section 1522(a) of the Bankruptcy Code.

I. The Foreign Representative and the Debtors are entitled to the relief granted in this Order.

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

1. The Motion is GRANTED as set forth herein.

2. Beginning on the date of this Order and continuing until entry of a final

order adjudicating the Verified Petition for recognition of the Canadian Proceeding:

a. the Foreign Representative is recognized as the "foreign representative" as defined in section 101(24) of the Bankruptcy Code with respect to the Debtors, with full authority to administer the Debtors' assets and affairs in the United States;

b. section 362 of the Bankruptcy Code applies to the Debtors and their assets within the territorial jurisdiction of the United States, imposing a stay of:

   i. the commencement or continuation, including the issuance or employment of process, of any judicial, administrative, or other action or proceeding involving or against the Debtors or their assets or proceeds or the Receiver, or to recover a claim or enforce any judicial, quasi-judicial, regulatory, administrative, or other judgment, assessment, order, lien, or arbitration award against the Debtors or their assets or proceeds or the Receiver, or to exercise any control over the Debtors' assets located in the United States except as authorized by the Foreign Representative in writing;

   ii. the creation, perfection, seizure, attachment, enforcement, or execution of liens or judgments against the Property in the United States or transferring, encumbering, or otherwise disposing of or interfering with the Debtors' assets or agreements in the United States without the express consent of the Foreign Representative;

   iii. any act to collect, assess, or recover a claim against the Debtors or their Property that arose before the commencement of these chapter 15 cases; and

   iv. the setoff of any debt owing to the Debtors that arose before the commencement of these chapter 15 cases against any claim against the Debtors;

c. section 365(e) of the Bankruptcy Code applies to the Debtors'

executory contracts and unexpired leases within the territorial jurisdiction of the United States; and

d. until the Court rules on the recognition requested in the Verified Petition, all counterparties to the Debtors' executory contracts are prohibited from terminating or modifying those contracts for any reason, including nonpayment or any *ipso facto* clause described by section 365(e)(1) of the Bankruptcy Code; and

e. until the Court rules on the recognition requested in the Verified Petition, all landlords and other parties leasing premises to the Debtors in the United States are prohibited from: terminating or modifying any lease for any reason, including nonpayment of rent or any *ipso facto* clause described by section 365(e)(1) of the Bankruptcy Code; enforcing any "landlord lien," possessory lien, or similar lien against any Property; changing the locks or codes on the Debtors' premises; or commencing or continuing any eviction or similar proceedings.

3. The provisions contained in paragraphs 8 through 12 of the Appointment Order are given full force and effect on a provisional basis with respect to the parties identified in the Bankruptcy Disclosures, including any supplemental Bankruptcy Disclosures filed pursuant to paragraph 6 of this Order.

4. Under Bankruptcy Rule 7065, the security provisions of Rule 65(c) of the Federal Rules of Civil Procedure are waived, to the extent applicable.

5. The Foreign Representative shall serve, or cause to be served, notice of the Motion and this Order in the manner prescribed by Bankruptcy Rule 2002(q) as modified by this Court's *Order (A) Scheduling a Hearing on Chapter 15 Petitions and Recognition, and (B) Specifying Form and Manner of Service of Notice* [ECF No. __], which shall constitute good and sufficient notice for all purposes. The

Foreign Representative and its agents are authorized to serve any notices required under the Bankruptcy Rules or Local Rules.

6. The Foreign Representative may file supplemental Bankruptcy Disclosures enumerating additional entities to whom the relief in this Order shall apply, and the relief granted herein shall apply to such additional entities immediately upon such filing, without further order or action of this Court.

7. The Foreign Representative is authorized to take all actions necessary to carry out this Order.

8. This Order is effective and enforceable immediately upon entry.

9. Any affected party may object to the application of the relief granted herein as to such party by filing an objection on no less than seven (7) days' notice to the Receiver and any other party likely to be affected.

10. This Court retains jurisdiction over enforcement, amendment, or modification of this Order, any request for additional relief or any adversary proceeding in these chapter 15 cases, and any request for relief from this Order for cause shown.