



OVERVIEW INFORMATION

**Corporate Divestiture:
Giroux Lake, Alberta
25 bbl/d of Oil**

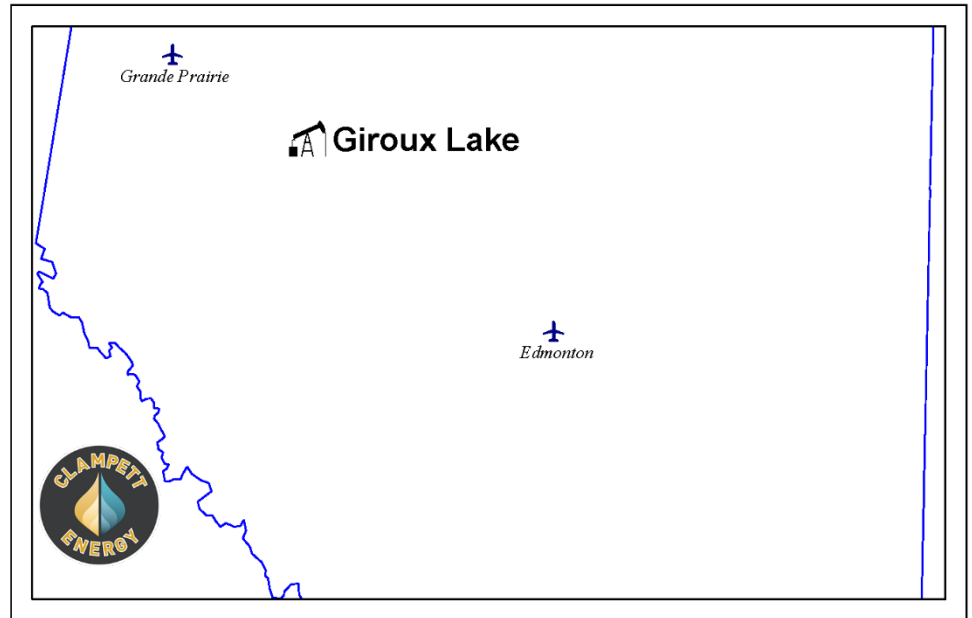


Clampett Energy Ltd. (“Clampett” or the “Company”) has engaged **Sayer Energy Advisors** to assist it with a sale of the shares of the Company.

Clampett is a privately-held junior oil and natural gas company with operated working interests located in the *Giroux Lake* area of Alberta (the “Property”).

Clampett has minimal debt and severance obligations and total unused income tax pools of approximately \$16.5 million.

Additional corporate information relating to Clampett will be provided to parties upon execution of a confidentiality agreement.



Average daily sales production net to Clampett from the Property for the first half of 2023 was approximately 25 barrels of oil per day.

Operating income net to Clampett from *Giroux Lake* for the first half of 2023 averaged approximately \$22,000 per month, or \$264,000 on an annualized basis.

PROCESS & TIMELINE

Sayer Energy Advisors is accepting proposals relating to this process until **12:00 pm on Thursday October 5, 2023**.

Timeline	
Week of September 4, 2023	Preliminary Information Distributed
Week of September 4, 2023	Data Room Opens
October 5, 2023	Bid Deadline
October/November 2023	Closing Date

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

Sayer Energy Advisors is accepting proposals from interested parties until noon on Thursday October 5, 2023.



Giroux Lake Property

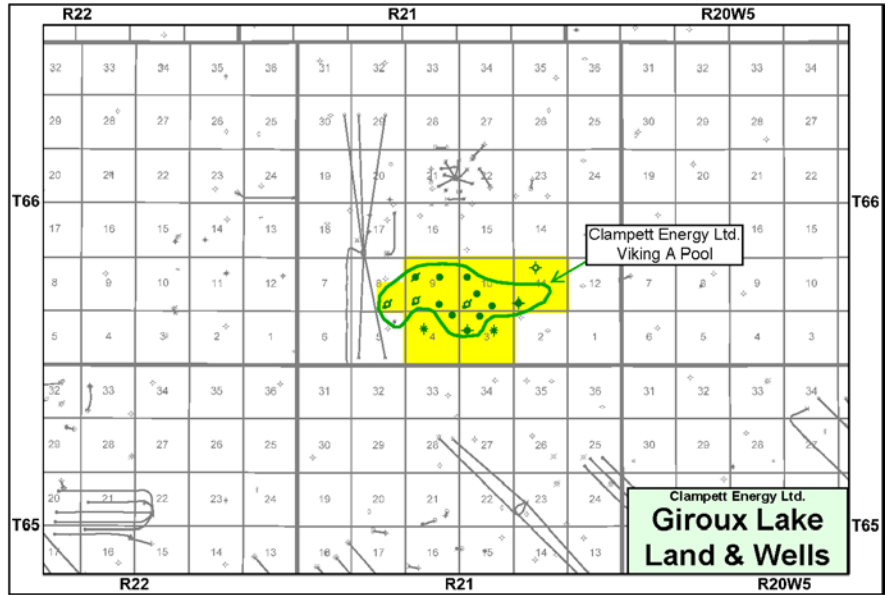
Township 66, Range 21 W5

At *Giroux Lake*, Clampett holds a 100% working interest in P&NG rights from surface to the base of the Peace River Formation in 5.25 sections of Crown land.

