



ASPENLEAF ENERGY LIMITED
NON-CORE PROPERTY DIVESTITURE



ASPENLEAF
ENERGY LIMITED

OVERVIEW

INFORMATION

Bid Deadline: 12:00 pm November 18, 2021

**Property Divestiture:
Puskwa, Alberta
Capability: 422 boe/d (255 bbl/d, 1.0 MMcf/d)**



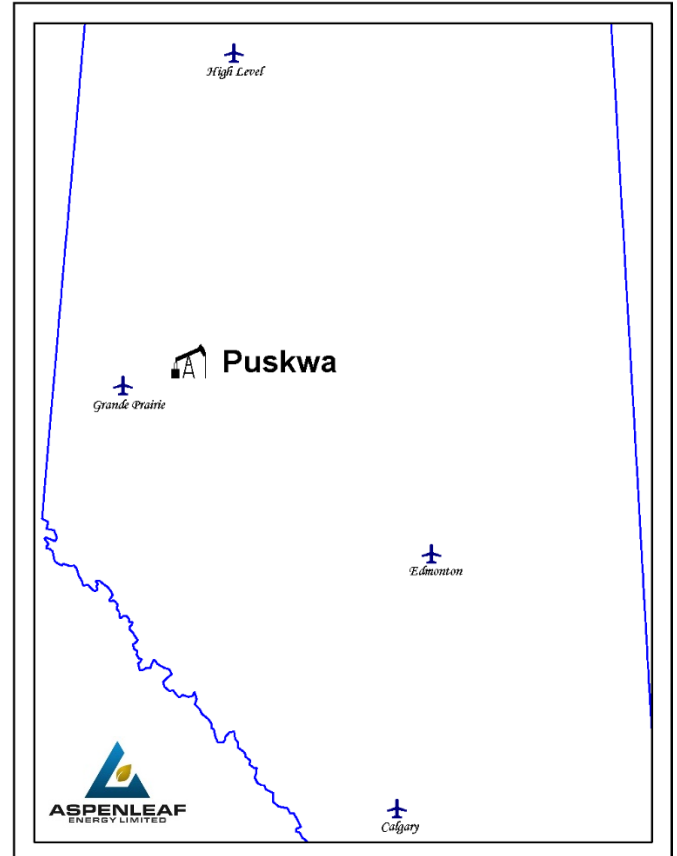
Aspenleaf Energy Limited (“Aspenleaf” or the “Company”) has engaged **Sayer Energy Advisors** to assist the Company with the sale of its oil and natural gas interests located in the *Puskwa* area of northern Alberta (the “Property”).

Aspenleaf acquired the *Puskwa* property as part of a larger asset acquisition in the fourth quarter of 2020. The Company is divesting the Property to focus on its core assets.

At *Puskwa*, Aspenleaf holds a 100% working interest in and operates 17 wells capable of producing oil from the Montney Formation.

Production capability from *Puskwa* net to the Company is approximately 255 barrels of oil and natural gas liquids per day and 1.0 MMcf/d of natural gas (422 boe/d). *Puskwa* is currently shut-in pending a required pipeline repair and re-activation.

It is estimated that the *Puskwa* Montney Pool contains approximately 170 million barrels of oil in place with upside potential of another 100 million barrels in place with successful vertical step-out drilling.



PROCESS & TIMELINE

Sayer Energy Advisors is accepting offers relating to this process until **12:00 pm on Thursday November 18, 2021**.

Timeline	
Week of October 18, 2021	Preliminary Information Distributed
Week of October 18, 2021	Data Room Opens
November 18, 2021	12:00 noon
December 1, 2021	Bid Deadline
December 2021	Effective Date
	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 offers from interested parties until noon on Thursday, November 18, 2021.





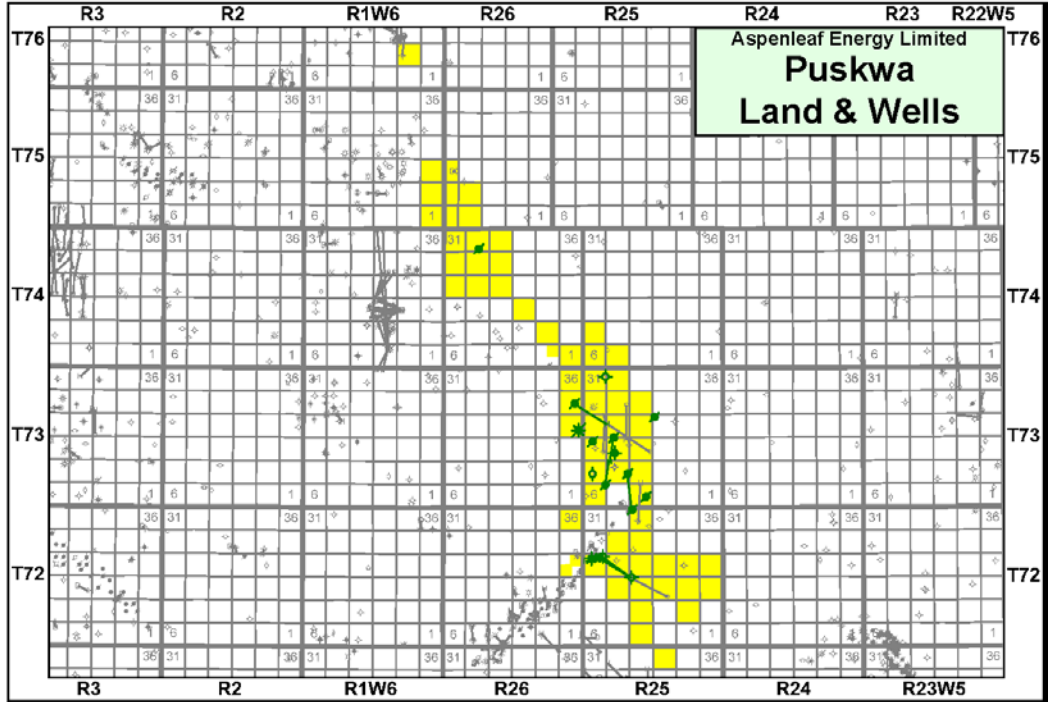
Puskwa Property

Township 71-85, Range 25 W5-10 W6

At Puskwa, Aspenleaf holds a 100% working interest in and operates 17 wells capable of producing oil from the Montney Formation.

