



TAMARACK VALLEY ENERGY LTD.

PROPERTY DIVESTITURE



tamarack valley ENERGY

OVERVIEW INFORMATION

Bid Deadline: 12:00 pm June 16, 2022

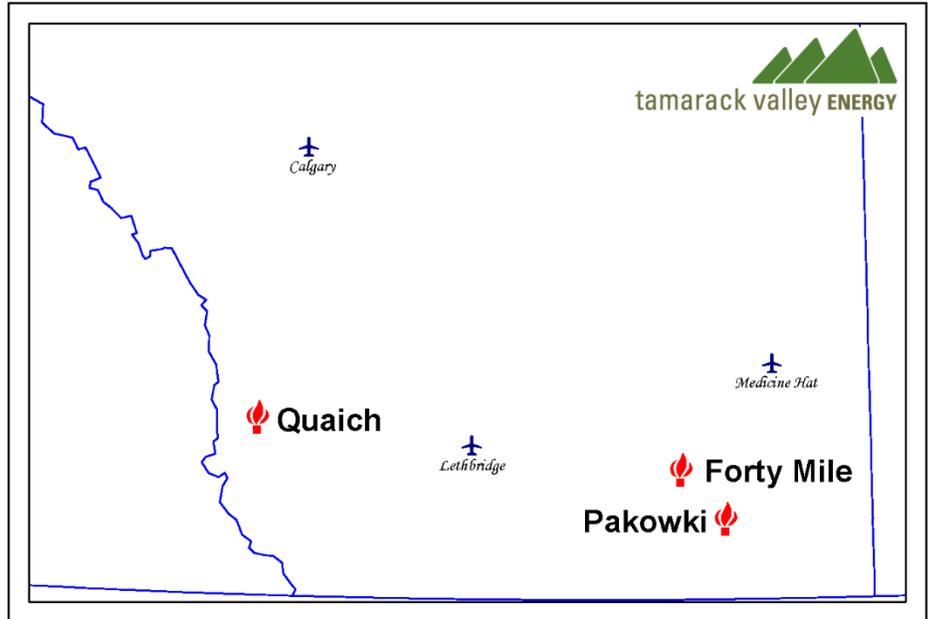
**Property Divestiture:
Southern Alberta
2.6 MMcf/d (442 boe/d)**



Tamarack Valley Energy Ltd. ("Tamarack Valley" or the "Company") has engaged Sayer Energy Advisors to assist the Company with the sale of certain non-core natural gas interests located in the *Forty Mile*, *Pakowki* and *Quaich* areas of southern Alberta (the "Properties").

The Properties consist of operated, high working interest natural gas production. Tamarack Valley is selling the Properties in order to focus its operations on its core assets.

Average daily production net to Tamarack Valley from the Properties for the month of March 2022 was approximately 2.6 MMcf/d of natural gas (442 boe/d).



Operating income net to Tamarack Valley from the Properties in the first quarter of 2022 averaged approximately \$180,000 per month, or \$2.2 million on an annualized basis. Tamarack Valley is forecasting monthly net operating income to exceed \$300,000 based on current pricing.

PROCESS & TIMELINE

Sayer Energy Advisors is accepting cash offers to acquire the Properties until **12:00 pm on Thursday, June 16, 2022.**

Timeline	
Week of May 9, 2022	Preliminary Information Distributed
Week of May 16, 2022	Data Room Opens
June 16, 2022	12:00 noon
June 1, 2022	Effective Date
July/August 2022	Closing Date

Sayer Energy Advisors does not conduct a "second-round" bidding process; the intention is to attempt to conclude a transaction(s) with the party(ies) submitting the most acceptable proposal(s) at the conclusion of the process.

Sayer Energy Advisors is accepting cash offers from interested parties until noon on Thursday, June 16, 2022.

Production Overview

Average daily production net to Tamarack Valley from the Properties for the month of March 2022 was approximately 2.6 MMcf/d of natural gas and minor amounts of natural gas liquids per day (442 boe/d) as outlined below.

PROPERTY	MARCH 2022 NET PRODUCTION (Average Daily)				NOI
	Oil	Ngl	Nat. Gas	Total	Q1 2022
	bbl/d	bbl/d	Mcf/d	boe/d	Monthly
Quaich	-	1	2,244	375	\$175,000
Pakowki	-	-	303	51	\$3,000
Forty Mile	-	-	101	17	\$1,500
TOTAL	-	1	2,648	442	\$179,500

Operating income net to Tamarack Valley from the Properties in the first quarter of 2022 averaged approximately \$180,000 per month, or \$2.2 million on an annualized basis. Tamarack Valley expects monthly net operating income to exceed \$300,000 based on current pricing.

LMR Summary

As of April 2, 2022, Tamarack Valley's net deemed asset value for the Properties was \$7.6 million (deemed assets of \$11.8 million and deemed liabilities of \$4.2 million), with an LMR ratio of 2.80.

The LMR for each of the Properties as of April 2, 2022 is summarized below.

Summary of LMR by Property

PROPERTY	Deemed Assets	Deemed Liabilities	Net Deemed Assets	LMR
Quaich	\$9,962,754	\$756,722	\$9,206,032	13.17
Forty Mile	\$410,499	\$708,826	(\$298,327)	0.58
Pakowki	\$1,437,267	\$2,757,986	(\$1,320,719)	0.52
TOTAL OFFERING	\$11,810,520	\$4,223,534	\$7,586,986	2.80

Tamarack Valley has an internal asset retirement obligation ("ARO") estimate for the *Pakowki* and *Forty Mile* properties. The internal estimate accounts for wells only and totals approximately \$1.9 million. While this estimate excludes \$167,500 in deemed facility liabilities, it is considerably lower than the \$3.2 million in deemed liabilities assigned by the **Alberta Energy Regulator** ("AER") for these properties.

The internal ARO estimate is based on type well abandonment costs of \$10,600 per well and a detailed breakdown of that cost will be provided in the virtual data room for parties which execute a confidentiality agreement. Due to the nature of these abandonments being single zone, shallow and sweet, they can be completed by wireline alone. The Company believes there will be a scale efficiency available with multiple wells being able to be abandoned per day which will allow for outperformance of AER estimates. Tamarack Valley's estimate of \$10,000 per well for reclamation is based on experience with similar wells in the area (shallow natural gas, minimal disturbance leases) and would also benefit from the ability to scale up the program.



Reserves Overview

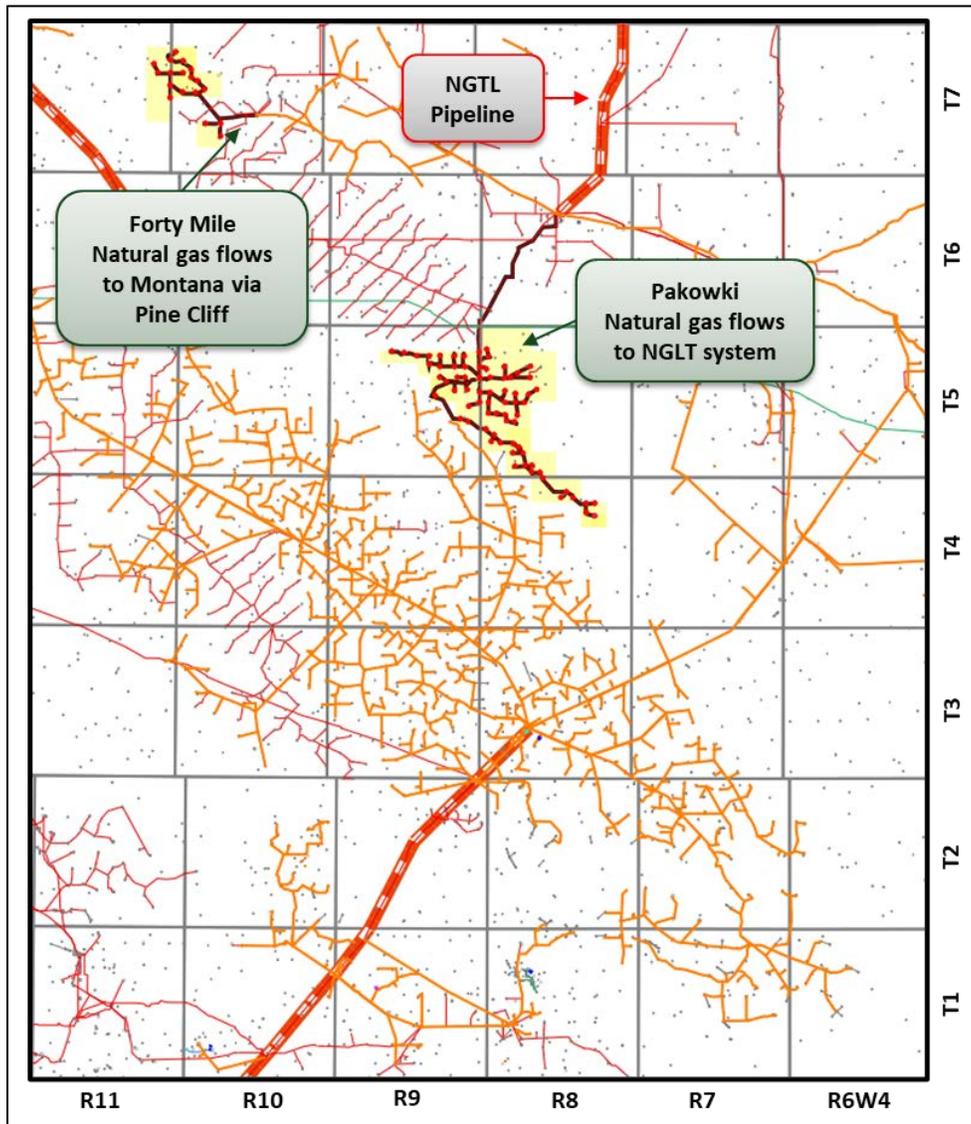
GLJ Ltd. (“GLJ”) prepared an independent reserves evaluation of the *Quaich* property as part of the Company’s year-end evaluation (the “GLJ Report”). The GLJ Report is effective December 31, 2021 using an average of GLJ, McDaniel & Associates Consultants Ltd. and Sproule Associates Limited’s January 1, 2022 forecast pricing.

The *Forty Mile* and *Pakowki* properties were not evaluated as part of the GLJ Report.

