



OVERVIEW INFORMATION

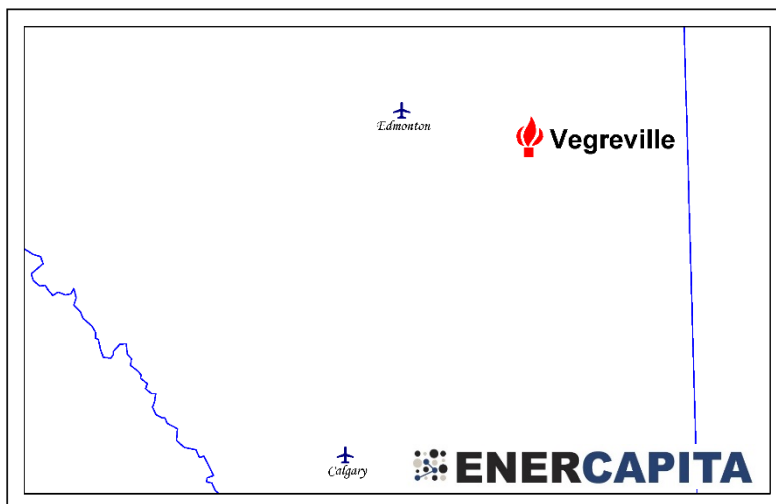
Non-Core Property Divestiture: Central Alberta Natural Gas Properties 238 boe/d (1.4 MMcf/d, 6 bbl/d)



Enercapita Energy Ltd. ("Enercapita" or the "Company") has engaged **Sayer Energy Advisors** to assist with the sale of certain oil and natural gas assets located in the *Vegreville* area, specifically in the *Bruce, Viking and Willingdon* areas of central Alberta (the "Properties").

The Properties consist of both operated and non-operated interests. The Company's intent is to divest all of its interests in the Properties.

Average daily production net to Enercapita from the Properties in October 2020 was approximately 1.4 MMcf/d of natural gas and six barrels of oil and natural gas liquids per day (238 boe/d).



Enercapita has identified substantial upside potential at *Vegreville* with approximately 34 new drilling locations and ten recompletion opportunities. In the fourth quarter of 2020, the Company expects to easily add over 200 Mcf/d of natural gas production at *Viking* through restarting four wells with total capital expenditures of approximately \$42,000.

The operations include stimulation and replacing coil tubing in the 100/13-16-048-13W4 well, recompleting and installing coil tubing in the 100/14-28-047-13W4/0 well, repairing tubing and changing the bottom hole pump in the 100/16-22-047-13W4/2 well and by changing the bottom hole pump in the 100/16-32-047-13W4/3 well. At *Willingdon*, the Company has identified a drilling location targeting oil in the Lower Mannville at 16-22-53-13W4. Further upside information relating to the Properties can be found on our website at www.sayeradvisors.com.

PROCESS & TIMELINE

Sayer Energy Advisors is accepting cash offers to acquire the Properties until **12:00 pm on Thursday, December 10, 2020**.

Timeline		
Week of November 9, 2020		Preliminary Information Distributed
Week of November 9, 2020		Data Room Opens
December 10, 2020	12:00 noon	Bid Deadline
December 1, 2020		Effective Date
First Quarter 2021		Closing Date

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, December 10, 2020.



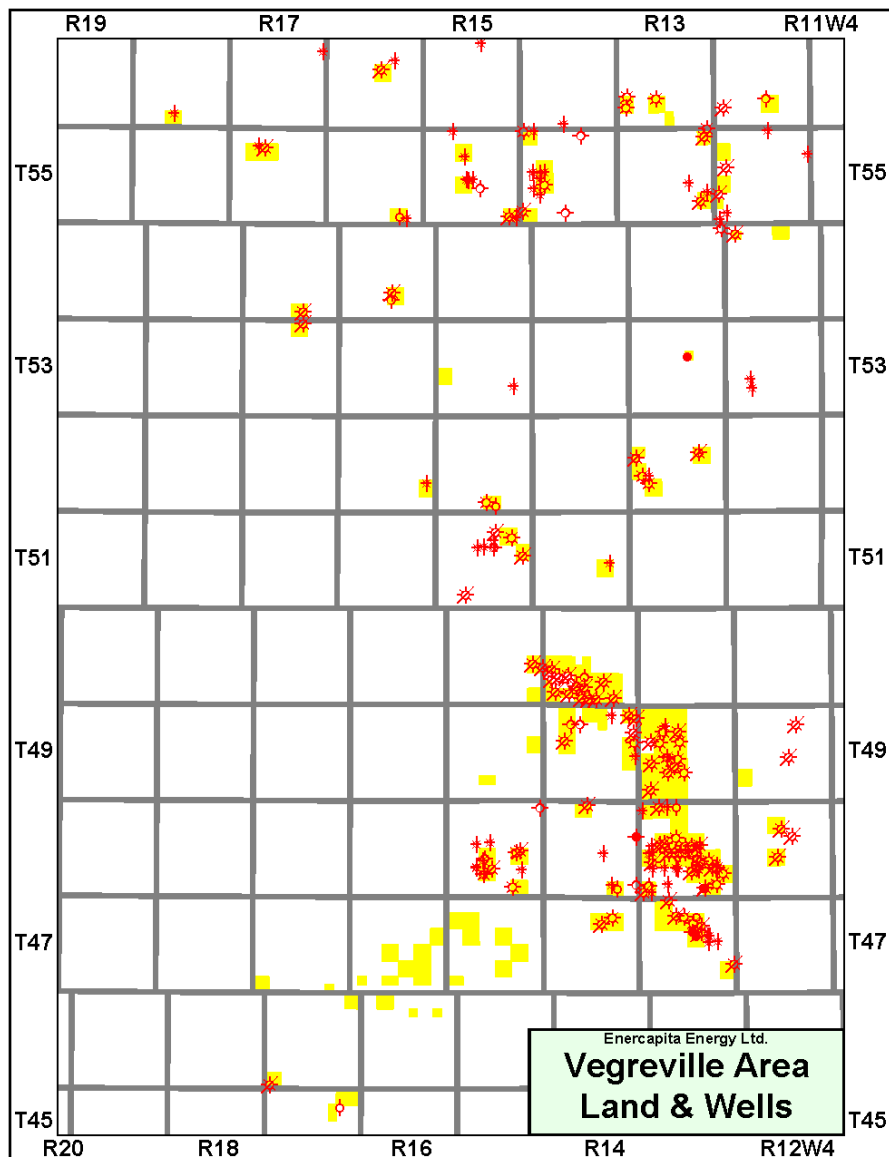


Production Overview

Average daily production net to Enercapita from the Properties in October 2020 was approximately 1.4 MMcf/d of natural gas and seven barrels of oil and natural gas liquids per day (238 boe/d).