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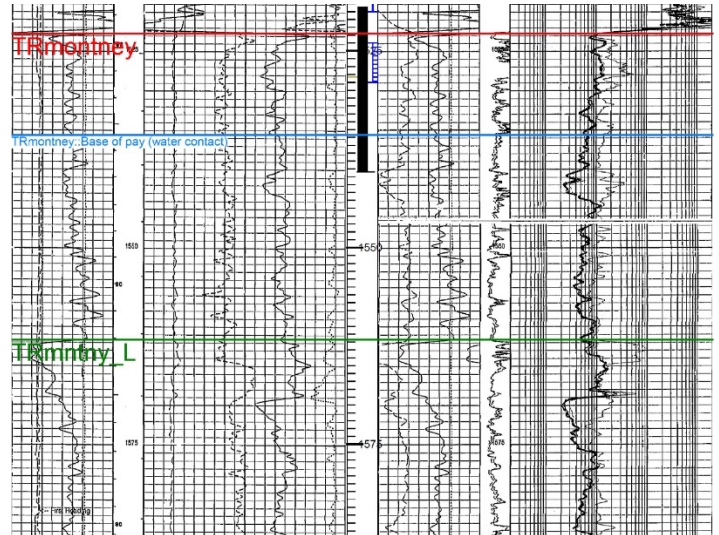
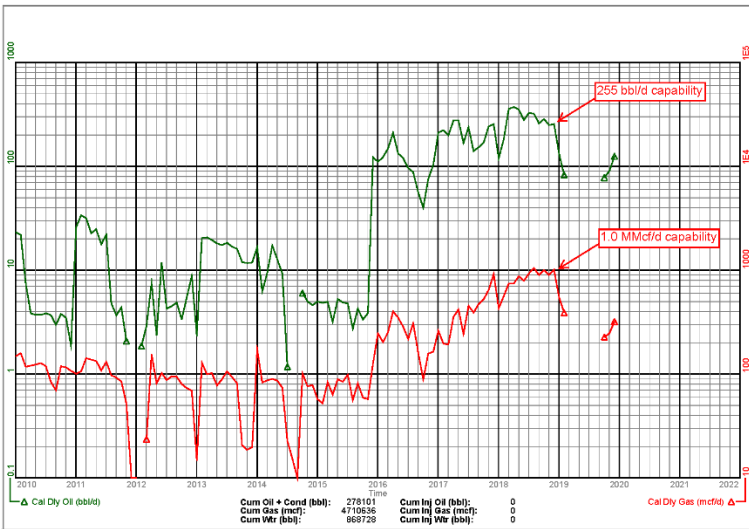
Puskwa is currently shut-in pending a required pipeline repair and re-activation. Aspenleaf forecasts a minimum cost of approximately \$670,000 to repair the pipeline along with \$300,000 in costs to re-activate surface facilities.



There is the potential of additional costs based on the outcome of required in-line pipeline inspections. Full details of the cost summary will be made available to parties that execute a confidentiality agreement.

Puskwa, Alberta – Gross Production Group Plot of Aspenleaf’s Oil and Natural Gas Wells

CNRL Puskwa 102/11-08-073-25W5/0 – Montney Formation Type Log



The Montney Formation at Puskwa is found at a depth of approximately 1,525 metres, as shown in the well log above.





Pipeline Re-activation

A pipeline failure occurred in December 2019 and a pipeline failure analysis prepared by **Acuren Group Inc.** concluded that the corrosion identified was most likely caused by saline water acidified with CO₂ and H₂S.

Prior to restoring the pipeline into service, Aspenleaf prepared an action plan, which has been accepted by the **Alberta Energy Regulator**.

Details of the action plan can be found on our website at www.sayeradvisors.com. Full details of the pipeline failure, re-activation and cost summary will be made available to parties that execute a confidentiality agreement.

Puskwa LMR

As of September 4, 2021, Aspenleaf's net deemed asset value for *Puskwa* was (\$1.6 million) (deemed assets of \$0 and deemed liabilities of \$1.6 million), with an LMR ratio of 0.00.

Deemed Assets	Deemed Liabilities	Net Deemed Assets	LMR
\$0	\$1,639,291	(\$1,639,291)	0.00

Upon full re-activation of the Property, it is estimated that Aspenleaf's net deemed asset value for *Puskwa* would be \$4.9 million (estimated deemed assets of \$6.5 million and deemed liabilities of \$1.6 million), with an estimated LMR ratio of approximately 4.0.

Puskwa Reserves

GLJ Ltd. ("GLJ") prepared an independent reserves evaluation of the Property (the "GLJ Report"). The GLJ Report is effective October 1, 2021 using GLJ's October 1, 2021 forecast pricing.

GLJ estimated that, as of October 1, 2021, the *Puskwa* property contained remaining proved plus probable reserves of 2.6 million barrels of oil and 6.3 Bcf of natural gas (3.6 million boe), with an estimated net present value of \$12.6 million using forecast pricing at a 10% discount.

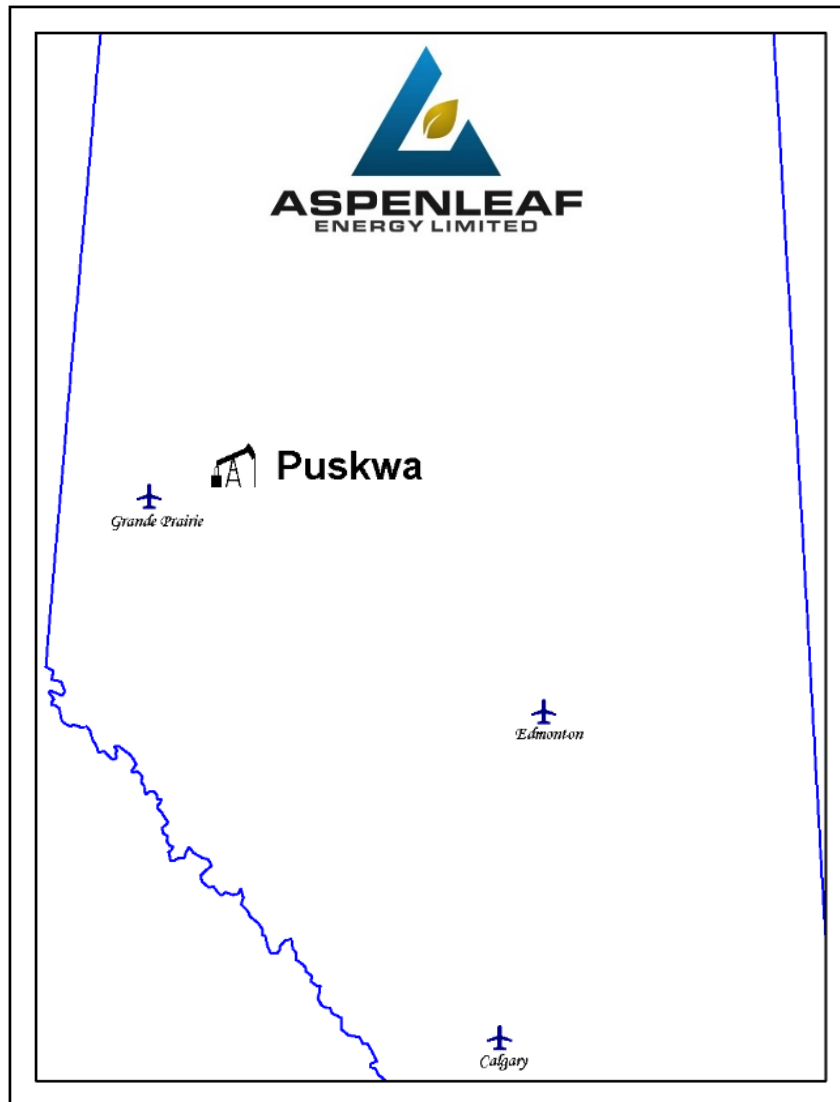
	GLJ Ltd. as at October 1, 2021						
	COMPANY GROSS RESERVES				PV BEFORE TAX		
	Oil Mbbbl	Natural Gas MMcf	Ngl Mbbbl	Total MBOE	5%	10% (000s)	15%
Proved Developed Producing	0	0	0	0	(\$589)	(\$471)	(\$392)
Proved Non-Producing/Undeveloped	607	1,689	46	935	\$5,026	\$4,104	\$3,340
Total Proved	607	1,689	46	935	\$4,437	\$3,633	\$2,948
Probable	1,777	4,596	126	2,668	\$15,363	\$8,967	\$4,752
Total Proved Plus Probable	2,384	6,285	172	3,603	\$19,800	\$12,600	\$7,700