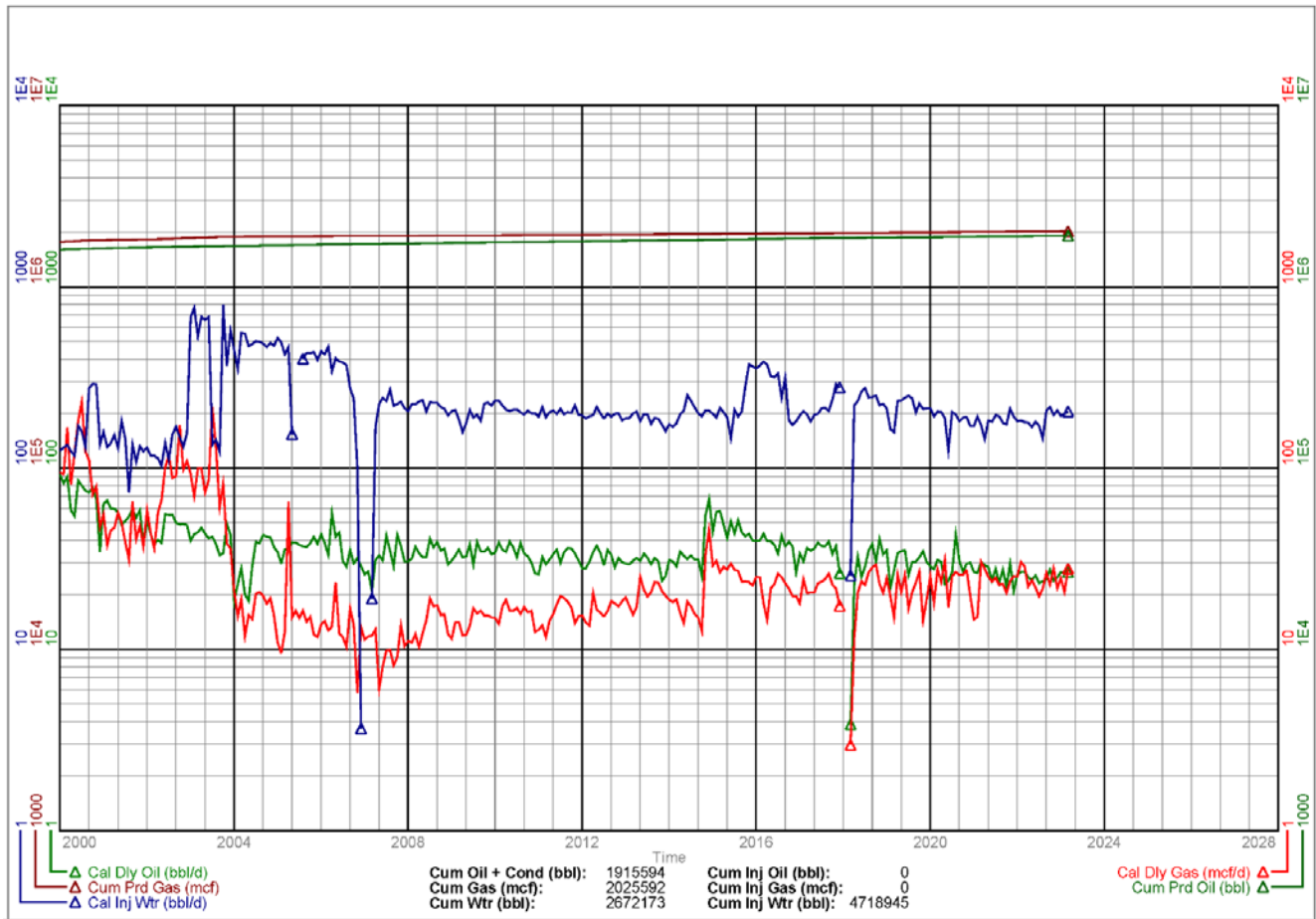
The Company has several wells producing oil from the Viking A Pool. The pool is currently under waterflood.

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Giroux Lake, Alberta – Gross Production Group Plot of Clampett’s Oil & Natural Gas Wells





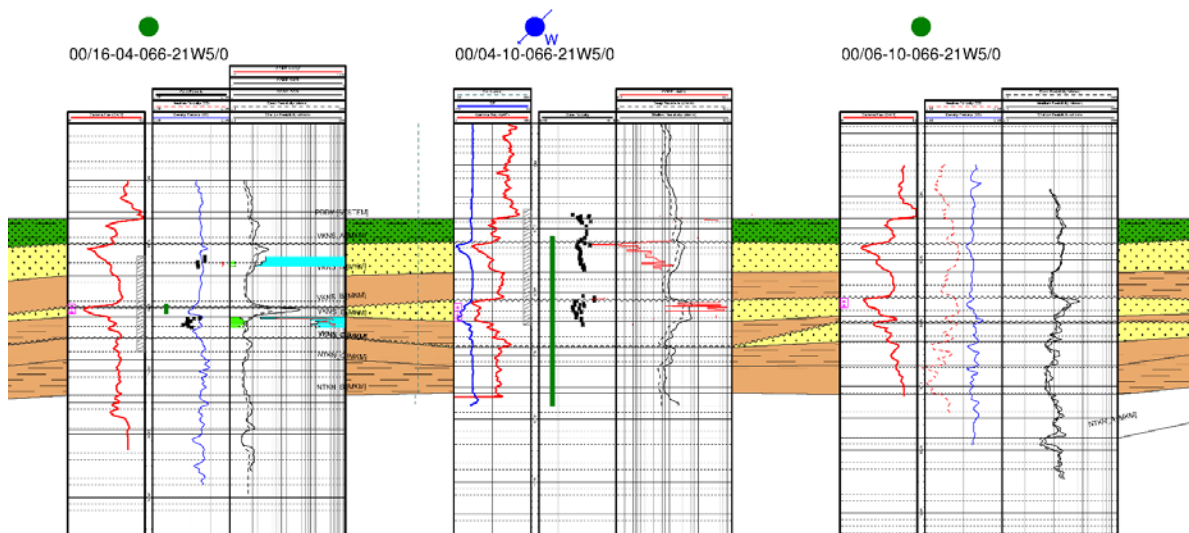
The Viking A Pool reservoir is comprised of two sandstone lithofacies which were deposited in different shallow marine environments including a Channel facies and a Shoreface facies. The two facies are in communication.

The Channel facies wells have produced the majority of the oil from the Viking A Pool. The Channel facies is medium to coarse-grained sandstone with porosity of 20% and average permeability of 100-400 mD.

The Shoreface facies is comprised of fine to medium grained sandstone with porosity of 15% and average permeability of 10-70 mD.

The Company believes the pool can be further developed by drilling horizontal infill wells on its lands to access the stratified lower permeability sands. The waterflood would tend to preferentially sweep the higher permeability sands, leaving significant volumes of oil in the lower permeability sands. These lower permeability oil-bearing sands could be accessed through infill drilling with horizontal wells.

South to North Section Across the *Giroux Lake Viking A Pool*



Waterflood Optimization

The *Giroux Lake Viking "A" Pool*, which commenced producing in 1964, has been under waterflood since 1973. All fluid is currently being injected mainly at the 04-10-066-21W5 location, with additional volumes at 04-09-066-21W5. The Company believes that the voidage replacement ratio can be increased by injecting additional make up water into the 04-09 and 04-10 injection wells which would further increase production and recovery. In addition, optimization and reconfiguration of the waterflood, including possible injector conversions, could increase sweep and recovery in both the channel and shoreface facies.

Clampett has a water diversion permit to pump 15,000 m³ of make up water annually from the Little Smoky River.