Marketing Overview

Tamarack Valley does not have any specific natural gas contracts in place for the Properties as the natural gas is pooled.

The *Forty Mile* and *Pakowki* properties are close in proximity to one another as shown in the following image. Natural gas from *Forty Mile* flows to Montana and natural gas from *Pakowki* flows to the Nova Gas Transmission Line. Natural gas from *Quaich* and *Pakowki* is sold at the AECO NIT hub.



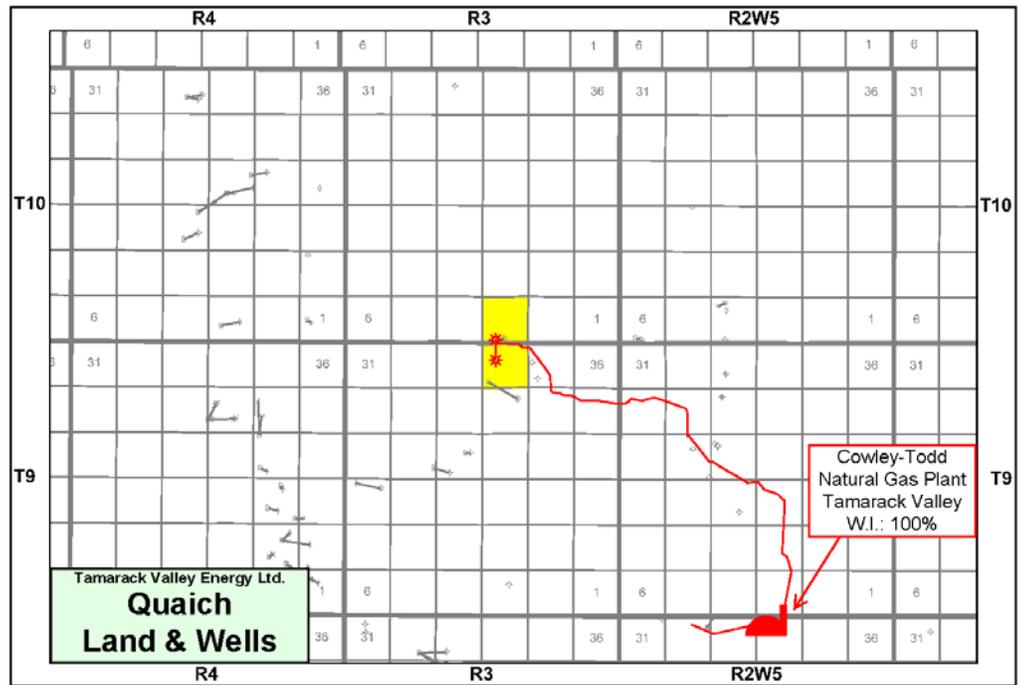


Quaich Property

Township 9-10, Range 3 W5

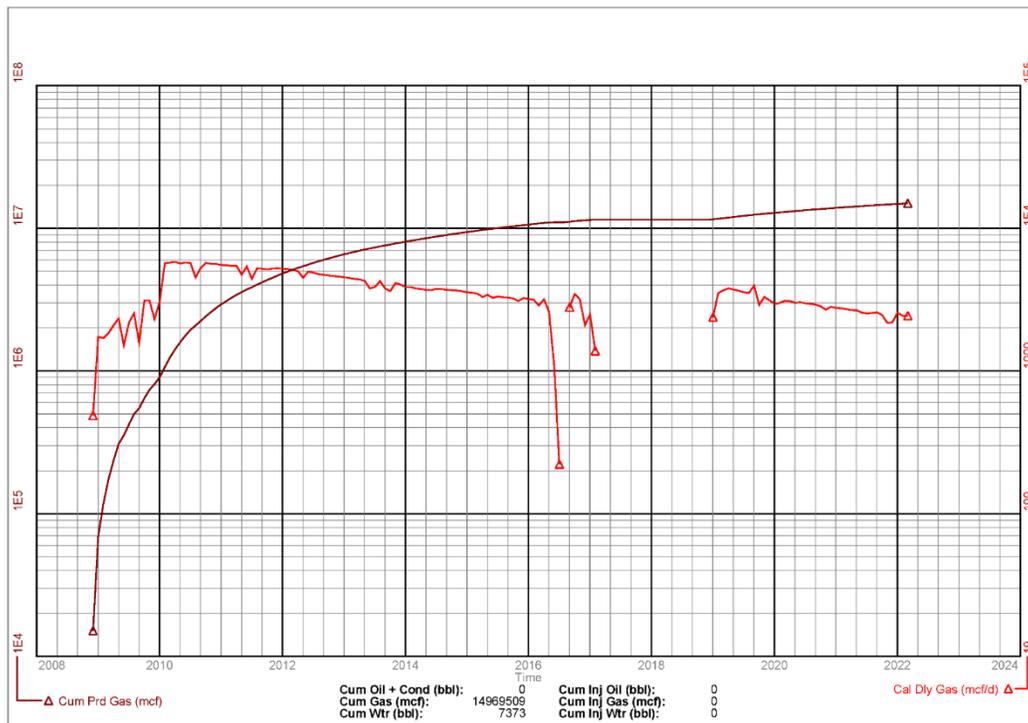
At Quaich, Tamarack Valley holds a 100% working interest in P&NG rights to the base of the Blairmore Group in two sections of land on which there are two natural gas wells producing from the Cadomin Formation. The wells are connected to the Company's 100% owned and operated natural gas plant at 13-34-008-02W5.

Average daily production net to Tamarack Valley from Quaich for the month of March 2022 was approximately 2.2 MMcf/d of natural gas and minor volumes of natural gas liquids per day (375 boe/d).



Tamarack Valley's ownership in the infrastructure and facilities at Quaich results in a high netback from the property. Operating income net to Tamarack Valley from the Quaich property for the first quarter of 2022 averaged approximately \$175,000 per month, or \$2.1 million on an annualized basis.

Quaich, Alberta – Gross Production Group Plot of Tamarack Valley's Natural Gas Wells





Quaich Facilities

At *Quaich*, Tamarack Valley has a 100% working interest in the Cowley-Todd natural gas plant as described below.

The natural gas plant has meter connection to the Nova Gas Transmission Line and includes refrigeration designed for 20 MMcf/d of natural gas. Throughput at the plant is currently limited by compression to 10 MMcf/d of natural gas.

Cowley-Todd Creek Gas Processing Facility – 13-34-008-02W5



Quaich Reserves

GLJ estimates that, as of December 31, 2021, the *Quaich* property contained remaining proved plus probable reserves of 9.3 Bcf of natural gas (1.6 million boe), with an estimated net present value of \$8.1 million using forecast pricing at a 10% discount.

	GLJ Ltd. as at December 31, 2021				PV BEFORE TAX		
	Oil	Natural Gas	Ngl	Total	5%	10%	15%
	Mbbl	MMcf	Mbbl	MBOE		(000s)	
Proved Developed Producing	0	4,978	0	830	\$7,015	\$6,018	\$5,274
Proved Developed Non-Producing	0	1,395	0	232	\$348	\$134	\$52
Total Proved	0	6,373	0	1,062	\$7,363	\$6,151	\$5,326
Probable	0	2,963	0	494	\$3,595	\$1,909	\$1,153
Total Proved Plus Probable	0	9,336	0	1,556	\$10,958	\$8,060	\$6,479

The reserve estimates and forecasts of production and revenues for the Company's properties were prepared within the context of the Company's year-end evaluation, which was an evaluation of all of the Company's 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.

Tamarack Valley internally updated the reserves associated with the *Quaich* property as of April 1, 2022, using an average of GLJ, McDaniel & Associates Consultants Ltd. and Sproule Associates Limited's April 1, 2022 forecast pricing. The update increased the PDP net present value at a 10% discount to \$7.0 million.





