

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.

APPLICANT **ENDRUM ENERGY CORP.**

RESPONDENTS **2672682 ALBERTA LTD., JAKE
ENERGY INC., and BRAD PEAKE**

DOCUMENT **AFFIDAVIT**

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

LAWSON LUNDELL LLP
Barristers and Solicitors
1100, 225 – 6th Avenue SW
Brookfield Place
Calgary, AB T2P 1N2
Attention: Jennie A. Buchanan
Telephone: (403) 269-6900
Fax: (403) 269-9494
Email: jbuchanan@lawsonlundell.com
File No.: 119661-195145

Clerk's Stamp

AFFIDAVIT OF BRAD PEAKE*Sworn September 15, 2026*

I, Brad Peake, of the Town of Drumheller, in the Province of Alberta, SOLEMNLY SWEAR AND
DECLARE THAT:

1. I am the individual against whom Endrum Energy Corp. (**Endrum**) obtained an injunction order on August 28, 2026 (the **Injunction Order**). I am also a director of the two corporate entities who are subject to the Injunction Order, 2672682 Alberta Ltd. (**267 Alberta**) and Jake Energy Inc. (**Jake Energy**). As such have personal knowledge of the matters herein deposed to except where stated to be based upon information and belief, and where that is the case, I believe that information to be true.
2. I make this Affidavit in response to Endrum's application for an order extending the Injunction Order, to respond to information contained in the Fourth Affidavit of Norman

Morales (the **Fourth Morales Affidavit**) and to address facts that have come to light since the hearing of Endrum's application for the Injunction Order during the week of August 24, 2026.

3. As explained in the Affidavit of Steven Oldale sworn August 6, 2026 (the **Oldale Affidavit**), 267 Alberta acquired the following assets from a third party earlier this year:
 - (a) Well 5-29-29-19-W4, Crown P&NG Lease 0477070007, Twp 29, Rge 19, W4M: SW29 (the **5-29 Assets**);
 - (b) Well 6-34-35-17-W4, Crown P&NG Lease 040484010030, Twp 35, Rge 17, W4M: Sec 34 (the **6-34 Assets**); and
 - (c) Well 2-11-37-18-W4, Crown P&NG Lease 040490070099, Twp 37, Rge 18, W4M: Sec 11 (the **2-11 Assets**)

(collectively, the **Disputed Assets**).

MY STATUS AS A RESPONDENT

4. I do not believe that there are any grounds for me to be personally subject to a court order restraining me from attending or accessing the Disputed Assets.
5. Based on my review of Endrum's Notice of Application for the Injunction Order, the Third Affidavit of Norman Morales (**Mr. Morales**) sworn July 27, 2026 (the **Third Morales Affidavit**), Endrum's Notice of Application for an order extending the Injunction Order, the Fourth Morales Affidavit and Endrum's Bench Brief dated September 10, 2026 (collectively, **Endrum's Materials**), I understand that Endrum initially sought the Injunction Order and is now seeking to extend the Injunction Order to preserve the Disputed Assets pending a final determination about who owns the Disputed Assets.
6. The dispute over ownership of the Disputed Assets is a dispute that is strictly between 267 Alberta and Endrum. I have no direct or indirect interest in the Disputed Assets and, contrary to the assertions at paragraph 70 of the Third Morales Affidavit, I do not consider that Endrum owes me any money, nor have I told anyone that I have "taken over" any wells for payment from Endrum.
7. I also have no personal reason to attend at or access the Disputed Assets. Since February 1, 2026 (the effective date of the agreement pursuant to which 267 Alberta acquired the 5-29 Assets), I have only attended the 5-29 wellsite on behalf of 267 Alberta and Jake Energy for the purpose of ensuring that the 5-29 Well is in proper working order and the wellsite is properly maintained. Similarly, since April 1, 2026 (the effective date of the agreement pursuant to which 267 Alberta acquired the 6-34 Assets and the 2-11 Assets), I have only attended the 6-34 and 2-11 wellsites on behalf of 267 Alberta and Jake Energy for the purpose of ensuring that the 6-34 Well and the 2-11 Well are in proper working order and the wellsites are properly maintained.

8. If this Honourable Court determines that it is appropriate to extend the Injunction Order against 267 Alberta and Jake Energy, I will have no reason to physically attend at or access the Disputed Assets and I confirm that I will not do so.
9. Similarly, I do not believe that there are any grounds for me to be personally subject to a court order restraining me from communicating with other persons about the Disputed Assets.
10. Based on my review of Endrum's Materials, I understand that Endrum takes issue with a report I made to the RCMP in May 2026 after 267 Alberta discovered that oil was missing from the tank at the 5-29 Well, and a related email that I sent to Dave Young (**Mr. Young**) of Dry Enterprises Ltd. (**Dry Enterprises**) on June 10, 2026 after withdrawing the RCMP report.
11. As explained below, at the time I made the RCMP report, Endrum had not communicated to 267 Alberta, Jake Energy or me that it disputed the validity of 267 Alberta's acquisition of the 5-29 Assets, and I sent the email to Mr. Young before Endrum's external legal counsel sent a cease and desist letter to Jake Energy on June 15, 2026. Since receiving that letter, I have understood that there is a live legal dispute over ownership of the Disputed Assets and that this Honourable Court will likely need to decide who owns the Disputed Assets. I have acknowledged this reality when communicating with third parties about the Disputed Assets and will continue to do so (provided I am not personally prohibited from communicating with other persons about the Disputed Assets).

THE RCMP REPORT

12. Based on my review of Endrum's Materials, I understand that Endrum believes that an extension of the Injunction Order is necessary because of what it characterizes as reputational harm arising from a report I made to the RCMP in May 2026 and the email I sent to Mr. Young after I withdrew the RCMP report. My email to Mr. Young is Exhibit T to the Third Morales Affidavit, a copy of which is attached hereto as **Exhibit 1**.
13. I do not believe that my report to the RCMP or my email to Mr. Young in fact caused any reputational harm to Endrum for the following reasons.
14. At paragraph 97 of the Fourth Morales Affidavit, Mr. Morales takes issue with me filing the RCMP report and sending the June 10, 2026 email to Mr. Young because I "characterized Endrum's own production as 'stolen' oil" and asserts that my doing so caused Endrum reputational harm.
15. I made the report to the RCMP in late May 2026 because oil was missing from the tank at the 5-29 Well. At the time I made the report, 267 Alberta had been operating the 5-29 Well with Endrum's knowledge for almost four months. In fact, as explained in paragraphs 13-18 of the Oldale Affidavit, I exchanged text messages with an Endrum foreman, Dean McCaffrey (**Mr. McCaffrey**), in late February 2026 about 267 Alberta's acquisition of the 5-29 Assets, and in March 2026 Endrum paid 267 Alberta for oil that it mistakenly shipped and sold from the 5-29 Well in February 2026. My text message exchange with Mr. McCaffrey is attached hereto as **Exhibit 2**.

16. Based on my communications with Mr. McCaffrey and Endrum's payment to 267 Alberta, I understood and believed that Endrum acknowledged that 267 Alberta was the rightful owner of the 5-29 Assets and oil produced from the 5-29 Well.
17. When 267 Alberta's contract operator for the 5-29 Well reported to 267 Alberta and Jake Energy that the oil was missing from the tank, no one from 267 Alberta or Jake Energy knew who took the oil or where the oil went to.
18. At the time I made the RCMP Report, I believed (and I still believe) 267 Alberta to be the rightful owner of the 5-29 Assets and the oil produced from the 5-29 Well. Endrum had not contacted 267 Alberta or Jake Energy to advise that it would be disputing 267 Alberta's ownership of the 5-29 Assets, nor had Endrum told 267 Alberta or Jake Energy that it believed it was entitled to take and sell oil produced from the 5-29 Well or that it had taken or intended to take oil from the tank at the 5-29 Well.
19. Once I discovered that Endrum was responsible for taking the oil from the 5-29 Well, I promptly withdrew the RCMP report, as shown in my June 1, 2026 email to RCMP Constable Pattullo included in Exhibit 1 to this Affidavit.
20. At paragraph 97 of the Fourth Morales Affidavit, Mr. Morales also takes issue with my June 10, 2026 email to Mr. Young (included within Exhibit 1 to this Affidavit), which Mr. Morales characterizes as a "warning" to Endrum's contractors.
21. As explained in paragraph 27 of the Oldale Affidavit, 267 Alberta had engaged Dry Enterprises as contract operator of the 2-11 Well after it acquired the 2-11 Assets in April 2026. As a result, I had developed a positive working relationship with Mr. Young. Once I learned that Endrum had taken the oil from the 5-29 Well (without any prior notice to 267 Alberta or Jake Energy), I anticipated that Endrum might try to take oil produced from the other Disputed Assets, including the 2-11 Well, and that Mr. Young might feel caught in the middle.
22. Importantly, when I sent the June 10, 2026 email to Mr. Young, Endrum still had not contacted 267 Alberta or Jake Energy to advise that it disputed 267 Alberta's ownership of the 5-29 Assets or the other Disputed Assets or that it believed it was entitled to take and sell oil produced from the Disputed Assets.
23. I sent the June 10, 2026 email to Mr. Young to make sure he was informed about 267 Alberta's acquisition of the Disputed Assets and 267 Alberta's expectation that Endrum would contact 267 Alberta or Jake Energy instead of simply taking oil produced from the Disputed Assets. Based on my positive working relationship with Mr. Young, I do not believe that he received my June 10, 2026 as a "warning" or that Mr. Young experienced any reputational harm as a result of my June 10, 2026 email.
24. Regarding Mr. Morales' insinuation that I did something wrong by characterizing the oil that Endrum took from the tank at the 5-29 Well as "stolen", it is my understanding that the question of who owns the 5-29 Assets, including any oil produced from the 5-29 Well is yet to be determined by this Honourable Court and, if the Court determines that 267 Alberta owns the 5-29 Assets, then my characterization will be accurate.

25. Endrum delivered a cease and desist letter to Jake Energy on June 15, 2026 (a copy of which is attached to the Third Morales Affidavit as Exhibit U). That was the first communication Jake Energy (and, by extension, 267 Alberta) received from Endrum indicating that Endrum disputed 267 Alberta's ownership of the Disputed Assets. Since then, Endrum has taken oil produced from the Disputed Assets. None of 267 Alberta, Jake Energy nor I have made any further reports to the RCMP.
26. To the extent that Endrum may have experienced any reputational harm arising from my report to the RCMP or my June 10, 2026 email to Mr. Young (and I do not believe it has), I believe that harm was caused by Endrum's own decision to take oil from the tank at the 5-29 Well without first providing any notice to 267 Alberta that it was reversing its position regarding 267 Alberta's right to control and operate the 5-29 Well and produce and sell oil from the 5-29 Well.

THE 5-29 WELL

27. Paragraphs 79-82 of the Fourth Morales Affidavit include a number of inaccurate statements about the 5-29 Well, which I address below.
28. As explained in paragraph 38 of the Oldale Affidavit, I attended the 5-29 wellsite on July 13, 2026. The purpose of my visit on that date was to spray for weeds and pump out water that had accumulated in a tank berm. When I arrived at the wellsite, the pumpjack was not rotating. Based on a preliminary visual inspection, I concluded that there was likely a problem with the electrical motor. I affixed a padlock to the electrical box to secure the well pending further investigation and repairs.
29. At paragraphs 80 and 81 of the Fourth Morales Affidavit, Mr. Morales insinuates that I lacked the knowledge or experience to assess what was wrong with the pumpjack and asserts that my conclusion that there was likely a problem with the electrical motor was wrong.
30. I am a mechanic by trade and a Nationally Certified Tradesperson. I have over 30 years of oil and gas mechanical and instrumentation experience. Although I am not an electrician by trade, I am sufficiently experienced to determine whether an issue with a pumpjack is likely an electrical issue.
31. In paragraph 79 of the Fourth Morales Affidavit, Mr. Morales explains that on September 2, 2026 Endrum personnel attended at the 5-29 wellsite, found the padlock I had affixed to the electrical box removed, conducted some "troubleshooting", and found that the drive motor was not faulty. In paragraph 81 of the Fourth Morales Affidavit, Mr. Morales asserts that neither I, Mr. Oldale, Jake Energy nor 267 Alberta took any steps to fix the issue with the pumpjack and suggests that the 5-29 Well was returned to production by the "basic troubleshooting steps" that Endrum's operator completed on September 2, 2026. This is incorrect.
32. I attended the 5-29 wellsite on Monday, August 17, 2026 to gather more information about the issue with the pumpjack before hiring an electrician. I opened the electrical motor and observed that a Marrette wire connector had vibrated loose and fallen off causing two wires

to become separated. I reconnected the two wires, reattached the Marrette, and tested the pumping unit. It worked. I removed the padlock from the electrical box. Attached hereto as **Exhibit 3** are two photographs I took on August 17, 2026 showing what I observed when I opened the electrical motor.

33. Paragraph 81 of the Fourth Morales Affidavit asserts that my affixing a padlock to the electrical box caused the 5-29 Well to sit idle and non-producing for approximately seven weeks. This is incorrect.
34. As explained in paragraph 41 of the Oldale Affidavit, Jennie Buchanan (**Ms. Buchanan**) of Lawson Lundell LLP (**Lawson Lundell**) informed Endrum's external legal counsel about 267 Alberta's belief that the pumpjack needed a new electrical motor. I am informed by Ms. Buchanan and believe that she communicated this message to Endrum's external legal counsel on July 17, 2026.
35. Endrum did not reach out to 267 Alberta or Jake Energy for more information (either directly or through legal counsel) about the 5-29 Well, 267 Alberta's belief that it required a new electrical motor, 267 Alberta's intentions to address its belief that the pump jack required a new electrical motor, and did not request that the padlock be removed from the electrical box. Had Endrum done so, 267 Alberta and Jake Energy would have responded and worked cooperatively with Endrum.
36. Based on the information contained in the Fourth Morales Affidavit, I believe that Endrum took no steps to conduct its own investigation to assess the issue with the 5-29 Well until September 2, 2026, five days after the Injunction Order was granted and that between August 17, 2026 (the date on which I removed the padlock) and September 2, 2026 no Endrum personnel attended the 5-29 wellsite at all. Had Endrum been sending its personnel to the 5-29 wellsite on a regular basis, it would have discovered that the padlock was removed much earlier than September 2, 2026.
37. Paragraph 81 of the Fourth Morales Affidavit also asserts that my conduct caused "a complete loss of oil production" from the 5-29 Well. This is also incorrect. No oil production was "lost". The oil remained in the ground and production was simply deferred.
38. If Endrum considers that it experienced some kind of loss because while the 5-29 pumpjack was not operating, I believe that loss was caused by Endrum's inaction, including Endrum's decision not to contact 267 Alberta or Jake Energy to make inquiries about the 5-29 Well after July 17, 2026 (the date on which Ms. Buchanan communicated 267 Alberta's belief that the pumpjack needed a new electrical motor), and Endrum's apparent decision not to send personnel to the 5-29 wellsite on a regular basis.

REGULATORY COMPLIANCE ISSUES

39. Based on my review of Endrum's Materials, I understand that Endrum believes that an extension of the Injunction Order is necessary because of what it characterizes as risks to its compliance as licensee of record with the Alberta Energy Regulator (the **AER**). I understand that this risk has two components.

40. First, at paragraph 103(c) of the Fourth Morales Affidavit, Mr. Morales assert that the dispute between Endrum and 267 Alberta has put Endrum in potential breach of the section 16 of the *Oil and Gas Conservation Act*. Paragraph 25 of Endrum's Bench Brief dated September 10, 2026 explains that this provision prohibits holding a licence without a working interest in the well.
41. Based on my review of Endrum's Materials, it is my understanding that, in seeking an extension of the Injunction Order, Endrum is not asking this Honourable Court to resolve the ownership dispute between Endrum and 267 Alberta, including the question of whether 267 Alberta now owns the working interest in the Disputed Assets. As such, I do not believe that extending the Injunction Order will make Endrum compliant with section 16 of the *Oil and Gas Conservation Act*.
42. Second, paragraph 25 of Endrum's September 10, 2026 Bench Brief asserts that the Respondents effectively shut-in the 5-29 Well, which is a concern because AER approval is required for a working interest holder who is not also the licensee to shut-in a well.
43. None of the Respondents shut-in the 5-29 Well. The 5-29 Well pumpjack temporarily stopped working because two wires inside the electric motor became separated, as explained in paragraph 32 above.
44. I have not taken any steps to interfere with Endrum's ability to fulfil its regulatory obligations as licensee of record for the Disputed Assets and neither have 267 Alberta or Jake Energy. If something were to occur at any of the Disputed Assets for which Endrum required access to address in its capacity as licensee of record, I would not prevent Endrum's access or interfere with Endrum's ability to take whatever steps it needed to take to ensure regulatory compliance, and neither would 267 Alberta or Jake Energy. As such, I do not believe that an extension of the Injunction Order (or any other injunction order) is required to avoid irreparable harm to Endrum's regulatory compliance.

PETRINEX

45. At paragraph 72 of the Fourth Morales Affidavit, Mr. Morales state that Endrum understood it was the uninterrupted operator of record in Petrinex for the Disputed Assets until it obtained records from Petrinex earlier this month. At paragraph 102 of the Fourth Morales Affidavit, Mr. Morales insinuates that 267 Alberta or Jake Energy interfered with Endrum's operational records.
46. Based on my review of paragraphs 62 and 63 of the Fourth Morales Affidavit, I understand that Endrum has obtained records showing that 267 Alberta was made the Petrinex operator of record for the Disputed Assets effective April 1, 2026 and that Endrum was the Petrinex operator of record prior to the that effective date.
47. Although I am not a production accountant (nor is Mr. Morales, as far as I am aware), it is generally my understanding that any change to the operator of record in Petrinex must be initiated by the current operator of record. In other words, Endrum would have needed to initiate the change that made 267 Alberta the Petrinex operator of record effective April 1, 2026.

48. I have not spoken with Pat Pearce (who is both Endrum's production account and 267 Alberta's production accountant) about Mr. Morales' assertions at paragraphs 59 to 74 of the Fourth Morales Affidavit because I understand that the terms of the Injunction Order prohibit me, 267 Alberta and Jake Energy from contacting or communicating with any of Endrum's contractors in relation to the Disputed Assets. However, I do not believe that Pat Pearce would have initiated any changes to the Petrinex operator of record for the Disputed Assets unless she had received instructions from Endrum to do so.
49. I do not know if Endrum has made itself the Petrinex operator of record for the Disputed Assets, but I presume that it is attempting to make this change. If Endrum succeeds in making itself the Petrinex operator of record, I believe that will cause 267 Alberta serious prejudice, particularly if Endrum becomes bankrupt. In that event, it is my understanding that an automatic stay of proceedings will go into effect, which will effectively prohibit 267 Alberta from reversing the change.

REVENUE IS NOT AT RISK OF DISSIPATION

50. At paragraph 98 of the Morales Affidavit, Mr. Morales assert that the "Respondents have demonstrated both he willingness and the ability to divert revenue generated by the Disputed Assets away from Endrum."
51. First, I have not personally diverted any revenue away from Endrum.
52. Second, 267 Alberta has communicated to Endrum its willingness to deposit any revenue from the sale of oil produced from the Disputed Assets into a trust account pending final resolution of the ownership dispute, including most recently in a letter from Ms. Buchanan to Endrum's external legal counsel on September 14, 2026. A copy of Ms. Buchanan's September 14, 2026 letter is attached as **Exhibit 4**.
53. I do not believe that a further order directing that revenue from the sale of oil produced from the Disputed Assets be paid into trust is necessary or appropriate. However, if this Honourable Court concludes otherwise, I do not believe that Endrum must be the Petrinex operator of record in order for revenue to be paid into trust and I believe that the harm that 267 Alberta will suffer if Endrum makes itself the Petrinex operator of record (including as described in paragraph 49 above) will outweigh any harm that Endrum will experience if 267 Alberta remains the Petrinex operator of record pending final resolution of the ownership dispute.

ENDRUM'S RELATIONSHIPS WITH SECURE AND PINE CLIFF

54. In paragraph 92 of the Fourth Morales Affidavit, Mr. Morales states that he believes Pine Cliff decided not to accept any oil from either Endrum or 267 Alberta because of the ownership dispute, and paragraph 103(b) asserts that without an extension of the Injunction Order, Endrum's relationship with Pine Cliff "may be further damaged".
55. I am informed by Ms. Buchanan and believe she received an email from Pine Cliff on August 27, 2026 explaining that Pine Cliff does not want to be involved in any type of legal dispute and provided Ms. Buchanan with an example of a separate and unrelated legal

dispute between Endrum and one of its vendors arising from Endrum's non-payment of bills in which Pine Cliff served with a Statement of Claim. Based on this information, I do not believe that 267 Alberta, Jake Energy or I am responsible for any damage to Endrum's relationship with Pine Cliff. A copy of the email Ms. Buchanan received from Pine Cliff's Chief Operating Officer is attached as **Exhibit 5**.

56. I also do not believe that Endrum's relationship with Secure has or will be damaged if the Injunction Order is not extended.
57. Based on my review of paragraphs 77, 78 and 95 of the Fourth Morales Affidavit, I believe that Secure never refused to accept oil from Endrum because of the ownership dispute between 267 Alberta and Endrum and has confirmed it will take oil from Endrum if Endrum prepays. This is consistent with my understanding and belief based on my review of emails that Secure sent to Ms. Buchanan and Endrum's external legal counsel via email in July 2026, which are included in the Oldale Affidavit as Exhibit 11.

SWORN BEFORE ME

on September 15, 2026
at Airdrie, Alberta.



Commissioner for Oaths
in and for the Province of Alberta

FRANKIE DENI

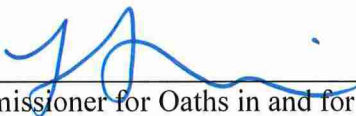
A Commissioner for Oaths
in and for Alberta

My Commission Expires June 28, 2028



BRAD PEAKE

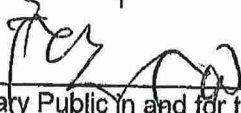
This is **Exhibit 1** referred to in the
Affidavit of **Brad Peake** sworn before
me this 15th day of September, 2026.



A Commissioner for Oaths in and for
Alberta

FRANKIE DENI
A Commissioner for Oaths
in and for Alberta
My Commission Expires June 28, 20 28

This is Exhibit "T" referred to in the Affidavit
of Norman Antonio Morales sworn before me on
July 27 2026



Notary Public in and for the
State of California



From: Dean McCaffrey <dean@endrumenergy.ca>
Sent: Wednesday, June 10, 2026 1:01 PM

To: John McMahon <John@endrumenergy.ca>
Subject: Fwd: Jake Energy Inc. - 2026-722893

Dave just received this from Brad. This needs to get straightened out sooner than later cause I'm sure we will want to haul out oil by monthend

Dean
 Sent from my iPhone

Begin forwarded message:

From: Dave Young <dryenterprises@netago.ca>
Date: June 10, 2026 at 12:53:33 PM MDT
To: mccaffreydean66@gmail.com
Cc: Dean McCaffrey <dean@endrumenergy.ca>
Subject: Fwd: FW: Jake Energy Inc. - 2026-722893

----- Forwarded Message -----

Subject: FW: Jake Energy Inc. - 2026-722893
Date: Wed, 10 Jun 2026 15:19:09 +0000
From: Brad <brad@jakeenergyinc.ca>
To: Steven <steven@jakeenergyinc.ca>
CC: Dave Young <dryenterprises@netago.ca>

Good morning Steven and Dave!

Forwarding you both a copy of the RCMP response for the reported industrial crime @ Jake 5-29 back in late May 2026.

So long as this remains an isolated incident and now that the time I invested into this matter has made it whole for Jake, I consider this matter closed. Should future disruptions to Jake's business affairs at this location or any other location owned by Jake Energy occur, of any nature or interference whatsoever, we can re-open this or start new files for each/any future occurrence.

Dave, I know you feel stuck in the middle of this, so here is a favor from me to you. Whomever next asks you to arrange to have a load of oil stolen, remind them that the next time I will not be as friendly and I will seek out to have some names attached with the RCMP industrial crimes to who ordered you to do it. Nothing is that urgent to cause what could be considered as criminal behaviors. Perhaps have that person make their own phone calls to trucking,

that will keep you out of it. Or better yet, tell them it might be best to just stop and think before acting. If there is a concern or question, have that person call Jake themselves. If future activity and any resultant allegations result in muddying up international border concerns for personal travel reasons, maybe that person better should do a proper risk assessment before asking you to do their dirty work and keep their name out of any future RCMP reports.

To be very specific and since Endrum was less than forthcoming with timely information to their field staff, Jake Energy acquired 3 properties:

5-29-29-19W4

6-34-35-17W4

2-11-37-18W4

Warm regards to you both! Respectfully,

Brad

From: Pattullo, Calum (RCMP/GRC) <Calum.Pattullo@rcmp-grc.gc.ca>
Sent: June 7, 2026 8:32 PM
To: Brad <brad@jakeenergyinc.ca>
Subject: RE: Jake Energy Inc. - 2026-722893

Hey again there,

Apologies for the delay, I was on days off there when you sent this.

Thank you for the update though, I'm quite glad that it was figured out and found to be a mistake like that, so everybody can be made whole relatively easily. If further issues arise with and you'd like use to take a look into it, that feel free to reach out.

Thank you very much!

Cst Calum PATTULLO Reg # 67531



RCMP - GRC
 Drumheller Detachment
 Box 7030
 Drumheller, Alberta T0J 0Y0
 Fax: (403) 823-7505
 Admin: (403) 823-7590



From: Brad <brad@jakeenergyinc.ca>
Sent: June 1, 2026 3:15 PM
To: Pattullo, Calum (RCMP/GRC) <Calum.Pattullo@rcmp-grc.gc.ca>

Cc: Steven <steven@jakeenergyinc.ca>
 Subject: RE: Jake Energy Inc. - 2026-722893

Good afternoon Constable Pattullo,

I was able to track down this oil I had reported to you that went missing.

- I found that it went to PineCliff Mudsprings by Sarges Trucking. I have talked to Al Grenville at PineCliff-MudSprings Oil Battery near Rowley, Alberta, and gathered the following information on that load they received that was mistakenly ordered by the seller Endrum Energy Corp:

Sarges Trucking, Ticket # 165508 dated May 26, 2026

Generator Name, Jake Energy Inc.

Generator Location, 5-29-29-19W4

Receiving data, 17.89 M3 raw fluid @ 2.7% BS&W (0.48M3), net oil of 17.41M3 to PineCliff MudSprings.

I am not sure your process, if you have anything in the works right now or if you can close this file, or if you wish to leave it open and wait until we are certain we receive payment for it, to which the settlement date would be slated for June 25th if all is in order. I am doubtful there was any criminal intent here. I have found the oil, who hauled it and where to.

Thank you.

Brad Peake

From: Brad
 Sent: May 28, 2026 1:08 PM
 To: calum.pattullo@rcmp-grc.gc.ca
 Cc: Steven <steven@jakeenergyinc.ca>
 Subject: Jake Energy Inc. - 2026-722893

Good afternoon Constable Pattullo,

I noticed a few date inconsistencies in my statement that I dropped off this morning. I hastily hit print and did a poor job of proofreading the document before printing it and giving it to you. Any reference to March was meant to be May in all cases.

- I referenced March 27th at 9:53 AM in paragraph 1, that should be May 27th
- I referenced Wednesday morning March 27th in paragraph 2, that should also be May 27th

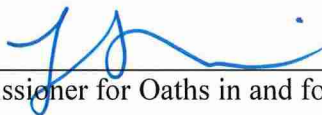
Attached are the two Agreements I had mentioned evidencing ownership of the assets described which includes the crude oil from the tank onsite. I had forgotten to bring copies of those in for you, said I would email those to you, these are those Agreements as referenced in paragraph 3.

I look forward to your follow up with me on this matter as timely as is reasonable for you. As it is nearing the end off the month when paperwork begins to transact between parties for crude oil related transfers and transactions, the File # you gave me this morning will serve and suffice to delay normal/routine paperwork processing, stalling the purchase of wherever this oil got to until you can track it down.

Kind regards,

Brad Peake

This is **Exhibit 2** referred to in the
Affidavit of **Brad Peake** sworn before
me this 15th day of September, 2026.



A Commissioner for Oaths in and for
Alberta

FRANKIE DENI
A Commissioner for Oaths
in and for Alberta
My Commission Expires June 28, 2028

9:38

66

< D Dean McCaffrey



Wednesday, February 25

So r u back in the oil
business again? Hear Ed is
operating 5-29 again

4:10 p.m.

Read
4:42 p.m.

Steven Oldale has a
company yes, Ed operator
for him

Read
4:43 p.m.

Ed is thrilled. 3rd time in one
life he get his job back

What did they all buy? Just
5-29

4:48 p.m.

Well good for u guys. Saves
us driving down there for
free.....

5:22 p.m.

Read
5:25 p.m.

I think so. I got a call from
a landowner cheezed off
that someone filed a claim
against his property due to a
service rig, \$400K I guess??
Bob?? Lol



This is **Exhibit 3** referred to in the
Affidavit of **Brad Peake** sworn before
me this 15th day of September, 2026.

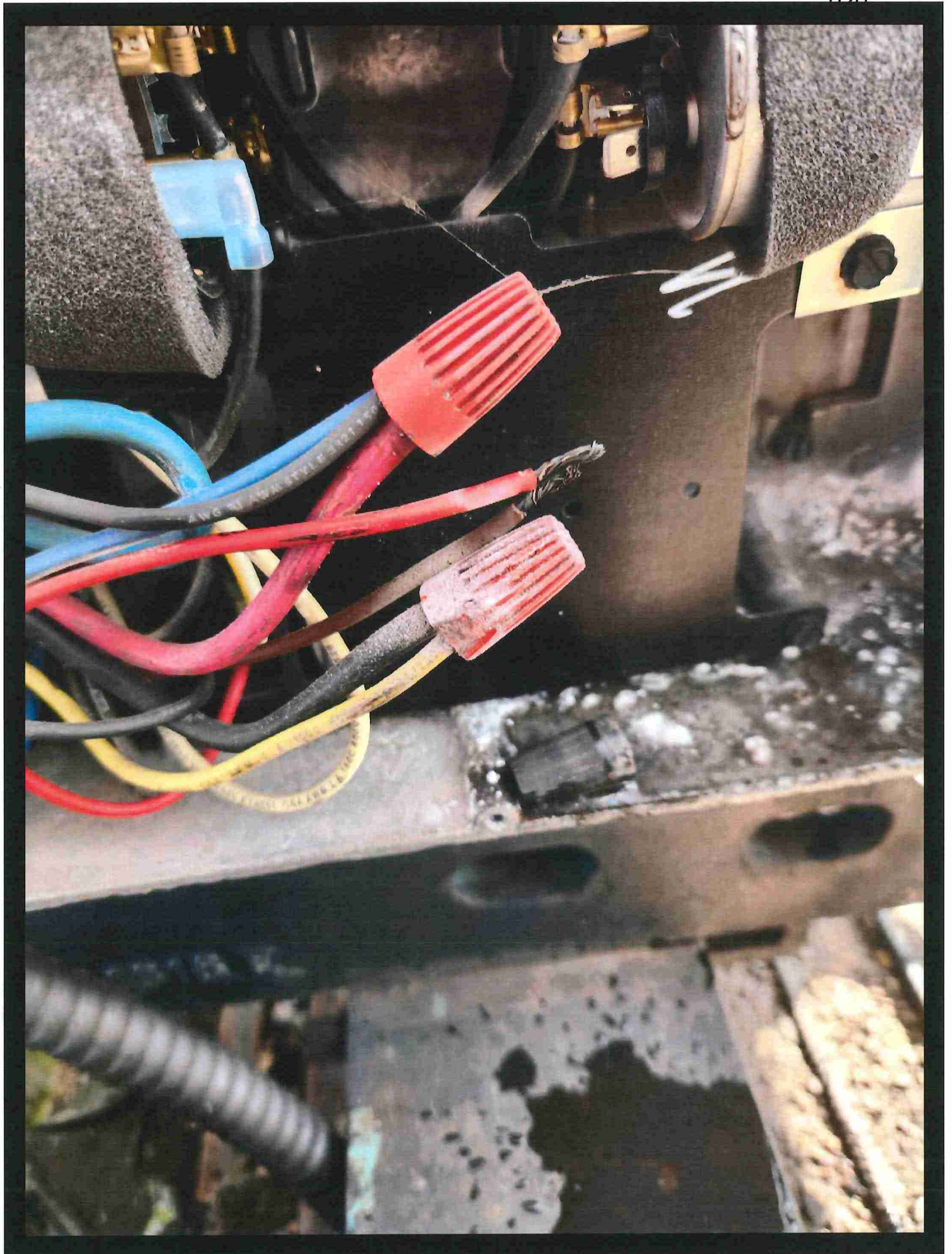


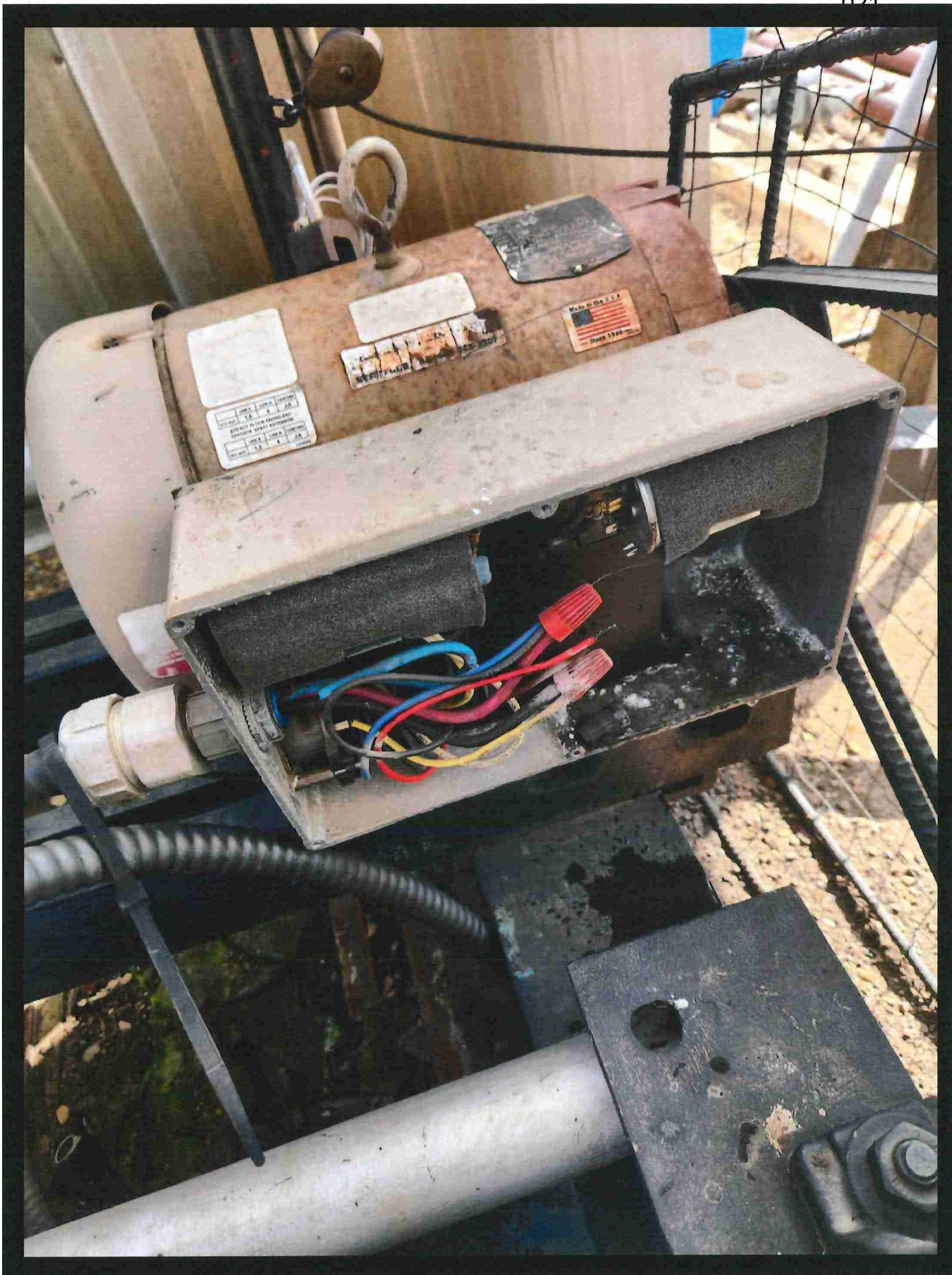
A Commissioner for Oaths in and for
Alberta

FRANKIE DENI

A Commissioner for Oaths
in and for Alberta

My Commission Expires June 28, 2028





This is **Exhibit 4** referred to in the
Affidavit of **Brad Peake** sworn before
me this 15th day of September, 2026.



A Commissioner for Oaths in and for
Alberta

FRANKIE DENI

A Commissioner for Oaths
in and for Alberta

My Commission Expires June 28, 2028 



Suite 1100 Brookfield Place
225-6th Avenue S.W.
Calgary, Alberta
T2P 1N2
T: 403.269.6900

September 14, 2026

DELIVERED VIA EMAIL

WITH PREJUDICE

STrace@ogilvielaw.com
LMacklin@ogilvielaw.com

Ogilvie LLP
2800 Stantec Tower
10220 103 Avenue NW
Edmonton, AB T5J 0K4

bcargill@wittenlaw.com

Witten LLP
2500, 10303 Jasper Ave
Edmonton, AB T5J 1Y5

Attention: Susy Trace and Leah Macklin Attention: Bren Cargill

RE: Ownership Dispute between 2672682 Alberta Ltd. (“267 Alberta”) and Endrum Energy Corp (“Endrum”)

As you know, we represent 267 Alberta. On September 9, 2026, we delivered to you our proposed draft order arising from Justice Harris’ August 28, 2026 decision granting an injunction and preservation order (the **Injunction Order**) against 267 Alberta, Jake Energy Inc. (**Jake Energy**) and Brad Peake (**Mr. Peake**). To date, we have received no substantive response from either of your offices. Our clients reserve the right to seek an appearance before Justice Harris to settle the terms of the Injunction Order.

It appears that there may be some confusion on Endrum’s part about which of our clients claim an interest in the Disputed Assets. For example, paragraph 81 of Endrum’s September 10, 2026 Bench Brief states: “The Respondents’ [i.e., 267 Alberta, Jake Energy and Mr. Peake] claim to the Disputed Assets rests entirely on the Transfer Documents.” To be clear, neither Jake Energy nor Mr. Peake claim any direct or indirect interest in the Disputed Assets. The ownership dispute underpinning Endrum’s applications for injunctive relief is strictly between Endrum and 267 Alberta.

267 Alberta maintains that it validly acquired the 5-29 Assets effective February 1, 2026 and acquired the 6-34 Assets and 2-11 Assets effective April 1, 2026. 267 Alberta understands that the ultimate question of whether it or Endrum owns the Disputed Assets will need to be resolved by the Court of King’s Bench of Alberta. We presume that Endrum also understands that this ultimate question is yet to be determined by the Court. As you know, 267 Alberta and Jake Energy (in its capacity as 267 Alberta’s financial operator) have previously expressed a willingness to agree to an arrangement with Endrum that would ensure any revenue from the sale of oil produced from the Disputed Assets would be paid into a trust account pending resolution of the ownership dispute

between 267 Alberta. That remains true today. As such, 267 Alberta and Jake Energy continue to believe that an injunction order is neither necessary nor appropriate. However, in the interest of avoiding the time and expense associated with a further contested hearing, 267 Alberta and Jake Energy propose entering into a Consent Order with the following terms, which are intended to preserve the *status quo* and without prejudicing either of 267 Alberta's and Endrum's position in future Court proceedings to determine ownership of the Disputed Assets:

1. 267 Alberta and Jake Energy will not (and will take all reasonable steps to ensure that their representatives do not) interfere with Endrum's ability to fulfill its obligations as licensee of record for the Disputed Assets.
2. Endrum will refrain from changing the identity of the designated operator in Petrinex for the Disputed Assets.
3. Endrum will oversee the contract operators for the Disputed Assets and will arrange transportation of oil produced from the Disputed Wells for processing.
4. All revenue from the sale of oil from the Disputed Assets will be deposited in Ogilvie LLP's trust account, less the following amounts:
 - (a) \$750 per month per well to pay contract operators, which will be paid directly to the contract operators; and
 - (b) Transportation costs actually incurred to transport oil to receiving and processing facilities, which will be paid directly to the companies Endrum hires to transport oil.
5. The Consent Order will remain in effect until the earlier of:
 - (a) The date Endrum is deemed bankrupt;
 - (b) November 12, 2026; or
 - (c) An agreement is reached between 267 Alberta and Endrum resolving the ownership dispute.
6. Each of 267 Alberta, Jake Energy and Endrum will take all reasonable steps to ensure that their representatives refrain from making any statements that prejudice the other party's claim to ownership or possession of the Disputed Assets when communicating with third parties about the Disputed Assets.
7. The Consent Order will be without prejudice to either 267 Alberta's or Endrum's ability to assert ownership or possession of the Disputed Assets and shall not be used to support an inference that the other party owns the Disputed Assets or has possession of the Disputed Assets (including for purposes of determining whether section 81 of the *Bankruptcy and Insolvency Act* applies).
8. Any party may apply to the Court at any time to vary or discharge the Consent Order on no less than 24 hours' notice to the responding party's counsel.

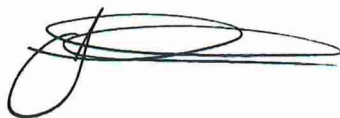
If Endrum (or the Proposal Trustee) has concerns about the above-proposed terms, or considers that additional or different terms are necessary, 267 Alberta and Jake Energy are prepared to consider and discuss reasonable modifications.

We acknowledge that the above proposal does not specifically reference Mr. Peake. As explained in the August 6, 2026 Affidavit of Steven Oldale and above, Mr. Peake does not claim any direct or indirect interest in the Disputed Assets. We understand that Endrum has sought an injunction order against Mr. Peake personally because of the report Mr. Peake made to the RCMP in May 2026 and the email that Mr. Peake sent to Dave Young on June 10, 2026. The email chain on which Endrum has relied (Exhibit T to the Third Morales Affidavit) leaves no doubt that Mr. Peake was acting on behalf of 267 Alberta and Jake Energy and not in his personal capacity when he made the RCMP report and emailed Mr. Young. The same is true with respect to Mr. Peake's attendance at the 5-29 wellsite on July 13, 2026 (the date on which he affixed a padlock to the electrical box). As such, Mr. Peake objects to Endrum's persisting in seeking injunctive relief against him personally. The above-proposed terms that will (if accepted) bind 267 Alberta and Jake Energy will achieve the outcome that we presume Endrum seeks vis-à-vis Mr. Peake.

If the parties are unable to reach an agreement for a Consent Order, then we intend to rely on this letter at the hearing of Endrum's application to extend the Injunction Order scheduled for September 17, 2026.

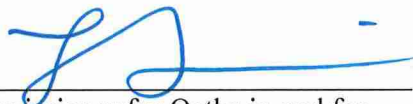
Yours very truly,

LAWSON LUNDELL LLP

A handwritten signature in black ink, appearing to read 'Jennie Buchanan', with a large, stylized loop at the end.

Jennie Buchanan
JAB2/frd
Encl.

This is **Exhibit 5** referred to in the
Affidavit of **Brad Peake** sworn before
me this 15th day of September, 2026.



A Commissioner for Oaths in and for
Alberta

FRANKIE DENI
A Commissioner for Oaths
in and for Alberta
My Commission Expires June 28, 20**28**

Frankie Deni (4518) - 11Flr

From: Terry McNeill <TMcNeill@pinecliffenergy.com>
Sent: Thursday, August 27, 2026 10:08 AM
To: Jennie Buchanan (4549) - 11Flr; Shannon K. Hayes (4514) - 11Flr
Cc: Phil Hodge
Subject: FW: Pine Cliff Energy Ltd.
Attachments: August 20 2026 Affidavit with exhibits - John McMahon - Executed.pdf; Third Morales Affidavit - Body and Exh BB.pdf; Injunction and Preservation Order.pdf

EXTERNAL EMAIL - This email was sent by a person from outside your organization.

Thank you for passing this along Shannon.

Jennie.... Last week I requested that our field discontinue taking any fluid from Endrum, Jake Energy, 2672682 Alberta Inc., Steven Oldale or Brad Peake until further notice. We are under no obligation to accept fluid from any of these producers, and the small amount of revenue generated from processing fluid with questionable ownership is far outweighed by the risk and potential cost of legal defence should Pine Cliff become involved in any type of legal dispute. We have already seen an example of this risk. Both a local surface landowner and Pine Cliff were served with a Statement of Claim by a vendor of Endrum for unpaid bills, despite the fact that we are an unrelated party. Our involvement appears to have been triggered simply because these parties use our roads to access their sites.

I also spoke with Susy Trace at Ogilvie Law last week, who represents Endrum. I advised Susy that if we receive clear direction that eliminates any potential legal risk to Pine Cliff relating to ownership of the fluid, we would consider accepting Endrum's fluid again. However, that direction would need to be very clear and provide comfort that Pine Cliff will not be pulled into a legal dispute. Until that is provided to our satisfaction we will not be taking any fluid. I reiterated that Pine Cliff is under no obligation to accept fluid from any of the parties noted above.

Hopefully this is helpful.

Terry

Terry McNeill
 Chief Operating Officer
 Pine Cliff Energy Ltd
 587-233-0503 - Desk
 587-582-6000 - Cell

From: Phil Hodge <PHodge@pinecliffenergy.com>
Sent: August 26, 2026 10:16 AM
To: Terry McNeill <TMcNeill@pinecliffenergy.com>
Subject: FW: Pine Cliff Energy Ltd.

Involves mud springs and Endrum/Jake Energy.

From: Shannon K. Hayes <shayes@lawsonlundell.com>
Sent: Wednesday, August 26, 2026 8:45 AM
To: Phil Hodge <PHodge@pinecliffenergy.com>

Cc: Jennie Buchanan <jbuchanan@lawsonlundell.com>

Subject: FW: Pine Cliff Energy Ltd.

Hi Phil,

Thanks again for having us at your amazing birthday party. It was such a nice night to catch up with everyone.

Sorry to bug you on this, but I came across a situation in one of our client's disputes (not involving Pine Cliff as a party), but where a party is making representations about Pine Cliff and filing evidence about Pine Cliff's position on things and the remedy that party is seeking could impact Pine Cliff's rights.

I wanted to make you aware of this.

My partner Jennie Buchanan is running the file (I am not involved) and gave a little description below. Perhaps you could pass this along to the appropriate person at Pine Cliff and Jennie could connect with them? They are back in court on Friday.

Thanks and if you have any concerns or questions, please let me know. Shannon.

Shannon Hayes, KC, FCI Arb | Partner
Lawson Lundell LLP
D 403.218.7514

From: Jennie Buchanan (4549) - 11Flr <jbuchanan@lawsonlundell.com>

Sent: Tuesday, August 25, 2026 12:24 PM

To: Shannon K. Hayes (4514) - 11Flr <shayes@lawsonlundell.com>

Subject: Pine Cliff Energy Ltd.

Hi Shannon,

Our client is in a dispute over the ownership of 3 wells. The opposing party (Endrum) has brought an injunction application to permit them to operate the 3 wells (and not our client). Endrum has filed evidence purporting to be from Pine Cliff to support its application.

Endrum alleges that because of the dispute on the 3 wells, Pine Cliff won't accept ANY of Endrum's oil (including from many wells apart from the 3 wells) until the ownership issue on the 3 wells is resolved. In support they've filed affidavits exhibiting some text messages between their foreman and one of their contract operators describing what someone at Pine Cliff's Mudsprings facility told the contract operator. In Court yesterday, opposing counsel also made some representations about a conversation she had with someone at Pine Cliff to the effect that: if the Court grants the applicant's injunction order, Pine Cliff will accept Endrum's oil for processing.

I'm sharing this for 3 reasons:

1. As far as I can tell, Pine Cliff has not been served with the applicant's materials. Pine Cliff should be made aware that the applicant is leading evidence and making representations to the Court about Pine Cliff.
2. Pine Cliff may want to assess whether the order the applicant is seeking could affect their rights, particularly considering opposing counsel's representations that the order will result in Pine Cliff processing the applicant's oil from (whether from the disputed wells or otherwise).
3. We would also like to know:
 1. Whether Pine Cliff has refused to accept oil from the applicant's other wells (not the wells in dispute),
 2. If so, whether it's true that Pine Cliff will accept oil from the applicant's other wells if the Court grants the applicant's order, and

3. If obtaining the order is the only way that Pine Cliff will accept oil from the applicant's other wells.

I've attached the applicant's affidavit evidence. See Affidavit of John McMahon, paras 12-16 and Exhibits B and C; Third Affidavit of Norman Morales, para 70 and Exhibit BB; and the requested Order.

Thanks



JENNIE BUCHANAN (she/her) | Partner

D 403.218.7549 | E jbuchanan@lawsonlundell.com

LAWSON LUNDELL LLP Suite 1100, 225 - 6th Avenue S.W., Brookfield Place, Calgary, AB T2P 1N2

Vancouver | Calgary | Yellowknife | Kelowna

Disclaimer - This email and any accompanying attachments contain confidential information that may be subject to solicitor-client privilege and are intended only for the named recipients. If you have received this email in error, please notify the sender and destroy the email. Our e-mail terms of use can be found at <https://www.lawsonlundell.com/legal/terms> **LAWSON_LUNDELL_PRIVACY_NOTICE**