Giroux Lake Reserves

The Company does not have a current third-party reserve report.

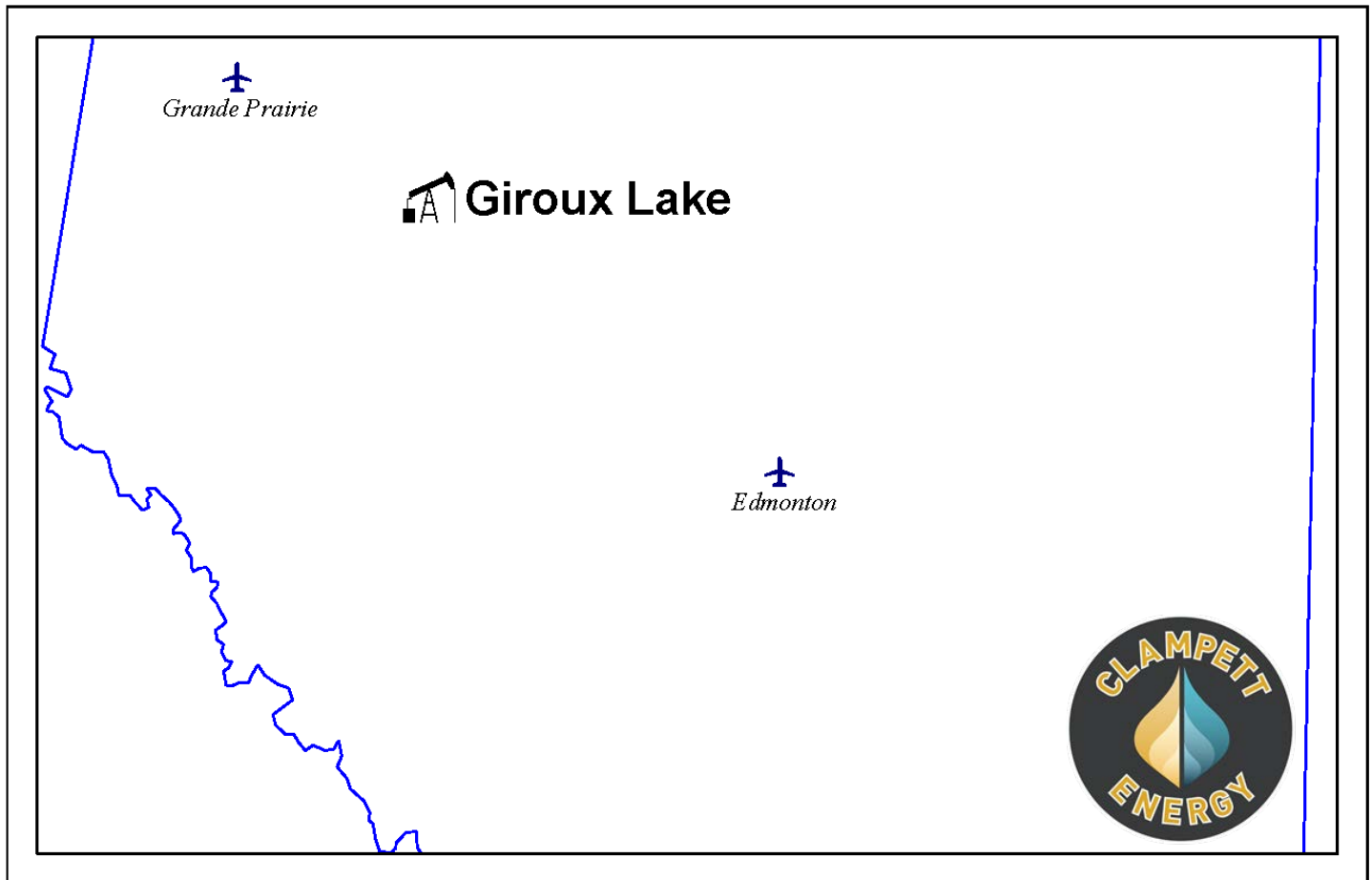
Giroux Lake LMR as of August 5, 2023

As of August 5, 2023, Clampett had total deemed assets of \$1.1 million, deemed liabilities of (\$1.4 million) and net deemed assets of (\$305,688) with an LMR of 0.78. These numbers do not include Clampett's current security deposit with the AER which is approximately \$274,000.





Clampett Energy Ltd. Corporate Divestiture Fall 2023



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 (brye@sayeradvisors.com) or fax (403.266.4467).

Included in the confidential information is the following: most recent net lease operating statements, summary land information, LMR information and other relevant corporate and technical information.

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



Overview

Clampett Energy Ltd. (“Clampett” or the “Company”) has engaged **Sayer Energy Advisors** to assist it with a sale of the shares of the Company.

Clampett is a privately-held junior oil and natural gas company with operated working interests located in the *Giroux Lake* area of Alberta (the “Property”).

Clampett has minimal debt and severance obligations and total unused income tax pools of approximately \$16.5 million.

Average daily sales production net to Clampett from the Property for the first half of 2023 was approximately 25 barrels of oil per day.