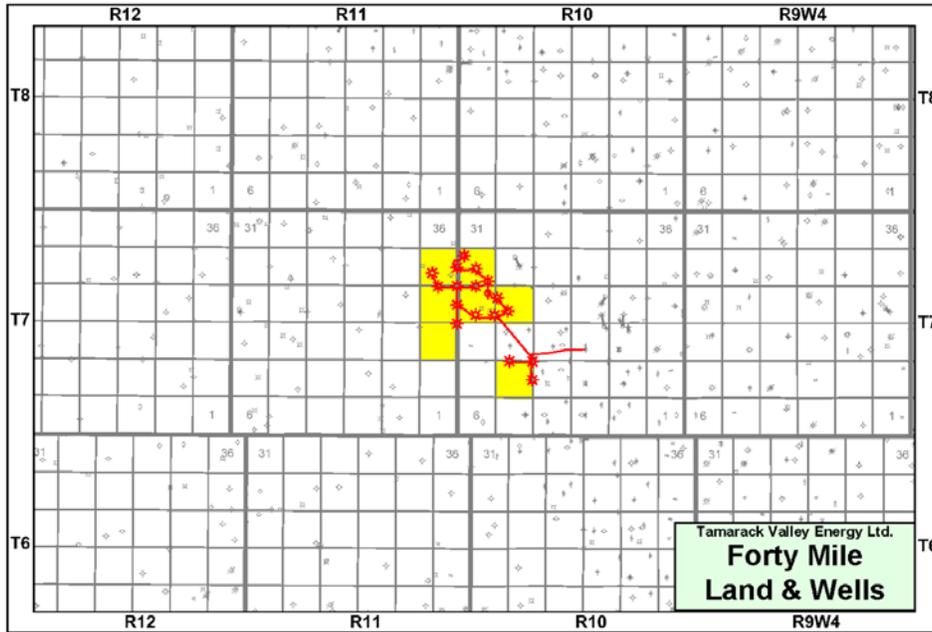
Forty Mile Property

Township 7, Range 10-11 W4

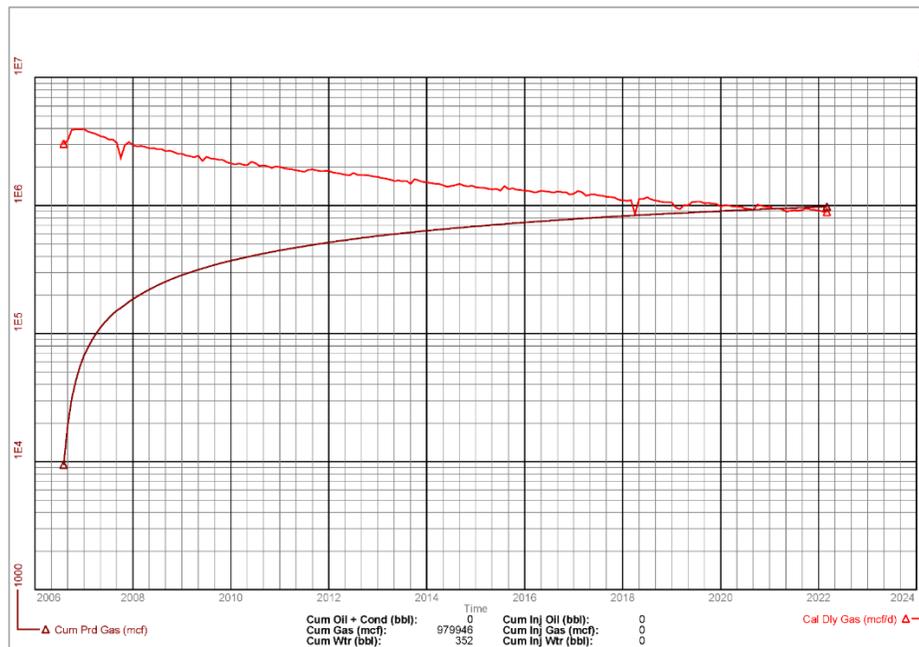
At *Forty Mile*, Tamarack Valley holds a 100% working interest in seven sections of land on which there are 18 natural gas wells producing from the Medicine Hat Formation.

Natural gas from *Forty Mile* is transported via pipeline and sold in Montana.

Average daily production net to Tamarack Valley from *Forty Mile* for the month of March 2022 was approximately 101 Mcf/d of natural gas (17 boe/d).



Forty Mile, Alberta – Gross Production Group Plot of Tamarack Valley’s Natural Gas Wells





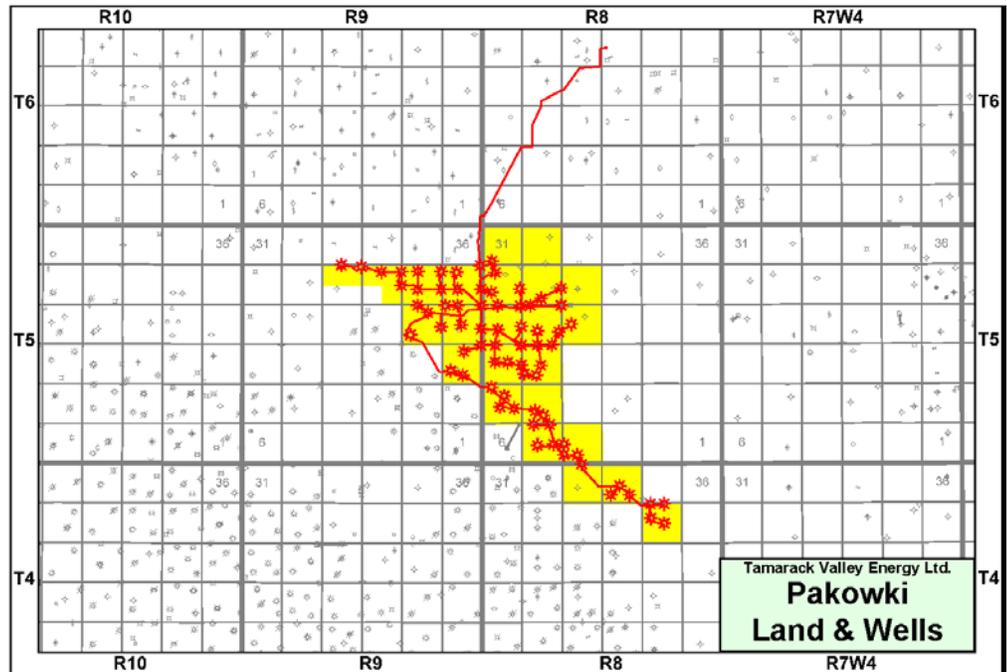
Pakowki Property

Township 4-5, Range 8-9 W4

In the *Pakowki* area, Tamarack Valley holds a 100% working interest in 22.25 sections of land and a 72.97% working interest in one additional section.

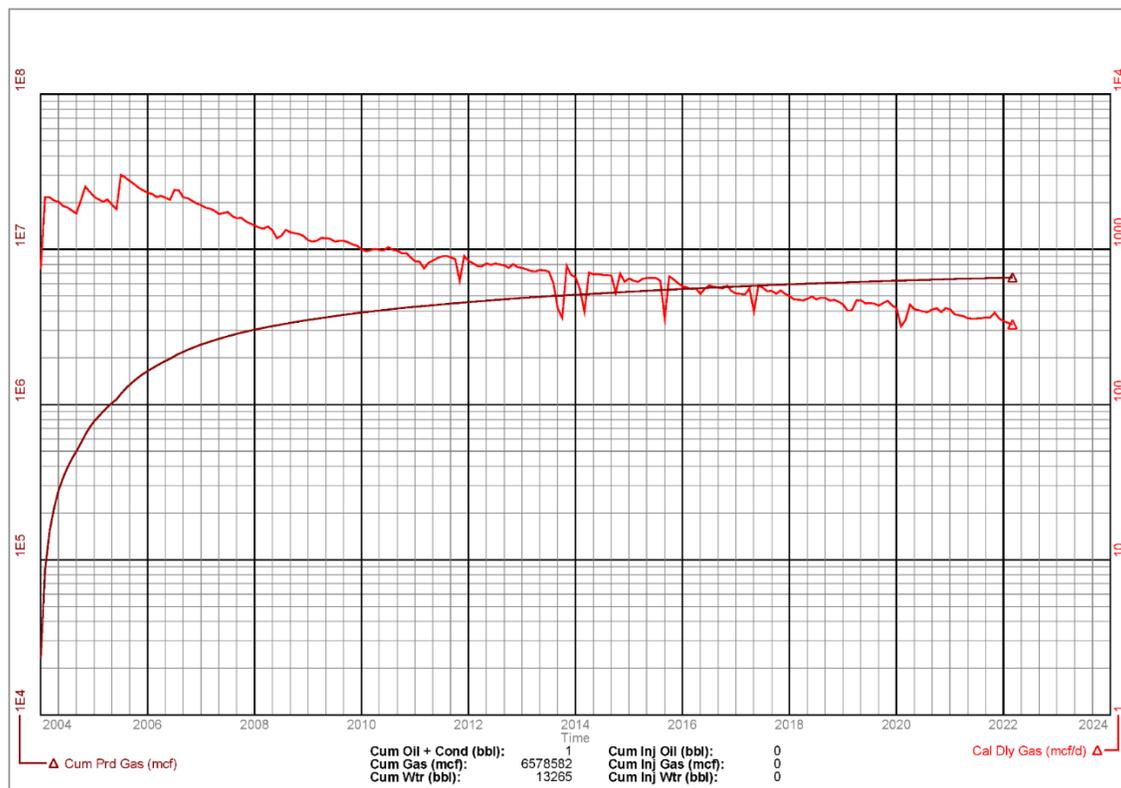
The Company produces natural gas from the Medicine Hat Formation from several wells. Natural gas from *Pakowki* is transported via pipeline and sold into the Nova Gas Transmission Line.

Average daily production net to Tamarack Valley from *Pakowki* for the month of March 2022 was approximately 303 Mcf/d of natural gas (51 boe/d).



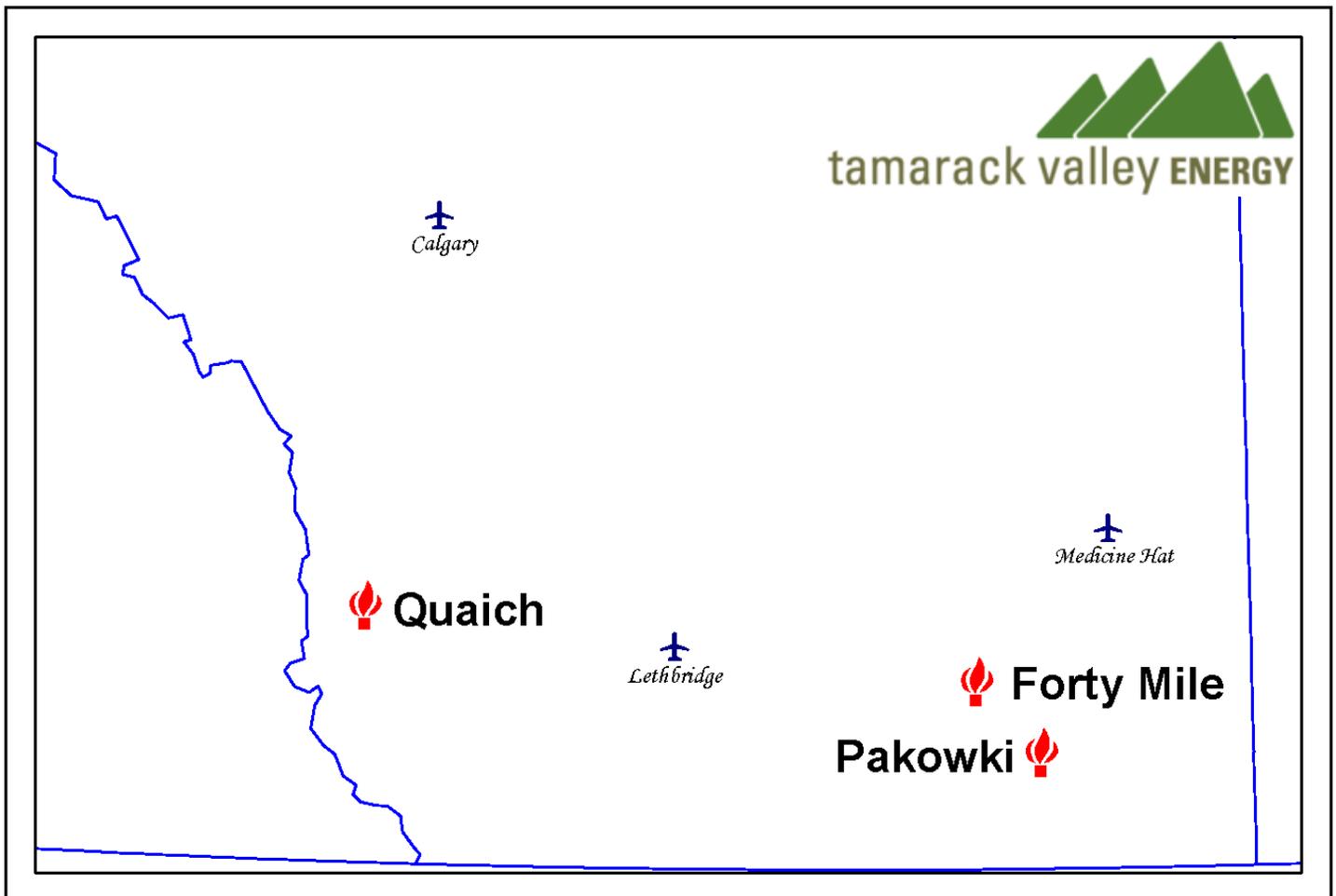
At *Pakowki*, Tamarack Valley has a 100% working interest in a natural gas compressor at 16-24-005-09W4

Pakowki, Alberta – Gross Production Group Plot of Tamarack Valley’s Natural Gas Wells





Tamarack Valley Energy Ltd. Property Divestiture Spring 2022



CONTACT

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

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

To receive further information on the Properties please contact Tom Pavic, Ben Rye or Grazina Palmer at 403.266.6133.