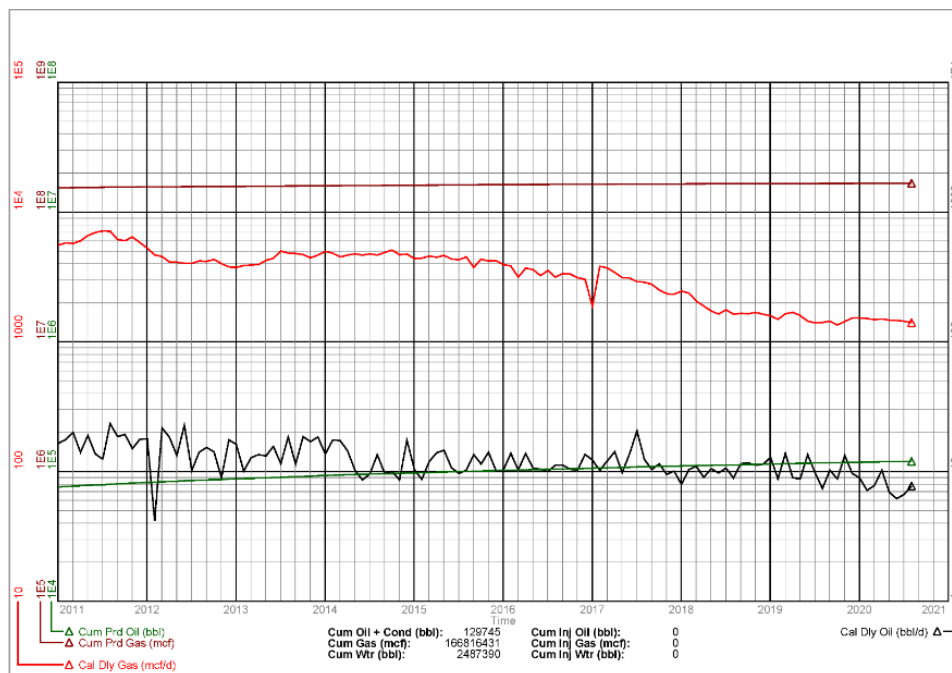
PROPERTY	CURRENT NET PRODUCTION			
	October 2020			
	Oil bbl/d	Ngl bbl/d	Nat. Gas Mcf/d	Total boe/d
Bruce	-	-	24	4
Viking	-	-	1,305	219
Willingdon	6	-	54	15
TOTAL	6	-	1,382	238

Map Showing the Location of Enercapita's Vegreville, Alberta Wells





Vegreville, Alberta – Gross Production Group Plot of Enercapita's Natural Gas Wells



Reserves Overview

Sproule Associates Limited ("Sproule") prepared an independent reserves evaluation of Enercapita's properties as part of the Company's year-end reporting (the "Sproule Report"). The Sproule Report is effective December 31, 2019, using Sproule's December 31, 2019 forecast pricing.

Sproule estimated that as of December 31, 2019 the Properties contained remaining proved plus probable reserves of 1.4 Bcf of natural gas and 39,000 barrels of oil and natural gas liquids (268,000 boe), with an estimated net present value of approximately \$1.1 million using forecast pricing at a 10% discount.

Sproule Associates Limited as of December 31, 2019							
	COMPANY GROSS RESERVES				PV BEFORE TAX		
	Oil Mbbbl	Natural Gas MMcf	Ngl Mbbbl	Total MBOE	5%	10% (000s)	15%
Proved Developed Producing	29	1,084	2	212	\$1,000	\$908	\$812
Proved Non-Producing/Undeveloped	0	0	0	0	\$0	\$0	\$0
Total Proved	29	1,084	2	212	\$1,000	\$908	\$812
Probable	7	290	1	56	\$333	\$235	\$171
Total Proved Plus Probable	36	1,374	3	268	\$1,333	\$1,143	\$983

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.

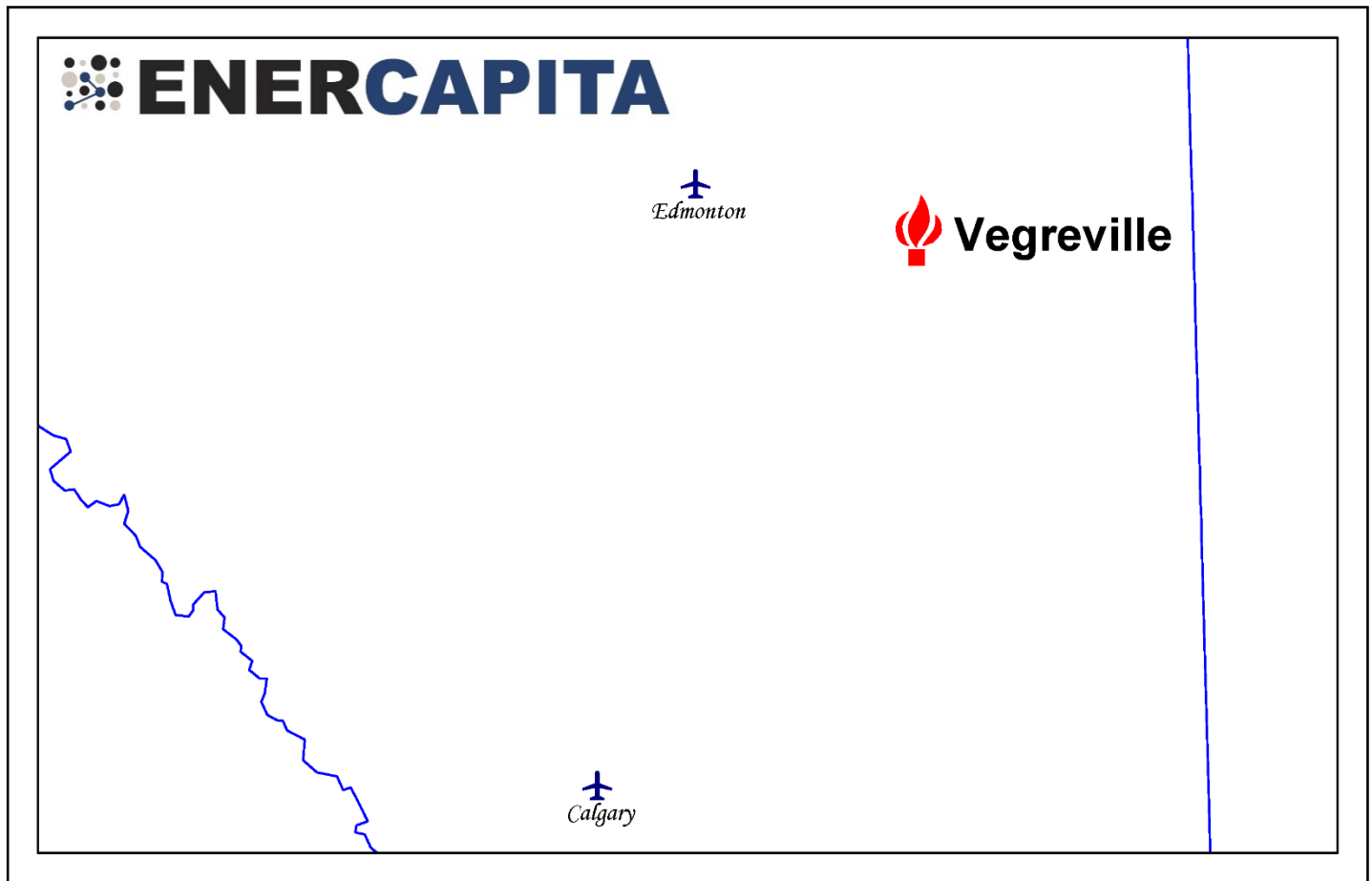
Alberta Site Rehabilitation Program

Enercapita has received Site Rehabilitation Program funding from the government of Alberta of approximately \$225,000 which is being applied to the Properties. Detailed LMR information can be found in the confidential virtual data room by parties that execute a confidentiality agreement.





Enercapita Energy Ltd. Non-Core Property Divestiture Central Alberta Natural Gas Properties Fall 2020



CONTACT:

Parties wishing to receive a Confidential Information Binder 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 Binder is the following: summary land information, LMR information, the Sproule Report, most recent net operations summary, detailed facilities information 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.

