

PURCHASER SOLICITATION PROCESS
CONFIDENTIAL BUSINESS INFORMATION

Soderglen Ranches Ltd.
August 1, 2023

INTRODUCTION

1. This document outlines the procedure pursuant to which Soderglen Ranches Ltd. (the “Company”) is soliciting offers via Company legal counsel (a “Purchase Offer”):
 - a. To purchase all of the assets of the Company (a “Turnkey Transaction”) comprising all or substantially all the Company’s cattle seedstock and farming and ranching assets necessary to carry on the operations of the Company(the “Business”) as described herein on Schedule A (the “Business Assets”), or
 - b. To purchase only certain of the Business Assets (a “Partial Transaction”).
 - c. The Soderglen name and all rights associated therewith, will not be included in a sale.

A Turnkey Transaction and a Partial Transaction are both referred to herein as a Transaction.

2. In the event a purchaser wishes to structure a Turnkey Transaction as an acquisition of all of the outstanding shares of the Company, and the Company is in agreement with the terms for such transaction structure, the balance sheet of the Company at the closing of such transaction will consist solely of the Business Assets.
3. In the event a purchaser wishes to enter into a Partial Transaction, the purchaser should specify which Business Assets are being purchased and the consideration to be paid. In the case of land purchasers should specify which Blocks as identified in the information attached are to be purchased. The Company is not accepting offers for land other than in accordance with the specified Blocks.
4. Except to the extent mutually agreed and specifically set forth in final transaction agreements, a Turnkey Transaction or a Partial Transaction will be on an “as is, where is” basis and without surviving representations or warranties of any kind, nature, or description.
5. There is no assurance that the Company will accept any Purchase Offer.
6. Key dates:

	Deadline
Phase 1 Non-binding Letter of Intent submission	Sep 30/23
Finalize LOI and Confirm Qualified Bidders	No later than Oct 31/23
Purchaser meet/waive condition date	Nov 30/23
Phase 2 Formal Purchase Offer Deadline	Dec 15/23
Negotiate Definitive Agreements	Jan 31/24
Closing Date	Feb 28/24

The above dates are circumstance dependent and may be altered unilaterally by the Company.

7. Potential purchasers are advised that they are responsible for paying all commissions and fees to agents, advisers or other representatives working on their behalf. The Company is not retaining any additional agents or representatives in this regard.

Soderglen Ranches Ltd.
Business Sale Solicitation

8. All enquiries regarding this matter should be directed to transaction adviser Cam Crawford at ccrawford@bakertiully.ca or by phone at 403.860.3509. Under no circumstances should contact regarding this matter be undertaken with Company employees, owners or other representatives.

PHASE 1: NON-BINDING LETTER OF INTEREST (“LOI”)

9. Any party who wishes to participate in this process (a “Potential Bidder”) must provide to Company legal counsel:
 - a. An executed Confidentiality non-Disclosure and Non-Solicitation Agreement (the “CNDA”) in the form attached as Schedule B; and
 - b. A form of financial capacity confirmation that will permit the Company to make a reasonable determination as to the Potential Bidder’s financial capability to complete a Transaction as contemplated herein.By delivery to: Beaumont Church LLP, Attention: Stan Church, Suite 300, 2912 Memorial Drive SE Calgary, AB T2A 6R1; or by email to: stan.church@beaumontchurch.com
10. If the Company determines that a Potential Bidder has delivered the documents and information contemplated in Paragraph 1 above, and the Company has determined the Potential Bidder has the financial capability to complete a Transaction, then such Potential Bidder will be deemed to be a “Phase 1 Qualified Bidder”. For greater certainty, no Potential Bidder shall be deemed to be a Phase 1 Qualified Bidder without the approval of the Company.
11. Phase 1 Qualified Bidders will be granted access to the secure Transaction data room containing extensive information on the Business, be permitted to tour the Business property and premises with Company supervision, be entitled to conduct discussions with Company representatives, and generally be entitled to receive reasonable cooperation from the Company and its representatives in completing their purchase investigation.
12. Phase 1 Qualified Bidder purchase investigation and due diligence as it pertains to Company information is to be coordinated solely and exclusively through Cam Crawford of Baker Tilly Catalyst. Contact with Company personnel is prohibited unless approved in advance in writing by Mr. Crawford. Failure to adhere to this requirement will be just cause for immediate disqualification from this process at the Company’s discretion.
13. Phase 1 Qualified Bidders must rely solely on their own independent review, investigation and/or inspection of all information regarding the Business.
14. A Phase 1 Qualified Bidder that wish pursue a Transaction must provide a nonbinding Letter of Intent (“LOI”) in the form attached hereto as Schedule C to Company legal counsel in the following manner, so as to be received not later than 5:00 PM (MDT) on September 30, 2023 (the “Phase 1 Bid Deadline”):
 - Delivery to: Beaumont Church, Attention: Stan Church
Suite 300, 2912 Memorial Drive SE Calgary, AB T2A 6R1
 - Email to: stan.church@beaumontchurch.com
15. Following the Phase 1 Bid Deadline, the Company will assess the submitted LOIs within 14 days of the Phase 1 Bid Deadline and, if it is determined that a Phase 1 Qualified Bidder that has submitted an acceptable LOI then such Phase 1 Qualified Bidder will be deemed a “Phase 2 Qualified Bidder”.

PHASE 2: FORMAL PURCHASE OFFER

1. Phase 2 Qualified Bidders that wish to make a Purchase Offer shall submit a binding offer that complies with all of the following requirements, to Company's legal counsel at the address specified in Schedule A hereto (by delivery or by e-mail), so as to be received by them not later than 5:00 PM (MDT) on February 28, 2024 (the "Phase 2 Bid Deadline").
 - Delivery to: Beaumont Church, Attention: Stan Church
Suite 300, 2912 Memorial Drive SE Calgary, AB T2A 6R1
 - Email to: stan.church@beaumontchurch.com

2. The Purchase Offer must:
 - a. In the case of a Turnkey Transaction be a binding offer to purchase all of the Business Assets including purchase price allocation amounts in \$CDN (the "Asset Purchase Price"), or in the alternative, be a binding offer to purchase all of the outstanding shares of the Company with a purchase price in \$CDN (the "Share Purchase Price"), subject only to closing adjustments for inventories and other customary adjustments.
 - b. In the case of a Partial Transaction be a binding offer to purchase such Business Assets as the purchaser wishes to acquire including purchase price allocation amounts in \$CDN (the "Asset Purchase Price"), subject only to customary closing adjustments.
 - c. Include a provision that the Purchase Offer is irrevocable until the earlier of [1] the date which is 14 days after the Phase 2 Bid Deadline, and [2] the date a Transaction is closed by the Company.
 - d. Include draft transaction agreements in a form acceptable to the Phase 2 Qualified Bidder.
 - e. Include evidence of a firm, irrevocable commitment for financing or other evidence of ability to complete a Transaction.
 - f. Contain the full disclosure of the legal and any beneficial owners of the Phase 2 Qualified Bidder.
 - g. Provide for a deposit in the form of a wire transfer to a trust account of Company's legal counsel (a "Deposit") in the amount of not less than 10% of the Asset or Share Purchase Price payable upon the Company accepting such Phase 2 Qualified Bidder's Purchase Offer to be held in trust and applied to the Purchase Price on Closing.