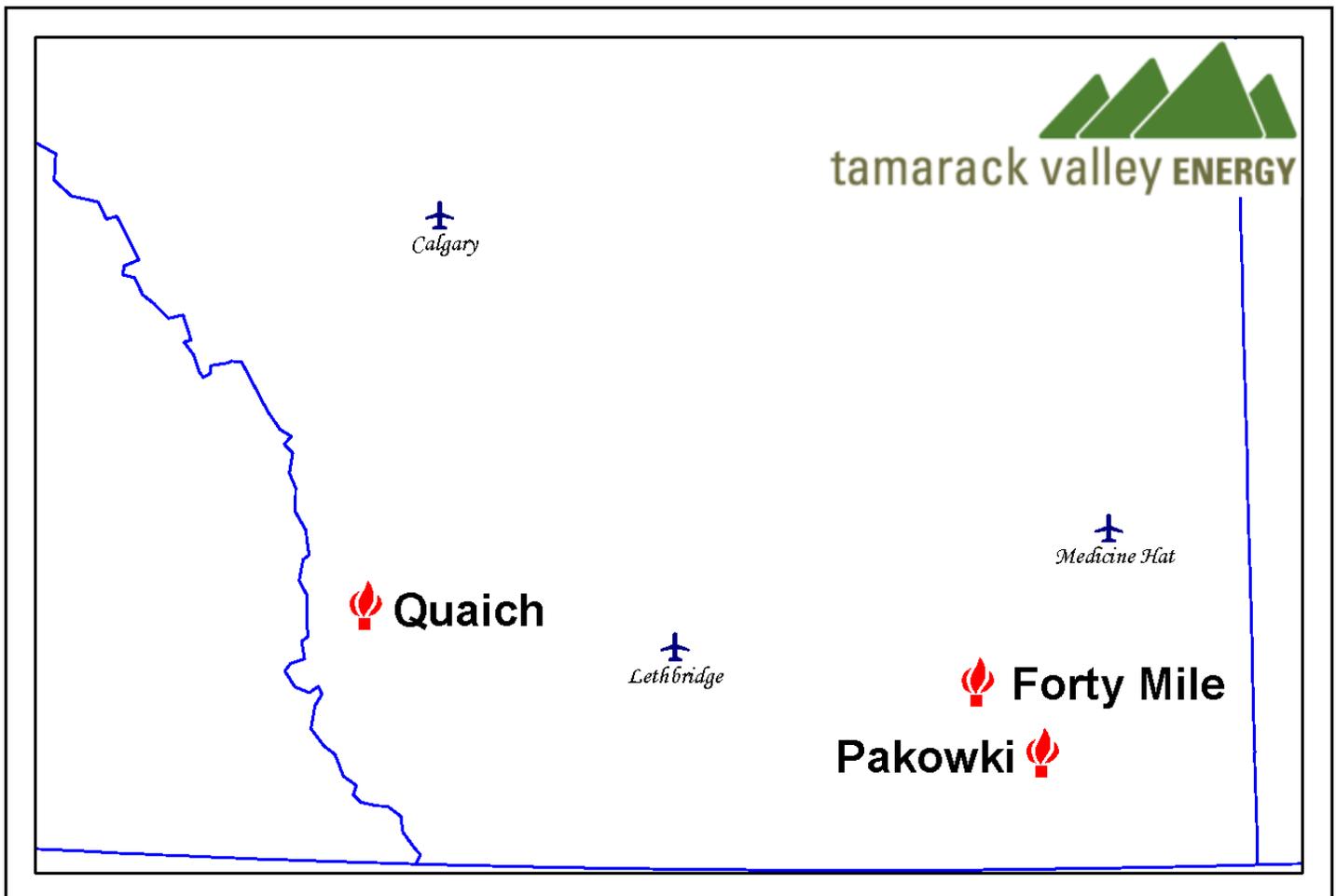
Overview

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Overview Map Showing the Location of the Divestiture Properties



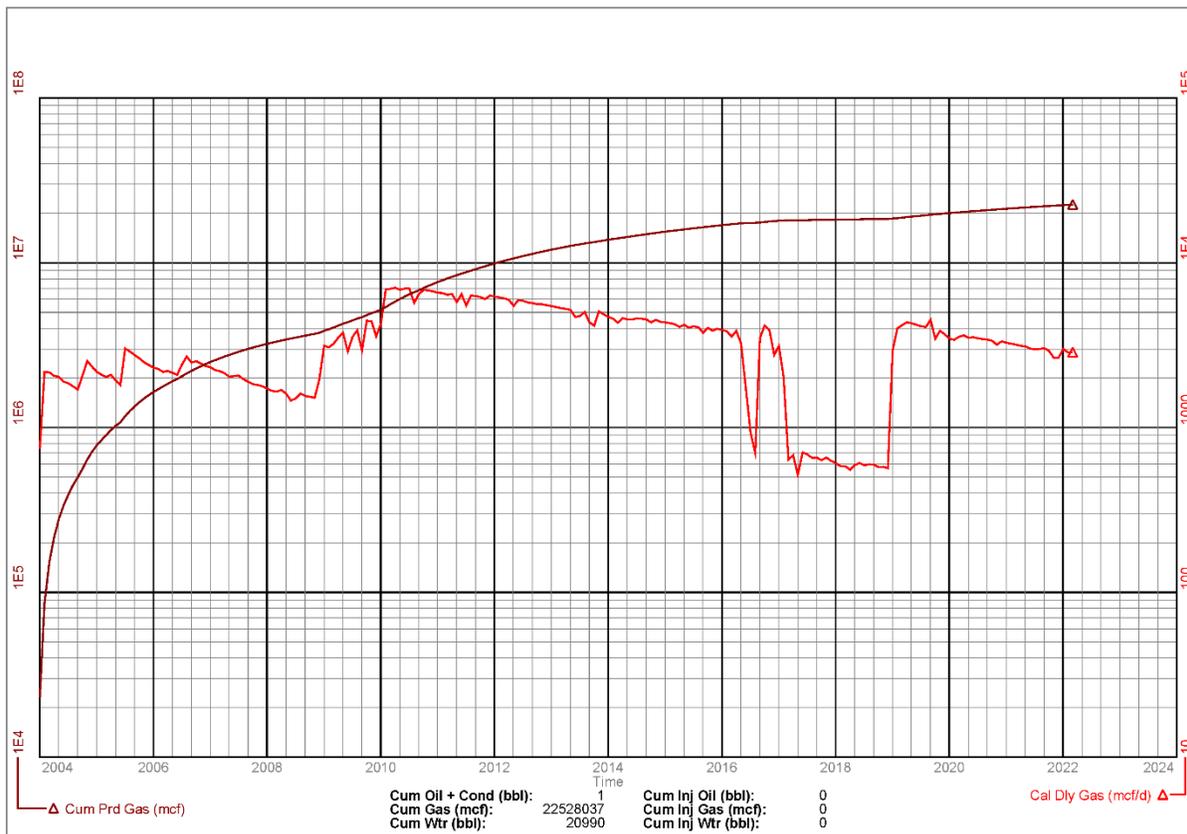
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Gross Production Group Plot of Tamarack Valley's Natural Gas Wells



LMR Summary

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Seismic Overview

The Company does not have an interest in any seismic data relating to the Properties.