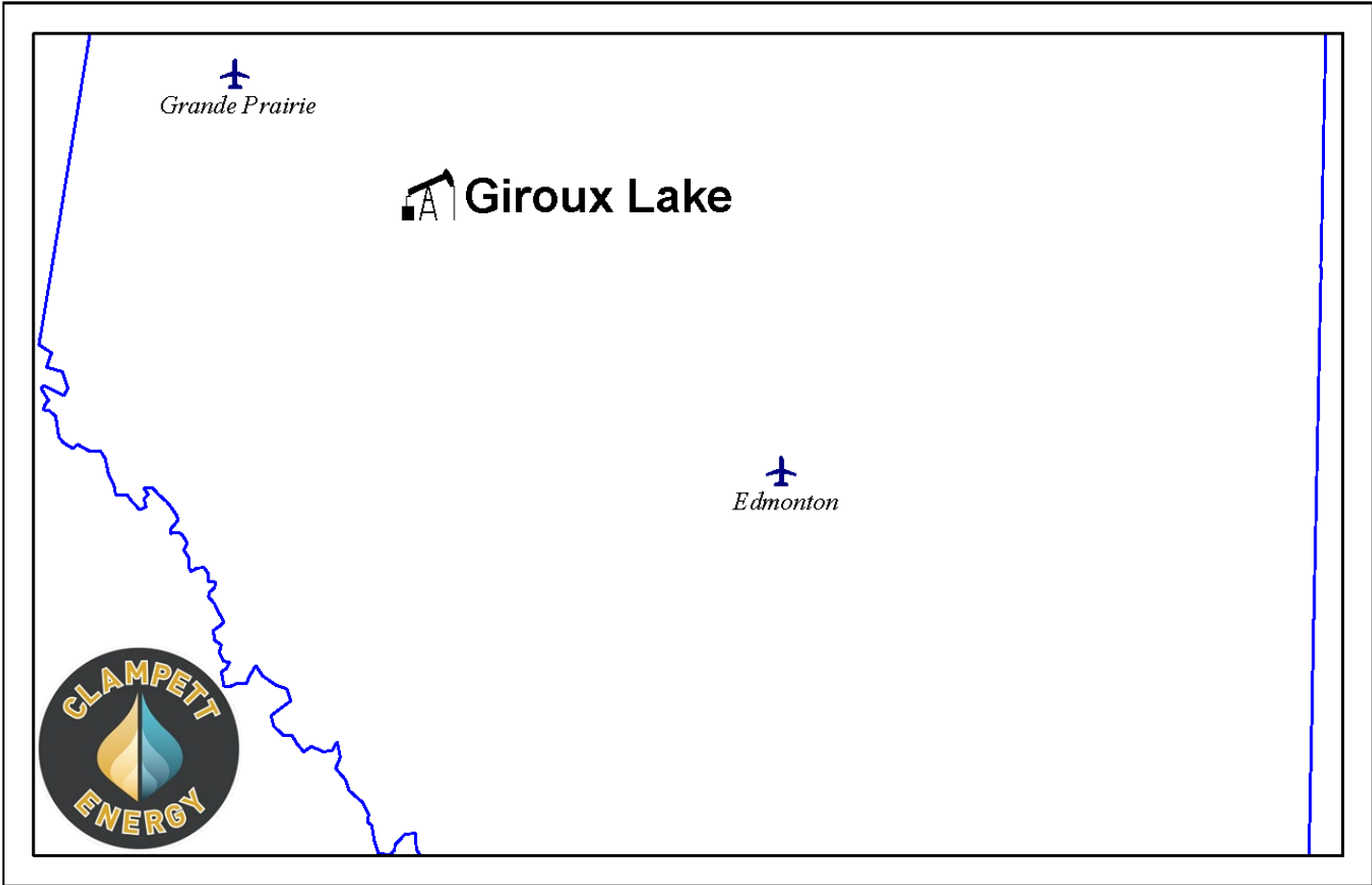
Operating income net to Clampett from *Giroux Lake* for the first half of 2023 averaged approximately \$22,000 per month, or \$264,000 on an annualized basis.

As of August 5, 2023, Clampett had total deemed assets of \$1.1 million, deemed liabilities of (\$1.4 million) and net deemed assets of (\$305,688) with an LMR of 0.78. These numbers do not include Clampett’s current security deposit with the Alberta Energy Regulator (“AER”) which is approximately \$274,000.

The Viking A Pool at *Giroux Lake* is under waterflood and the Company believes the pool could be further developed by drilling horizontal infills targeting the lower permeability sands bypassed by the waterflood, which has preferentially swept the higher permeability Channel sands. The Company also believes that increasing and optimizing injection with possible injector conversions could further increase production, sweep and recovery in both the Channel and Shoreface facies.

Additional corporate information relating to Clampett will be provided to parties upon execution of a confidentiality agreement.

Overview Map Showing the Location of Clampett's Interests



Corporate Overview

Officers	President	Karl Meade
	Operations Manager	Troy Primeau
	Secretary and Treasurer	Paulina Primeau

Capital Structure	Class A Common Shares:	13,478,000
	CEBA loan	\$12,000

Tax Pools		December 31, 2022
	Cumulative Canadian Exploration Expenses	\$5,941,890
	Cumulative Canadian Development Expenses	\$3,969,078
	Non-Capital Losses	\$2,932,896
	Cumulative Canadian Oil and Gas Property Expenses	\$1,360,392
	Undepreciated Capital Cost	\$1,186,286
	Earned Depletion Base	\$629,829
	Foreign Exploration and Development Expenses	\$432,382
Total		\$16,452,753