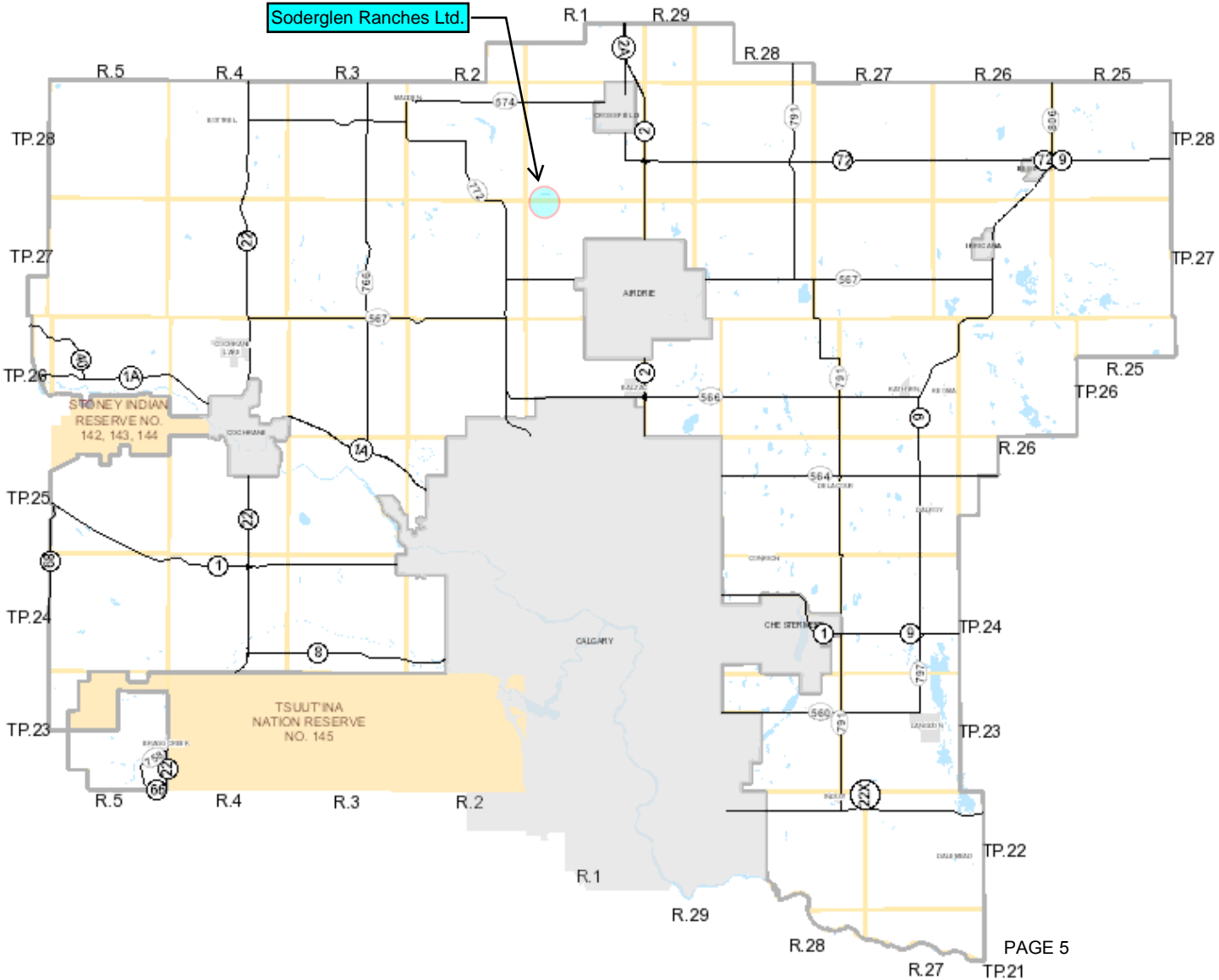
3. Following the Phase 2 Bid Deadline, the Company will assess the Phase 2 Bids received within 14 days of such deadline, following which they will notify all Phase 2 Qualified Bidders that submit Purchase Offers whether the Company wishes to proceed with completing a Transaction with them, including negotiating final transaction agreements.



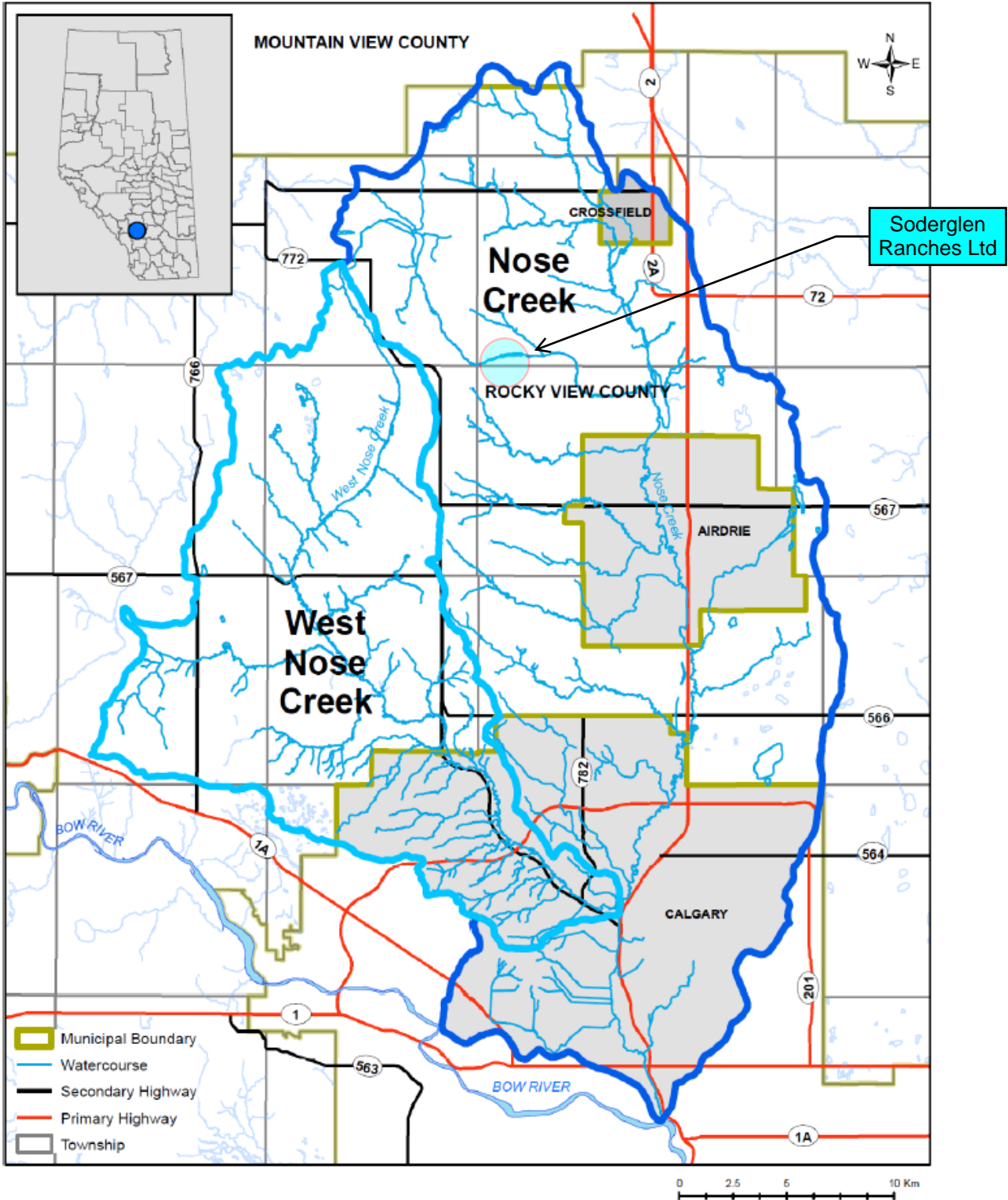
Soderglen Ranches Ltd.