Reserves Overview

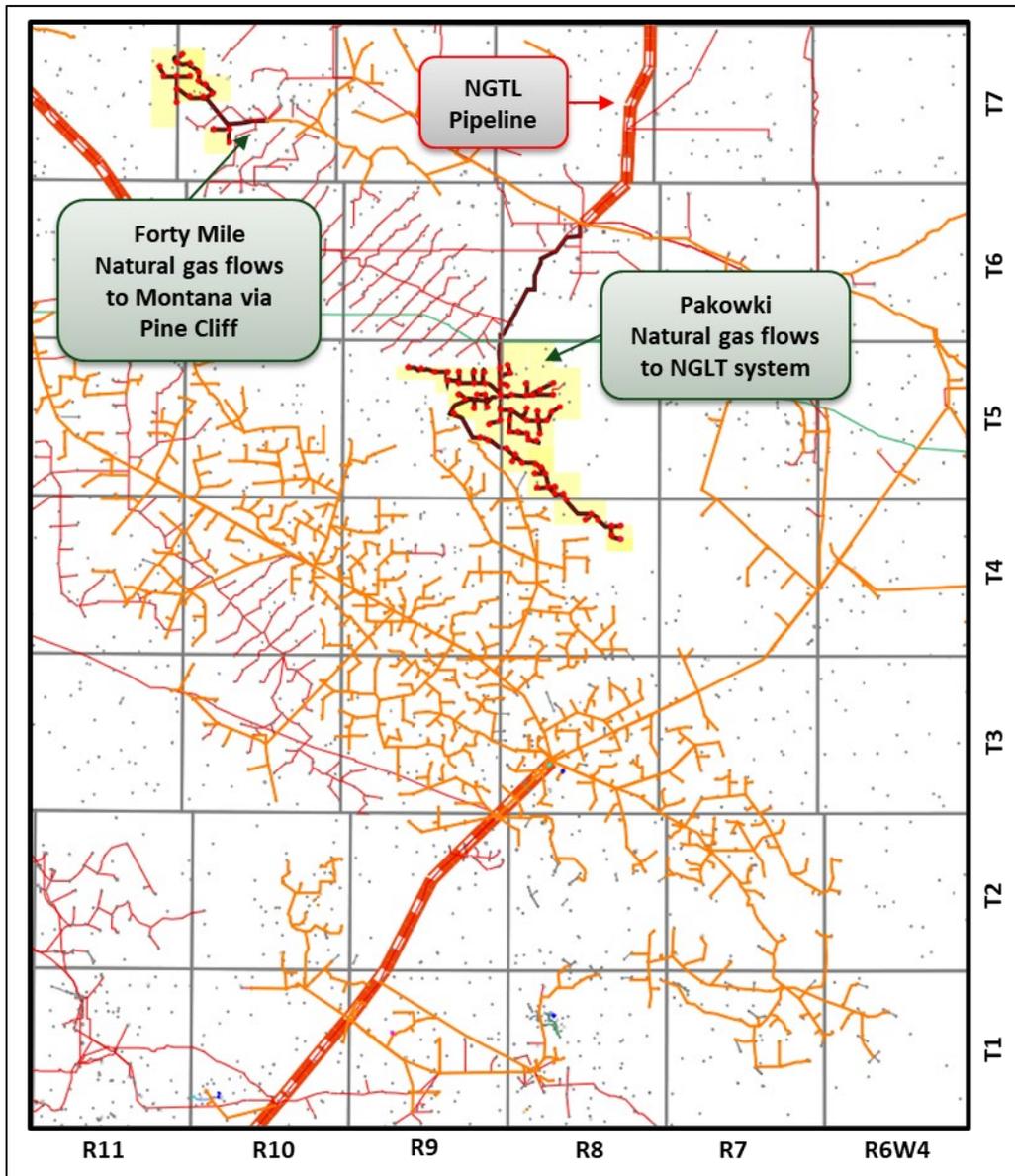
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The *Forty Mile* and *Pakowki* properties are close in proximity to one another as shown in the following image. Natural gas from *Forty Mile* flows to Montana and natural gas from *Pakowki* flows to the Nova Gas Transmission Line. Natural gas from *Quaich* and *Pakowki* is sold at the AECO NIT hub.





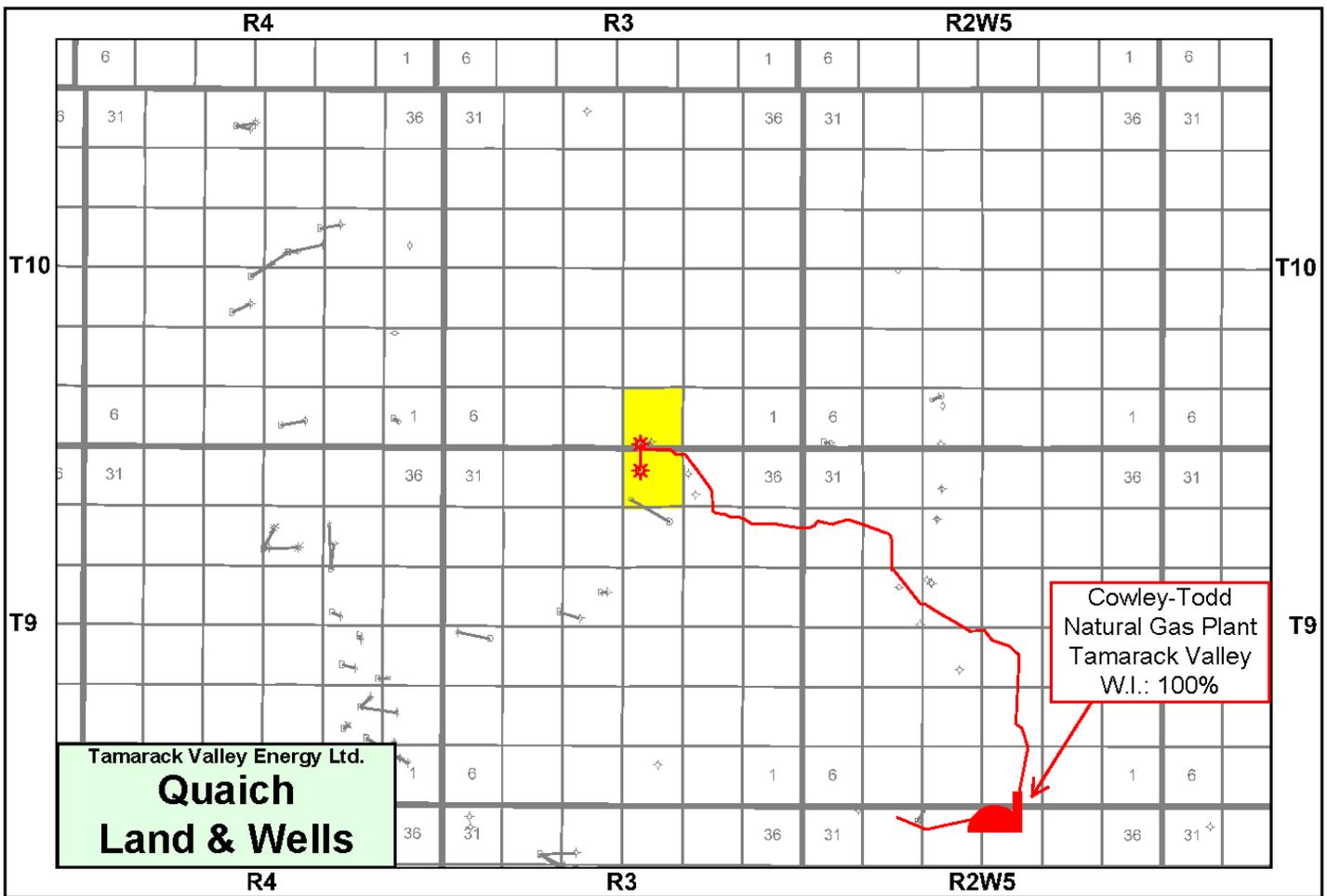
Quaich Property

Township 9-10, Range 3 W5

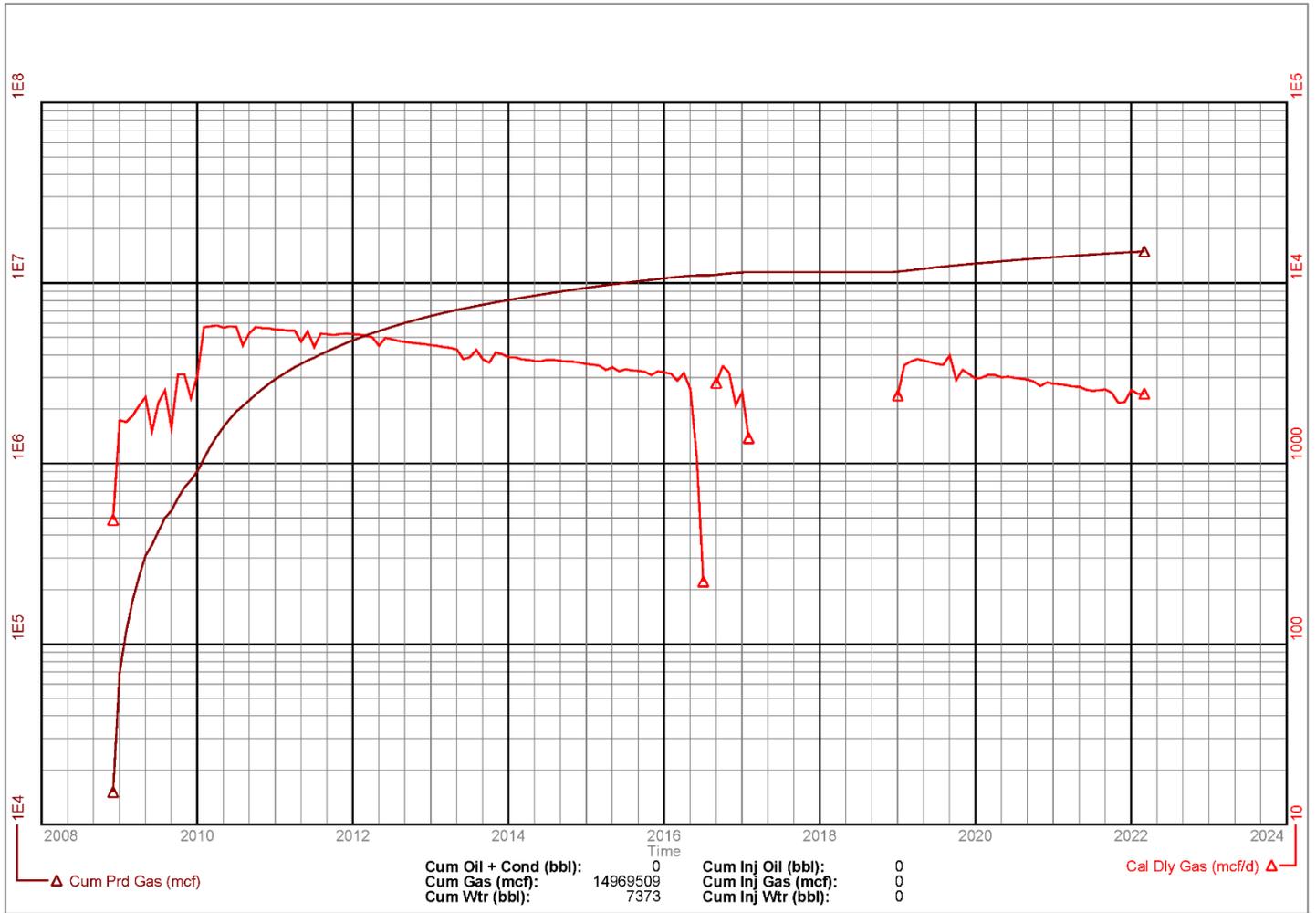
At *Quaich*, Tamarack Valley holds a 100% working interest in P&NG rights to the base of the Blairmore Group in two sections of land on which there are two natural gas wells producing from the Cadomin Formation. The wells are connected to the Company's 100% owned and operated natural gas plant at 13-34-008-02W5.