The reserve estimates and forecasts of production and revenues for the Company's properties were prepared within the context of the Company's 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.





Aspenleaf Energy Limited Property Divestiture Fall 2021



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, the GLJ Report, most recent net operations summary, and other relevant technical information.

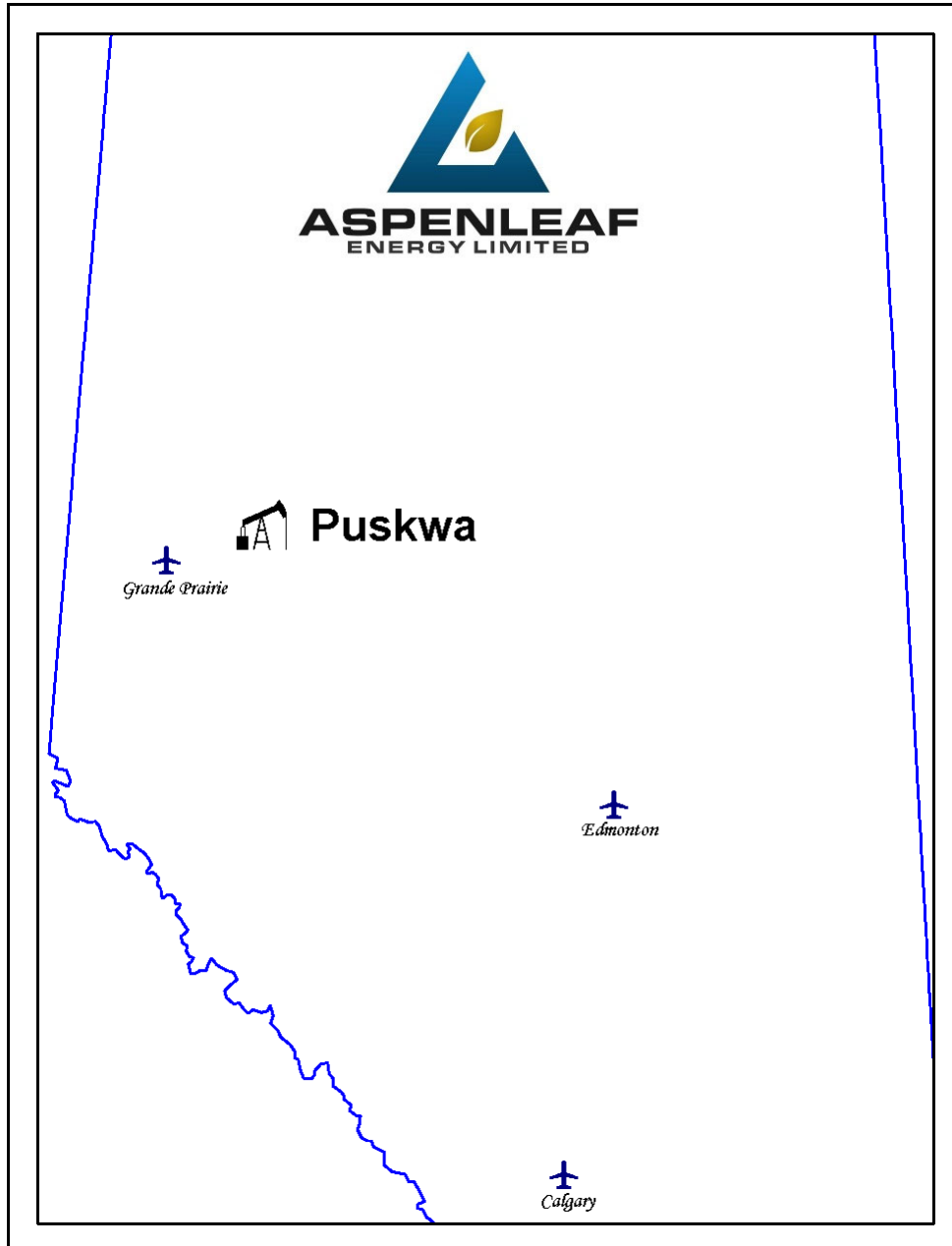
To receive further information on the Property please contact Tom Pavic, Ben Rye or Grazina Palmer at 403.266.6133.



Overview

Aspenleaf Energy Limited (“Aspenleaf” 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 *Puskwa* area of northern Alberta (the “Property”). The Company is divesting the Property to focus on its core assets.

Overview Map Showing the Location of the Divestiture Property





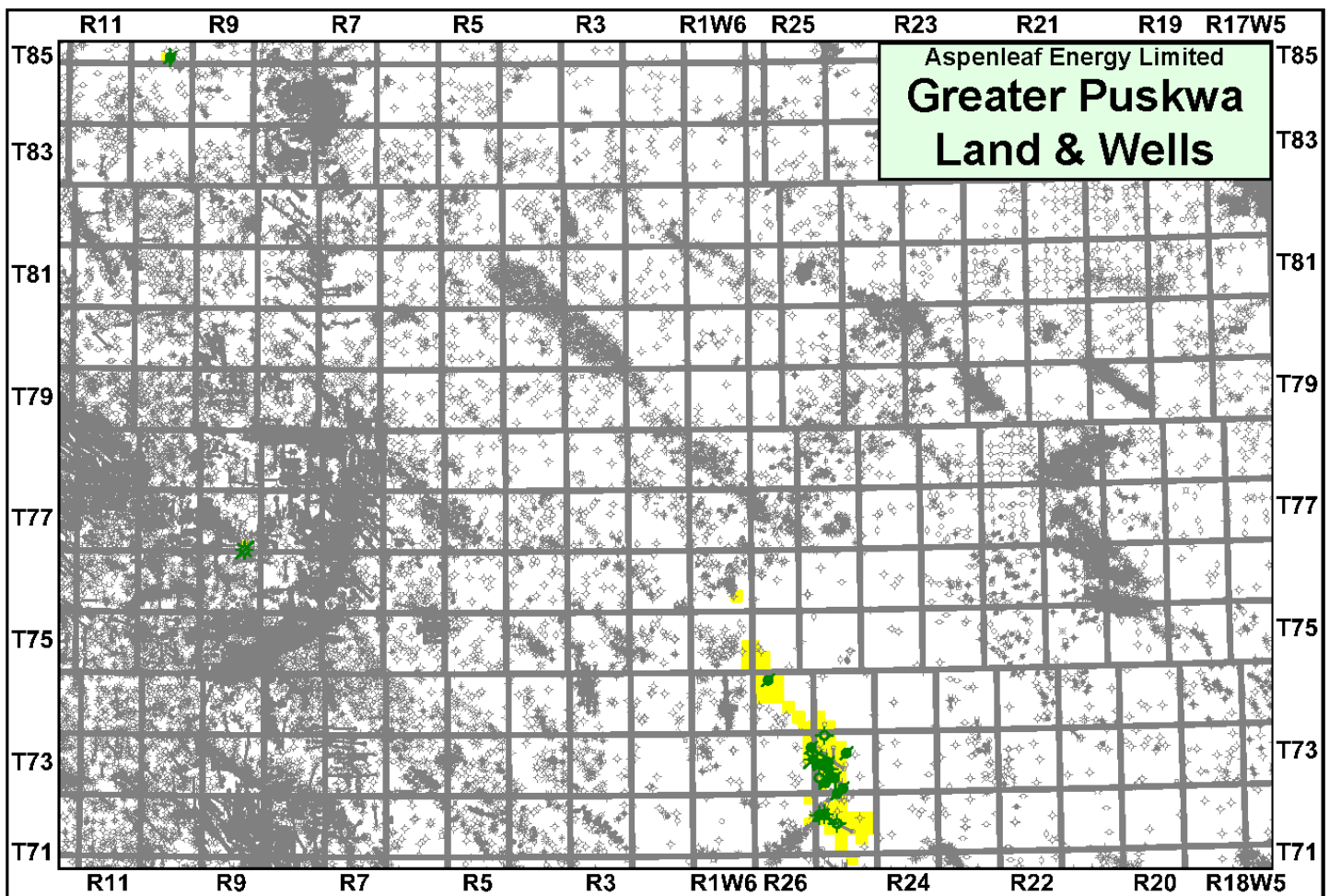
Puskwa Property

Township 71-85, Range 25 W5-10 W6

At *Puskwa*, Aspenleaf holds a 100% working interest in and operates 17 wells capable of producing oil from the Montney Formation.

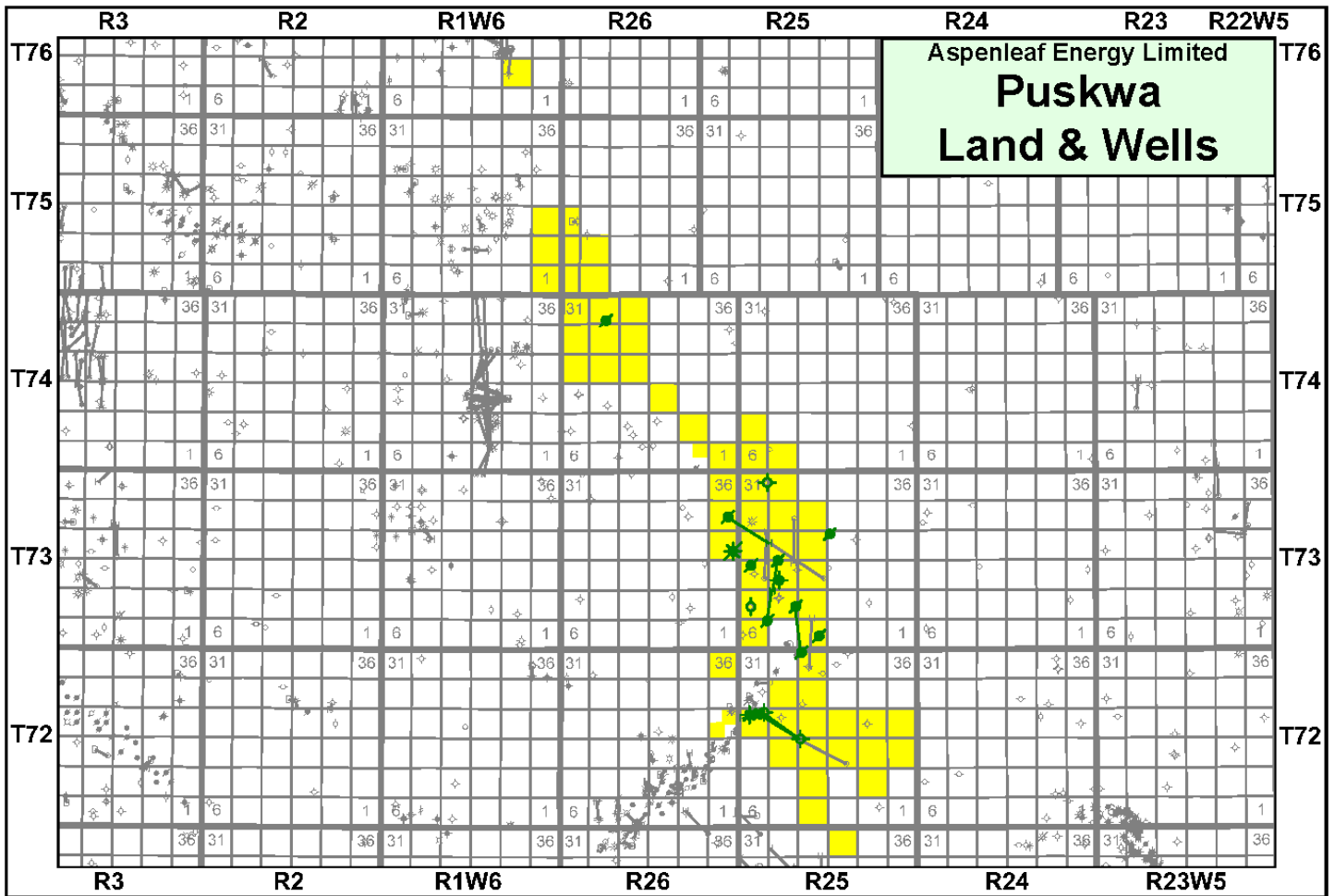
Production capability from *Puskwa* net to the Company is approximately 255 barrels of oil and natural gas liquids per day and 1.0 MMcf/d of natural gas (422 boe/d).

Puskwa is currently shut-in pending a required pipeline repair and re-activation. Aspenleaf forecasts a minimum cost of approximately \$670,000 to repair the pipeline along with \$300,000 in costs to re-activate surface facilities. There is the potential of additional costs based on the outcome of required in-line pipeline inspections. Full details of the cost summary will be made available to parties that execute a confidentiality agreement.



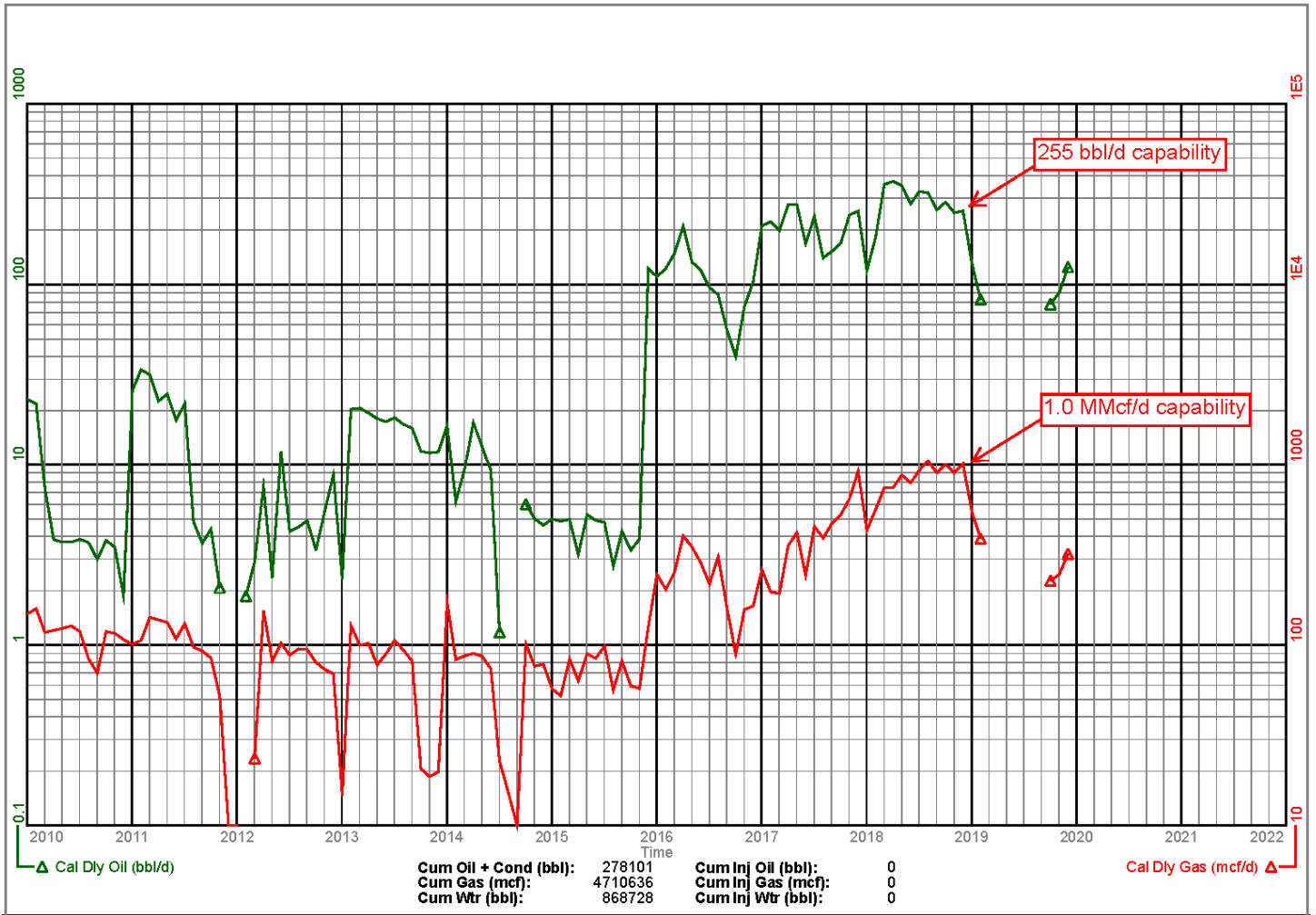


The Company believes there is potential for drilling additional Montney wells on its lands at *Puskwa*.





Puskwa, Alberta – Gross Production Group Plot of Aspenleaf’s Oil and Natural Gas Wells





Puskwa Development

Aspenleaf acquired the *Puskwa* property as part of a larger asset acquisition from **Huron Resources Corp.** in the fourth quarter of 2020.

Prior to the acquisition, development of the Property by the previous operator began by drilling the first well *Aspenleaf Hz Puskwa 100/14-17-073-25W5/0* into the Montney pool in 2015. This was followed by the well *Aspenleaf Hz Puskwa 100/16-06-073-25W5/0* in 2016. Initial results from the two wells were encouraging.

Following these two horizontal wells, three vertical wells *Aspenleaf 102 Puskwa 102/07-04-073-25W5/0*, *Aspenleaf Puskwa 100/09-31-073-25W5/0* and *Aspenleaf Puskwa 100/13-22-073-25W5/0* were drilled, extending the pool to the east and north and confirming the presence of a seismically defined fault on the east. The vertical wells were then cored and completed with experimental (optimizing) fracs.

The *Aspenleaf Puskwa 100/08-24-073-26W5/0* well was re-entered and completed in the Montney with a slick water frac in October 2016. The horizontal well *Aspenleaf Hz Puskwa 100/13-33-072-25W5/0* was drilled in October and completed in November 2016 with slickwater fracs, resulting in significantly higher flow rates.

In the second half of 2017, the pilot vertical well *Aspenleaf Hz Puskwa 100/13-16-072-25W5/0* was drilled to extend the pool further south. It was abandoned and whipstocked to *Aspenleaf 102 Hz Puskwa 102/16-19-072-25W5/2*, where the hole was lost during casing operations, and finally to *Aspenleaf Hz Puskwa 100/15-19-072-25W5/0*. A second horizontal well was drilled at the northern end of the pool at *Aspenleaf Hz Puskwa 100/07-25-073-26W5/0*. These horizontal wells were optimized by completion with fewer stages but with larger slickwater fracs, again resulting in higher flow rates.

In November 2018, the long step-out vertical well *Aspenleaf Puskwa 100/02-32-074-26W5/0* was drilled. The well was completed in December 2018.

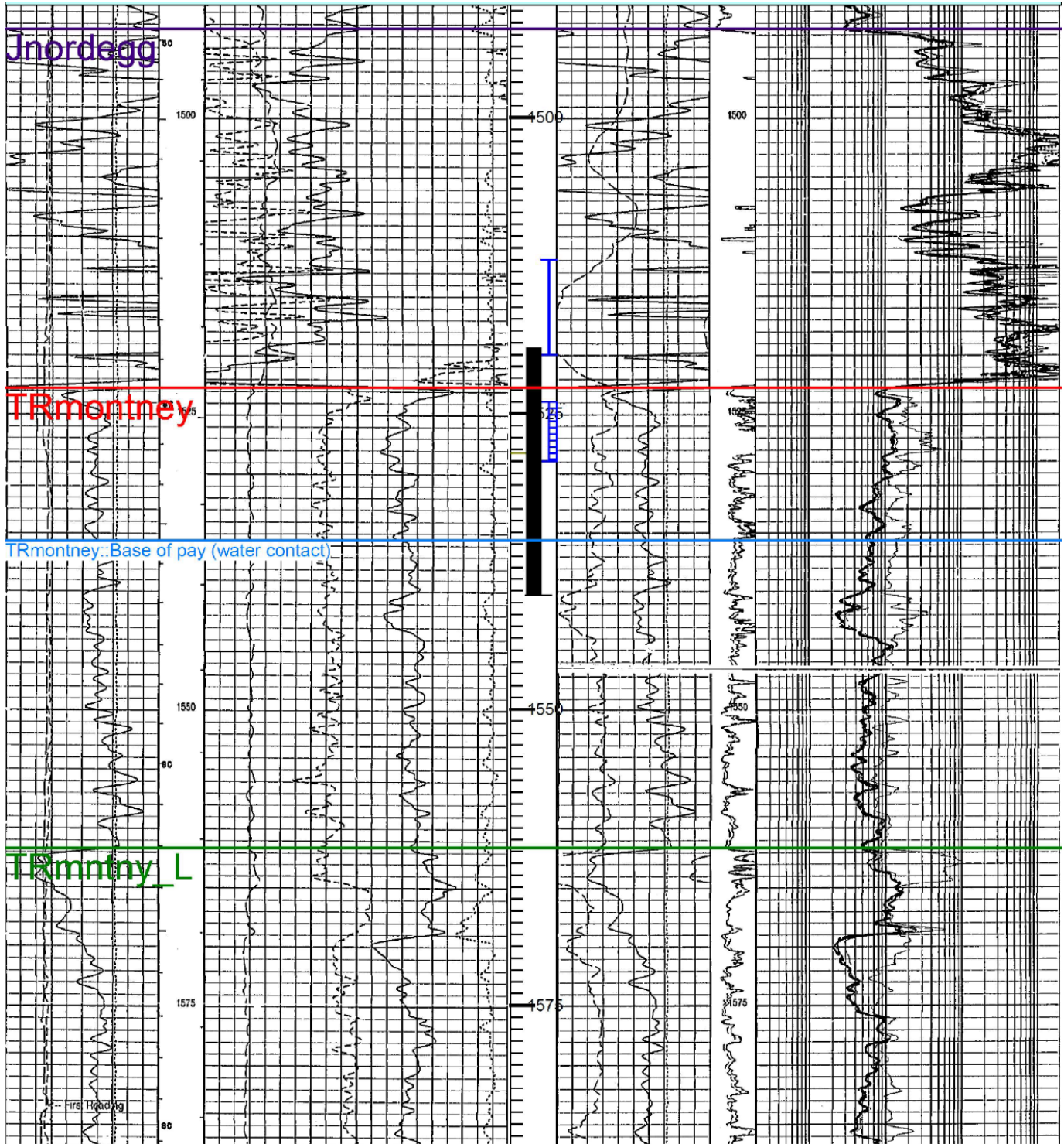
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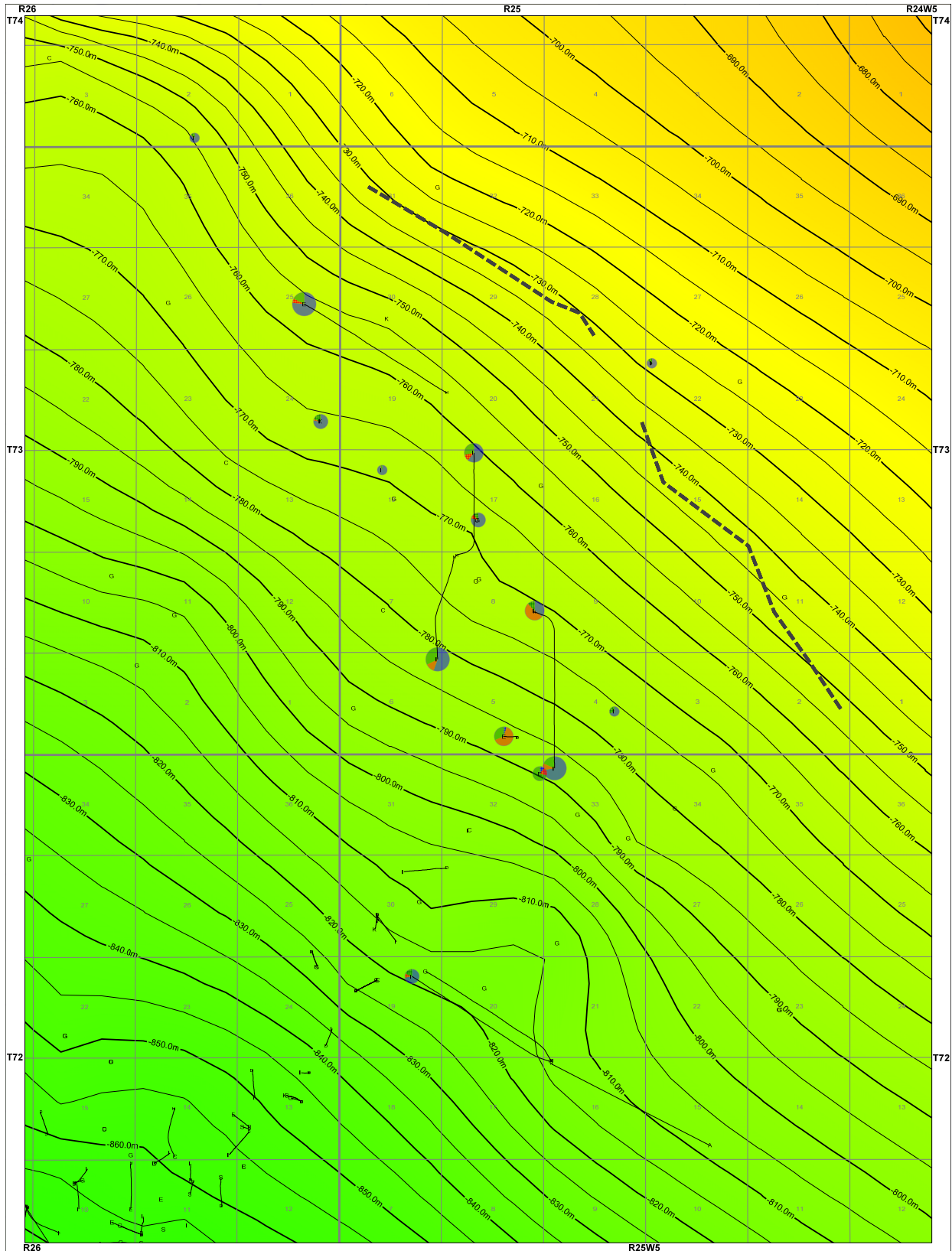
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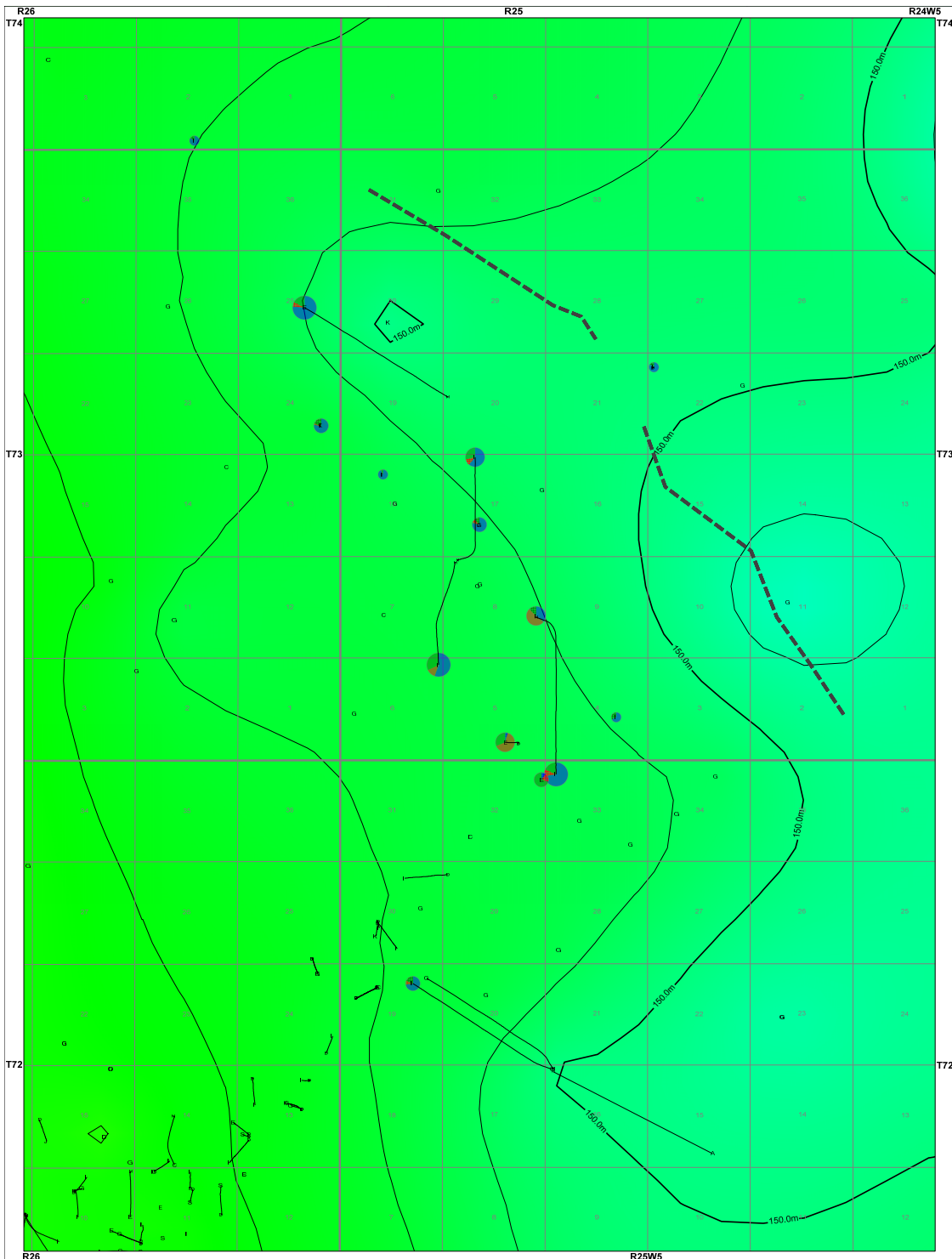


Puskwa, Alberta – Montney Structure Map





Puskwa, Alberta – Montney Isopach Map





Pipeline Reactivation

A pipeline failure occurred in December 2019 and a pipeline failure analysis prepared by **Acuren Group Inc.** concluded that the corrosion identified was most likely caused by saline water acidified with CO₂ and H₂S.

Prior to restoring the pipeline into service, Aspenleaf prepared the following action plan, which has been accepted by the **Alberta Energy Regulator**:

1. Install an HDPE tight liner from 12-20-73-25W5 to 13-8-073-25W5 (Pipeline licenses #57431-11, #57431-4 and #57431-5). Before installing the HDPE liner, a pressure test will be completed to confirm that the line can hold pressure in accordance with Z662. After confirming the pressure test, HDPE liner will be installed in accordance with Z662. A second pressure test will be completed after installation of the HDPE liner to confirm integrity in accordance with Z662.
2. Complete ILI of downstream pipelines to confirm integrity (Pipeline licenses #57431-1 and #50776-1).
3. Continue leak detection by monitoring pressures, and appropriate shutdowns.
4. Monitor interstitial pressure of HDPE tight liner and steel pipeline.
5. Increase ROW inspection to quarterly.
6. Implement MIC monitoring program, to identify microbes that are potentially damaging to downstream pipelines.
7. Implement enhanced downstream pigging program.
8. Install corrosion coupons on risers for increased accuracy on corrosion rate indication to downstream pipelines.

Full details of the pipeline failure, re-activation and cost summary will be made available to parties that execute a confidentially agreement.





Puskwa Facilities

Aspenleaf has a 100% working interest in the following facilities and pipelines at *Puskwa*.

Batteries

12-20-073-25W5 250 m³/d liquid capacity (Test)
License W0486153 50 e³m³/d gas capacity (Test)
 36" OD X 10' S/S 3-Phase Vertical Separator
 MCC building
 100 bbl pop tank
 ESP Summit 248 stage SF900, 24 SF1750, Summit 456 120 hp with VSD
 125 kW Natural Gas Fuelled Genset
 8" Emulsion pipeline connected to Huron 13-08-073-25W5

13-08-073-25W5 250 m³/d liquid capacity (Test)
License F49018 50 e³m³/d gas capacity (Test)
 30" OD X 10' S/S 3-Phase Vertical Separator
 MCC building
 100 bbl pop tank
 640-365-192 pumpjack with 75hp natural gas drive
 640-365-192 pumpjack with 75hp natural gas drive
 8" Emulsion pipeline connected to Huron 08-08-073-25W5

08-08-073-25W5 250 m³/d liquid capacity (Test)
License F49380 50 e³m³/d gas capacity (Test)
 30" OD X 10' S/S 3-Phase Vertical Separator
 MCC building
 100 bbl pop tank
 912-365-192 pumpjack with 75hp natural gas drive
 4" Emulsion pipeline connected to Huron 16-32-072-25W5
 8" Emulsion pipeline connected to Huron 13-08-073-25W5

Pipelines

License	Line	From	To	Status
57431	1	13-08-073-25W5	08-08-073-25W5	Operating
	4	09-19-073-25W5	16-18-073-25W5	Operating
	5	16-18-073-25W5	13-08-073-25W5	Operating
	10	13-16-072-25W5	08-32-072-25W5	Discontinued
	11	12-20-073-25W5	09-19-073-25W4	Operating
50776	1	08-08-073-25W5	16-32-072-25W5	Operating
58903	1	12-19-072-25W5	09-24-072-26W5	Discontinued





Puskwa Seismic

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

Puskwa Marketing

Oil from *Puskwa* was previously sold to **Trafigura Canada General Partnership**.

Aspenleaf previously sold its natural gas to **BP Canada Energy Group**. There is currently no firm transportation service. The previous operator procured firm transportation from Canadian Natural Resources Limited for *Puskwa* as needed on a month-to-month basis.

The Company also has several road use agreements in place at *Puskwa*.



Puskwa Reserves

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	COMPANY GROSS RESERVES				PV BEFORE TAX		
	Oil Mbbl	Natural Gas MMcf	Ngl Mbbl	Total MBOE	5%	10% (000s)	15%
Proved Developed Producing	0	0	0	0	(\$589)	(\$471)	(\$392)
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Puskwa Well List

See well list in Excel.

RECIPIENT COMPANY LETTERHEAD

_____, 2021

**Aspenleaf Energy Limited
c/o Sayer Energy Advisors
1620, 540 - 5th Avenue SW
Calgary, Alberta T2P 0M2**

Attention: Ben Rye

Re: **Confidentiality Agreement
Property Divestiture**

_____ (“Recipient”) has expressed an interest in the purchase of certain oil and natural gas interests owned by Aspenleaf Energy Limited (“Aspenleaf”) in the Puskwa area of Alberta (the “Property”). Aspenleaf 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 Aspenleaf providing the Confidential Information, Recipient agrees as follows:

1. Recipient acknowledges that all Confidential Information provided to Recipient is proprietary to Aspenleaf 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 Aspenleaf. 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 Confidentiality Agreement and that such terms and conditions are binding upon any and all of its Representatives. Upon request, Recipient shall provide Aspenleaf 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 Aspenleaf of such a request. Recipient shall consult with Aspenleaf on the advisability of taking steps to resist or narrow such request or directive. If disclosure is deemed advisable, Recipient shall cooperate with Aspenleaf in any attempt that Aspenleaf 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 Aspenleaf; or
 - (c) subject to disclosure required by law, rule or regulation provided that Aspenleaf 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 after reasonable inquiry is found to legally hold such information and who is not bound to Aspenleaf under a confidentiality agreement.
6. Recipient acknowledges the competitive value of the Confidential Information. Accordingly, without limitation and in addition to any rights of Aspenleaf against the Recipient arising by any breach hereof, the Recipient shall:
- (a) be liable to Aspenleaf for all losses, costs, damages and expenses whatsoever which they may suffer, sustain, pay or incur; and in addition,
 - (b) indemnify Aspenleaf against any and all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by Aspenleaf or which Aspenleaf 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 Aspenleaf, Recipient shall immediately return or cause to be returned to Aspenleaf 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 Aspenleaf, provide certification from an officer of the Recipient to Aspenleaf 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. To the extent such computer back up procedures create copies of the Confidential Information, the Recipient may retain such copies in its archival or back up computer storage for the period they normally archive back up computer records, which copies shall be subject to the provisions of this Confidential Agreement until the same are destroyed, and shall not be accessed by the Recipient during such period of archival and back up storage. Furthermore, the Recipient will be able to retain one copy of any analysis of Confidential Information in respect to a possible transaction with Aspenleaf if required by law, regulation or bona fide board of directors approved internal document retention policies, provided such retained Confidential Information shall remain confidential in accordance with the provisions of this Confidentiality Agreement.
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 Aspenleaf unless and until a definitive offer to purchase has been accepted in writing by Aspenleaf. For greater clarity the Recipient acknowledges that this Confidentiality 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 Aspenleaf.

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 Confidentiality Agreement, whichever comes first.
10. Recipient understands that in providing access to the Confidential Information, Aspenleaf makes no representation or warranty as to the accuracy or completeness of the Confidential Information. Recipient agrees that neither Aspenleaf nor anyone representing Aspenleaf 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 Confidentiality Agreement shall be construed and determined according to the laws of the Province of Alberta.
12. Recipient acknowledges and agrees that Aspenleaf may be irreparably injured by a breach of this Confidentiality Agreement that could not be adequately compensated for by damages. Aspenleaf 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) Aspenleaf 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 Aspenleaf 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 Aspenleaf and then only against Aspenleaf 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 Confidentiality 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 Aspenleaf'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 Aspenleaf, or with any customer, supplier, sales representative, or competitor of Aspenleaf except with the express written permission of Aspenleaf. Any such permission granted by Aspenleaf 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 Aspenleaf Energy Limited this ____ day of _____, 2021

Mr. Wade Evans
Land Manager