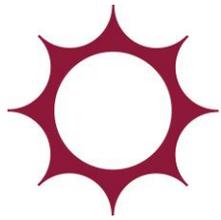




HARVARD RESOURCES INC.  
PROPERTY DIVESTITURE



***HARVARD RESOURCES INC.***

# OVERVIEW INFORMATION

**Bid Deadline: 12:00 pm November 21, 2024**

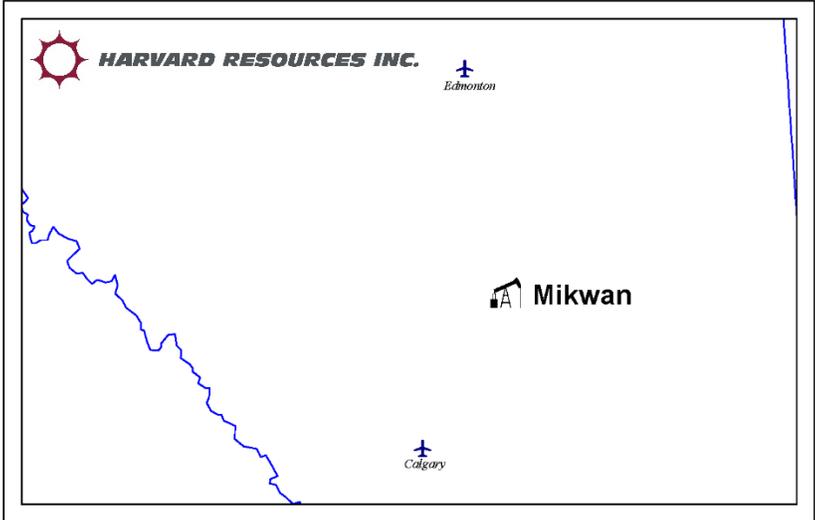
**Property Divestiture:  
Mikwan, Alberta  
53 bbl/d, 63 Mcf/d (64 boe/d)**



Harvard Resources Inc. (“Harvard” or the “Company”) has engaged **Sayer Energy Advisors** to assist the Company with the sale of its oil and natural gas interests located in the Mikwan area of Alberta (the “Property”).

Harvard holds a 70% operated working interest in the Property. The remaining 30% non-operated interest is also available for sale to any interested party.

The Property consists of approximately 30 sections of Crown land. Production from the Property is from Viking Formation. The Property has been under waterflood since October 2019.



Average daily production net to Harvard from the Property for quarter ended June 30, 2024 was approximately 64 boe/d, consisting of 53 barrels of oil and natural gas liquids per day and 63 Mcf/d of natural gas.

Operating income net to Harvard from the Property for the quarter ended June 30, 2024 was approximately \$215,000, or \$860,000 annualized.

As of September 7, 2024, the Property had a deemed net asset value of \$1.3 million (deemed assets of \$3.5 million and deemed liabilities of \$2.2 million), with an LMR ratio of 1.59.

**PROCESS & TIMELINE**

Sayer Energy Advisors is accepting cash offers to acquire the Property until **12:00 pm on Thursday November 21, 2024**.

Timeline	
<p>Week of October 21, 2024 Week of October 21, 2024 <b>November 21, 2024</b> December 1, 2024 December 2024</p>	<p>Preliminary Information Distributed Data Room Opens <b>Bid Deadline</b> Effective Date Closing Date</p>
<b>12:00 noon</b>	

*Sayer Energy Advisors does not conduct a “second-round” bidding process; the intention is to attempt to conclude a transaction with the party submitting the most acceptable proposal at the conclusion of the process.*

**Sayer Energy Advisors is accepting cash offers from interested parties until noon on Thursday, November 21, 2024.**



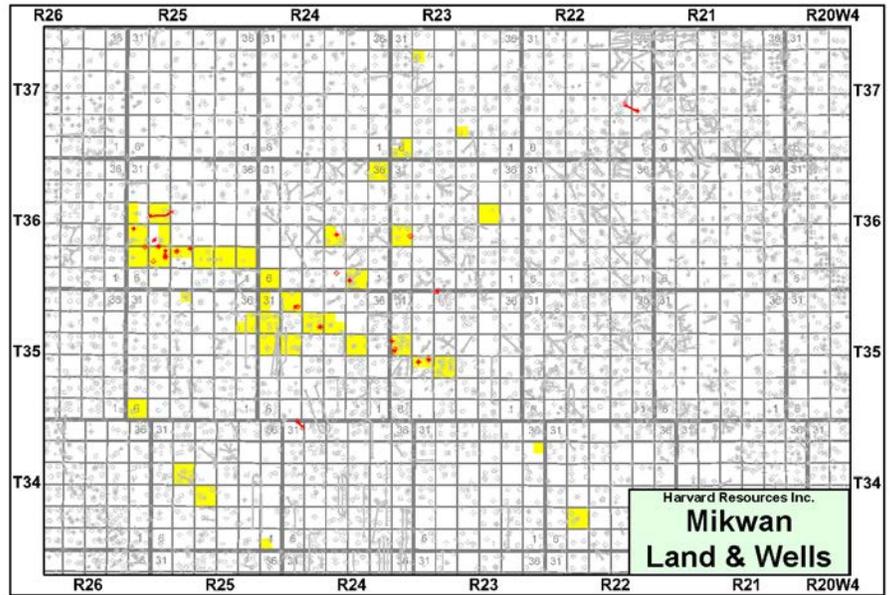
### Mikwan Property

### Township 34-37, Range 22-25 W4

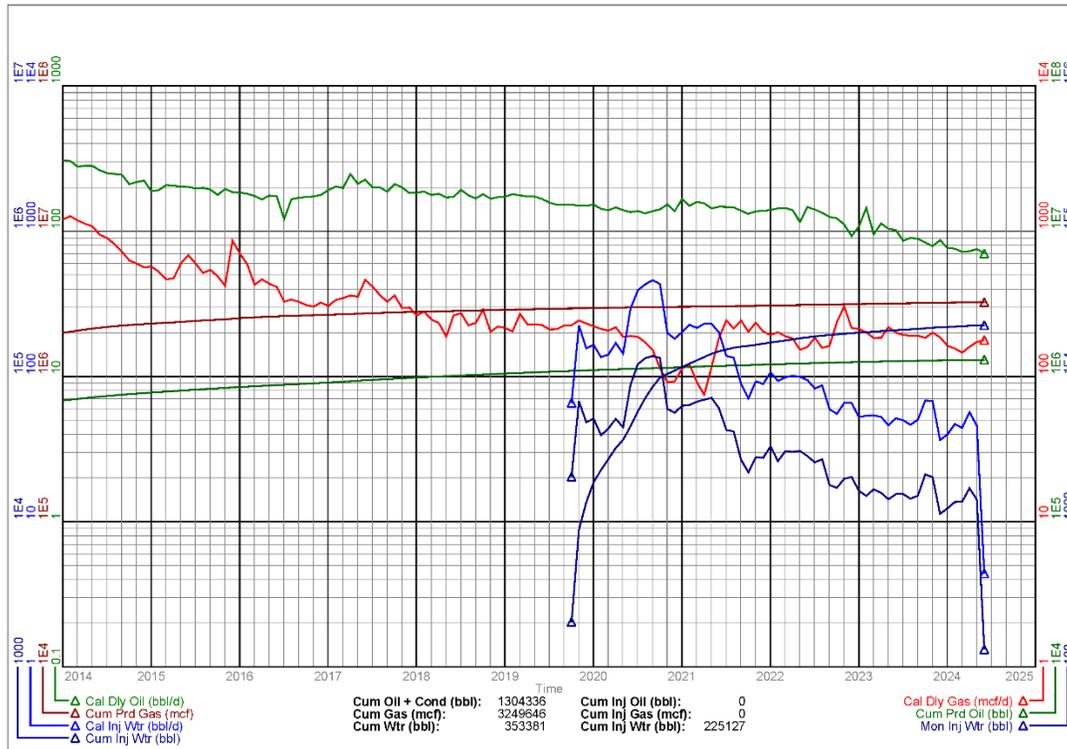
Harvard holds a 70% working interest in the Property, which consists of approximately 30 sections of Crown land. Production from the property is from the Viking Formation. The Property has been under waterflood since October 2019 with a current recovery factor of 22%.