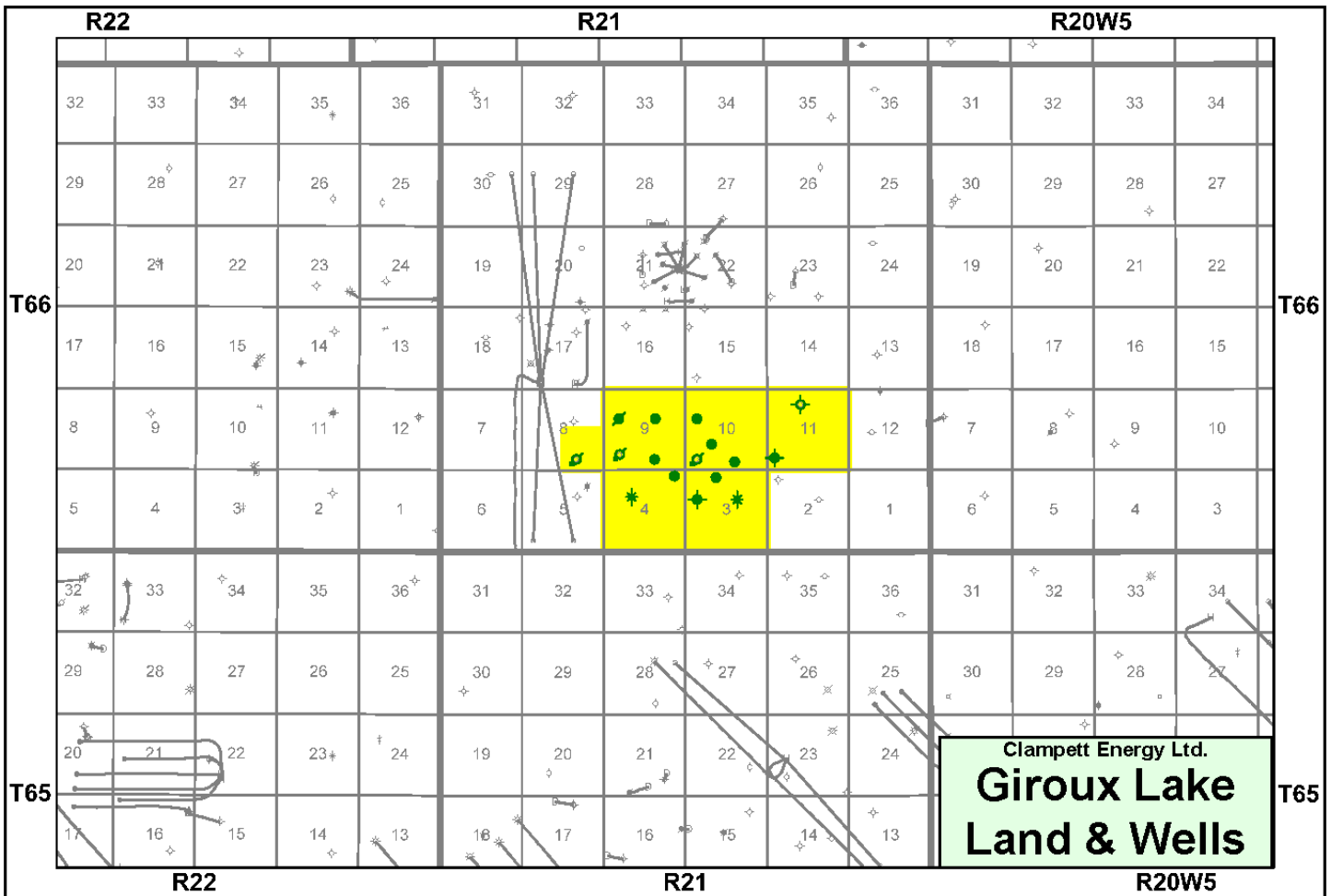
Giroux Lake Property

Township 66, Range 21 W5

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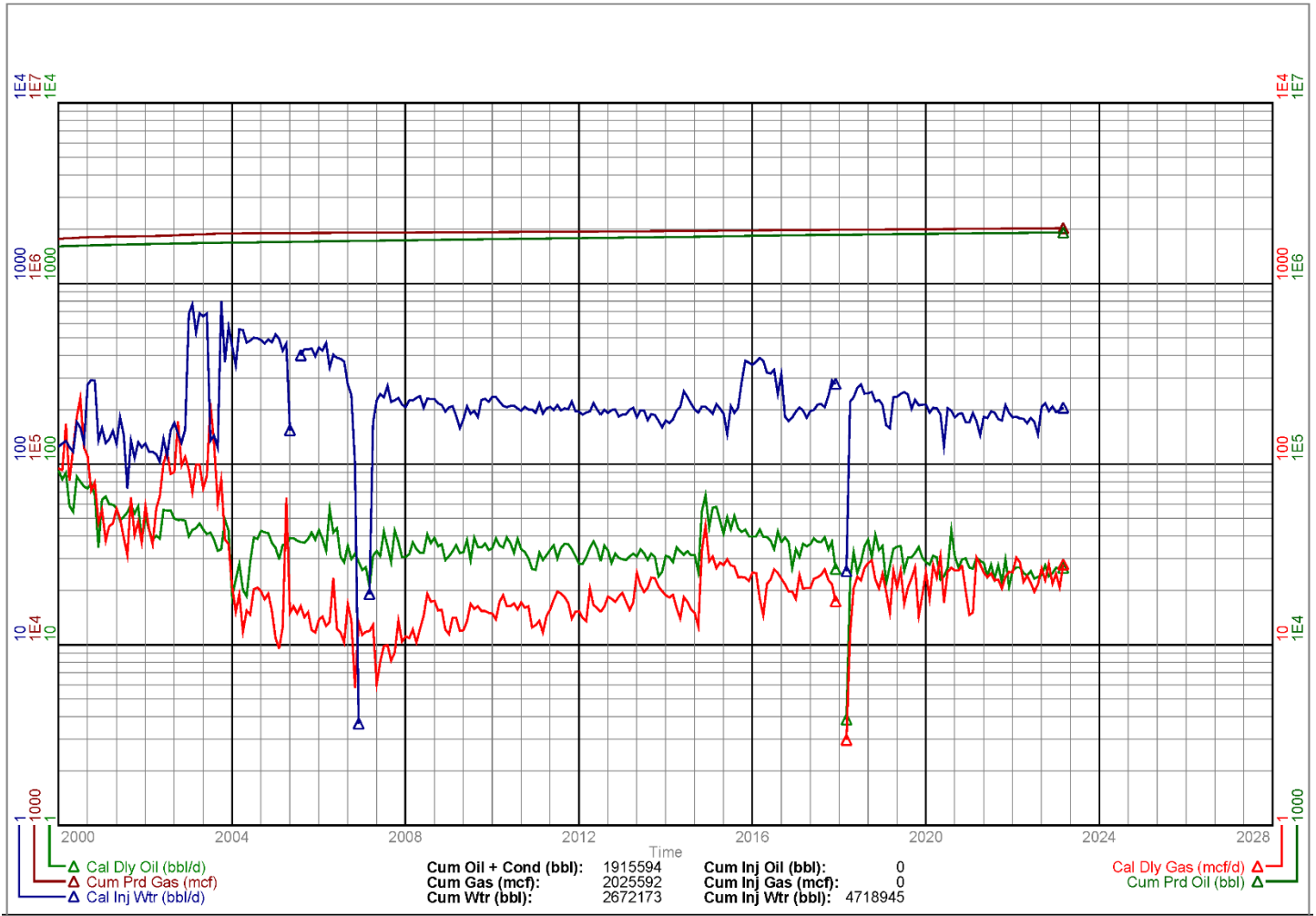
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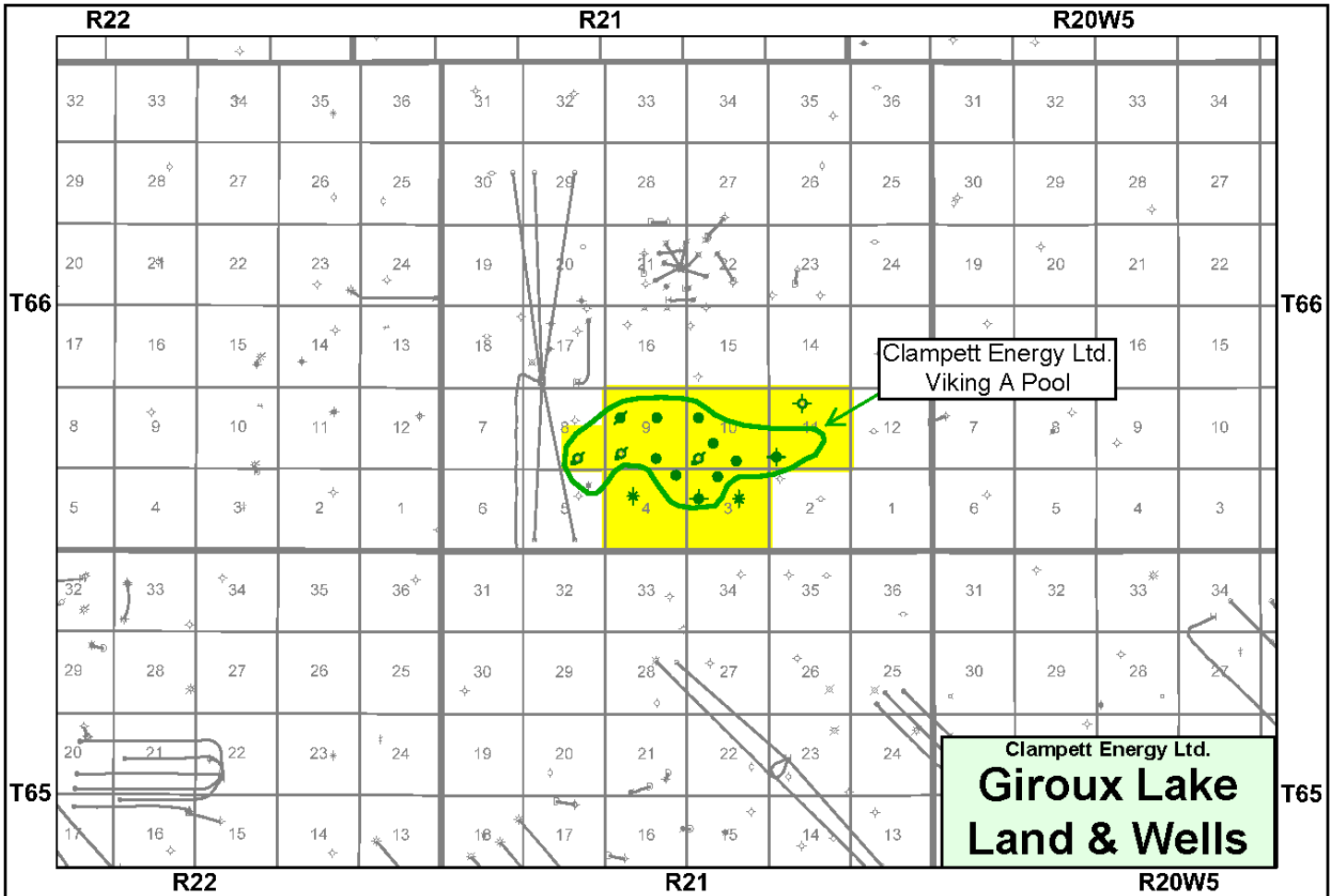