Rocky View County - Alberta, Canada

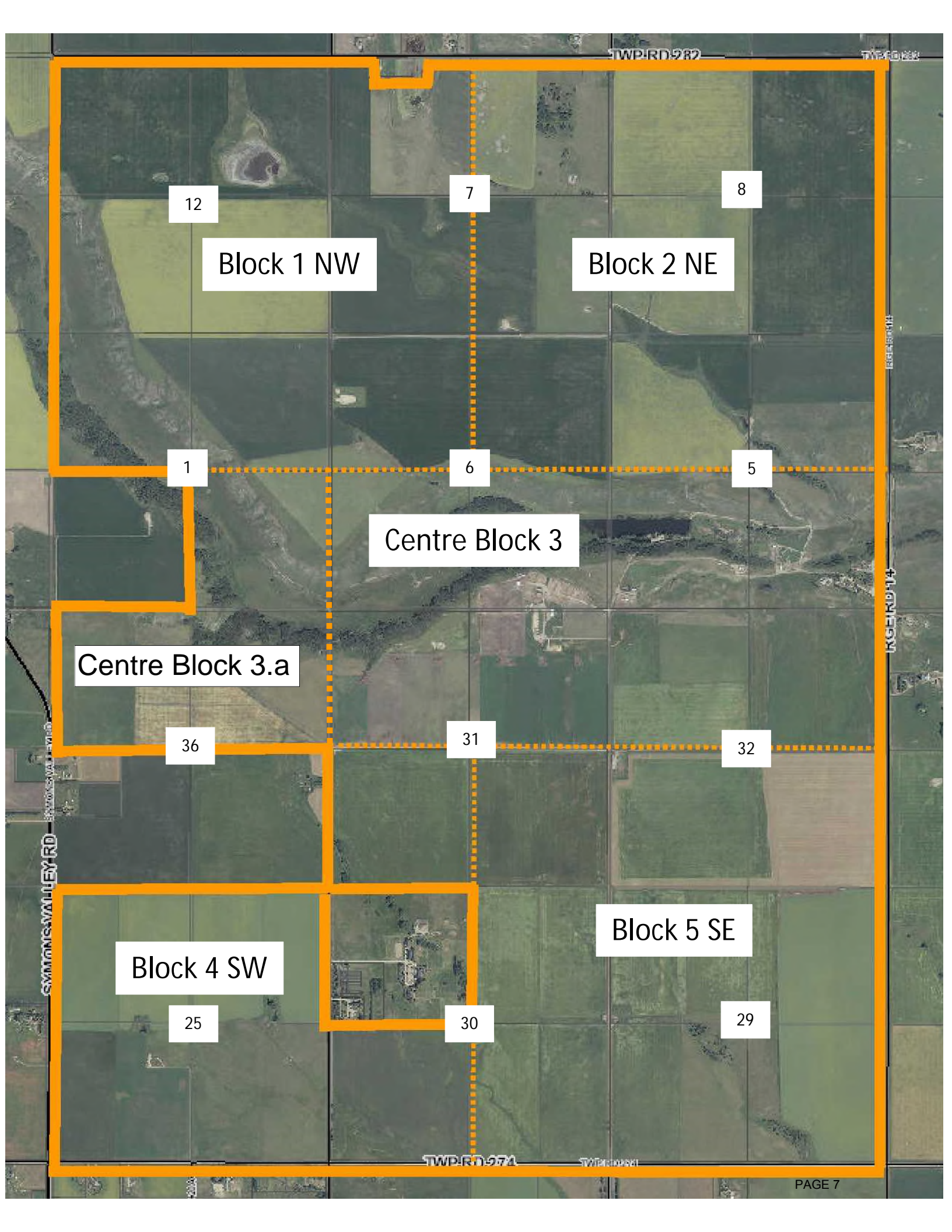
Soderglen Ranches Ltd.



Nose Creek Watershed



Map of the Nose Creek watershed. Map produced by J. McTavish, Rocky View County, January 2018.



12

7

8

Block 1 NW

Block 2 NE

1

6

5

Centre Block 3

Centre Block 3.a

36

31

32

Block 4 SW

Block 5 SE

25

30

29

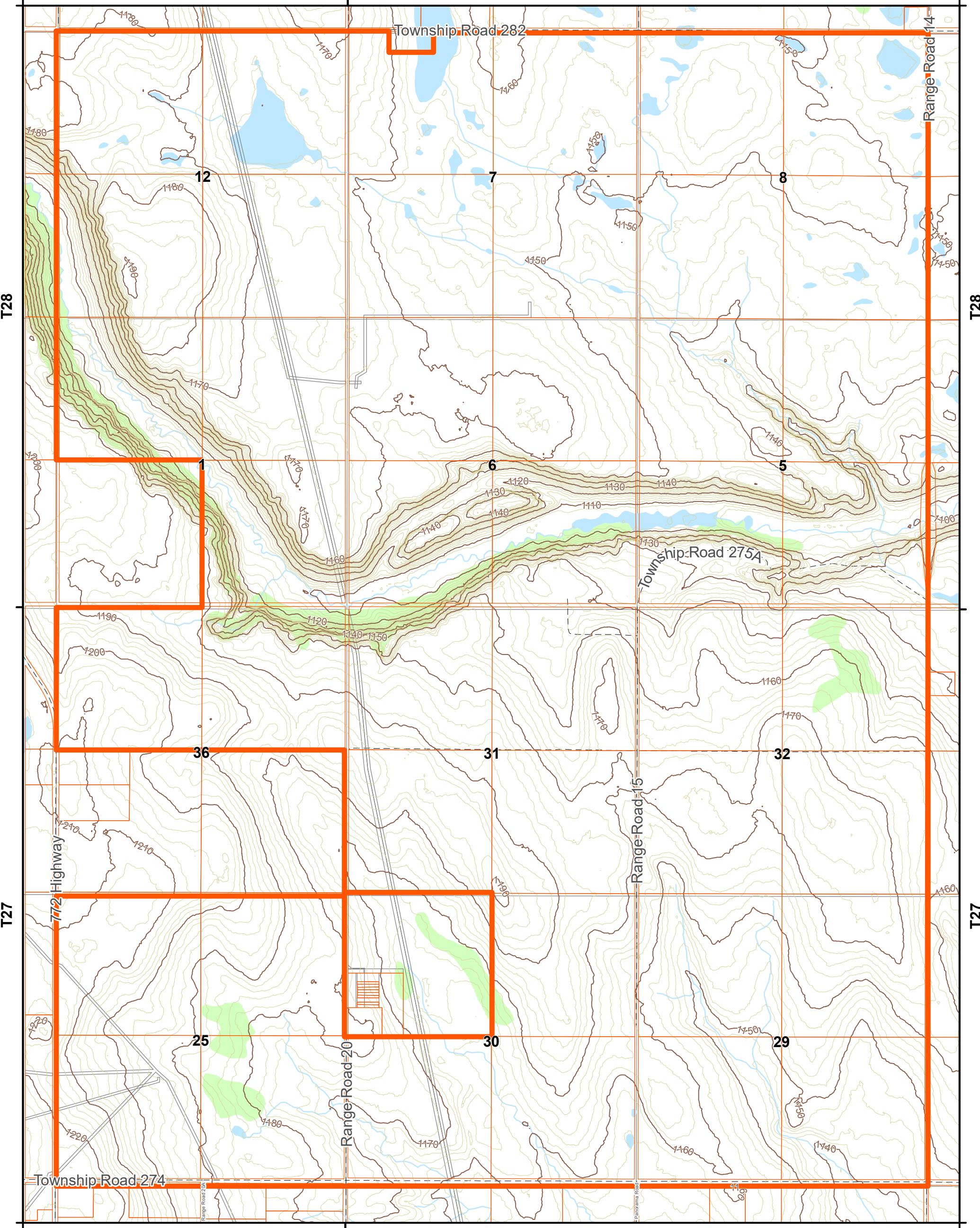
TWP RD 271

TWP RD 281

Soderglen Ranch

R2









R1

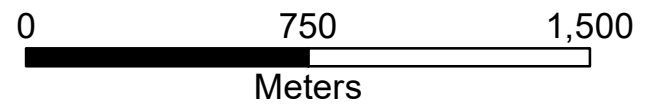


R2

R1

Legend

-  Area Boundary
-  ParcelPolygons_Clip
-  Index Contour
-  Intermediate Contour
-  Roads
-  River
-  Lake
-  Vegetation