Average daily production net to Tamarack Valley from *Quaich* for the month of March 2022 was approximately 2.2 MMcf/d of natural gas and minor volumes of natural gas liquids per day (375 boe/d).

Tamarack Valley's ownership in the infrastructure and facilities at *Quaich* results in a high netback from the property. Operating income net to Tamarack Valley from the *Quaich* property for the first quarter of 2022 averaged approximately \$175,000 per month, or \$2.1 million on an annualized basis.



Quaich, Alberta – Gross Production Group Plot of Tamarack Valley’s Natural Gas Wells



Quaich Facilities

At *Quaich*, Tamarack Valley has a 100% working interest in the Cowley-Todd natural gas plant as outlined below. The natural gas plant has meter connection to the Nova Gas Transmission Line and includes refrigeration designed for 20 MMcf/d of natural gas. Throughput at the plant is currently limited by compression to 10 MMcf/d of natural gas.

Facility Type	License Number	Surface Location	W.I.%
Natural Gas Processing Plant	F31687	13-34-008-02W5	100%

Cowley-Todd Creek Gas Processing Facility – 13-34-008-02W5



Quaich Marketing

Tamarack Valley processes its natural gas at its 100% owned natural gas plant at *Quaich*. The plant is meter connected to the Nova Gas Transmission Line where the Company's natural gas is sold at the AECO NIT hub.

Quaich Reserves

GLJ estimates that, as of December 31, 2021, the *Quaich* property contained remaining proved plus probable reserves of 9.3 Bcf of natural gas (1.6 million boe), with an estimated net present value of \$8.1 million using forecast pricing at a 10% discount.

	GLJ Ltd. as at December 31, 2021				PV BEFORE TAX		
	COMPANY GROSS RESERVES				5%	10%	15%
	Oil Mbbbl	Natural Gas MMcf	Ngl Mbbbl	Total MBOE		(000s)	
Proved Developed Producing	0	4,978	0	830	\$7,015	\$6,018	\$5,274
Proved Developed Non-Producing	0	1,395	0	232	\$348	\$134	\$52
Total Proved	0	6,373	0	1,062	\$7,363	\$6,151	\$5,326
Probable	0	2,963	0	494	\$3,595	\$1,909	\$1,153
Total Proved Plus Probable	0	9,336	0	1,556	\$10,958	\$8,060	\$6,479

The reserve estimates and forecasts of production and revenues for the Company's properties were prepared within the context of the Company's year-end evaluation, which was an evaluation of all of the Company's 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.

Tamarack Valley internally updated the reserves associated with the *Quaich* property as of April 1, 2022, using an average of GLJ, McDaniel & Associates Consultants Ltd. and Sproule Associates Limited's April 1, 2022 forecast pricing. The update increased the PDP net present value at a 10% discount to \$7.0 million.

Quaich LMR

As of April 2, 2022, Tamarack Valley's net deemed asset value for *Quaich* was \$9.2 million (deemed assets of \$10.0 million and deemed liabilities of \$756,722), with an LMR ratio of 13.17.

Deemed Assets	Deemed Liabilities	Net Deemed Assets	LMR
\$9,962,754	\$756,722	\$9,206,032	13.17

Quaich Well List

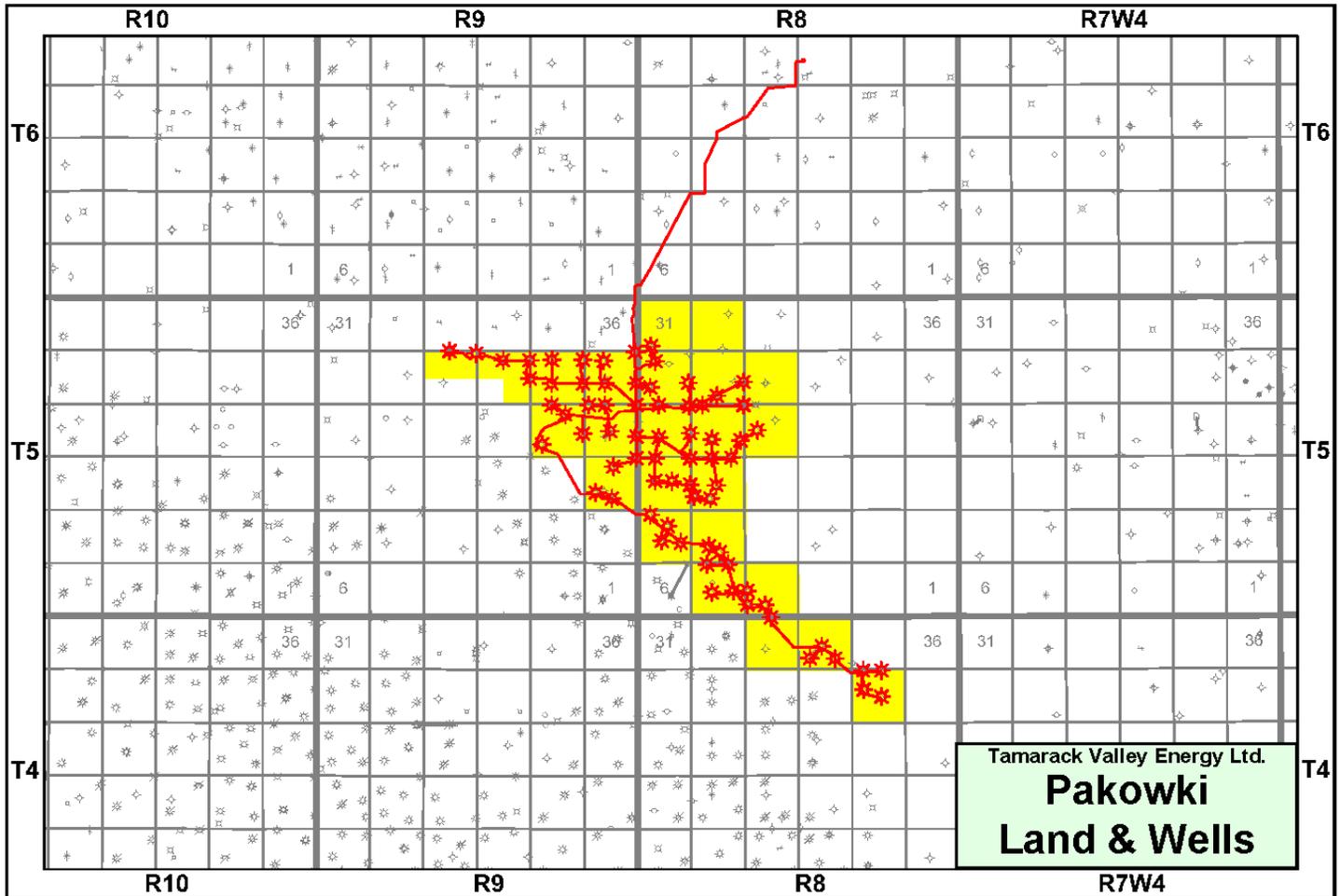
See well list in Excel.

Pakowki Property

Township 4-5, Range 8-9 W4

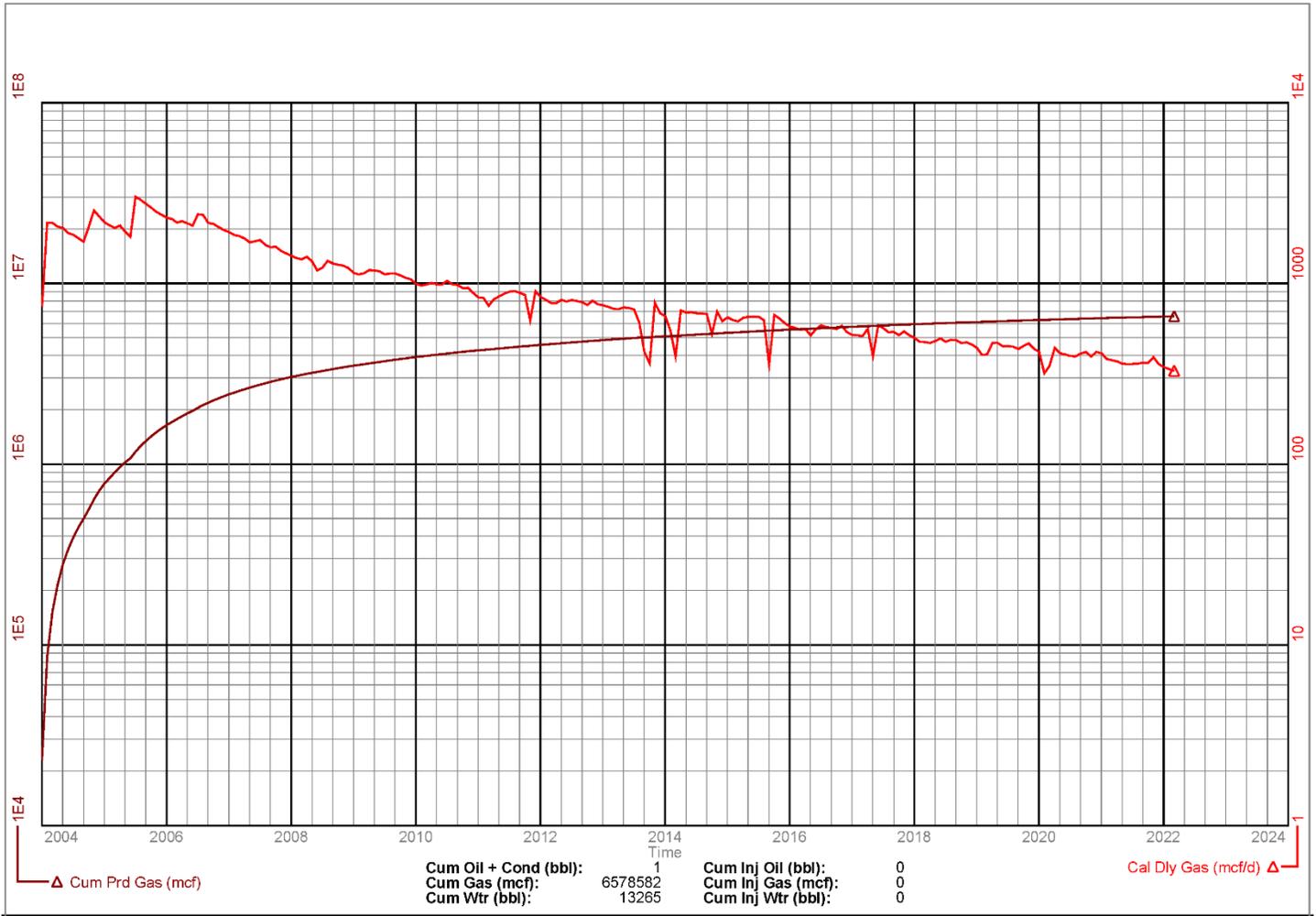
In the *Pakowki* area, Tamarack Valley holds a 100% working interest in 22.25 sections of land and a 72.97% working interest in one additional section. The Company produces natural gas from the Medicine Hat Formation from several wells. Natural gas from *Pakowki* is transported via pipeline and sold into the Nova Gas Transmission Line.