Giroux Lake, Alberta – Gross Production Group Plot of Clampett’s Oil & Natural Gas Wells



The following map shows the outline of the Viking A Pool on Clampett's lands at *Giroux Lake*.

Giroux Lake, Alberta – Viking Pool Map



The Viking A Pool reservoir is comprised of two sandstone lithofacies which were deposited in different shallow marine environments including a Channel facies and a Shoreface facies. The two facies are in communication. The map shown above represents the reservoir with both facies combined.

The Channel facies wells have produced the majority of the oil from the Viking A Pool. The Channel facies is medium to coarse-grained sandstone with porosity of 20% and average permeability of 100-400 mD.

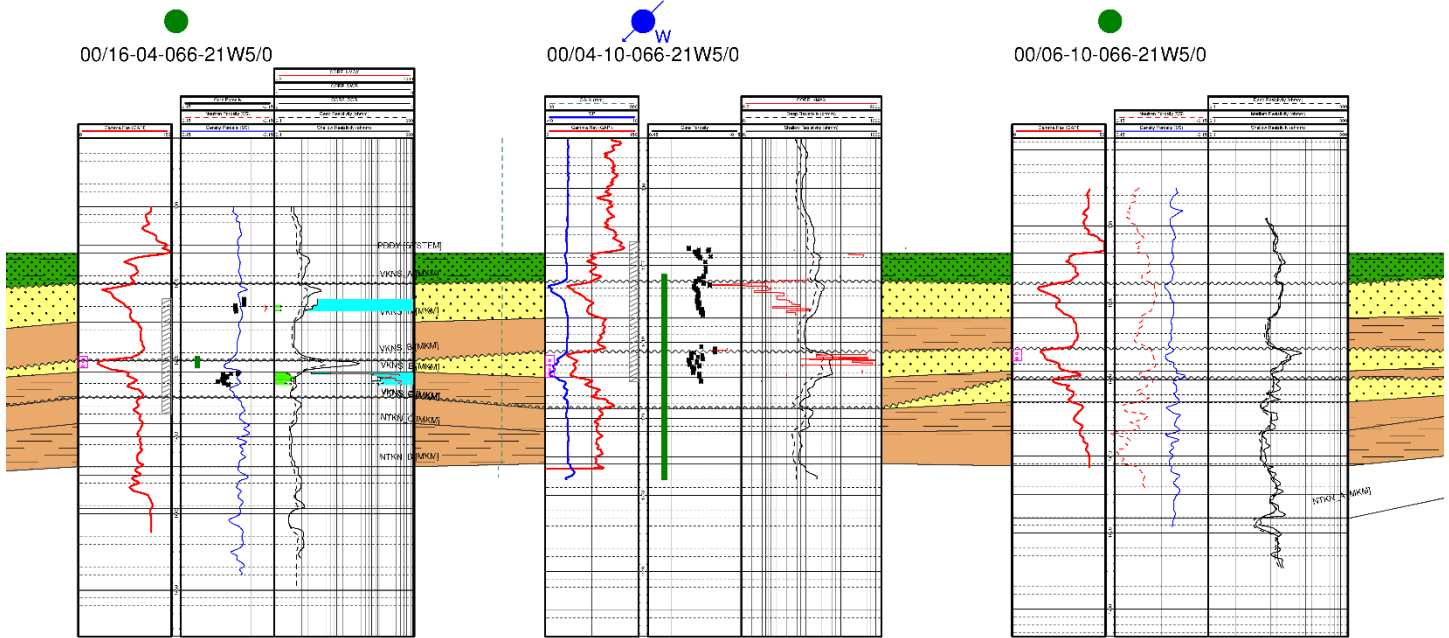
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The Company believes the pool can be further developed by drilling horizontal infill wells on its lands to access the stratified lower permeability sands. The waterflood would tend to preferentially sweep the higher permeability sands, leaving significant volumes of oil in the lower permeability sands. These lower permeability oil-bearing sands could be accessed through infill drilling with horizontal wells.