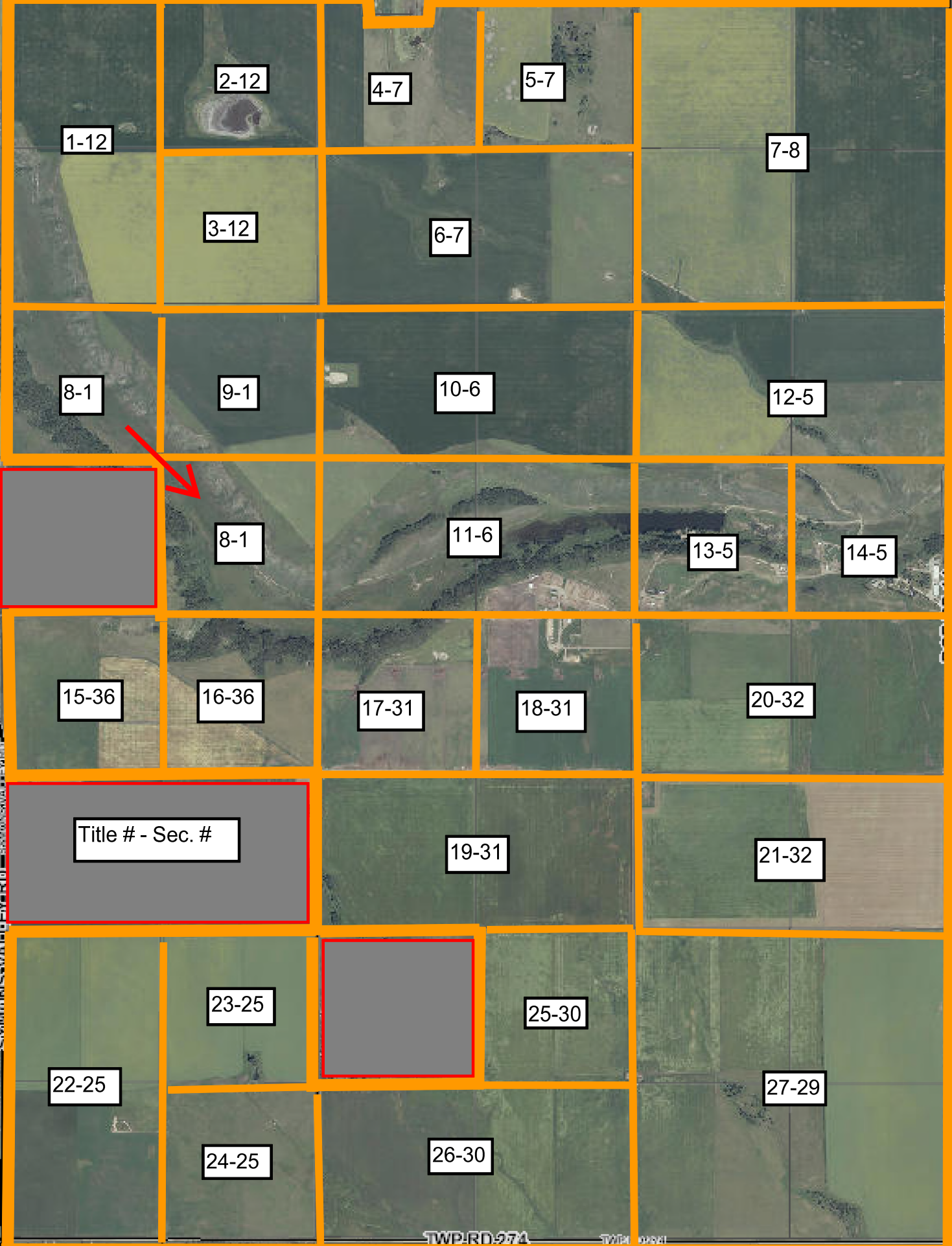
Notes:
 Projection: NAD 83 UTM Zone 11
 Contour Interval: 2m
 Map Date of Creation: June 19, 2023

August 1, 2023

STRICTLY PRIVATE AND CONFIDENTIAL

Soderglen Ranches Ltd.
Business Sale Solicitation

Schedule A – Sale Assets



Title # - Sec. #

SWANSON VALLEY RD

This Schedule provides a breakdown of individual quarter sections that correlates with the Block and Parcel maps. Certain quarters are combined on one title as noted. If a buyer wishes to purchase a Block that has quarters outside the desired Block, those outside parcels could possibly be separated to a new title.

All information on this schedule has been obtained from sources believed to be reliable but all users are advised to establish the accuracy and completeness of this information for their purposes

							Title Charges				
	MAP & TITLE REF.		Quarter Section	TITLE #	ACRES	TOTAL BLOCK ACRES	COMMENTS	O+G Lease	Mtge	URW	Other
Block 1 NW	1	12	NW 12-28-2 W5M	871034981W	160		Two quarters - one title				
	1	12	SW 12-28-2 W5M	871034981W	160		Two quarters - one title				
	2	12	NE 12-28-2 W5M	871034981Y	160			Yes	Yes		
	3	12	SE 12-28-2 W5M	871034981X	160			Yes	Yes		
	4	7	NW 7-28-1 W5M	941234690	153				Yes		
	6	7	SW 7-28-1 W5M	871034981R	160		Joint title with Parcel 6-7 NE Block	Yes	Yes		Ducks Unlimited
	8	1	NW 1-28-2 W5M	971220737	160		Joint title with Parcel 8-1 Centre Block	Yes	Yes		
	9	1	NE 1-28-2 W5M	971220737+1	160			Yes	Yes		
	10	6	NW 6-28-1 W5M	971220789	160	1,433	Joint title with Parcel 10-6 NE Block	Yes			
	Block 2 NE	5	7	NE 7-28-1 W5M	941089497	160					
6		7	SE 7-28-1 W5M	871034981R	160		Joint title with Parcel 6-7 NW Block	Yes	Yes		
7		8	NE 8-28-1 W5M	871034981S	160		One title - 4 quarters	Yes	Yes		
7		8	NW 8-28-1 W5M	871034981S	160		One title - 4 quarters	Yes	Yes		
7		8	SE 8-28-1 W5M	871034981S	160		One title - 4 quarters	Yes	Yes		
7		8	SW 8-28-1 W5M	871034981S	160		One title - 4 quarters	Yes	Yes		
12		5	NE 5-28-1 W5M	971220786	160						
12		5	NW 5-28-1 W5M	971220786	160		3 bins				
10		6	NE 6-28-1 W5M	971220789	160	1,440	Joint title with Parcel 10-6 NW Block				
Centre Block 3	11	6	SE 6-28-1 W5M	971220780+1	160		One title - 2 quarters			Yes	Water Res. Act
	11	6	SW 6-28-1 W5M	971220780+1	160		One title - 2 quarters			Yes	Water Res. Act
	13	5	SW 5-28-1 W5M	181116009	160		Owned by Stan and Jane Grad			Yes	
	14	5	SE 5-28-1 W5M	181115979+1	156					Yes	
	17	31	NW 31-27-1 W5M	871034981D	160			Yes	Yes		
	18	31	NE 31-27-1 W5M	871,034,981 F	160				Yes	Yes	
	20	32	NE 32-27-1 W5M	871034981G	160			Yes		Yes	
	20	32	NW 32-27-1 W5M	871034981G	160	1,276		Yes		Yes	

Land Base by Title and Block Reference

This Schedule provides a breakdown of individual quarter sections that correlates with the Block and Parcel maps. Certain quarters are combined on one title as noted. If a buyer wishes to purchase a Block that has quarters outside the desired Block, those outside parcels could possibly be separated to a new title.

All information on this schedule has been obtained from sources believed to be reliable but all users are advised to establish the accuracy and completeness of this information for their purposes

	MAP & TITLE REF.		Quarter Section	TITLE #	ACRES	TOTAL BLOCK ACRES	COMMENTS	Title Charges			
								O+G Lease	Mtge	URW	Other
Centre Block 3.a	8	1	SE 1-28-2 W5M	971220737	160		Joint title with Parcel 8-1 NW Block	Yes	Yes		
	15	36	NE 36-27-2 W5M	871034981M	160					Yes	
	16	36	NW 36-27-2 W5M	871034981L	160	480		Yes			
SW Block 4	22	25	NW 25-27-2 W5M	871034981I	159			Yes	Yes	Yes	
	22	25	SW 25-27-2 W5M	871034981I	159			Yes	Yes	Yes	
	23	25	NE 25-27-2 W5M	871034981K	160				Yes	Yes	
	24	25	SE 25-27-2 W5M	871034981J	160				Yes	Yes	
	26	30	SW 30-27-1 W5M	981027413	159	797	Joint title with Parcel SE-30 SE Block	Yes	Yes		
SE Block 5	19	31	SE 31-27-1 W5M	871034981E	160		One title - 2 quarters	Yes	Yes		
	19	31	SW 31-27-1 W5M	871034981E	160		One title - 2 quarters	Yes	Yes		
	21	32	SE 32-27-1 W5M	871034981H	160		One title - 2 quarters				
	21	32	SW 32-27-1 W5M	871034981H	160		One title - 2 quarters				
	25	30	NE 30-27-1 W5M	981027413+1	160						
	26	30	SE 30-27-1W5M	981027413	159		Joint title with Parcel SW-30 SE Block		Yes		
	27	29	NE 29-27-1 W5M	871034981	160				Yes		
	27	29	NW 29-27-1 W5M	871034981	160				Yes		
	27	29	SE 29-27-1W5M	871034981	159				Yes		
	27	29	SW 29-27-1 W5M	871034981	159	1,597			Yes		
					7,022	7,022					