Average daily production net to Harvard from the Property for quarter ended June 30, 2024 was approximately 64 boe/d, consisting of 53 barrels of oil and natural gas liquids per day and 63 Mcf/d of natural gas.

Operating income net to Harvard from the Property for the quarter ended June 30, 2024 was approximately \$215,000, or \$860,000 annualized.



**Mikwan, Alberta – Gross Production Group Plot**



### Mikwan LMR

As of September 7, 2024, the Property had a deemed net asset value of \$1.3 million (deemed assets of \$3.5 million and deemed liabilities of \$2.2 million), with an LMR ratio of 1.59.

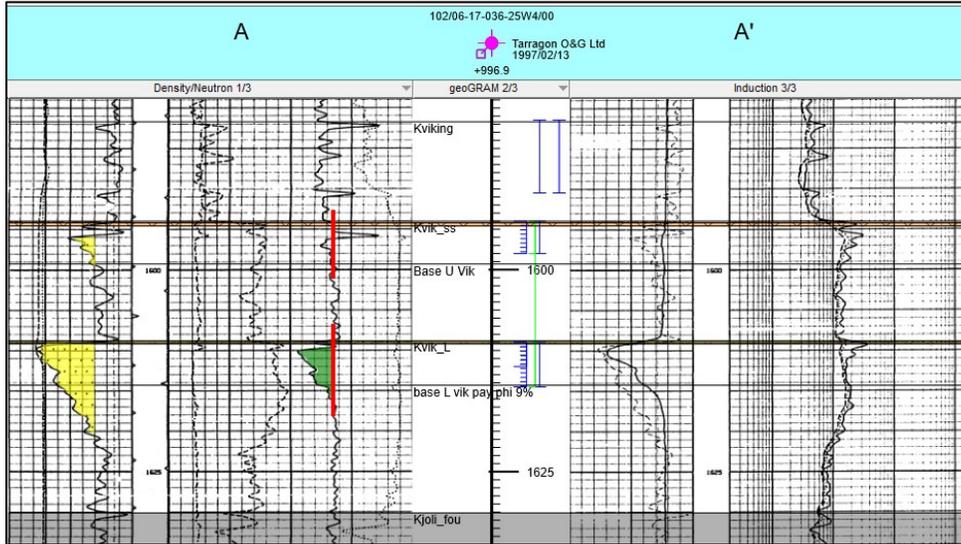




### Mikwan Geology

The productive zone at *Mikwan* is comprised of two separate, stacked Viking intervals as shown on the following well logs. The Upper Viking is a transgressive lag conglomerate trending NW-SE. The Lower Viking is the regional coarsening upward shoreface sands and patchy conglomerate.

**Forge ThreeHck 102/06-17-036-25W4/0 – Viking Formation Type Log**



Current production from the Property is largely from vertical wells, with only one horizontal well drilled on the Company's lands to date.

### Mikwan Upside

Harvard has mapped the Viking potential on its land and has determined that there are vertical recompletion candidates, along with potential for further development with horizontal drilling.

### Mikwan Reserves

GLJ Ltd. ("GLJ") prepared an independent reserves evaluation of the Property (the "GLJ Report"). The GLJ Report is effective March 31, 2024 using GLJ's forecast pricing as at April 1, 2024.

GLJ estimates that, as at March 31, 2024, the Property contained remaining proved plus probable reserves of 163,000 barrels of oil and natural gas liquids and 76 MMcf of natural gas (176,000 boe), with an estimated net present value of \$3.8 million using forecast pricing at a 10% discount.

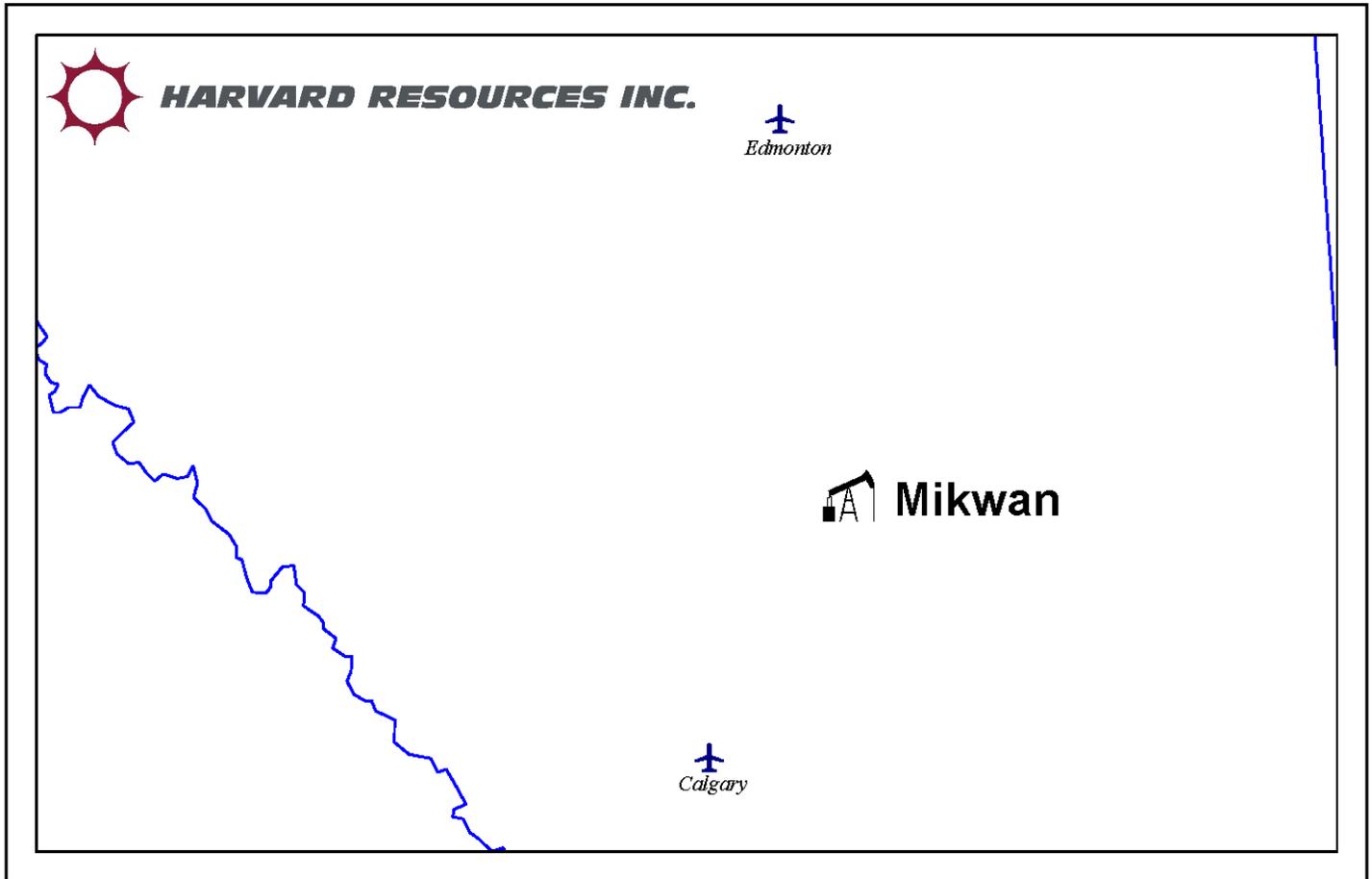
	GLJ Ltd. as at March 31, 2024							
	COMPANY GROSS RESERVES				PV BEFORE TAX			
	Oil Mbbl	Natural Gas MMcf	Ngl Mbbbl	Total MBOE	5%	10% (000s)	15%	
<b>Proved Developed Producing</b>	126	59	1	137	\$3,761	\$3,167	\$2,746	
Proved Non-Producing/Undeveloped	0	0	0	0	\$0	\$0	\$0	
<b>Total Proved</b>	<b>126</b>	<b>59</b>	<b>1</b>	<b>137</b>	<b>\$3,761</b>	<b>\$3,167</b>	<b>\$2,746</b>	
Probable	36	17	0	39	\$909	\$597	\$423	
<b>Total Proved Plus Probable</b>	<b>162</b>	<b>76</b>	<b>1</b>	<b>176</b>	<b>\$4,670</b>	<b>\$3,764</b>	<b>\$3,169</b>	

The reserve estimates and forecasts of production and revenues for the Company's Property were prepared within the context of a group of properties in aggregate. Extraction and use of any individual property evaluation outside of this context may not be appropriate without supplementary due diligence. Values in the "Total" row may not correspond to the total of the values presented due to rounding.





# Harvard Resources Inc. Property Divestiture Fall 2024



## CONTACT

Parties wishing to receive access to the confidential information with detailed information relating to this opportunity should execute the confidentiality agreement which is available on Sayer Energy Advisors' website ([www.sayeradvisors.com](http://www.sayeradvisors.com)) and return one copy to Sayer Energy Advisors by courier, email ([brye@sayeradvisors.com](mailto:brye@sayeradvisors.com)) or fax (403.266.4467).

Included in the confidential information is the following: summary land information, the GLJ Report, LMR information, most recent net operations summary and other relevant technical information.

To receive further information on the Property please contact Ben Rye, Tom Pavic or Sydney Birkett at 403.266.6133.



## Overview

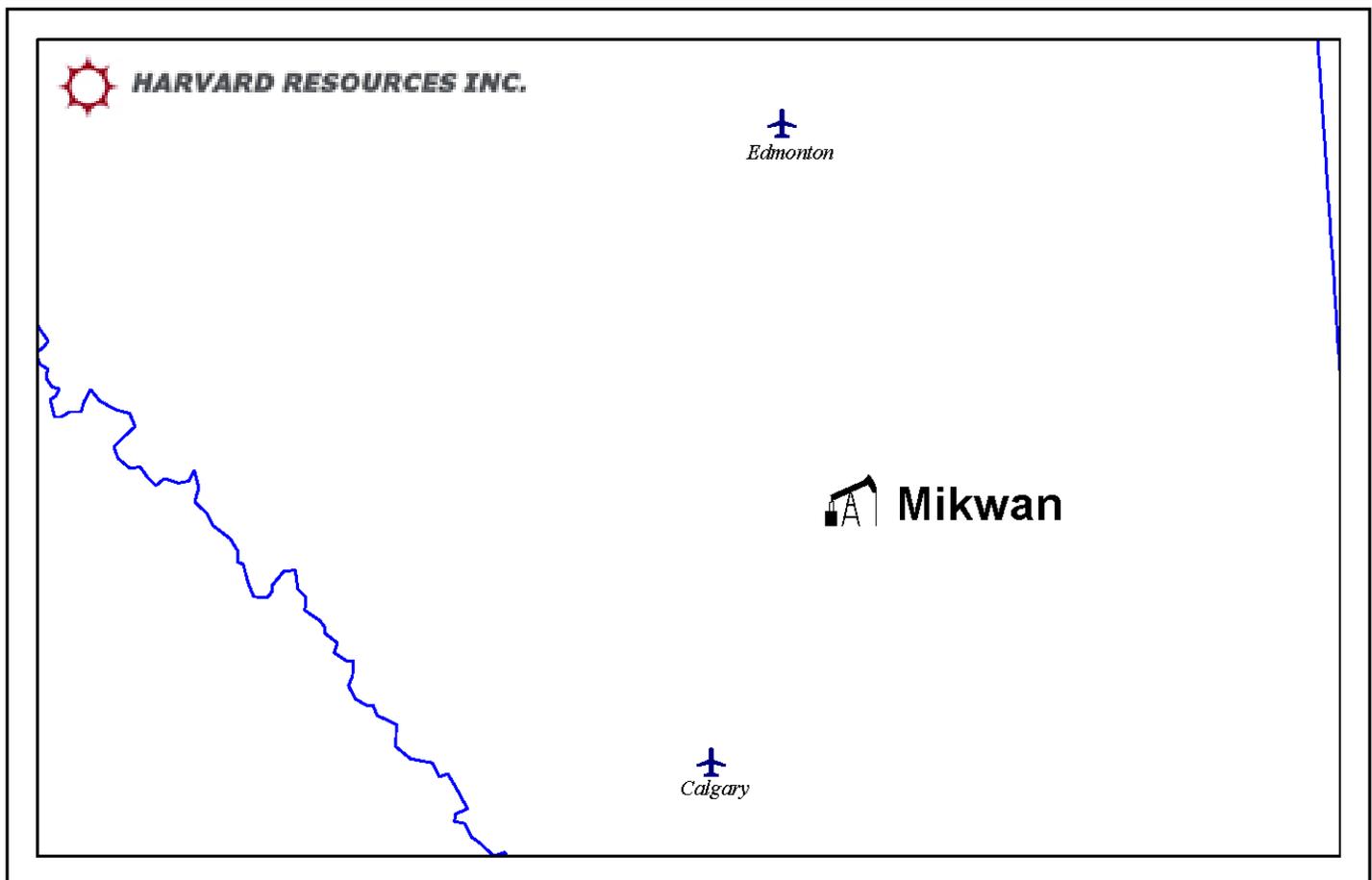
**Harvard Resources Inc.** (“Harvard” or the “Company”) has engaged **Sayer Energy Advisors** to assist the Company with the sale of its oil and natural gas interests located in the *Mikwan* area of Alberta (the “Property”). Harvard holds a 70% operated working interest in the Property. The remaining 30% non-operated interest is also available for sale to any interested party. The Property consists of approximately 30 sections of Crown land. Production from the Property is from the Viking Formation. The Property has been under waterflood since October 2019.

Average daily production net to Harvard from the Property for quarter ended June 30, 2024 was approximately 64 boe/d, consisting of 53 barrels of oil and natural gas liquids per day and 63 Mcf/d of natural gas.

Operating income net to Harvard from the Property for the quarter ended June 30, 2024 was approximately \$215,000, or \$860,000 annualized.

As of September 7, 2024, the Property had a deemed net asset value of \$1.3 million (deemed assets of \$3.5 million and deemed liabilities of \$2.2 million), with an LMR ratio of 1.59.

### Overview Map Showing the Location of the Divestiture Property



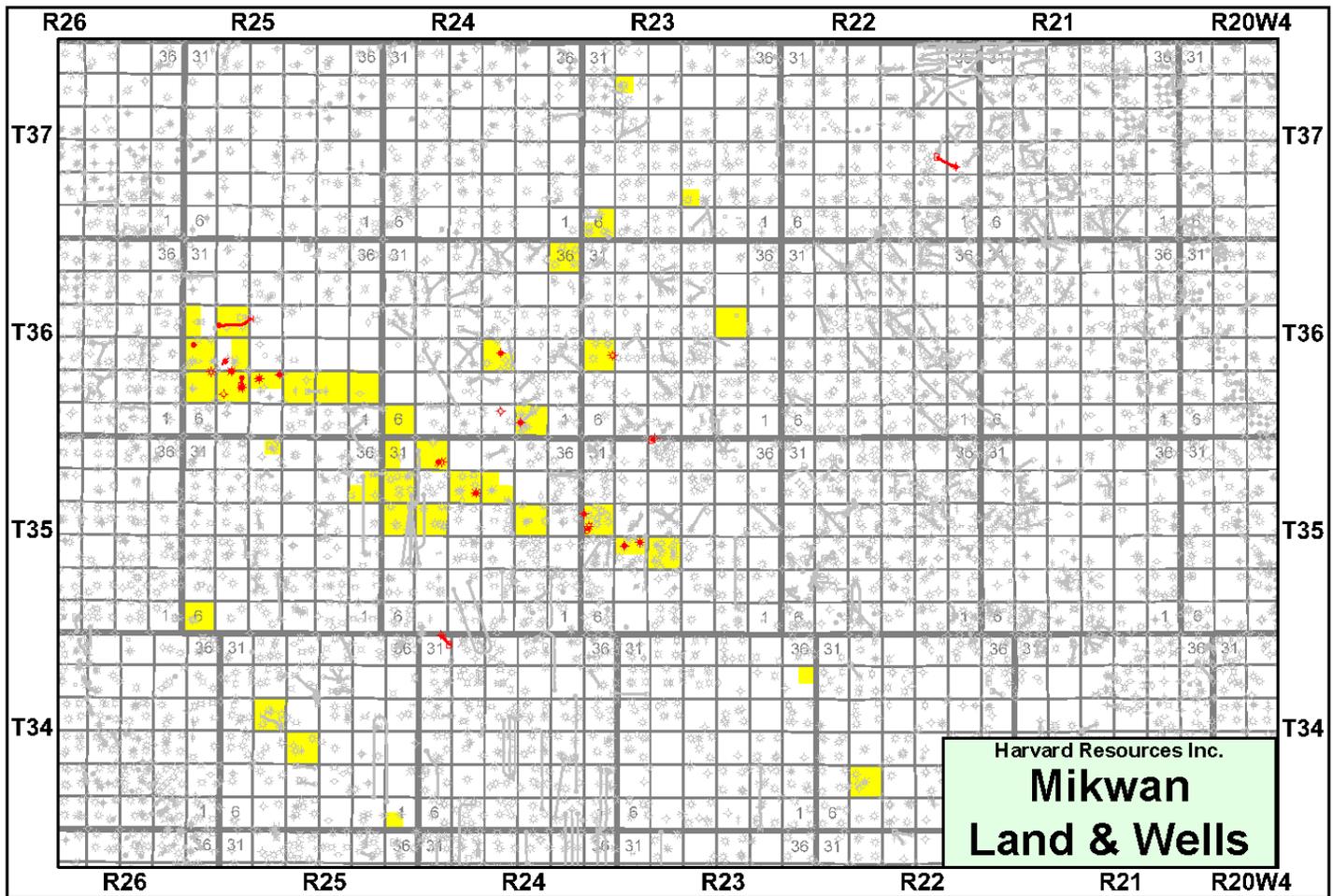
**Mikwan Property**

**Township 34-37, Range 22-25 W4**

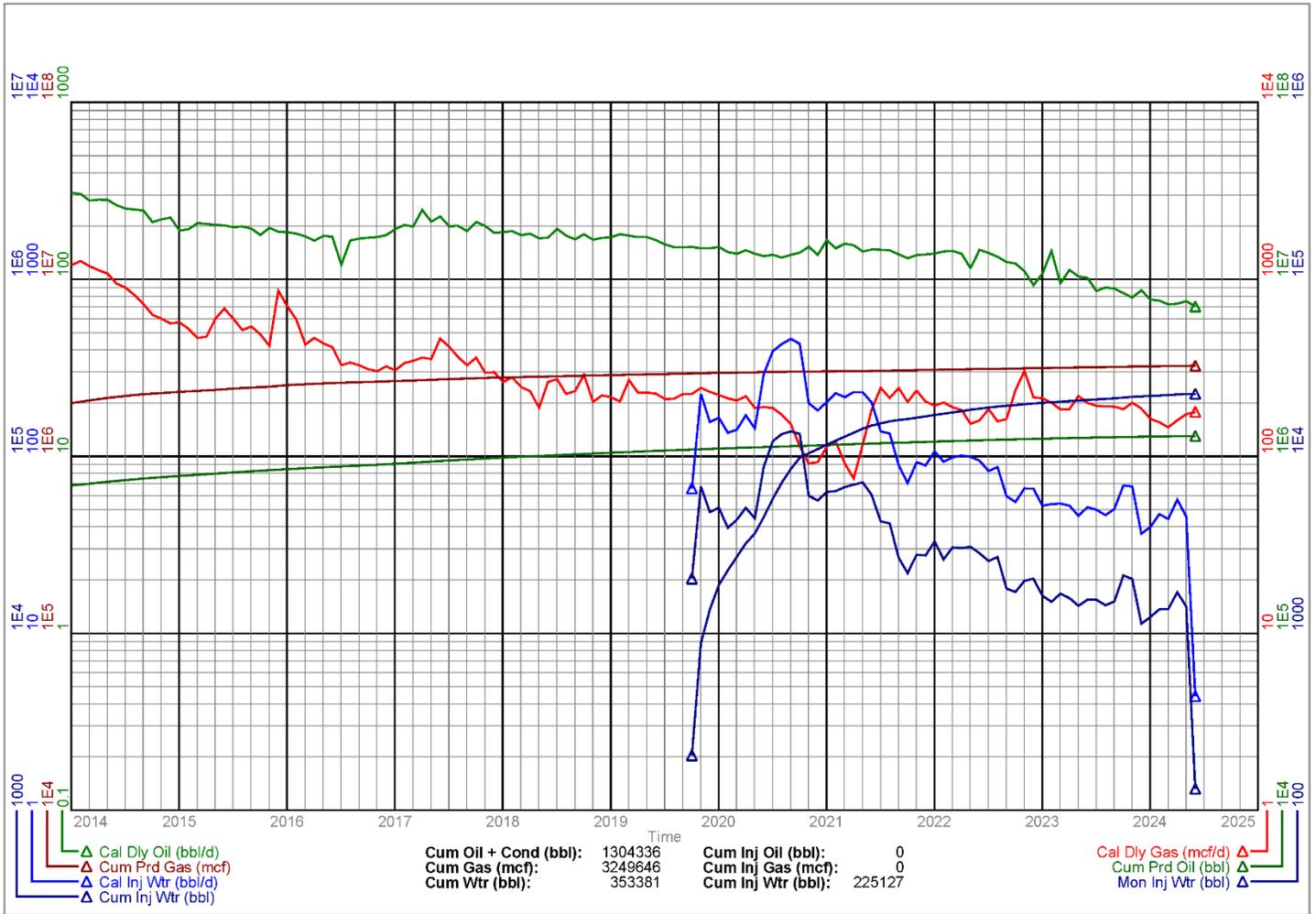
Harvard holds a 70% working interest in the Property, which consists of approximately 30 sections of Crown land. Production from the property is from the Viking Formation. The Property has been under waterflood since October 2019 with a current recovery factor of 22%.

Average daily production net to Harvard from the Property for quarter ended June 30, 2024 was approximately 64 boe/d, consisting of 53 barrels of oil and natural gas liquids per day and 63 Mcf/d of natural gas.

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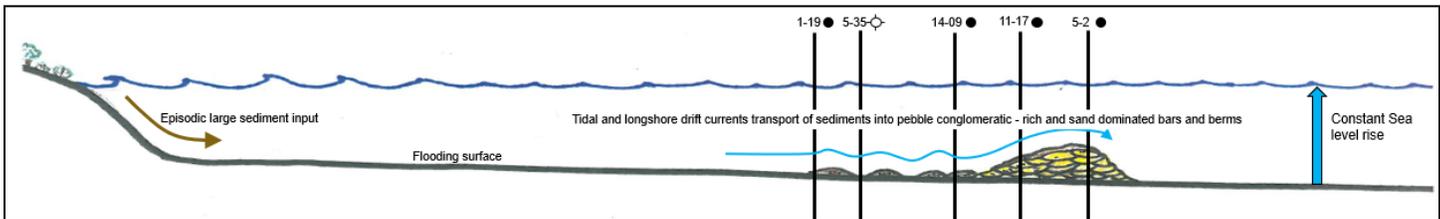
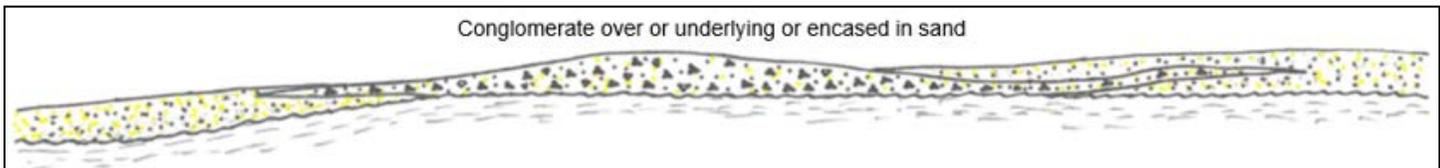
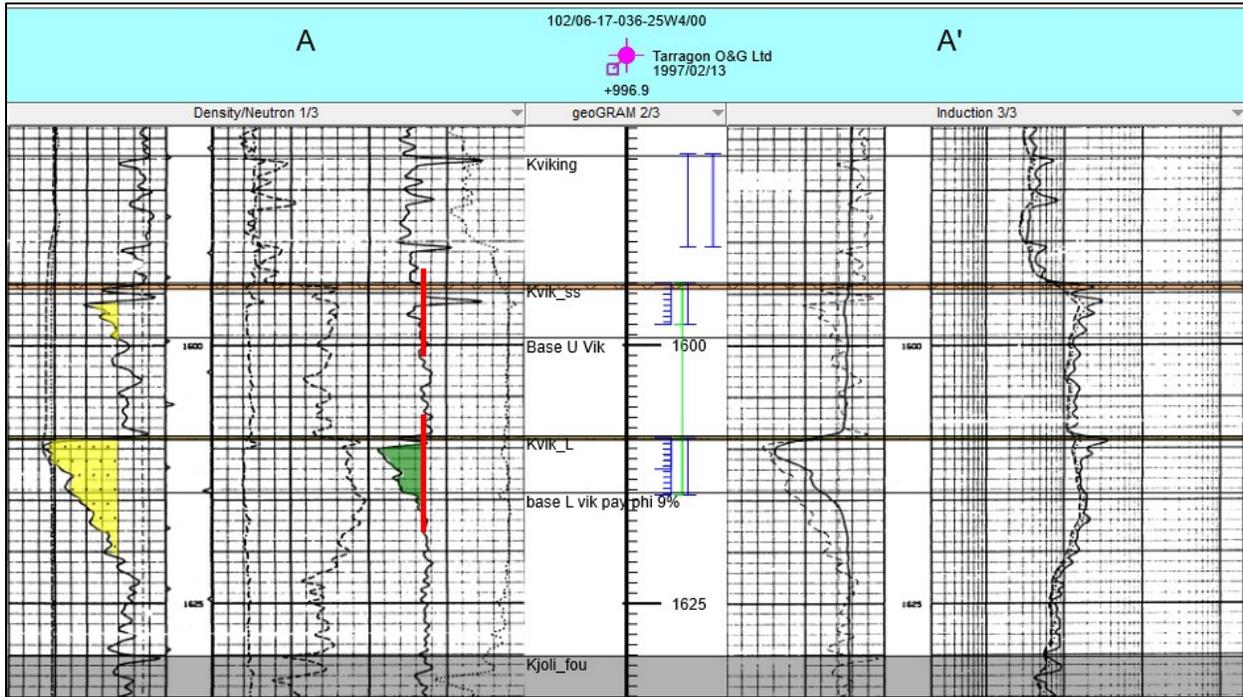
Mikwan, Alberta - Gross Production Group Plot



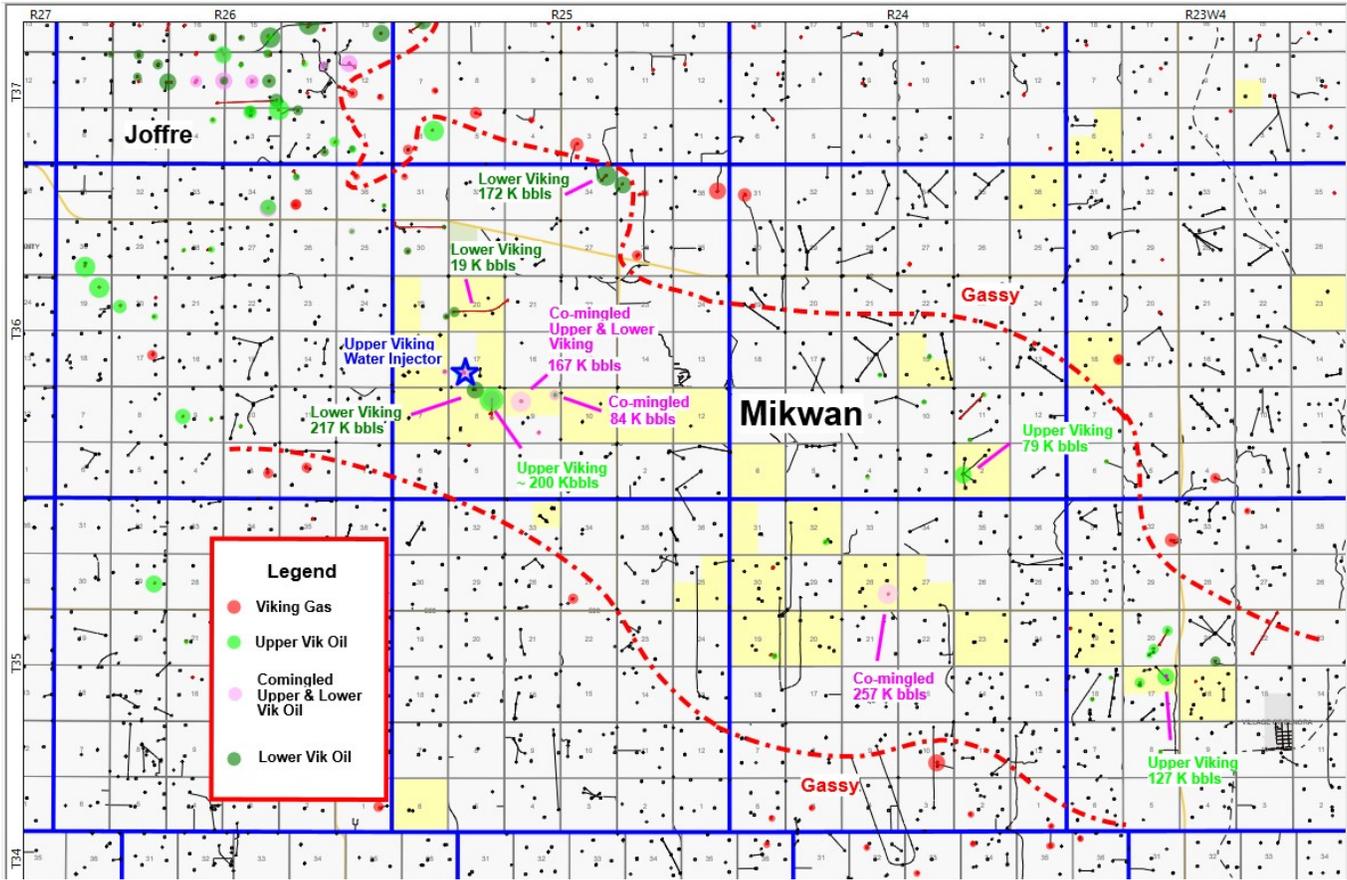
**Mikwan Geology**

The productive zone at *Mikwan* is comprised of two separate, stacked Viking intervals as shown on the following well logs. The Upper Viking is a transgressive lag conglomerate trending NW-SE. The Lower Viking is the regional coarsening upward shoreface sands and patchy conglomerate.

**Forge ThreeHCK 102/06-17-036-25W4/0 – Viking Formation Type Log**

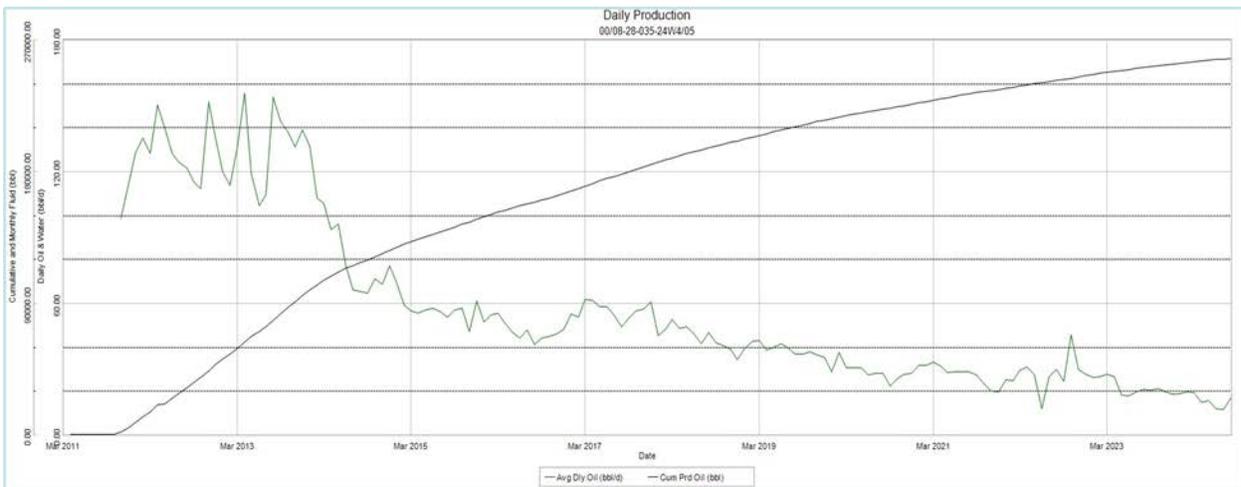
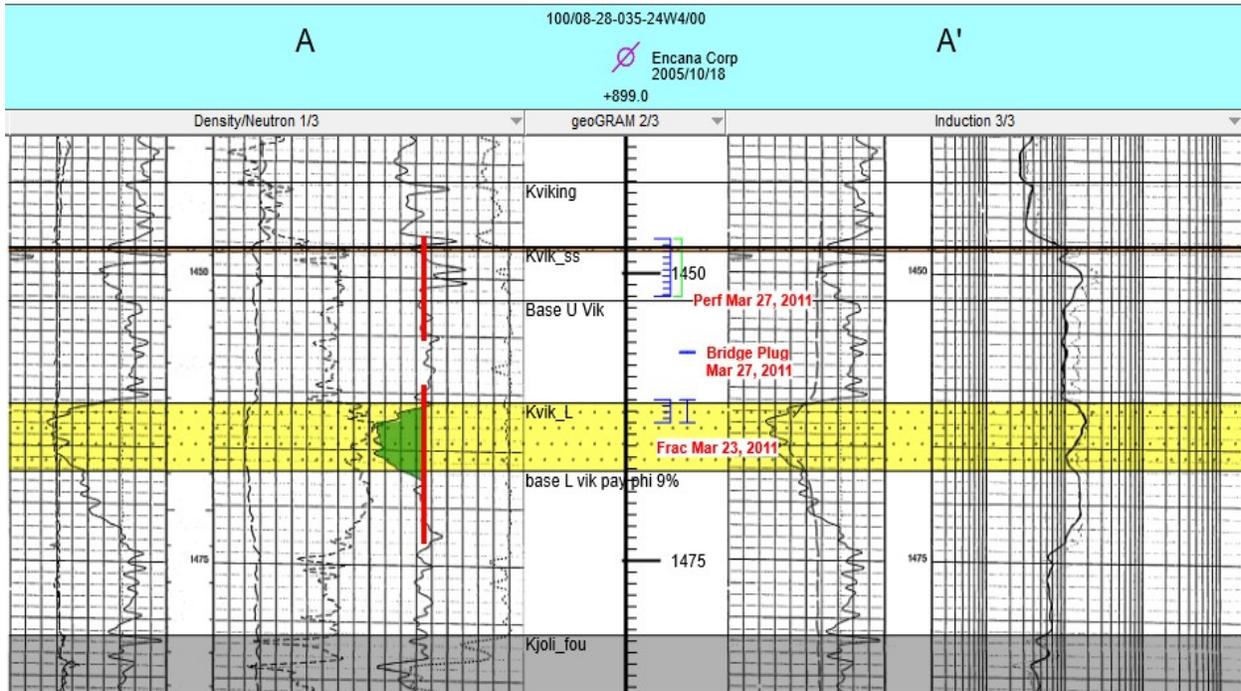


Current production from the Property is largely from vertical wells, with only one horizontal well drilled on the Company's lands to date. The following map shows the Viking sands in the area.



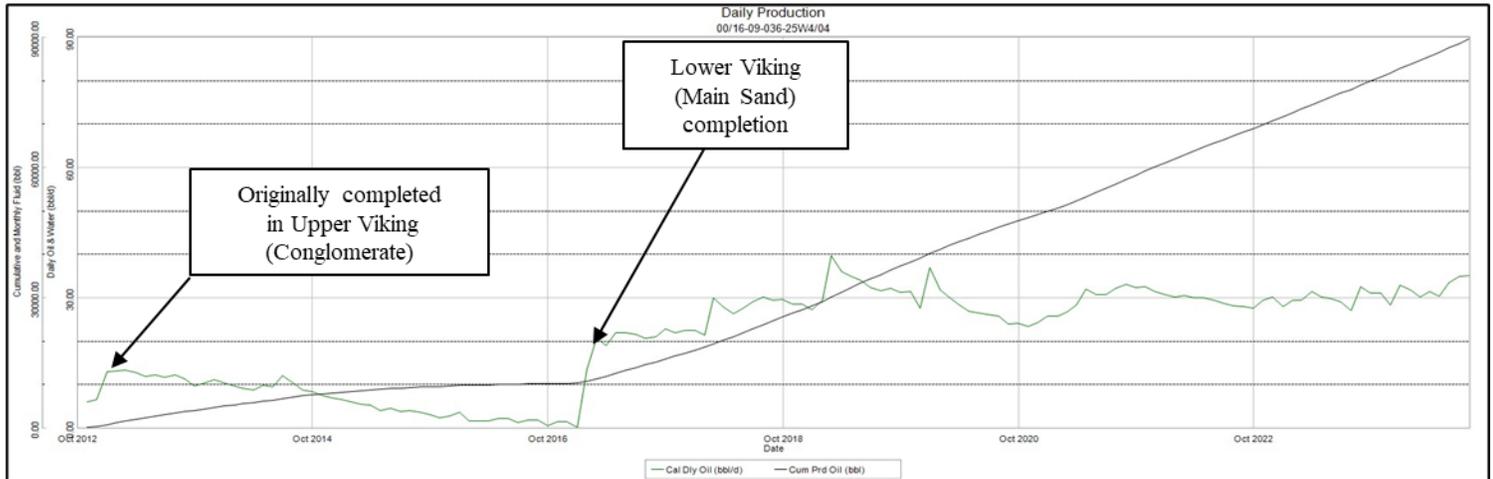
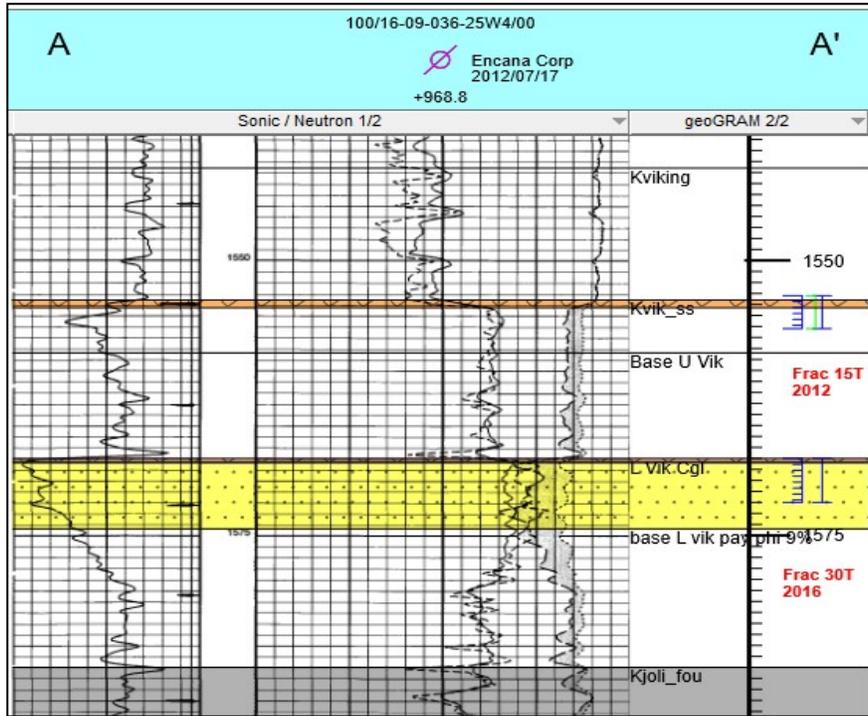
As shown on the following well logs, both the Upper and Lower Viking have been completed in the well *Forge Huxley 100/08-28-035-24W4/0*. The well produced at a rate of 120 bbl/d of oil for first two years and is currently producing at a rate of 20 barrels of oil per day from both the Upper and Lower Viking. Cumulative production from the well to date is approximately 257,000 barrels of oil.

**Forge Huxley 100/08-28-035-24W4/0 – Viking Formation Type Log**



As shown on the following well logs, both the Upper and Lower Viking have been completed in the well *Forge ThreeHck 100/16-09-036-25W4/04*. The 16-09 well is currently producing at a rate of 37 barrels of oil per day from both the Upper and Lower Viking. Cumulative production from the well to date is approximately 90,000 barrels of oil.

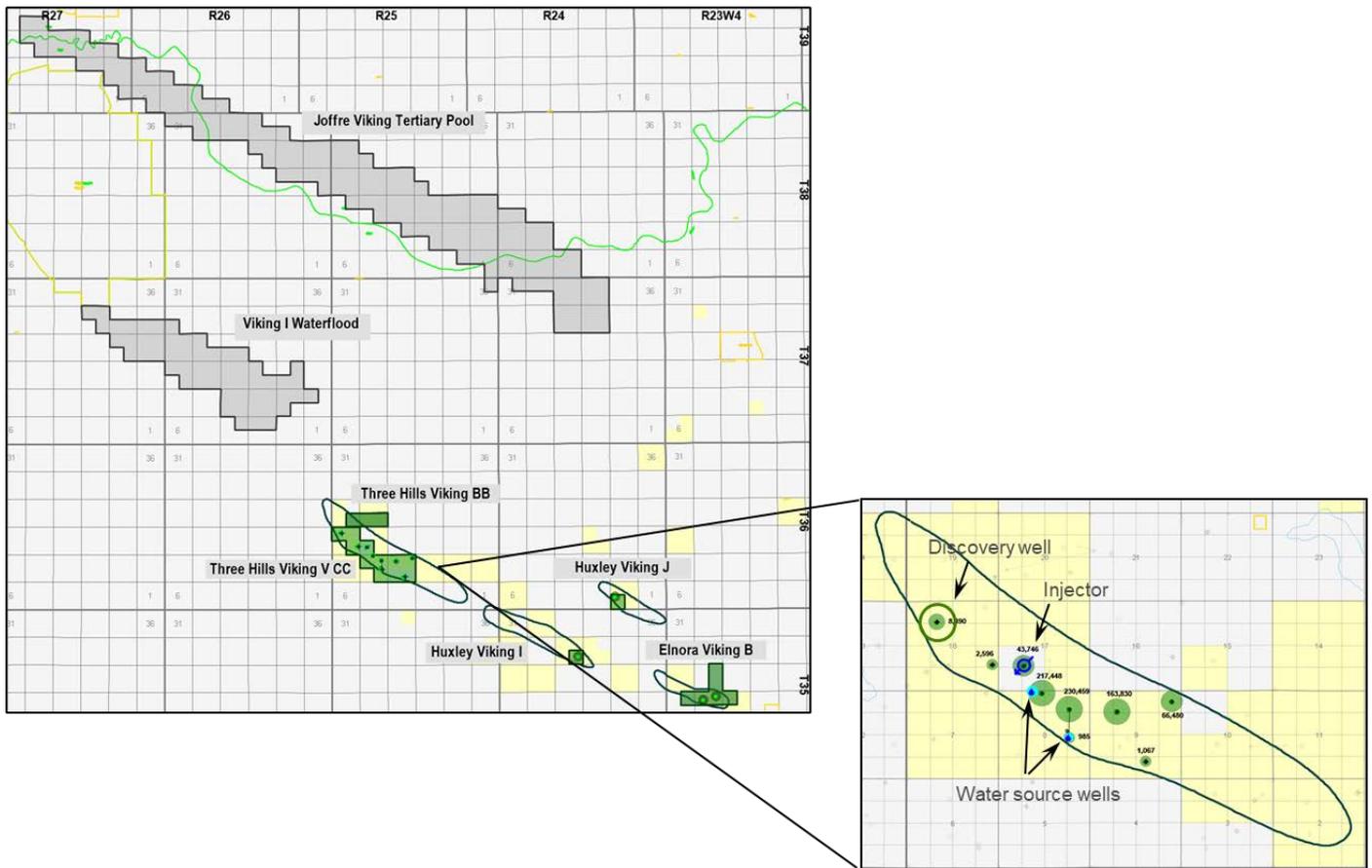
**Forge ThreeHck 100/16-09-036-25W4/04 – Viking Formation Type Log**



## Mikwan Upside

Harvard has mapped the Viking potential on its land and has determined that there are vertical recompletion candidates, along with potential for further development with horizontal drilling.

The following map shows the location of the Company's waterflood in the Three Hills Viking V CC Pool compared to offsetting Viking water floods including the *Joffre Viking Tertiary Pool* (operated by **Whitecap Resources Inc.**) with a current recovery factor greater than 50% and the *Joffre Viking I Pool (Waterflood)* operated by **Canadian Natural Resources Limited**, with a current recovery factor of 35%.



## Mikwan Seismic

The Company does not have ownership in any seismic data relating to the Property.

## Mikwan Facilities

The Company's oil wells are set up with single-well batteries and the casing natural gas is tied-in to either **Ember Resources Inc.** or **AlphaBow Energy Ltd.** for processing.

Emulsion from the wells is trucked to **Secure Energy Services Inc.** in Stettler for treating. Three wells 103/11-17-035-23W4/02, 100/16-17-035-23W4/06, and 100/05-02-036-24W4/02 are cut clean and are trucked directly to **Inter Pipeline Ltd.**

Harvard also has an interest in two natural gas wells that are tied into **Pine Cliff Energy Ltd.**'s natural gas plant at 13-13-035-26W4 and **Sun Century Petroleum Corporation**'s natural gas plant at 10-08-037-23W4. Harvard also operates a water injection facility at 14-08-036-25W4 that injects water into the 16-17-036-25W4 Viking injection well.

## Mikwan Marketing

Oil and natural gas are sold to **Tidal Energy Marketing Inc.** Harvard is paid for natural gas liquids via joint interest billing by the plant operators.

## Mikwan Reserves

*GLJ Ltd.* ("GLJ") prepared an independent reserves evaluation of the Property (the "GLJ Report"). The GLJ Report is effective March 31, 2024 using GLJ's forecast pricing as at April 1, 2024.

GLJ estimates that, as at March 31, 2024, the Property contained remaining proved plus probable reserves of 163,000 barrels of oil and natural gas liquids and 76 MMcf of natural gas (176,000 boe), with an estimated net present value of \$3.8 million using forecast pricing at a 10% discount.

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## Mikwan LMR as of September 7, 2024

As of September 7, 2024, the Property had a deemed net asset value of \$1.3 million (deemed assets of \$3.5 million and deemed liabilities of \$2.2 million), with an LMR ratio of 1.59.

<b>Deemed Assets</b>	<b>Deemed Liabilities</b>	<b>Net Deemed Assets</b>	<b>LMR</b>
\$3,495,320	\$2,196,555	\$1,298,765	1.59

## Mikwan Well List

See well list in Excel.

RECIPIENT COMPANY LETTERHEAD

\_\_\_\_\_, 20\_\_\_\_

**Harvard Resources Inc.  
c/o Sayer Energy Advisors  
1620, 540 - 5<sup>th</sup> Avenue SW  
Calgary, Alberta T2P 0M2**

Attention: Ben Rye

Re: **Confidentiality Agreement  
Mikwan, Alberta Property Divestiture**

---

\_\_\_\_\_ (“Recipient”) has expressed an interest in the purchase of certain oil and natural gas interests owned by Harvard Resources Inc. (“Harvard”) in the Mikwan area of Alberta (the “Property”). Harvard is prepared to provide the Recipient access to certain information relating to the Property, including but not limited to land schedules, financial results, marketing materials, geological and geophysical information and other documentation (“Confidential Information”). In consideration of Harvard providing the Confidential Information, Recipient agrees as follows:

1. Recipient acknowledges that all Confidential Information provided to Recipient is proprietary to Harvard and its joint venture partners except for Confidential Information which is set out and described in Clause 5.
2. The Confidential Information shall be kept in the strictest of confidence and shall not be used for any purpose whatsoever other than evaluating a possible transaction between Recipient and Harvard. The Confidential Information shall not be disclosed to any person other than Recipient and to such of its directors, employees, agents, consultants, representatives and advisors (the “Representatives”) who have a need to know such information for the purpose of appraising the Property. Recipient shall take all steps that are necessary to ensure that its Representatives are aware of the terms and conditions of this Agreement and that such terms and conditions are binding upon any and all of its Representatives. Upon request, Recipient shall provide Harvard with a list of the Representatives who have received the Confidential Information.
3. Recipient agrees that it and its Representatives shall not disclose to any person or publish or disperse in any form, any terms, conditions or other facts with respect to any possible transaction relating to the Property for which the Confidential Information was disclosed.
4. Notwithstanding the foregoing terms, Recipient shall be permitted to disclose such Confidential Information that is required to be disclosed pursuant to any law, rule or regulation. In the event that Recipient receives a request or legal directive to disclose Confidential Information, Recipient shall promptly provide written and verbal notification to Harvard of such a request. Recipient shall consult with Harvard on the advisability of taking steps to resist or narrow such request or directive. If disclosure is deemed advisable, Recipient shall cooperate with Harvard in any attempt that Harvard may make to obtain an order or other reliable assurance that confidential treatment will be accorded by the

requesting or directing party to the information required to be disclosed.

5. The restrictions set forth in Clauses 2 and 3 above shall not apply to any part of the Confidential Information which is:
  - (a) now in the public domain or becomes part of the public domain other than through an act of the Recipient or its Representatives; or
  - (b) in the lawful possession of the Recipient prior to its disclosure by Harvard; or
  - (c) subject to disclosure required by law, rule or regulation provided that Harvard is given notice pursuant to Clause 4 prior to such disclosure; or
  - (d) made available to the Recipient or its Representatives from a source who may reasonably be believed to legally hold such information and who is not bound to Harvard under a confidentiality agreement.
  
6. Recipient acknowledges the competitive value of the Confidential Information. Accordingly, without limitation and in addition to any rights of Harvard and its joint venture partners against the Recipient arising by any breach hereof, the Recipient shall:
  - (a) be liable to Harvard for all losses, costs, damages and expenses whatsoever which they may suffer, sustain, pay or incur; and in addition,
  - (b) indemnify Harvard against any and all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by Harvard or which Harvard may suffer, sustain, pay or incur;

resulting from disclosure by the Recipient, or its Representatives, of all or any part or parts of the Confidential Information.
  
7. At any time, at the request of Harvard, Recipient shall immediately return or cause to be returned to Harvard all of the Confidential Information which may have been released to the Recipient. Recipient shall not retain any copies or other reproductions or extracts of the Confidential Information. Furthermore, Recipient shall, if so requested by Harvard, provide certification from an officer of the Recipient to Harvard that the terms and conditions of this Clause have been complied with. The Recipient will return all requested Confidential Information except to the extent that computer systems are back-up or archived. The Recipient will be able to retain a copy of any analysis of Confidential Information in respect to a possible transaction with Harvard for any internal management and/or board of directors recommendations or approvals.
  
8. Recipient understands and agrees that no contract or agreement providing for the sale of the Property shall be deemed to exist between the Recipient and Harvard unless and until a definitive offer to purchase has been accepted in writing by Harvard. For greater clarity the Recipient acknowledges that this Agreement does not constitute a definitive offer to purchase. Recipient hereby waives, in advance, any claims (including, without limitation, breach of contract) in connection with the sale of the Property unless and until a definitive offer to purchase from Recipient has been accepted in writing by Harvard.
  
9. This Confidentiality Agreement shall remain in force for a period of one year from the date hereof, or until such time as all of the Confidential Information becomes part of the public

- domain through conventional processes and through no violation of this Agreement, whichever comes first.
10. Recipient understands that in providing access to the Confidential Information, Harvard makes no representation or warranty as to the accuracy or completeness of the Confidential Information. Recipient agrees that neither Harvard nor anyone representing Harvard shall have any liability to the Recipient or any of its Representatives as a result of the use of the information by it or its Representatives.
  11. This Agreement shall be construed and determined according to the laws of the Province of Alberta.
  12. Recipient acknowledges and agrees that Harvard may be irreparably injured by a breach of this Confidentiality Agreement that could not be adequately compensated for by damages. Harvard and its joint venture partners shall be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of any of the provisions of this Confidentiality Agreement. Such remedies shall be in addition to all other remedies available at law or in equity.
  13. Recipient understands and agrees that:
    - (a) Harvard shall be free to conduct the process for the sale of the Property in its sole discretion and shall determine, without limitation, the course and nature of negotiations with any prospective buyer and the acceptance of a definitive offer to purchase without prior notice to the Recipient, its Representatives or any other person or corporate entity; and
    - (b) Recipient shall not have any claims whatsoever against Harvard or any of its directors, officers, stockholders, owners, affiliates, representatives, advisors or agents arising out of or relating to the sale of the Property other than as a party to a definitive offer to purchase accepted in writing by Harvard and then only against Harvard and in accordance with the terms of said offer to purchase.
  14. Recipient hereby acknowledges that it is aware and that it will advise its Representatives privy to the Confidential Information that applicable security laws prohibit any person who has received from an issuer material, non-public information concerning the matters which are the subject of this Agreement from purchasing or selling securities of such issuer or from communicating such information to any other person, under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.
  15. Recipient shall not initiate or arrange, directly or indirectly, or maintain contact regarding Harvard's business operations, prospects or finances (except as contemplated herein and for those contacts made in the ordinary course of business unrelated to the possible transaction) with any officer, director, employee, consultant or other representative of Harvard, or with any customer, supplier, sales representative, or competitor of Harvard except with the express written permission of Harvard. Any such permission granted by Harvard may be revoked at any time.
  16. If any provision of this agreement is wholly or partially unenforceable for any reason, such unenforceability shall not affect the enforceability of the balance of this Confidentiality Agreement.

17. This Confidentiality Agreement shall be binding upon, and enure to the benefit of, the parties hereto, and their respective successors and permitted assigns.

The Recipient accepts the Confidential Information to be provided relating to the Property subject to the terms and conditions set forth in this Confidentiality Agreement.

Yours truly,

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
OFFICER'S SIGNATURE

\_\_\_\_\_  
OFFICER'S PRINTED NAME & TITLE

I certify that no changes have been made to this Confidentiality Agreement that have not been clearly marked and initialed.

**CONFIDENTIAL INFORMATION DELIVERY OPTIONS:** *(please check one)*

\_\_\_\_ Electronic or \_\_\_\_ Hard copy (binder)

\_\_\_\_\_  
NAME OF CONTACT PERSON TO FORWARD INFORMATION

\_\_\_\_\_  
CONTACT ADDRESS

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
EMAIL ADDRESS

**Option to Attach Business Card Here:**

Accepted by Harvard Resources Inc. this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Mr. Ken Frankiw  
Chief Operating Officer