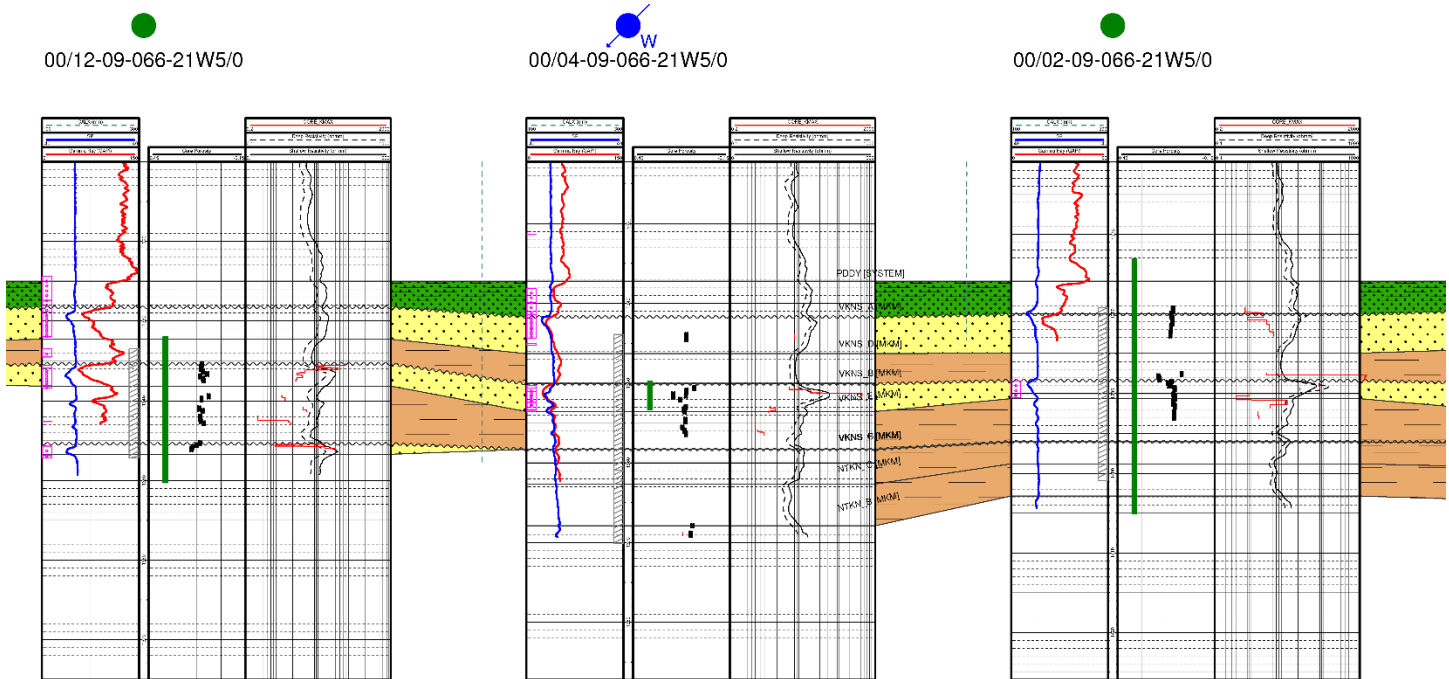




South to North Section Across the *Giroux Lake Viking A Pool*



West to East Section Across the *Giroux Lake Viking A Pool*



Waterflood Optimization

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Clampett has a water diversion permit to pump 15,000 m³ of make up water annually from the Little Smoky River.

Giroux Lake Facilities

Clampett owns the following facilities at *Giroux Lake*.

Battery and Water Injection Facility (02-09-066-21W5)

Vertical test separator, vertical group separator (inlet separator), 100-barrel pop tank, treater, recycle pump, flare stack, 1,000-barrel sales tank, 500-barrel emulsion tank, 400-barrel water surge tank, triplex pump, 750-barrel freshwater cold storage tank, filtration/charge pump, filter pot and chemical treatment system.

Satellite and Test Separator Station (04-10-066-21W5)

Vertical test separator, 100-barrel pop tank.

Water Injection Facility (02-08-066-21W5)

Pumping building (inactive), water storage tank and make up water reservoir. Fresh water is pumped from the river to a 28,000 m³ reservoir at 02-08, then pumped from reservoir to 750-barrel freshwater cold storage tank at the 02-09 battery, then commingled with produced water and injected.

Giroux Lake Marketing

The Company has an evergreen crude oil purchase agreement with **Trafigura Canada General Partnership** where it sells its oil from the 02-09-066-21W5 facility to the Fox Creek Truck Terminal 957, Peace Valleyview Truck Terminal 857, the TER Valleyview Truck Terminal and the Secure Fox Creek Terminal.



Giroux Lake Reserves

The Company does not have a current third-party reserve report.

Giroux Lake LMR as of August 5, 2023

As of August 5, 2023, Clampett had total deemed assets of \$1.1 million, deemed liabilities of (\$1.4 million) and net deemed assets of (\$305,688) with an LMR of 0.78. These numbers do not include Clampett's current security deposit with the AER which is approximately \$274,000.

Deemed Assets	Deemed Liabilities	Net Deemed Assets	LMR
\$1,094,280	\$1,399,968	(\$305,688)	0.78

Giroux Lake Well List

See well list in Excel.



CONFIDENTIALITY AGREEMENT

PRIVATE AND CONFIDENTIAL

_____, 20____

Company Name: _____

Street Address: _____

City, Province: _____

Postal Code: _____

Attention: _____

**Re: Clampett Energy Ltd.
 Corporate Divestiture**

In connection with your possible interest in the acquisition of, or completion of a business combination with, Clampett Energy Ltd. (the "Corporation") or the acquisition of the Corporation's assets and/or operations upon some mutually agreeable basis, you acknowledge that we are providing you with certain information about the Corporation which is non-public, strictly confidential and proprietary in nature. All information furnished to you and your directors, officers, employees, agents or representatives, including without limitation, affiliates, attorneys, accountants, consultants and financial advisors (collectively herein referred to as "Representatives") together with any and all analyses, compilations, studies or other documents prepared by your Representatives (whether in paper form, electronic form or any other means of creating or storing information) containing or based upon, in whole or in part, any such furnished information or reflecting your view of or interest in the Corporation is hereafter referred to as the "Information". As a condition precedent to making available to you the Information, we hereby mutually agree as follows:

1. The Information shall be kept strictly confidential and will not be:
 - (a) used in any way materially detrimental to the Corporation;
 - (b) disclosed, divulged, published, transcribed or transferred, by you or by any of your Representatives, in whole or in part, without the prior written consent of the Corporation, which consent may be arbitrarily withheld or delayed; or
 - (c) used by you or your Representatives other than in connection with the transactions described above.