Average daily production net to Tamarack Valley from *Pakowki* for the month of March 2022 was approximately 303 Mcf/d of natural gas (51 boe/d).





Pakowki, Alberta – Gross Production Group Plot of Tamarack Valley’s Natural Gas Wells



Pakowki Facilities

At *Pakowki*, Tamarack Valley has a 100% working interest in a natural gas compressor at 16-24-005-09W4 as outlined below.

Facility Type	License Number	Surface Location	W.I.%
Natural Gas Compressor	F30423	16-24-005-09W4	100%

Pakowki Marketing

The Company sells its natural gas from *Pakowki* into the Nova Gas Transmission Line at the AECO NIT hub.

Pakowki Reserves

The *Pakowki* property was not evaluated in the GLJ Report.

Pakowki LMR

As of April 2, 2022, Tamarack Valley's net deemed asset value for *Pakowki* was (\$1.3 million) (deemed assets of \$1.4 million and deemed liabilities of \$2.8 million), with an LMR ratio of 0.52.

Deemed Assets	Deemed Liabilities	Net Deemed Assets	LMR
\$1,437,267	\$2,757,986	(\$1,320,719)	0.52

Pakowki Well List

See well list in Excel.

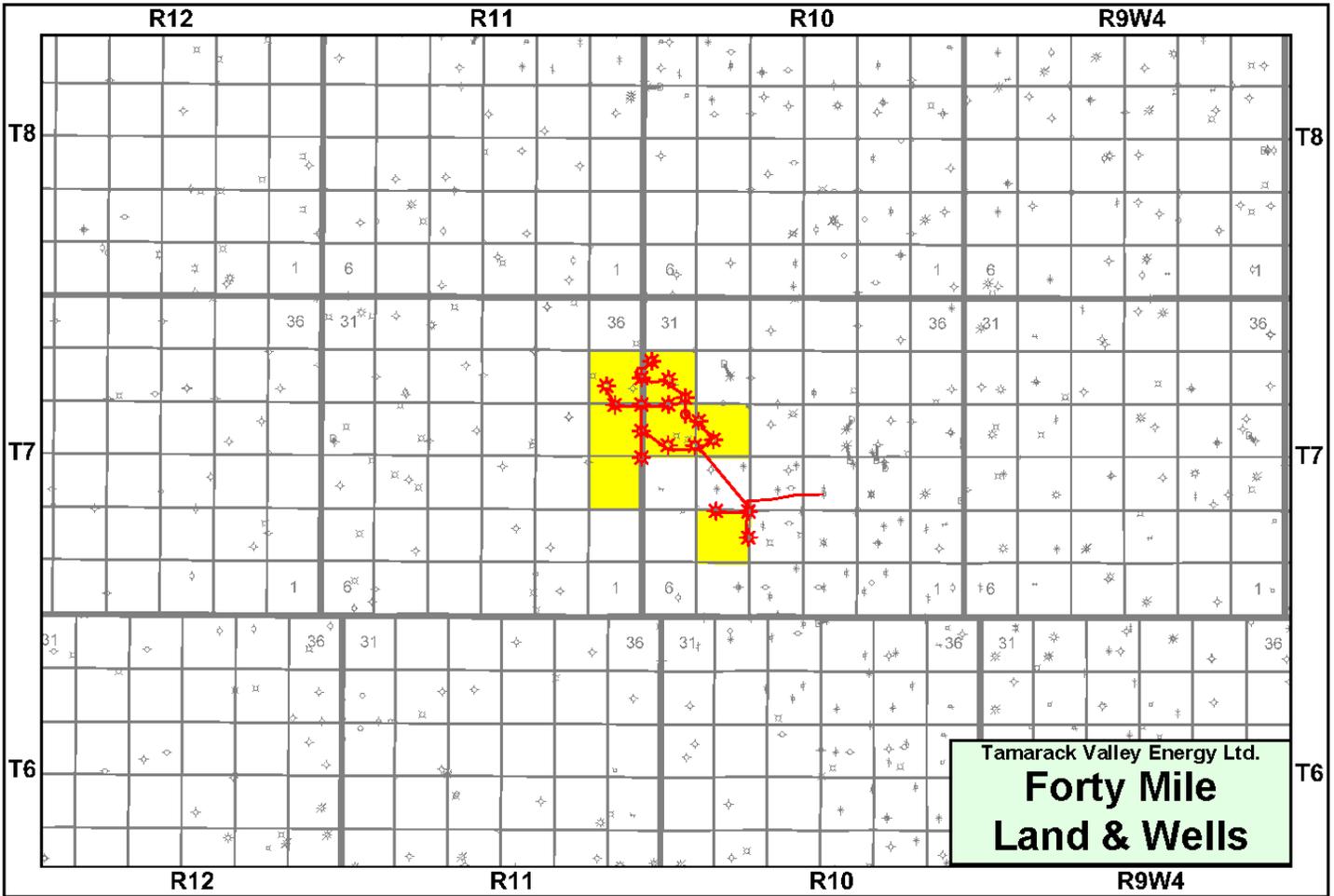


Forty Mile Property

Township 7, Range 10-11 W4

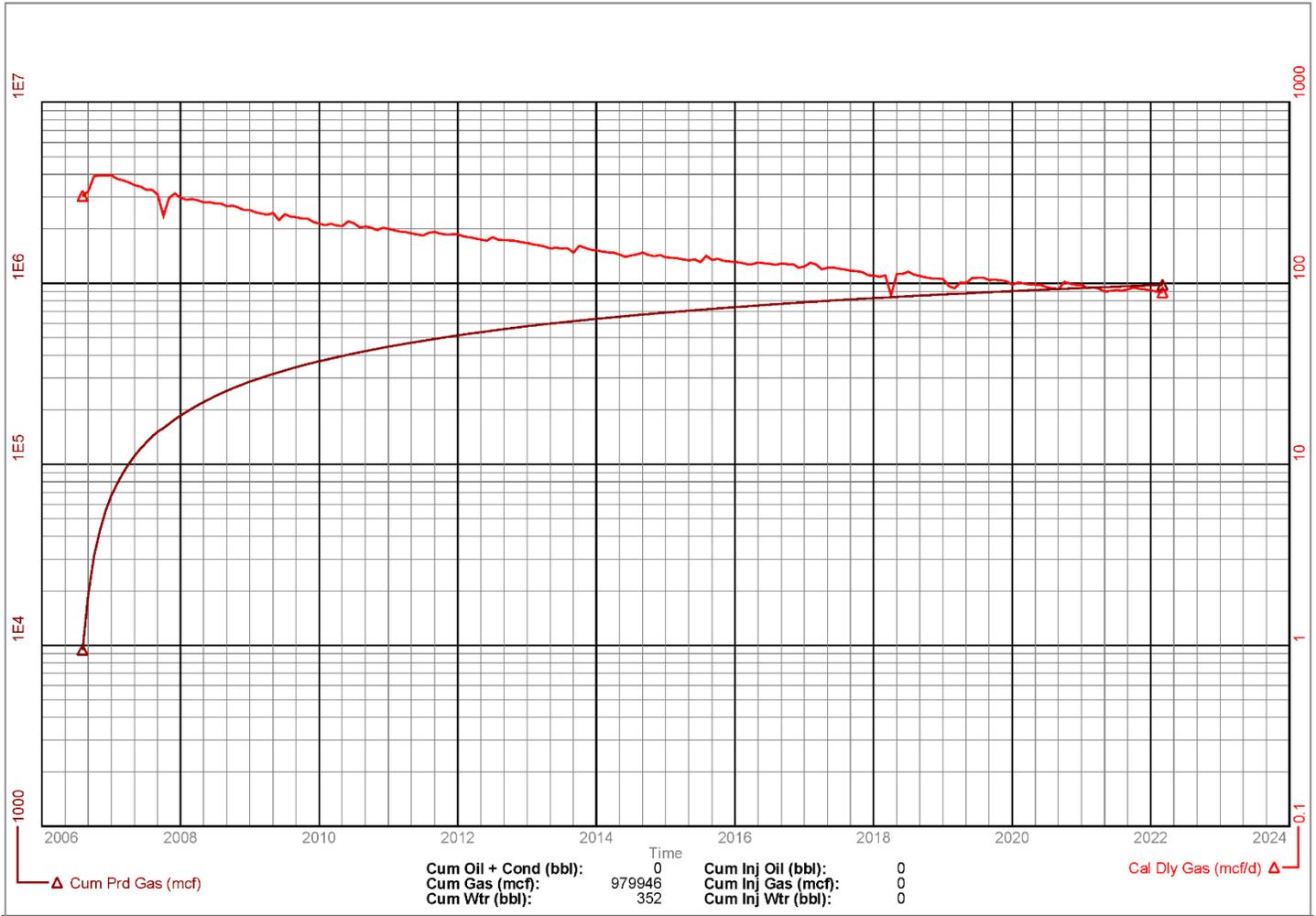
At *Forty Mile*, Tamarack Valley holds a 100% working interest in seven sections of land on which there are 18 natural gas wells producing from the Medicine Hat Formation. Natural gas from *Forty Mile* is transported via pipeline and sold in Montana.

Average daily production net to Tamarack Valley from *Forty Mile* for the month of March 2022 was approximately 101 Mcf/d of natural gas (17 boe/d).





Forty Mile, Alberta – Gross Production Group Plot of Tamarack Valley’s Natural Gas Wells



Forty Mile Facilities

The Company does not have ownership in any facilities at *Forty Mile*.

Forty Mile Marketing

The Company sells its natural gas from *Forty Mile* in Montana via the Canadian Montana Pipeline.

Forty Mile Reserves

The *Forty Mile* property was not evaluated in the GLJ Report.

Forty Mile LMR

As of April 2, 2022, Tamarack Valley's net deemed asset value for *Forty Mile* was (\$298,327) (deemed assets of \$410,499 and deemed liabilities of \$708,826), with an LMR ratio of 0.58.

Deemed Assets	Deemed Liabilities	Net Deemed Assets	LMR
\$410,499	\$708,826	(\$298,327)	0.58

Forty Mile Well List

See well list in Excel.



CONFIDENTIALITY AGREEMENT

**Please send an executed Confidentiality Agreement to
Sayer Energy Advisors at the address listed below:**

**Tamarack Valley Energy Ltd.
c/o Sayer Energy Advisors
Suite 1620, 540 – 5th Avenue SW
Calgary, Alberta T2P 0M2
Attention: Mr. Tom Pavic
Phone: 406.266.6133
Fax: 403-266.4467
Email: tpavic@sayeradvisors.com**



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This confidentiality and non-disclosure agreement (this "**Agreement**") is dated _____, 2022 between Tamarack Valley Energy Ltd. ("**Disclosing Party**") and _____ ("**Receiving Party**").

For good and valuable consideration, the Parties agree as follows:

Section 1 Defined Terms.

As used in this Agreement, the following terms have the following meanings:

"**Parties**" means Disclosing Party and Receiving Party and any other person who may become a party to this Agreement. Reference to a Party includes such Party's affiliates.

"**Representative**" of a Party means any trustee, director, officer, employee, agent, representative or advisor of that Party, including accountants, counsel, consultants and financial advisors.

"**Transaction**" means a possible transaction or series of transactions whereby certain assets of Disclosing Party would be acquired by Receiving Party.

Section 2 Non-Disclosure of Confidential Information.

- 1) "**Confidential Information**" means any information relating to Disclosing Party's businesses, operations, assets, liabilities, plans, prospects or affairs, or to the Transaction, which has been or is disclosed to or acquired by Receiving Party regardless of whether such information is in oral, visual, electronic, written or other form and whether or not it is identified as "confidential".

Confidential Information does not include any information that:

- a) is or becomes generally available to the public other than as a result of disclosure directly or indirectly by Receiving Party or its Representatives;
 - b) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party unless Receiving Party knows after reasonable inquiry that such source is prohibited from disclosing the information to Receiving Party by a contractual, fiduciary or other legal obligation to Disclosing Party; or
 - c) Receiving Party can show was independently acquired or developed by Receiving Party without the use of any Confidential Information.
- 2) Receiving Party shall keep confidential the Confidential Information, shall not disclose the Confidential Information in any manner whatsoever, in whole or in part, except as permitted by this Agreement, and shall use the Confidential Information solely for the purposes of evaluating the Transaction and not directly or indirectly for any other purpose.

- 3) Receiving Party shall not disclose to any person the fact that the Confidential Information has been made available, this Agreement has been entered into, discussions or negotiations are taking place or have taken place concerning a possible Transaction, or any of the terms, conditions or other facts with respect to the foregoing, including the status thereof, except as permitted by this Agreement.
- 4) Receiving Party may disclose Confidential Information to its Representatives but only to the extent that such Representatives need to know the Confidential Information for the purposes of evaluating the Transaction, have been informed of the confidential nature of the Confidential Information, are directed by Receiving Party to hold the Confidential Information in the strictest confidence, and agree to act in accordance with the terms and conditions of this Agreement. Each Party shall cause its Representatives to observe the terms of this Agreement and is responsible for any breach by its Representatives of any of the provisions of this Agreement.
- 5) If Disclosing Party requests Receiving Party to do so for any reason whatsoever, Receiving Party will deliver to Disclosing Party or destroy promptly, without retaining any copies thereof, according to Disclosing Party's instructions, all documents in Receiving Party's possession or control constituting or based on the Confidential Information (whether written, electronic magnetic or otherwise) (collectively, "Evaluation Material"). Furthermore, if requested by Disclosing Party, Receiving Party shall provide a certificate to Disclosing Party that the terms and conditions of this paragraph have been complied with. Provided that notwithstanding the foregoing, Receiving Party may retain one copy of the Evaluation Material if required by law, regulation or internal document retention policies, provided such retained Evaluation Material shall remain confidential in accordance with the provisions of this Agreement. Notwithstanding anything to the contrary herein, it is understood and agreed that Receiving Party's computer systems may automatically back up Evaluation Material disclosed to Receiving Party under this Agreement. To the extent such computer back up procedures create copies of the Evaluation Material, Receiving Party may retain such copies in archival or back up computer storage for the period Receiving Party normally archive back up computer records, which copies shall be subject to the provisions of this Agreement until the same are destroyed, and shall not be accessed by Receiving Party during such period of archival and back up storage.
- 6) The disclosure restrictions contained in this Agreement do not apply to disclosure that is required by law, unless Receiving Party is permitted or required by law to refrain from making such disclosure for confidentiality or other reasons.

Section 3 No Representation or Warranty.

Disclosing Party makes no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. Disclosing Party expressly disclaims any and all liability to Receiving Party and any other person that may be based upon or relate to the use of the Confidential Information by Receiving Party or any of its Representatives or any errors in or omissions from the Confidential Information. Receiving Party acknowledges and agrees that it is not entitled to rely on the accuracy or completeness of the Confidential Information and that it will be entitled to rely solely on the representations and warranties, if any, in a definitive agreement relating to a Transaction when, as, and if it is executed, and subject to any limitations and restrictions as may be specified in such definitive agreement.

Section 4 Non-Solicitation.

For a period of one year from the date of this Agreement, Receiving Party shall not, without the prior written consent of Disclosing Party, solicit for hire or employ, directly or indirectly, any now or then current or former officer, director or employee of Disclosing Party, other than through general solicitations by newspaper

or similar advertisement or via an executive search firm that was not encouraged or instructed by Receiving Party to undertake such solicitation, except for an officer, director or employee of Disclosing Party who has been terminated by Disclosing Party prior to the commencement of employment discussions, provided that such hiring is consistent with such officer's, director's or employee's contractual obligations to Disclosing Party.

Section 5 Remedies.

- 1) Disclosure or use of Confidential Information contrary to this Agreement, or any other breach of this Agreement, may give rise to irreparable injury to Disclosing Party inadequately compensable in damages. Disclosing Party may, in addition to any other remedy, enforce the performance of this Agreement by way of injunction or specific performance upon application to a court of competent jurisdiction without proof of actual damages.
- 2) The rights and remedies provided in this Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or equity. All such rights and remedies may be exercised from time to time, and as often and in such order as Disclosing Party deems expedient.
- 3) In the event of a breach of Receiving Party's obligations under this Agreement Receiving Party shall, immediately following discovery of the breach, give notice to Disclosing Party of the nature of the breach.
- 4) Receiving Party shall indemnify and hold the other Disclosing Party harmless from, and shall pay for, any cost, loss, expense, liability, claim, demand or damage (including reasonable legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure of the Confidential Information or other breach of this Agreement by Receiving Party or its Representatives.

Section 6 Other Covenants and Agreements.

- 1) Access by Receiving Party or its Representatives to the Confidential Information may provide it with material information concerning Disclosing Party which has not been publicly disclosed and Receiving Party and its Representatives should consider themselves in a special relationship with Disclosing Party by virtue of the acquisition of Confidential Information pursuant to this Agreement. Accordingly, the Receiving Parties may be subject to applicable securities laws that may restrict their ability to disclose such information to others or to purchase or sell securities. Receiving Party acknowledges and agrees that it is aware of and shall fully comply with such laws, including, without limitation, that Receiving Party and its Representatives will not make use of any Confidential Information in connection with any trade of securities of Disclosing Party nor communicate such information for such purposes to any other persons.
- 2) To the extent that Disclosing Party owns any Confidential Information, it will remain the exclusive property of Disclosing Party. Nothing in this Agreement or in the disclosure of any Confidential Information confers any interest in the Confidential Information on Receiving Party.
- 3) Except as provided for in this Agreement, unless and until a written definitive agreement, if any, concerning the Transaction has been executed and delivered, neither Party nor any of their respective Representatives has any legal obligation or liability to the other Party or any of their respective Representatives of any kind whatsoever with respect to the Transaction. Disclosing Party is not under any obligation to make any Confidential Information or other information available to Receiving Party. The terms and conditions of any definitive agreements between the Parties in respect of a Transaction will supersede the terms of this Agreement to the extent they are inconsistent with this Agreement.

For purposes of this Agreement, the term "definitive agreement" does not include an executed letter of intent or any other preliminary written agreement, nor does it include any written or oral acceptance of an offer or bid. Each Party reserves the right, in its sole discretion, to reject any and all proposals made by the other Party regarding a Transaction, and to terminate negotiations and discussions with the other Party at any time.

- 4) Except as otherwise provided in this Agreement, this Agreement and all obligations under it expire on the first (1st) anniversary of the date of this Agreement.

Section 7 Miscellaneous.

- 1) Any notice, direction or other communication given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier or email.
- 2) No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right it may have.
- 3) This Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties with respect to such subject matter. This Agreement may only be amended, supplemented, or otherwise modified by written agreement signed by all of the Parties.
- 4) Neither this Agreement nor any of the rights or obligations under this Agreement may be assigned or transferred, in whole or in part, by a Party without the prior written consent of the other Party.
- 5) If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.
- 6) This Agreement is governed by, and will be interpreted and construed in accordance with, the laws of the Province of Alberta.
- 7) This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Agreement.

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)**

[signature page follows]

The Parties have executed this Agreement.

TAMARACK VALLEY ENERGY LTD.

By: _____

Name:

Title:

[RECEIVING PARTY]

By: _____

Name:

Title:

Email:

Receiving Party wishes to obtain additional information relating to the following Properties:

___ **FORTY MILE**

___ **PAKOWKI**

___ **QUAICH**