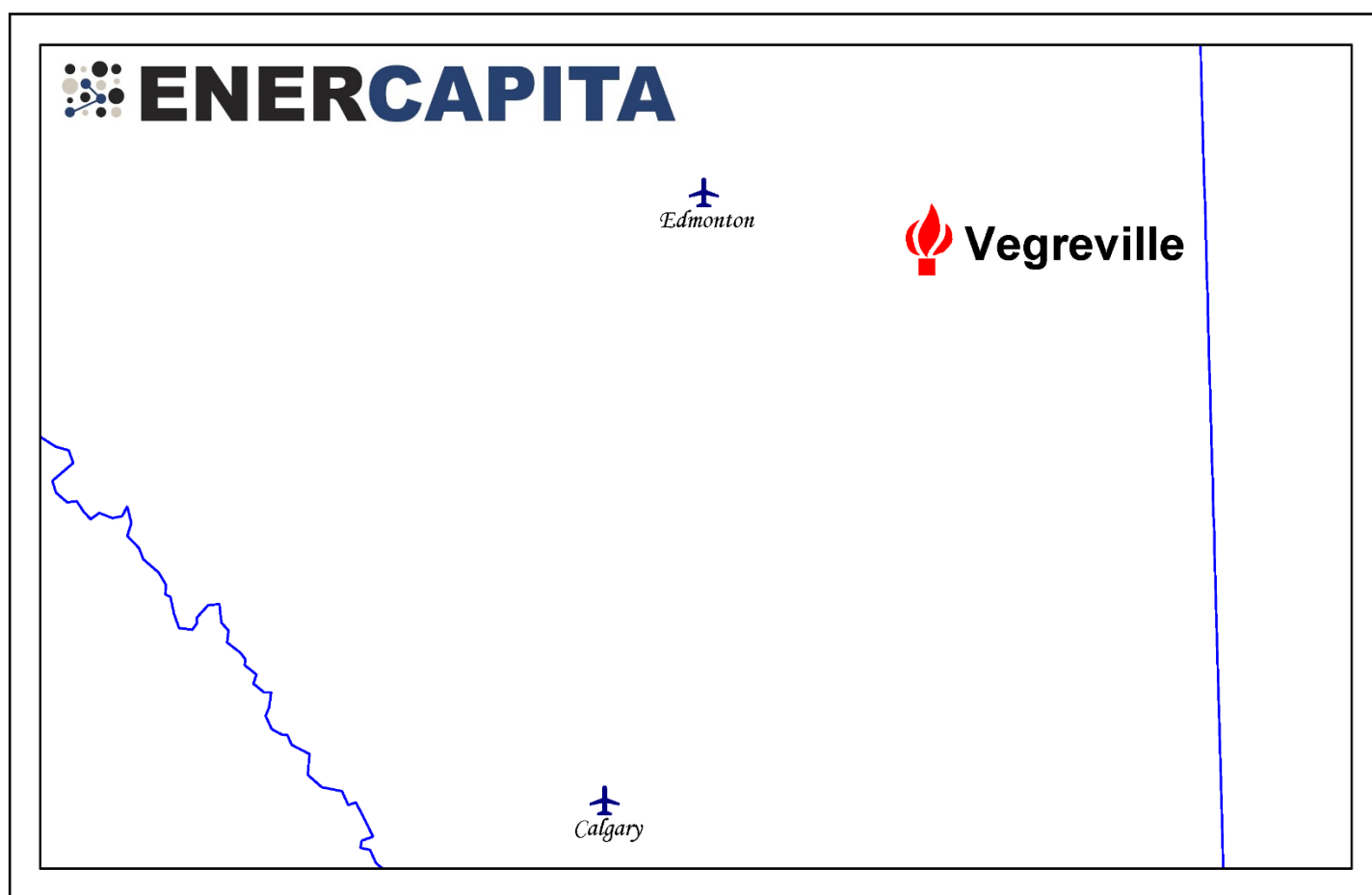


Overview

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Overview Map Showing the Location of the Divestiture Properties

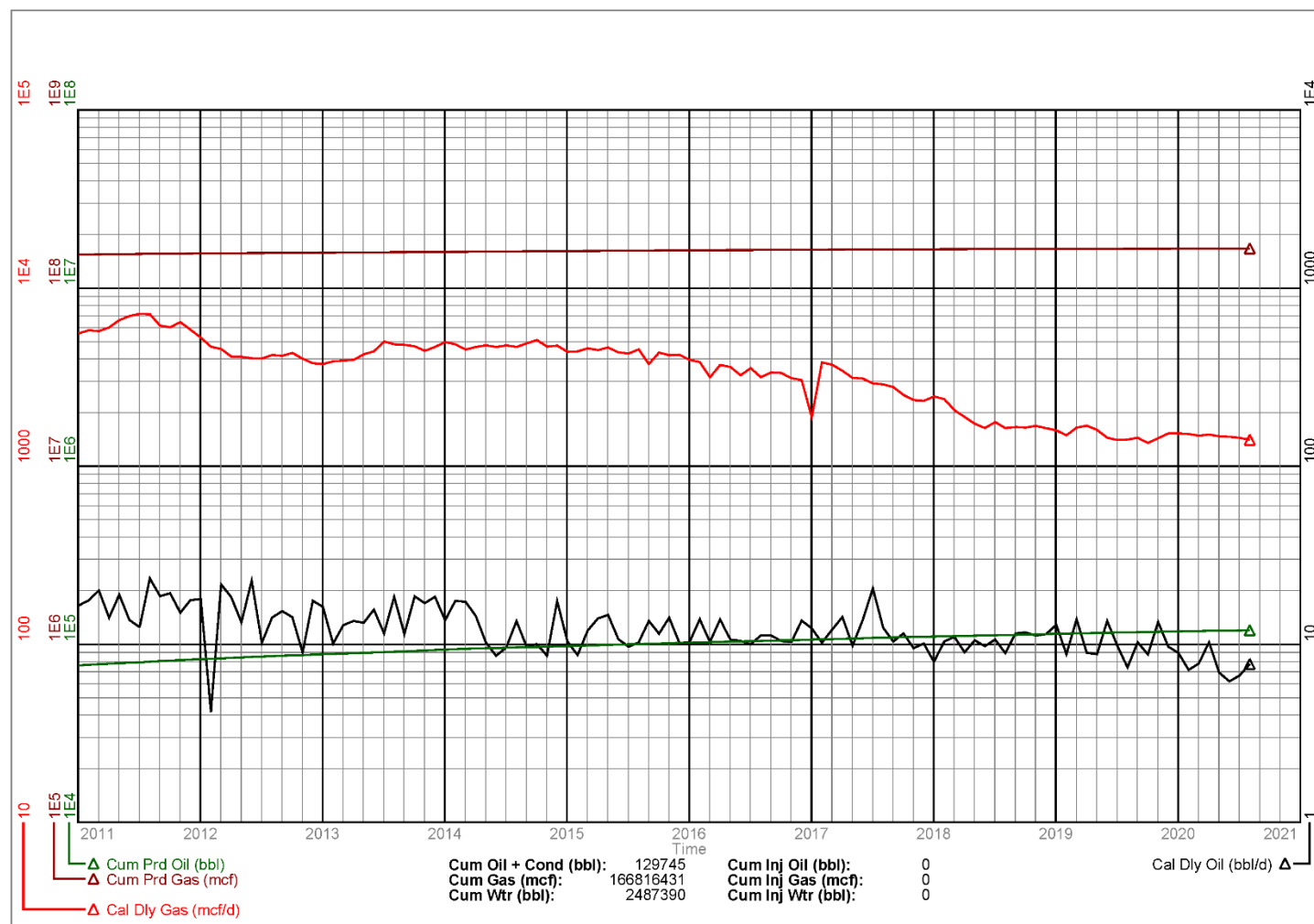


Production Overview

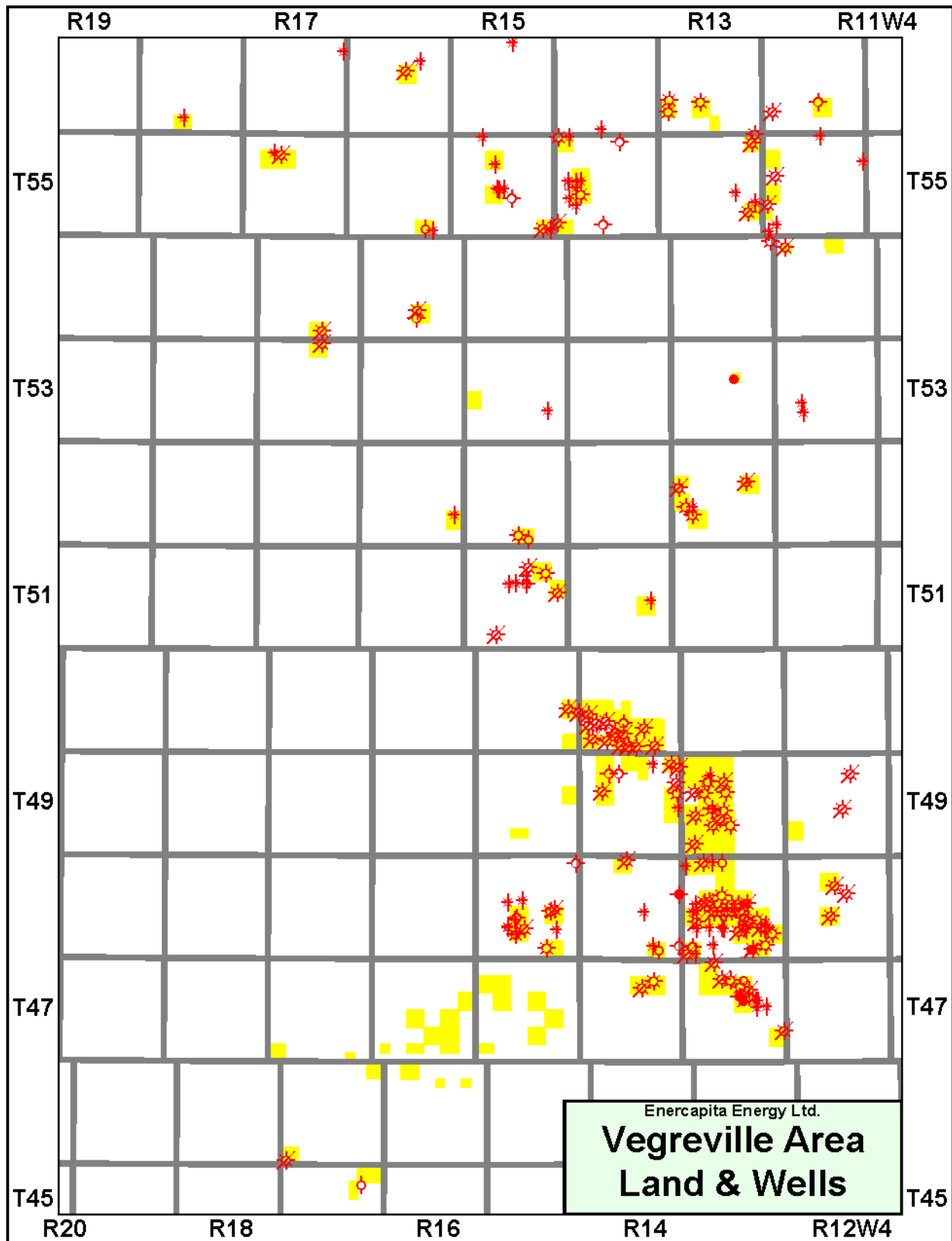
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PROPERTY	CURRENT NET PRODUCTION			
	October 2020			
	Oil bbl/d	Ngl bbl/d	Nat. Gas Mcf/d	Total boe/d
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TOTAL	6	-	1,382	238

Vegreville, Alberta Gross Production Group Plot of Enercapita's Natural Gas Wells



Map Showing the Location of Enercapita's Vegreville, Alberta Wells



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Sproule estimated that as of December 31, 2019 the Properties contained remaining proved plus probable reserves of 1.4 Bcf of natural gas and 39,000 barrels of oil and natural gas liquids (268,000 boe), with an estimated net present value of approximately \$1.1 million using forecast pricing at a 10% discount.

Sproule Associates Limited as of December 31, 2019							
	COMPANY GROSS RESERVES				PV BEFORE TAX		
	Oil Mbbl	Natural Gas MMcf	Ngl Mbbl	Total MBOE	5%	10%	15%
Proved Developed Producing	29	1,084	2	212	\$1,000	\$908	\$812
Proved Non-Producing/Undeveloped	0	0	0	0	\$0	\$0	\$0
Total Proved	29	1,084	2	212	\$1,000	\$908	\$812
Probable	7	290	1	56	\$333	\$235	\$171
Total Proved Plus Probable	36	1,374	3	268	\$1,333	\$1,143	\$983

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.

Seismic Overview

Enercapita does not have ownership in any seismic data over its lands at *Vegreville*.

LMR as of October 3, 2020

As of October 3, 2020, Enercapita's net deemed asset value for the Properties was (\$3.2 million) (deemed assets of \$4,723,518 and deemed liabilities of \$7,888,502), with an LMR ratio of 0.60.

Deemed Assets	Deemed Liabilities	Net Deemed Assets	LMR
\$4,723,518	\$7,888,502	(\$3,164,983)	0.60

Enercapita has received Site Rehabilitation Program funding from the government of Alberta of approximately \$225,000 which is being applied to the Properties. Detailed LMR information can be found in the confidential virtual data room by parties that execute a confidentiality agreement.

Vegreville Well List

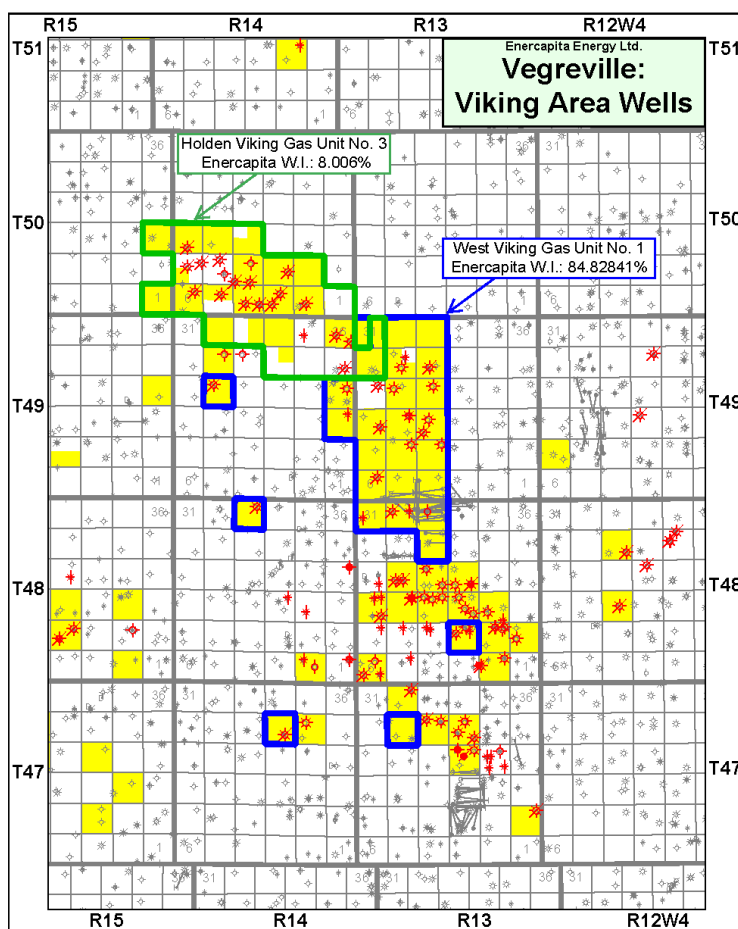
See well list in Excel.

Vegreville Property

Township 47-51, Range 12-15 W4

At *Viking*, the Company holds various working interests in a shallow natural gas property including an 84.828421% working interest in the *West Viking Gas Unit No. 1*, which is operated by Enercapita, and an 8.006% working interest in the *Holden Viking Gas Unit No. 3* operated by **AlphaBow Energy Ltd.**

Average production net to Enercapita from the *Viking* property for October 2020 was approximately 1.3 MMcf/d of natural gas (219 boe/d).



West Viking Gas Unit No. 1

Interest Holders

Interest % (%)	Participant Name
84.82842100	ENERCAPITA ENERGY LTD.
14.09656660	RIFE RESOURCES LTD.
1.07501240	PINE CLIFF ENERGY LTD.

Holden Viking Gas Unit No. 3

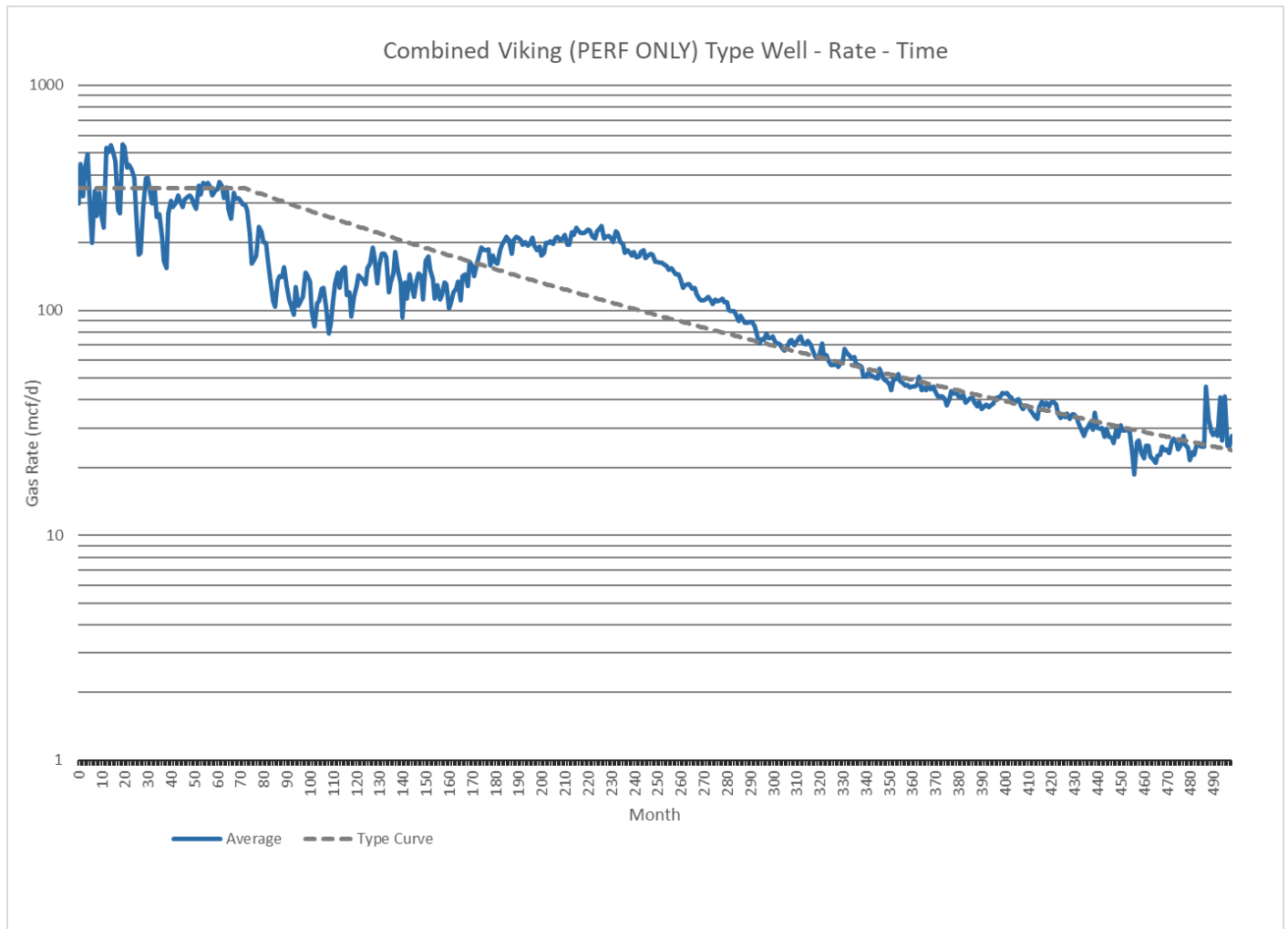
Interest Holders

Interest % (%)	Participant Name
74.59251000	ALPHABOW ENERGY LTD.
17.40134000	SEQUOIA RESOURCES CORP.
8.00615000	ENERCAPITA ENERGY LTD.

Production Upside

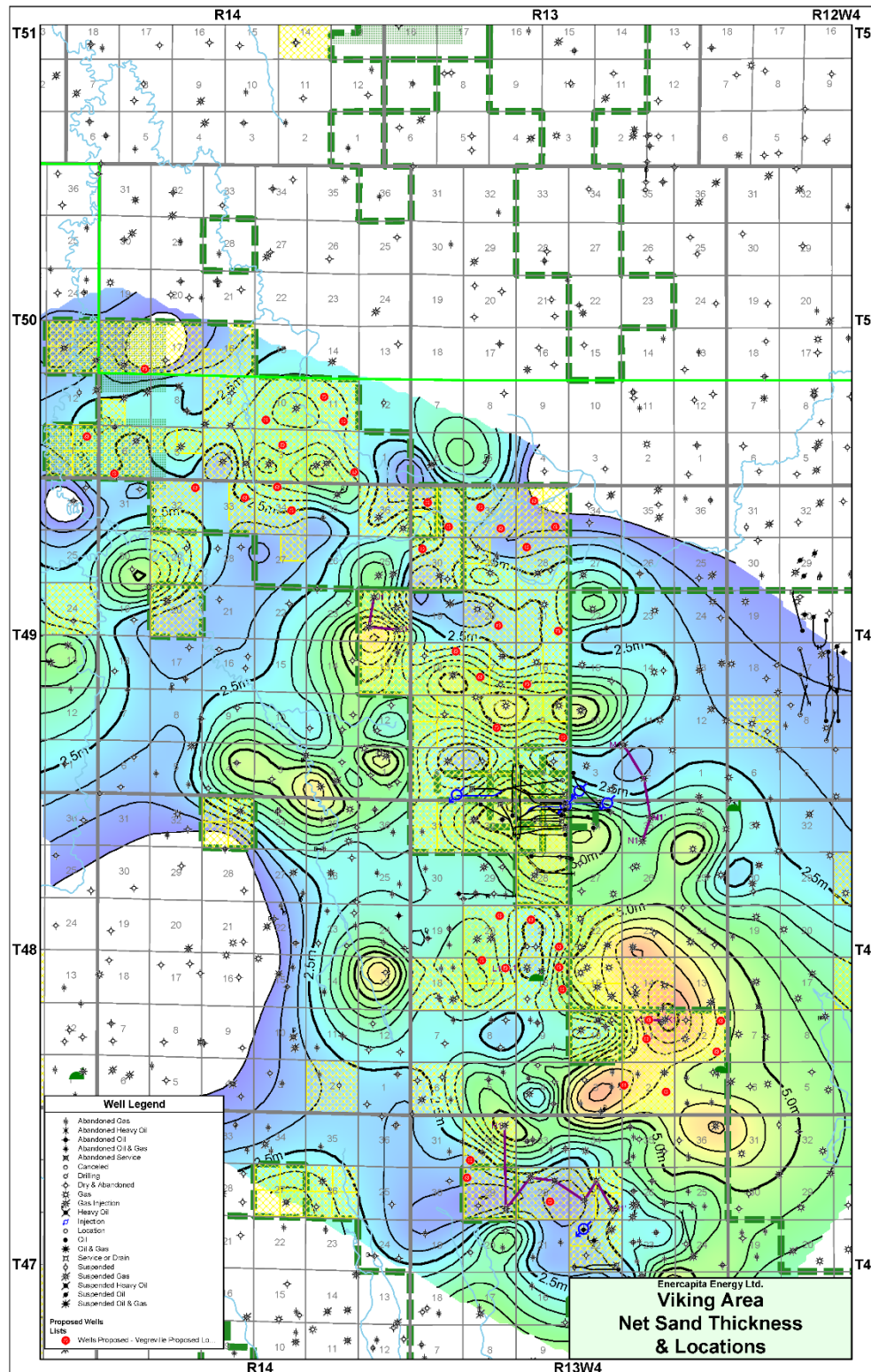
In the fourth quarter of 2020, the Company expects to easily add over 200 Mcf/d of natural gas production at *Viking* through restarting four wells with total capital expenditures of approximately \$42,000. The operations include stimulation and replacing coil tubing in the 100/13-16-048-13W4 well, recompleting and installing coil tubing in the 100/14-28-047-13W4/0 well, repairing tubing and changing the bottom hole pump in the 100/16-22-047-13W4/2 well and by changing the bottom hole pump in the 100/16-32-047-13W4/3 well.

The following chart shows the production type curves for the all of the producing wells in the *Viking* area with perforations.



Drilling Upside

Enercapita has identified a number of drilling locations and re-entry opportunities for uphole, bypassed pay, as show on the map that follows.



Non-Unit Upside	
100/08-02-048-13W4/Viking	Drilling Location
100/14-11-048-13W4/Viking	Recompletion
100/06-11-048-13W4/Viking	Drilling Location
100/16-12-048-13W4/Viking	Drilling Location
100/01-12-048-13W4/Viking	Drilling Location
102/16-16-048-13W4/Viking	Recompletion
100/08-16-048-13W4/Viking	Drilling Location
02/16-17-048-13W4/Viking	Recompletion
100/14-17-048-13W4/Viking	Drilling Location
100/01-21-048-13W4/Viking	Recompletion
102/11-21-048-13W4/Viking	Recompletion
100/15-20-048-13W4/Viking	Drilling Location
100/13-29-047-13W4/GP	Recompletion
100/04-32-047-13W4/Sparky	Drilling Location
100/07-28-047-13W4/Sparky	Drilling Location
100/12-02-048-13W4/Viking	Recompletion

Within the *West Viking Gas Unit No. 1* and the *Holden Viking Gas Unit No. 3*, Enercapita has identified a number of drilling locations and re-entry opportunities for uphole, bypassed pay, as listed below.

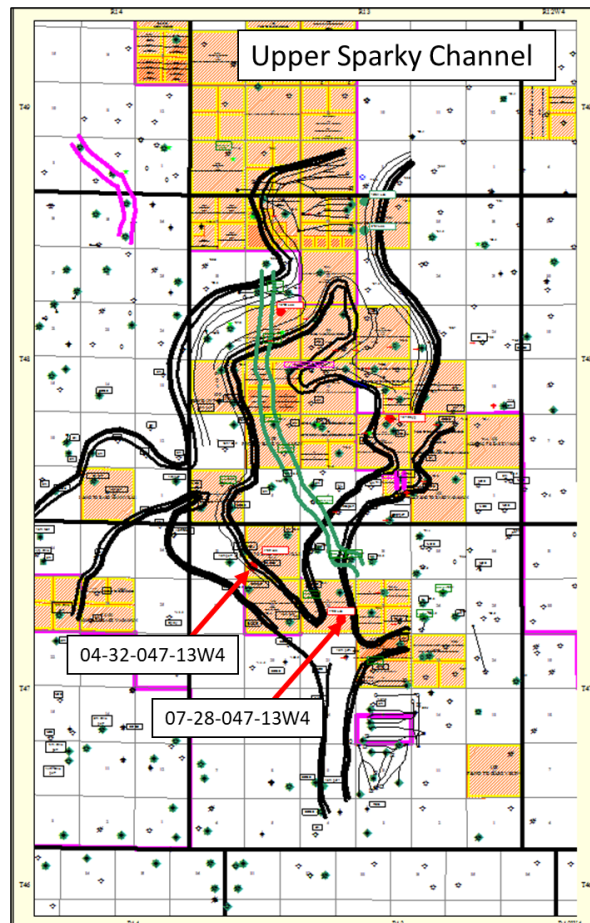
West Viking Gas Unit No. 1 Upside	
100/07-08-049-13W4/Viking	Drilling Location
100/01-09-049-13W4/Viking	Drilling Location
100/04-16-049-13W4/Viking	Recompletion
100/06-17-049-13W4/Viking	Drilling Location
100/16-18-049-13W4/Viking	Drilling Location
100/07-20-049-13W4/Viking	Drilling Location
100/01-21-049-13W4/Viking	Drilling Location
100/13-28-049-13W4/Viking	Drilling Location
100/02-33-049-13W4/Viking	Drilling Location
100/11-33-049-13W4/Viking	Drilling Location
100/11-31-049-13W4/Viking	Drilling Location
100/02-32-049-13W4/Viking	Drilling Location
100/11-32-049-13W4/Viking	Drilling Location

Holden Viking Gas Unit No. 3 Upside

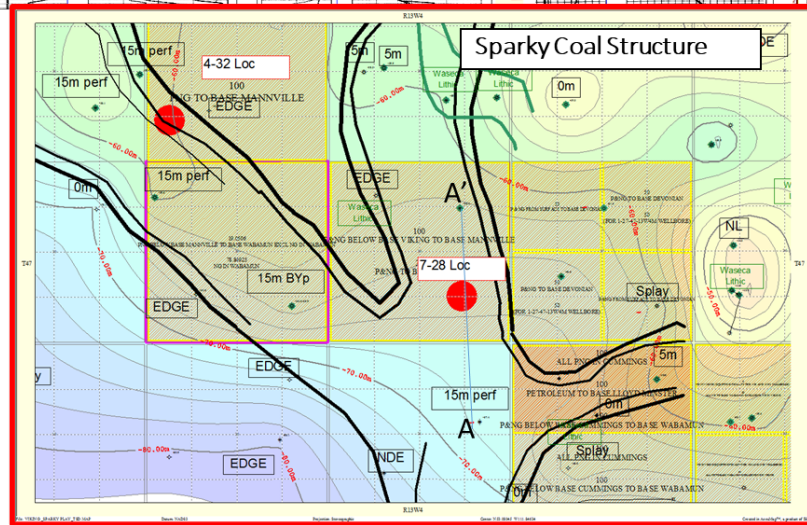
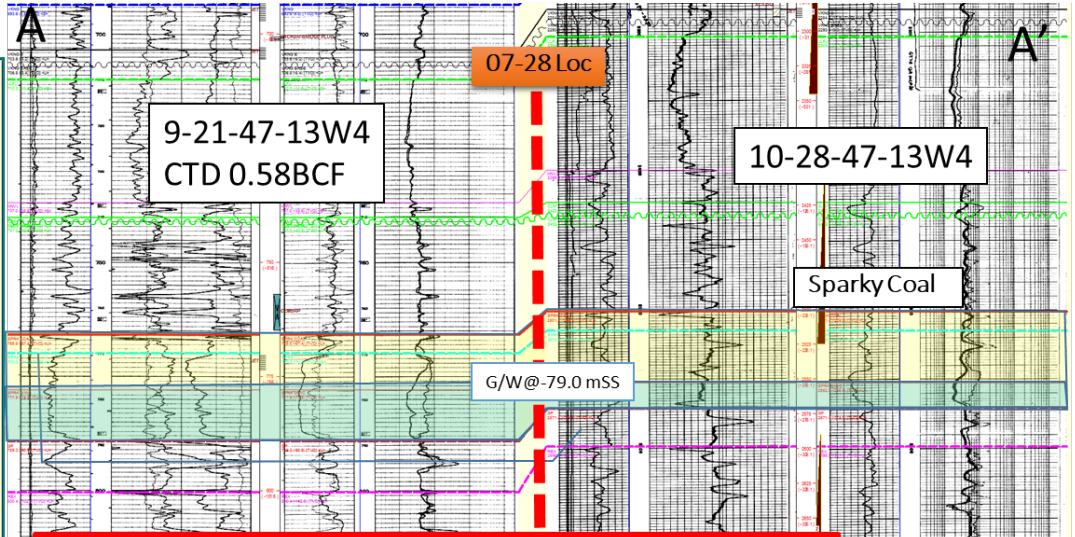
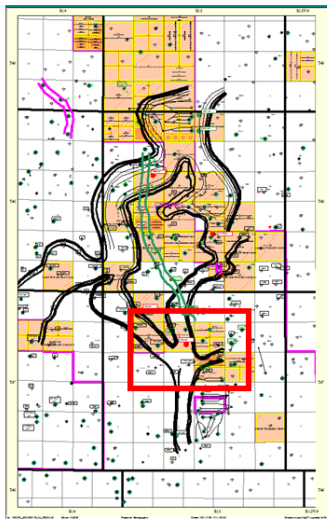
100/02-31-049-13W4/Viking	Drilling Location
100/13-30-049-13W4/Viking	Drilling Location
100/06-34-049-14W4/Viking	Drilling Location
100/14-34-049-17W4/Viking	Drilling Location
100/09-33-049-14W4/Viking	Drilling Location
100/01-02-050-14W4/Viking	Drilling Location
100/10-03-050-14W4/Viking	Recompletion
100/03-06-050-14W4/Viking	Recompletion
100/16-32-049-14W4/Viking	Drilling Location
100/16-01-050-15W4/Viking	Drilling Location
100/04-10-050-14W4/Viking	Drilling Location
100/02-11-050-14W4/Viking	Drilling Location
100/11-11-050-14W4/Viking	Drilling Location
100/01-18-050-14W4/Viking	Drilling Location

Mannville Group

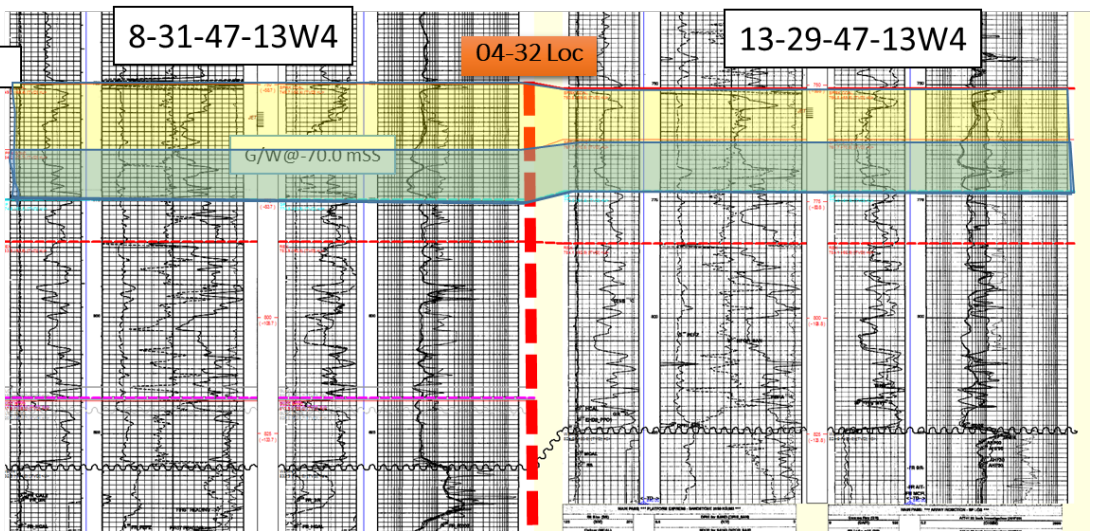
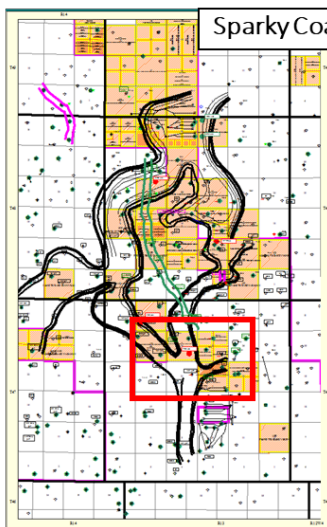
Enercapita has identified two drilling locations targeting the Sparky Formation at *Viking*. The following maps show the Sparky channel with the two locations at 07-28-047-013W4 and 04-32-047-13W4.



07-28-47-13W4 - Loc



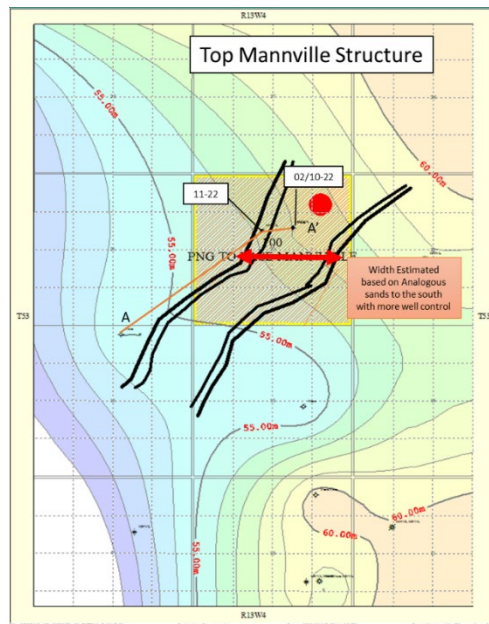
04-32-47-13W4 - Loc



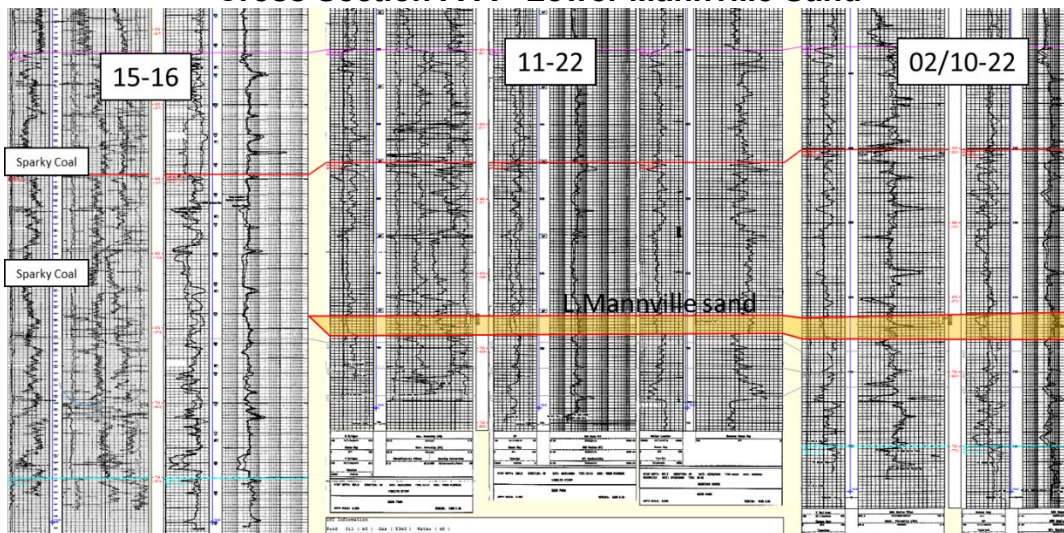
The Company has identified a drilling location targeting oil in the Lower Mannville at 16-22-53-13W4 as shown on the following map.

Spur Petroleum Ltd. drilled the 11-22-53-13W4 in 2010 and fracked the Lower Mannville Sand. This well did not produce any oil and most likely fracked into bottom water.

Enercapita proposes the 16-22 location would be drilled up dip from both the 11-22 and the 02/10-22-053-13W4 wells. The low oil decline rate of 1.72% from 2003-2014 for the 02/10-22 well suggests the reservoir could support another well. Enercapita estimates the cost to drill the 16-22 location would be approximately \$250,000. Once a petrophysical analysis is completed on the 16-22 well it can be determined if a frac is required, with the completion cost estimated at approximately \$60,000.



Cross Section A-A'- Lower Mannville Sand



Vegreville Facilities

At *Viking*, Enercapita has a 100% working interest in the natural gas compression processing plant located at 11-16-048-13W4, a water disposal facility located at 14-22-047-13W4. The Company also holds an 84.82842% working interest in the compression station at 10-17-049-13W4 and a 92.12639% working interest in a natural gas gathering system and multiwell battery located at 08-01-049-14W4.

At *Bruce*, Enercapita holds a 100% working interest and operates a compressor station located at 02-27-051-15W4.

At *Willingdon*, Enercapita holds a 22.357% working interest in a compressor station located at 11-20-055-15W4 operated by **Canadian Natural Resources Limited**. The Company holds a 10.42% working interest in a suspended multiwell natural gas battery located at 06-13-052-14W4 which is operated by **AlphaBow Energy Ltd.**

Enercapita holds a 4.368% working interest in a natural gas processing plant located at 06-08-053-16W4 and a 6.25% working interest in a natural gas gathering system and compressor station located at 09-36-055-14W4, all operated by **Sequoia Resources Corporation**. The Company also holds a 100% working interest in two abandoned compressor stations located at 10-16-055-15W4 and 16-16-055-15W4.

Vegreville Marketing

At *Viking*, Enercapita has an oil purchase agreement in place with **Shell Trading Canada**. The purchase agreement is a 30-day evergreen agreement. Details on the price structure can be found in the virtual data room for parties that sign a confidentiality agreement.

Natural gas from *Viking* is sold to the **Nova Gas Transmission Ltd.** pipeline. Enercapita has a natural gas purchase agreement in place with **Suncor Energy Marketing Inc.** The Company has interruptible transportation for 0.3 e³m³ monthly at the Killam meter station and firm service of 11.0 e³m³ monthly at the APN meter station (10.0 e³m³/d in place until August 31, 2021 and 1.0 e³m³/d in place until May 31, 2024).

Enercapita has a natural gas purchase agreement in place with **Suncor Energy Marketing Inc.** The Company has firm service for 1.5 e³m³/d of natural gas in place until October 31, 2021. Natural gas from *Bruce* is sold to the **Nova Gas Transmission Ltd.** pipeline at the Holden meter station.

Natural gas from *Willingdon* is sold to the **Nova Gas Transmission Ltd.** pipeline. Enercapita has a natural gas purchase agreement in place with **Suncor Energy Marketing Inc.** The Company has interruptible transportation for 0.5 e³m³ monthly at the Lavoy meter station, 1.0 e³m³ monthly at the Plain Lake meter station and 0.5 e³m³ monthly at the Warwick meter station.

The Company also has a natural gas purchase agreement in place with **Satoshi Portal Inc.** whereby Enercapita receives DataMine revenue from 0.2683 e³m³/d of natural gas with payment received in Bitcoin every two months.

RECIPIENT COMPANY LETTERHEAD

_____, 2020

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

Attention: Tom Pavic

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

_____ ("Recipient") has expressed an interest in the purchase of certain oil and natural gas interests owned by Enercapita Energy Ltd. ("Enercapita") in the Vegreville area of Alberta (the "Property"). Enercapita 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 Enercapita providing the Confidential Information, Recipient agrees as follows:

1. Recipient acknowledges that all Confidential Information provided to Recipient is proprietary to Enercapita 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 Enercapita. 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 Enercapita 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 Enercapita of such a request. Recipient shall consult with Enercapita on the advisability of taking steps to resist or narrow such request or directive. If disclosure is deemed advisable,

Recipient shall cooperate with Enercapita in any attempt that Enercapita 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 Enercapita; or
 - (c) subject to disclosure required by law, rule or regulation provided that Enercapita 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 Enercapita under a confidentiality agreement.
6. Recipient acknowledges the competitive value of the Confidential Information. Accordingly, without limitation and in addition to any rights of Enercapita and its joint venture partners against the Recipient arising by any breach hereof, the Recipient shall:
 - (a) be liable to Enercapita for all losses, costs, damages and expenses whatsoever which they may suffer, sustain, pay or incur; and in addition,
 - (b) indemnify Enercapita against any and all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by Enercapita or which Enercapita 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 Enercapita, Recipient shall immediately return or cause to be returned to Enercapita 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 Enercapita, provide certification from an officer of the Recipient to Enercapita 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 Enercapita 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 Enercapita unless and until a definitive offer to purchase has been accepted in writing by Enercapita. 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 Enercapita.

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, Enercapita makes no representation or warranty as to the accuracy or completeness of the Confidential Information. Recipient agrees that neither Enercapita nor anyone representing Enercapita 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 Enercapita may be irreparably injured by a breach of this Confidentiality Agreement that could not be adequately compensated for by damages. Enercapita 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) Enercapita 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 Enercapita 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 Enercapita and then only against Enercapita 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 Enercapita'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 Enercapita, or with any customer, supplier, sales representative, or competitor of Enercapita except with the express written permission of Enercapita. Any such permission granted by Enercapita 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 Enercapita Energy Ltd. this ____ day of _____, 2020

Greg Tisdale
CEO