Moreover, you agree to provide the Information only to those Representatives who need to know the Information for the purposes of evaluating the transactions referred above, are informed by you of the confidential nature of the Information and who agree to be bound by the terms of this Agreement. You agree to keep a list of all Representatives to whom any Information has been delivered and to provide that list on request. You agree to be responsible and jointly and severally liable for any breach of this Agreement by you or your Representatives.

You will make all reasonable, necessary and appropriate efforts to safeguard the Information from disclosure to anyone other than as permitted hereby. The obligation to keep the information confidential shall be limited to a period of one (1) year after the date of this Agreement or upon the consummation of a transaction contemplated above, whichever is the first to occur.

2. Until our joint announcement of a proposed transaction as described above, you will direct your Representatives not to disclose to any other person that the Information has been made available, or that discussions and negotiations are taking place concerning a possible transaction, including the status thereof or the terms of this Agreement. The other “person” as used in this letter shall be broadly interpreted to include, without limitation, any individual, corporation, company, group, partnership or other entity. The restrictions contained in this Agreement shall not apply to approaches made by either of us or our Representatives, to government officials in Canada or the United States in connection with our preparation of a proposal for any transaction as described above or disclosure required by law, provided that we mutually agree to limit such disclosure to the minimum Information required and will, where possible, make such disclosure subject to an obligation of confidentiality. Nothing in this Agreement will restrict either of us from making a press release with respect to a transaction if, in its reasonable opinion, a material change in our affairs has occurred and such disclosure is required by law. In such event, the party intending to make a press release will to the extent reasonably possible consult with the other party as to the intended contents of such press release, prior to issuing such press release.
3. You agree to keep a record of each location of the Information. If either party hereto determines that it does not wish to enter into a transaction contemplated above, it will promptly advise the other of that fact. In such case, or in the event that we do not effect a transaction as contemplated above or if a party hereto requests for any reason whatsoever, you will promptly, upon receiving written request, deliver to the Corporation, all Information furnished to you or your Representatives constituting the Information, without retaining copies thereof. In such event, all other documents constituting the Information (whether in paper form, electronic form or any other means of creating or storing information) will be destroyed.
4. The term “Information” does not include information which:
 - (a) is or becomes generally available to the public other than as a result of the disclosure by you or any one to whom you or any of your Representatives transmit any Information; or
 - (b) is or becomes available to you or your Representatives on a non-confidential basis and not in contravention of applicable law from a source which is represented to you or your Representatives that it is entitled to disclose it to you or your Representatives on such basis; or
 - (c) is already in your possession, or in the possession of any of your Representatives, provided that such Information is not subject to another confidentiality or non disclosure agreement with, or other obligation of secrecy to, a third party; or
 - (d) becomes available to you or your Representatives under any joint operating or other agreement which you have with us.
5. During the period commencing on the date of this Agreement and terminating upon the date of one (1) year after the date of this Agreement or consummation of a transaction contemplated above, whichever is the first to occur, you will not, nor shall any of your affiliates (which shall mean any person or entity, directly or indirectly, through one or more intermediaries, controlling

or controlled by or under, control with you), unless in any such case specifically invited to do so by the board of directors or management of the Corporation as provided below:

- (a) acquire or agree to acquire, or make any proposal to acquire, in any manner, any securities or property of the Corporation;
- (b) commence or tender an offer to acquire any securities of the Corporation;
- (c) solicit proxies from the Corporation's shareholders or form, join or in any way participate in a group that is a "control person" as such term is interpreted in the Securities Act (Alberta);
- (d) engage in any discussions or negotiations, or enter into any agreement, or otherwise act in concert with any third party in order to propose or effect any acquisition or business combination transaction with respect to the Corporation except nothing herein shall prohibit you from engaging in any discussions or negotiations with a third party concerning:
 - (i) financing with respect to the transactions as contemplated herein; or
 - (ii) a joint proposal by us and such third party of any transaction involving the other which would be permitted to propose a loan in accordance with the terms of this Agreement;
- (e) solicit, employ or engage, directly or indirectly, any person currently employed or engaged as a consultant by the Corporation provided, however, that nothing contained herein shall prohibit either of us from making the proposal to the board of directors or management of the Corporation so long as such proposal is made pursuant to procedures established by the board of directors or management prior to such proposal;

and further provided that the restrictions contained in this paragraph shall terminate in any event one (1) year after the date of this Agreement.

6. You acknowledge that the Corporation does not, and the Corporation's representatives do not, make any representation or warranty as to the accuracy or completeness of the Information, whether express or implied, arising at law, by statute or in equity, with respect to the Information including but without limitation any warranty or representation of accuracy, completeness, merchantability, condition or fitness of the Information, or with respect to the assets or undertakings of the Corporation to which the Information makes reference.
7. In the event that either you or anyone to whom you transmit the Information pursuant to this Agreement is required by law to disclose any of the Information, you will provide the Corporation with prompt written notice so that we may seek a protection order or other appropriate remedy. In any event, you or your Representatives will furnish only that portion of the Information which is legally required and we will mutually use our best efforts to obtain reliable assurances that the Information will be kept confidential.
8. You acknowledge and agree that the Corporation will not have any adequate remedy at law and would be respectively irreparably harmed in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, you agree that the Corporation shall be entitled to injunctive relief to prevent a breach of this Agreement and to specifically enforce the terms and provisions hereof in addition to any other remedy to which the Corporation may be entitled at law or in equity.

9. It is further understood and agreed that no failure or delay by either of us in exercising any rights, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power or privilege hereunder.
10. This Agreement shall be governed and construed in accordance with the laws of the Province of Alberta specifically to agreements made and to be performed within such Province and the parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Alberta in respect of any matter relating in any way to this Agreement.

Yours very truly,

CLAMPETT ENERGY LTD.

Troy Primeau
Operations Manager

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

RECIPIENT COMPANY NAME

OFFICER'S SIGNATURE

OFFICER'S PRINTED NAME & TITLE

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: