

COURT FILE NUMBER 24-3356741

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

IN THE MATTER OF THE *BANKRUPTCY
AND INSOLVENCY ACT*, R.S.C. 1985, C.
B-3, AS AMENDED

AND IN THE MATTER OF THE NOTICE OF
INTENTION TO MAKE A PROPOSAL OF
ENDRUM ENERGY CORP.

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Clerk's Stamp

DOCUMENT **INJUNCTION AND PRESERVATION
ORDER
ORDER**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

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File No.: 71423.4

DATE ON WHICH ORDER WAS PRONOUNCED:	August <u>524</u>, 2026
LOCATION WHERE ORDER WAS PRONOUNCED:	Edmonton, Alberta
NAME OF JUSTICE WHO MADE THIS ORDER:	Justice <u>D.R. Mah</u><u>L. K. Harris</u>

UPON THE APPLICATION of the Applicant, Endrum Energy Corp. (the "**Company**"); **AND UPON** considering the filed Application ~~and~~, the Third Affidavit of Norman Antonio Morales, sworn July 27, 2026; [the Supplemental Affidavit of Norman Antonio Morales sworn July 28, 2026](#), [the Affidavit of Firyal Hamdan sworn August 4, 2026](#), [the Applicant's Brief filed July 31, 2026](#), [the Affidavit of John McMahon sworn August 24, 2026](#), [the Affidavit of Steven Oldale sworn August 6, 2026](#); [the Brief of the Respondents](#) and the Affidavit of Service, ~~filed~~; [of Firyal Hamdan dated August 10, 2026](#), **AND UPON** hearing representation from counsel for the Company, [and for the Respondents](#); **AND UPON** hearing from G. Chan & Associates Inc. (the "**Proposal Trustee**") and any other parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Jake Energy Inc., 2672682 Alberta Ltd. and Brad Peake (collectively, the "**Respondents**"), and each of them, are restrained and enjoined from:
 - a. attending or accessing the lands and well sites comprising:
 - i. Well 5-29-29-19-W4 (Crown P&NG Lease 0477070007, Twp 29, Rge 19, W4M: SW29) (the "**5-29 Well**");
 - ii. Well 6-34-35-17-W4 (Crown P&NG Lease 040484010030, Twp 35, Rge 17, W4M: Sec 34) (the "**6-34 Well**"); and
 - iii. Well 2-11-37-18-W4 (Crown P&NG Lease 040490070099, Twp 37, Rge 18, W4M: Sec 11) (the "**2-11 Well**");(collectively, the "**Disputed Assets**");
 - b. interfering in any manner with the Company's ability to protect, preserve, and operate the Disputed Assets pending determination of the dispute over ownership of the Disputed Assets, whether by further Order of this Honourable Court or by agreement between the parties; and
 - c. contacting or communicating with any of the Company's employees, contractors, suppliers, vendors, or operators in relation to the Disputed Assets.
2. Pending the final resolution of the dispute over ownership of the Disputed Assets, whether by further Order of this Honourable Court or by written agreement between the parties:
 - a. Endrum is authorized and permitted to continue operating, protecting, and preserving the Disputed Assets;
 - b. in operating, protecting, and preserving the Disputed Assets, Endrum is authorized to deduct from the gross revenues generated by each of the Disputed Assets the sum of \$750 per well, per month, to reimburse Endrum for its reasonable costs incurred in preserving and operating that well (the

"Preservation Costs"), and remit the balance of such gross revenues, net of the Preservation Costs (the **"Net Revenues"**), to Ogilvie LLP, in trust;

c. in addition to the Preservation Costs referred to in sub-paragraph (b) above, Endrum is authorized to deduct from the gross revenues generated by each of the Disputed Assets:

i. the actual costs incurred by Endrum to transport oil produced from that Disputed Asset to receiving and processing facilities, including all trucking and hauling charges ("**Transportation Costs**"); and

ii. the reasonable costs incurred by Endrum from time to time in the maintenance, repair, and upkeep of that Disputed Asset, to the extent necessary to ensure its continued safe and proper operation in accordance with applicable regulatory requirements ("**Maintenance Costs**");

and, for greater certainty, the definition of "Preservation Costs" shall be deemed to include the Transportation Costs and Maintenance Costs, and the "Net Revenues" to be remitted to Ogilvie LLP, in trust, pursuant to this Order shall be calculated as the gross revenues generated by each of the Disputed Assets, less the Preservation Costs (inclusive of Transportation Costs and Maintenance Costs);

e.d. Endrum shall remit the Net Revenues to Ogilvie LLP, in trust, on a monthly basis, within ten (10) days of the end of each calendar month in which such Net Revenues are received or realized by Endrum;

d.e. Ogilvie LLP shall hold all Net Revenues received pursuant to the Order in trust, in an interest-bearing trust account, and not release, distribute, or otherwise deal with any such funds except pursuant to a further Order of this Honourable Court or the written agreement of all parties to this proceeding;

e.f. Endrum is required to maintain complete and accurate books, records, and accounts of all gross revenues generated by, and all Preservation Costs deducted in respect of, each of the Disputed Assets, and make such books, records, and accounts available for inspection by the Respondents, or their counsel, upon reasonable written request;

f.g. upon final resolution of the dispute over ownership of the Disputed Assets, the Net Revenues held by Ogilvie LLP in trust, together with all interest accrued thereon, shall be distributed in accordance with the terms of the Order or written agreement resolving such dispute; and

g.h. Endrum, its directors, officers, employees, and agents shall incur no liability as a result of any act or omission done in good faith in the operation, protection, or preservation of the Disputed Assets, or in the deduction and remittance of Preservation Costs and Net Revenues, in accordance with the terms of the Order, save and except in the case of gross negligence or wilful misconduct.

J.C.K.B.A