Soderglen Ranches Ltd.
2023 Cropped Acres

CONFIDENTIAL BUSINESS INFORMATION
July/23

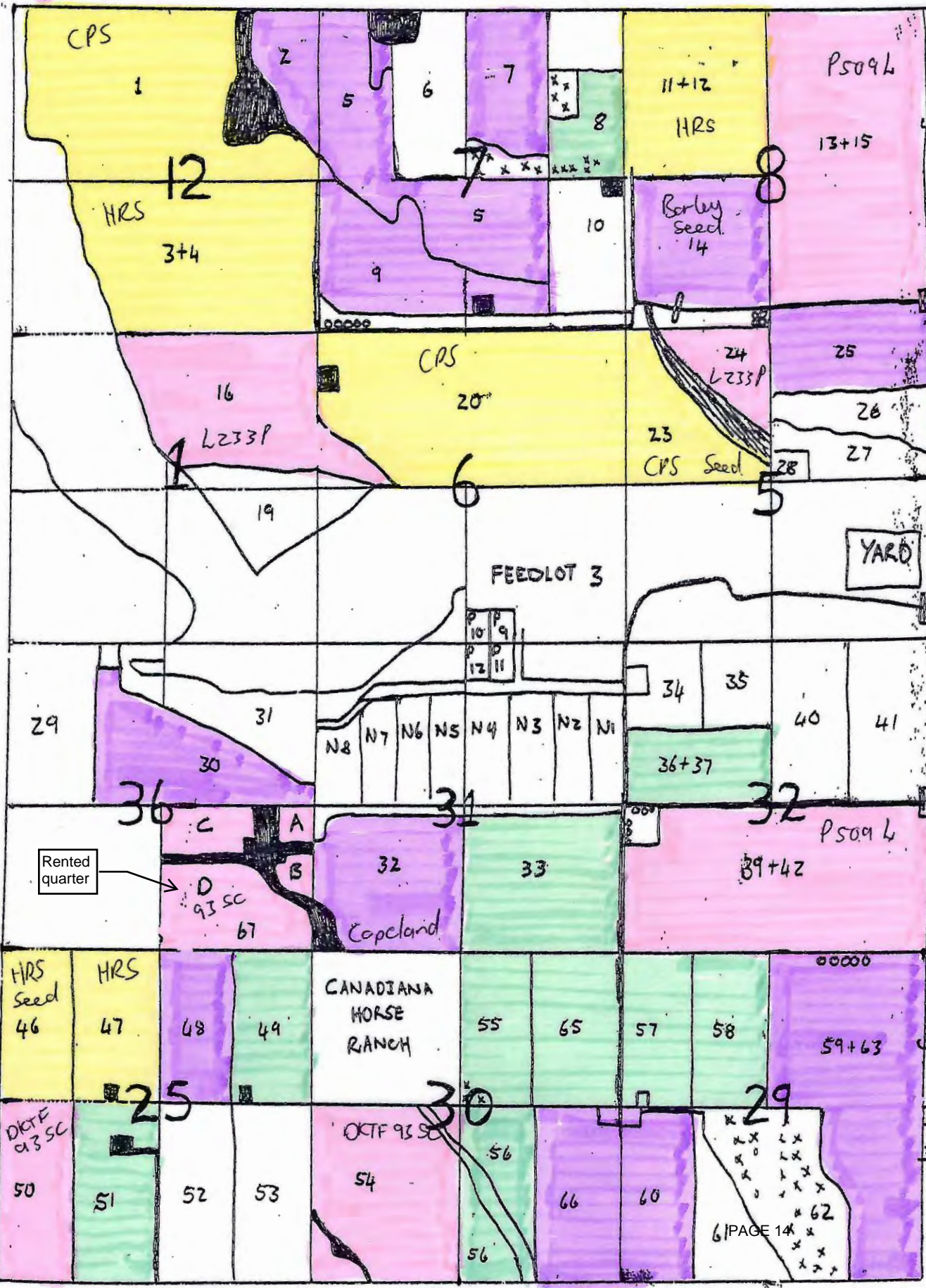
This Schedule provides a breakdown the Company's 2023 Cropping Plan that correlates with the Feild Map. Note 2 quarters included below are subject to an annual rental arrangement. Field #51 has not been farmed for a number of years but is being prepped for farming next year.

All information on this schedule has been obtained from sources believed to be reliable but all users are advised to establish the accuracy and completeness of this information for their purposes

Legal Land Desc	Field ID	Acres	2023 Crop	Variety
NW 1/2 12-28-2-W5	#1	197	CPS wheat	Accelerate
NE12-28-2-W5	#2	67	barley	Sirish
S12-28-2-W5	#3,#4	251	HRS wheat	Redberry
NW7-28-1-W5	#5	124	barley	Sirish
NE7-28-1-W5	#7	65	barley	Sirish
S7-28-1-W5	#9	129	barley	Sirish
NW8-28-1-W5	#11,#12	158	HRS wheat	Redberry
E8-28-1-W5	#13,#15	312	LL canola	Invigor L233P
SW8-28-1-W5	#14	152	barley	Sirish cert
NE1-28-2-W5	#16	146	LL canola	Invigor L233P
NW6-28-1-W5	#20,#21,#22	270	CPS wheat	Accelerate
NW5-28-1-W5	#23	100	CPS wheat	Accelerate cert
NW 5-28-1-W5	#24	46	LL canola	Invigor L233P
NE5-28-1-W5	#25	73	barley	Sirish
NW36-27-2-W5	#30	101	barley	Sirish
SW31-27-2-W5	#32	146	cereal silage	Advantage/Sadash
SE31-27-2-W5	#33	151	cereal silage	Advantage/Sadash
NW32-27-1-W5	#36,#37	73	cereal silage	Advantage/Sadash
S32-27-1-W5	#39,#42	305	LL canola	P509L
WNW25-27-2-W5	#46	77	HRS wheat	Redberry cert
ENW25-27-2-W5	#47	85	HRS wheat	Redberry
WNE25-27-2-W5	#48	79	cereal silage	Advantage/Sadash
ENE25-27-2-W5	#49	69	cereal silage	Advantage/Sadash
SW25-27-2-W5	#50	66	RR canola	DKTF 93SC
SW30-27-1-W5	#54	134	RR canola	DKTF 93SC
WNE30-27-1-W5	#55	70	cereal silage	Advantage/Sadash
WSE30-27-1-W5	#56	76	cereal silage	Advantage/Sadash
NW29-27-1-W5	#57	77	cereal silage	Advantage/Sadash
N29-27-1-W5	#58	91	cereal silage	Advantage/Sadash
E29-27-1-W5	#59,#63	235	barley	Sirish
WSW29-27-1-W5	#60	81	barley	Sirish
NW4-28-1-W5 - RENTED NOT ON CROP MAP [1]	#64	120	barley	Sirish
NE:30-27-1-W5	#65	73	cereal silage	Advantage/Sadash
ESE30-27-1-W5	#66	81	barley	Sirish
SE36-27-2-W5 - RENTED [2]	#67 Garvin	136	RR canola	DKTF 93SC
SW25-27-2-W5 - BEING PREPARED FOR NEXT YR.	#51			
TOTAL 2023 CROPPED ACRES			4,416	

[1] Ken Dixon 120 acres @ \$95 payable on December 1 of each year

[2] Garvin Clayton 140 acres @ \$75 payable on July 1 of each year (actual acres farmed is approx. 136 acres and there were discussions about increasing the \$75 to \$95)



This Schedule provides a listing of major pieces of equipment (> \$10,000 original cost) with available information. For buyers interested in purchasing the equipment in conjunction with a land purchase, a final inventory of equipment to be included and sale values will be determined as part of the deal negotiation process. The Company is currently not entertaining offers for the equipment alone.

All information on this schedule has been obtained from sources believed to be reliable but all users are advised to establish the accuracy and completeness of this information for their purposes

DESCRIPTION	S/N	Original Cost	Operating Hours	Mileage KM
2017 Jaguar 850 (forage harvester)	49601873	419,500	568 Engine hrs 994	
2017 Case IH 9240 combine	YGG233222	405,000	Thrashing hrs 757 Engine hrs 1183	
2017 Case IH 9240 combine	YGG233238	390,000	Thrashing hrs 892	
2018 Penta 8030 with Peterbilt - Feedtruck (plate 88L 032)	2NP3LJ9X3JM486259	260,000	7,700	
2015 JD 9570R tractor	1RW9570RLFP052175	200,000	2,354	
2018 Case 621 GXR with grapple bucket	JEEN0621HJF244364	193,400	5,160	
2013 Case IH 621 FXR Grapple/bucket	NDF220174	188,000	7,250	
2007 Peterbilt bale truck (plate 41 P860)	1NPALU9X57D741727	137,065		363,427
2010 JD R450 Self Propelled WR, Honey Bee WS-30	1E0R450XPAA360681	127,827	2,306	
2022 Tower trailer 6040 tri-axle (End Dump)	2ATN06168NU150068	110,000		
2000 Kenworth T800 w/bunk - White (plate 12J 193)	1XKDD9X4YR959480	105,213		1,117,036
00 John Deere 8210 Tractor	RW8210P002146	89,000	11,294	
2004 JD Grader (+ mechanical inspection)	DW772CH591905	87,950	12,791	
2017 F450 + Grill guard (plate 43K 623)	1FT8W4DT1HEB96395	74,502		192,492
2000 Kenworth T800B T/A truck Tractor (plate D3K 943)	1XKDD09X1YR960414	48,000		609,830
2017 Header pickup (on Jaguar 850) PU 380 Pro	i3504386	40,000		
2013 JD 995 Rotary Platform 16'	1E00995SCDD391024	37,775		
2018 Ford F150 (Charl, plate BBT 9657)	1FTEW1EP2JKE41957	35,806		98,100
2000 Western Star - Water Truck (plate 88L 081)	2WLPCDCJ0YK964302	35,516		744,722
1988 Ford Gravel Truck (+ costs to drive from BC)	1FDZY82A1JVA37255	25,106		280,000
2010 Doepker trailer (lead)	#2DEGBSA34A1025744	23,500		
2010 Doepker trailer (pup)	#2DEGBSA34A1025745	23,500		
2011 F450 - Fuel Truck (plate 37F 214)	1FD0X4HY6BEB49916	21,995		265,661
2012 GMC Sierra SLE (Jared, plate BEF4DNR)	3GTP2VE70CG121347	19,700		290,000
2002 Ford F250 SRW (plate 96J 051)	1FTNW21L72ED51048	17,269		193,141
1997 Ford F250 cab & chassis (Service truck, plate 35J 025)	1FDKF38F2VEA84653	17,000		261,520
2011 Ford 150 (Red Mtce truck, plate TBX 000)	1FTFW1ET2BFB63184	15,850		165,430
1990 GMC Pumpertruck (firetruck)	1GDL7D1E4LV504998	14,000		7,919
JD 843 Farm Loader (on 8210 tractor)	W00843X001836	12,000		
Deck for '17 F450, with toolboxes		11,624		

This Schedule provides a listing of major pieces of equipment (> \$10,000 original cost) with available information. For buyers interested in purchasing the equipment in conjunction with a land purchase, a final inventory of equipment to be included and sale values will be determined as part of the deal negotiation process. The Company is currently not entertaining offers for the equipment alone.

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Description	Original Cost	S/N	OPTG HRS
Grain Mill	452,146		
Bourgault 3320 Air Drill with 7700 tank	420,000	41757PH-13	
John Deere R4038 (sprayer)	319,650		2,174
2016 Macdon FD 75 - 35' (Pea Auger)	96,500	2897274-17	
2012 JD Windrower	90,000	1E0D450XECC381608	
2015 JD 630D Draper Header (incl with windrower)		1H00630DPFS775068	
Used 2014 Macdon FD-75 straight cut header	79,000	258056-14	
Degelman LR8080 84' Landroller	72,750	#4908	
2016 Brandt 70' Heavy Harrow	58,200	1502916	
2019 JBS Manure Spreader with new beater tips	57,500	MSVP136-590	
2022 Brandt auger	55,000	149525-22	
2001 Stability King III End Dump Triaxle Trailer (Grain)	46,480	2C9T3CEA023161156	
2001 Stability King II End Dump Triaxle Trailer (Feedlot)	44,970	2C9TBCEA813161114	
2016 JD 530D Header	40,000	1E0530DXHGG420005	
Truck Scale & printer	36,295		
Brandt 5000EX Grain Vac	35,000	14736622	
2016 Brandt Auger	30,000	12041916	
Used Unverferth 9200 1000bu Grain Cart	29,900	B20000122	
Vermerr BPX 9000 Bale Processor	25,000	NRA201ROJ	
41' 820 Flexicoil 12" spacing Cultivator	22,500	R061729	
2023 JD Z950M Mower	22,008	1TC950MDJPT120575	30
Schulte 2500 Rock Picker	21,000	R10011404902	
Mainero Grain Bagger Model 2230 STk 084559	19,700	2002	
Auger - Meridian TL 10x39 FE with spout	19,644	36-08254	
Richiger Grain Bag Unloader	19,083		
JD Diesel Genset 60 KW Katolight in skidded building	18,900	651369-96694-0304	
Smoky Trout Farm - Lake Aeration system	16,716		
Intelligent AG drill system	16,500		
Windy Ridge Ultrasound - Silencer Squeeze	14,477		
14200 Gallon Stainless Steel water tank	14,200		
JD Diesel used genset with 8x10 skidded shack	13,400	C082795/09	
2 8' wireless auger systems, for super B trailer	10,770		
Sullair Air Compressor	10,000	200606220041	

Centre Block 3 is home to the feedlot, farming and ranching facilities, homes and is the center of business operations for the Company and contains the majority of site improvements.



The cattle feeding operation consists of about a dozen smaller pens and several large pens all with automatic waterers, continuous pour feed bunks. See additional information elsewhere on the feedyard facilities.

Site improvements include:

- Feed mill
- Water plant
- Water wells
- Head office facility
- 2 – 2,400 sf Quonsets
- 17,600 sf Machine shed
- 12,800 sf Machine storage
- 3,800 sf barn
- 3,200 sf barn
- 9,600 sf Sales barn
- Processing barn
- Foreman's house
- Five employee residences
- Over 30 grain bins with a capacity of over 100,000 bushels.

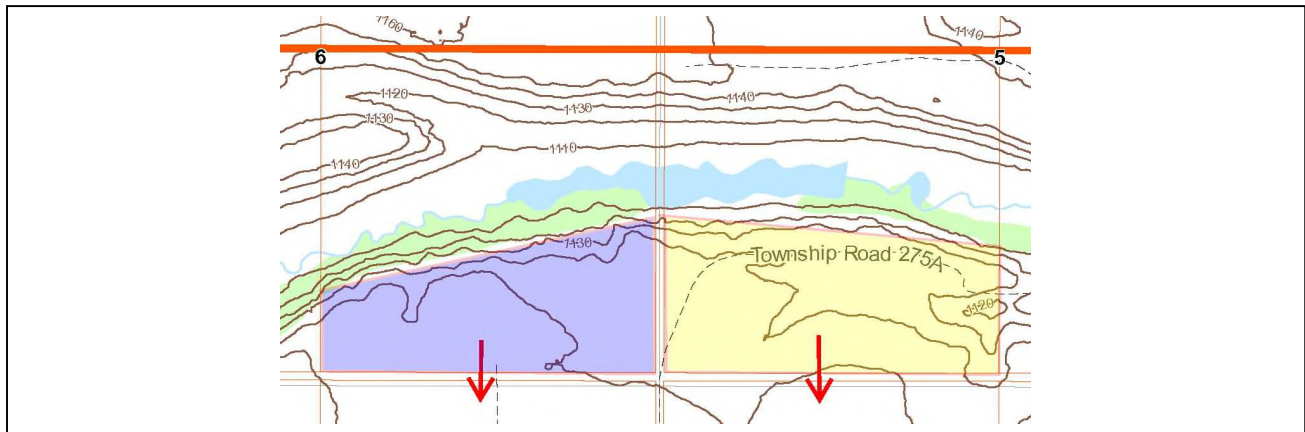
SW 5 in Centre Block 3 is the location of a beautiful walk out estate home on the shores of a pond on Writing Creek complete with a 4-car garage. The main floor is 4,100 sf, with a fully developed walkout lower level, and has many custom estate home features, including an elevator and other exceptional finishing elements. The open concept kitchen and living area looks out onto the pond. The house is completely fenced and features mature trees and other exceptional landscaping features. The Writing Stone Creek ravine has many exceptional aspects including wild fowl nesting areas and other unique features.

As explained elsewhere (See Boundary Adjustments section) the boundary for the property on which the estate home is located is being realigned to create a stand-alone parcel configured to take maximum advantage of landscape and other features. This will make the estate home and land base an asset which could be sold separately.

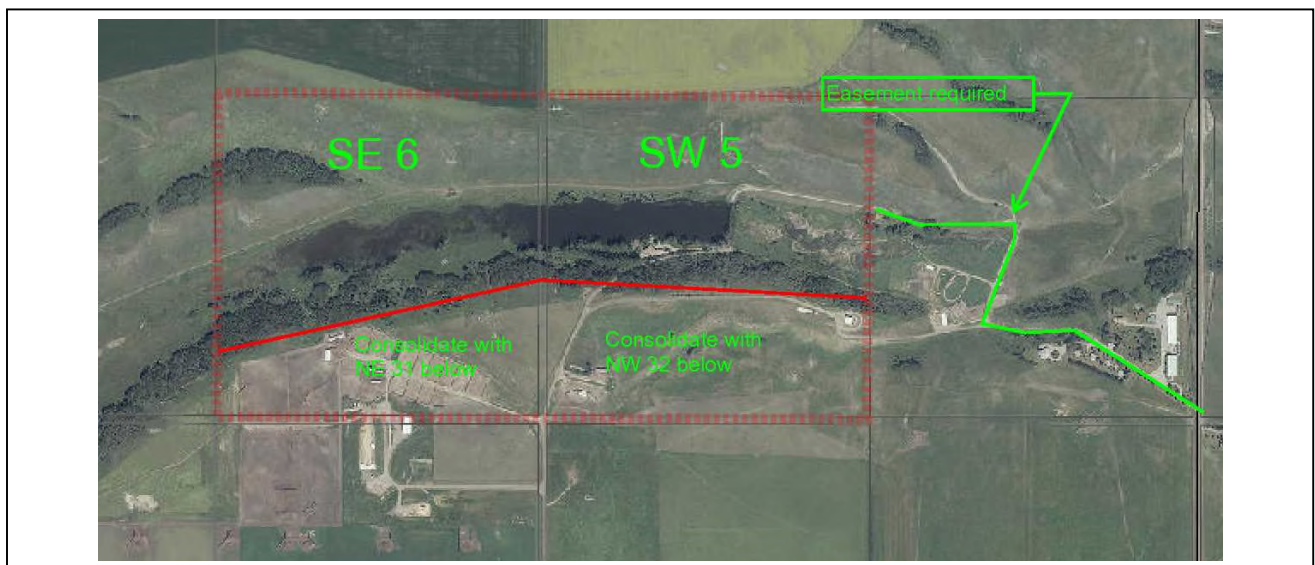
There are 3 boundary adjustments and an easement creation underway by the Company. Depending on the nature and timing of prospective buyer interest in the land base these initiatives may or may not be finalized.

1. Stan and Jane Grad home quarter [SW 5-28-1-W5].

This quarter section is personally owned and is the location of the estate home occupied by Stan and Jane. Feedlot facilities are located on the southerly portion of the quarter. A swap and boundary adjustment is underway that would see the southerly portion of SW 5 consolidated with the quarter below (NW 32) and a portion of SE 6 consolidated with NE 31 below. Below is a map illustrating the



concept. Exact details are being confirmed. This realignment will facilitate creation of a logical parcel configuration for the estate home and the remainder lands in SE 6 and NW 5 that is consistent with topography and other landscape elements.

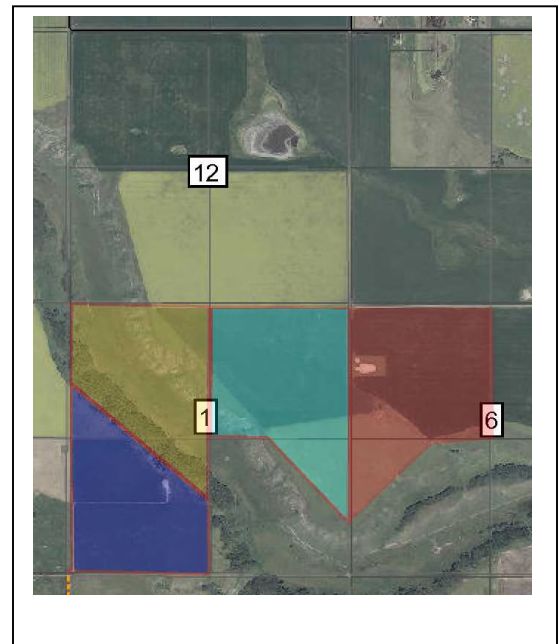
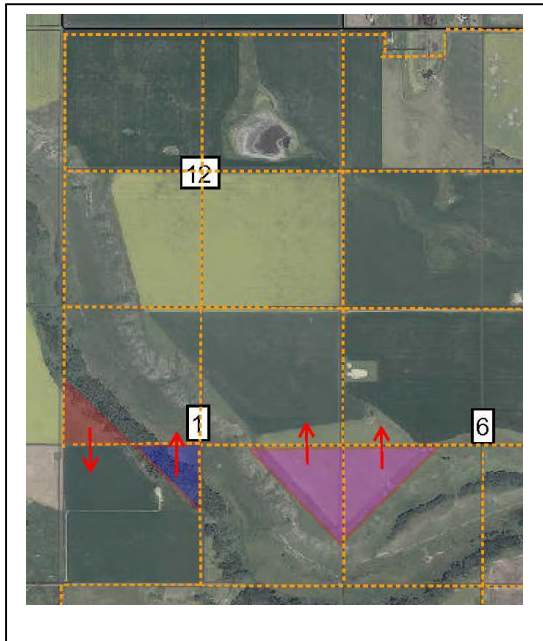


2. The estate house in SW 5 is accessed via a private road that traverses SE 5 from Range Road 14. In the event the above boundary adjustment proceeds, or if there is another reason to provide legal

access to SW 5, an easement will be placed on the existing road through SE 5 approximately as noted on the attached map and as depicted above.

3. A logical swap with a neighbour affecting the NW Soderglen lands is underway. Equal acreage in NW 1-28-1-W5 owned by the Company is being swapped with the neighbour in SW 1-28-2-W5.
4. Company lands in SW 1-28-1-W5 and SE 6-28-1-W5 are being consolidated with titles to the north to align the titles with the topography of the adjacent parcels.

The pre and post scenarios for #2 and #3 above are depicted below.



CONFIDENTIAL BUSINESS INFORMATION

Soderglen Ranches Ltd.
Other Sale Assets

July/23

Inventories

At closing sale inventories will consist of:

- Cattle
- Feed
- Grain
- Horses

It is proposed that an estimated quantity and sale price for inventories will be established in accordance with terms to be documented in a mutually agreeable Letter of Intent and eventually in definitive agreements between buyer and seller on mutually agreeable terms.

For illustration purposes only, inventory quantities at then current values as at December 31 are noted below. Actual inventory to be included in a sale transaction will be determined as a point in time determination and based on buyer and seller intentions and objectives.

	2022		2021	
Beef cattle				
Commercial heifers	617 \$	1,141,450	943 \$	1,320,200
Commercial steers	350	630,000	50	75,000
Cull cows	250	450,000		-
		<u>2,221,450</u>		<u>1,395,200</u>
Feed and grain				
Barley - feed bu	135,000	1,214,994	16,000	143,219
Silage - tonnes	8,000	680,000	6,000	510,000
Canola - bu	19,515	370,785		-
Hay - bales	1,500	262,500	500	87,500
Straw - bales	6,000	240,000	2,000	80,000
Wheat - bu	19,299	212,289	15,630	156,300
		<u>2,980,568</u>		<u>977,019</u>
Purebred cattle for resale				
Purebred bulls for resale	1,070	4,790,000	1,243	5,085,000
Heifers for resale	750	1,380,000	732	2,196,000
		<u>6,170,000</u>		<u>7,281,000</u>
		<u>\$ 11,372,018</u>		<u>\$ 9,653,219</u>

Other Equipment

It is proposed a process for establishing an inventory of other fixed assets to be sold, in addition to those listed on the Major Equipment schedules, and a selling price for such other assets will be established in accordance with terms to be documented in a mutually agreeable Letter of Intent. This list will include minor farming and ranching assets as well as office equipment and other furniture and fixtures which are mutually agreed to be bought/sold.

Working Capital

It is proposed a process for establishing working capital items (prepaid expenses, crop inputs, and such) items and value for same that are of continuing value to a buyer, will be established in accordance with terms to be documented in a mutually agreeable Letter of Intent.

Sundries, Spare Parts, Fuel and Other Consumables

It is proposed a process for establishing quantities and value for such items, that are of continuing value to a buyer, will be established in accordance with terms to be documented in a mutually agreeable Letter of Intent.

August 1, 2023

STRICTLY PRIVATE AND CONFIDENTIAL

Soderglen Ranches Ltd.
Business Sale Solicitation

Schedule B – Information disclaimer and
confidentiality agreement

DISCLAIMER, NOTICE OF CONFIDENTIALITY & FURTHER CONTACT

All information to be provided to you pertaining to the possible sale of the business and/or assets of **Soderglen Ranches Ltd.** (the “Company”) contained in the virtual data room (the “Soderglen Data Room”) and otherwise (“together the Soderglen Information”), has been compiled jointly by (the Company and Baker Tilly Catalyst¹ (“BTC”), solely for general information purposes.

- The Soderglen Information has been prepared to assist the recipient in learning about the Company but does not purport to contain all information that a recipient may require for their purpose.
- BTC has not verified any of the information contained herein.
- No representations or warranties are made or implied by the Company or BTC with respect to the Soderglen Information. Anyone wishing to pursue a further investigation of the matters dealt with herein will be provided with such other information as mutually agreed upon. Any eventual agreements between the parties concerning these matters will contain such representations and warranties as agreed to between the parties, and will supersede prior representations and warranties, if any.

By accepting the Soderglen Information, the recipient acknowledges and agrees that:

- All such information provided or made available in connection with a further investigation of the Company is confidential and will be treated in a confidential manner pursuant to a separate undertaking by the recipient in this regard, and recipient agrees to enter into such confidentiality, non-disclosure and non-solicitation agreements as the Company and BT may request prior to any information being made available. All advisers and agents of the recipient must be bound to such agreement terms.
- The Company and BTC do not make any representation or warranty as to the accuracy of the Soderglen Information and shall have no liability for any representation (expressed or implied) contained in, or for any omissions from, the Soderglen Information or any other written or oral communication transmitted to the recipient during its due diligence on the Company.
- If the recipient does not wish to pursue this matter, or upon our request, the recipient will cease to access the Soderglen Data Room and will destroy all Soderglen Information in the recipient’s possession in any form or format, as soon as practicable, together with any other materials relating to the Company which the recipient may have received from the Company or BTC in any format that such information might be possessed by the recipient, without retaining any copies. Any proposed actions by the recipient that are inconsistent in any manner with the foregoing agreements will require the prior written consent of the Company and BTC.
- In providing access to the Soderglen Data Room or furnishing the Soderglen Information neither the Company nor BTC assume any obligation to provide the recipient with further information.

BTC partner Cam Crawford has been retained by the Company as a transaction advisor to initiate contact and manage the process with prospective purchasers regarding the potential sale of the Company, pursuant to a prescribed process that will be overseen by legal counsel for the Company.

Under no circumstances shall the recipients, their officers, directors, employees, agents and/or professional advisors make contact with the shareholders, management, employees, customers or suppliers of the Company unless they have received prior written permission from BTC.

All communications relating to the above matters should be directed to:

Baker Tilly Catalyst

330, 205 Quarry Park Blvd. SE
Calgary, AB
T2C 3E7

Cam Crawford
(403) 860-3509
ccrawford@bakertilly.ca

The above terms and conditions governing our purchase investigation of the Company, including receipt of the Soderglen Information and being provided access to the Soderglen Data Room are hereby acknowledged and agreed.

Recipient Party Name

Authorized Signatory

Date

¹ Baker Tilly Catalyst Land Inc.

**CONFIDENTIALITY, NON-DISCLOSURE AND
NON-SOLICITATION AGREEMENT**

This Agreement and Acknowledgement made effective as of _____, 2023.

AMONG:

_____ (the "**Recipient Party**")

- and -

Soderglen Ranches Ltd., a body corporate formed pursuant to the laws of the Province of Alberta (the "**Disclosing Party**")

WHEREAS the Recipient Party has expressed an interest in engaging in discussions with Disclosing Party related to a potential acquisition by the Recipient Party of some or all of the business interests of Disclosing Party comprising the farming and ranching operations of the Disclosing Party (the "**Potential Transaction**");

AND WHEREAS, on the condition that the Recipient Party enter this Agreement, Disclosing Party has agreed to provide the Confidential Information for the sole purpose of facilitating the Recipient Party's ability to evaluate and to proceed with the Potential Transaction.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions**

In this Agreement, the following terms shall have the meanings set forth below:

"**Affiliate**" means, in respect to a Person, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with, such first Person and "**control**" shall mean the ability to appoint a majority of the members of a Person's board of directors or similar management body or the ownership of a majority of a Person's issued voting capital;

"**Business**" means the cattle and farming businesses carried on by Disclosing Party directly and indirectly, in the Territory;

"**Confidential Information**" means any and all written or oral information, and whether or not on paper or in electronic form, whether or not marked or identified as confidential, disclosed following the execution of this Agreement and disclosed to the Recipient Party or any of the Recipient Party's Representatives by Disclosing Party or any of its representatives, which contains or otherwise reflects information concerning Disclosing Party or its business, affairs, financial or other condition, corporate status, assets, liabilities, operations, prospects or activities and specifically includes, without limitation, reports, analyses, documents, financial information, budgets, forecasts, engineering reports, environmental reports, evaluations, legal opinions, names of operations, contracts, customer lists and information, supplier lists and information, employees, contractors, management and shareholders, and other data or information pertaining in any way

whatsoever to Disclosing Party and any other documents prepared by the Recipient Party or the Recipient Party's Representatives in connection with the review and evaluation of any of the foregoing information provided to the Recipient Party or the Recipient Party's Representatives or otherwise prepared by the Recipient Party or the Recipient Party's Representatives pursuant to or in furtherance of evaluating and/or proceeding with a Potential Transaction, but excluding for certainty information that is of the kind described in section 5 hereof;

"**Parties**" means the parties to this Agreement and "**Party**" means any one of such Parties;

"**Person**" includes any individual, company, corporation, firm, partnership, joint venture, association, organization, trust, government or any department or agency thereof (in each case, whether or not having separate legal personality);

"**Representative**" means any Person that receives Confidential Information from Disclosing Party on behalf of the Recipient Party, including without limitation, the directors, officers, employees, professional consultants, contractors, legal counsel, accountants, advisors or agents of the Recipient Party or any of its Affiliates; and

"**Territory**" means the provinces of Alberta, British Columbia, Saskatchewan, Manitoba and Ontario.

2. **Proprietary Nature of Confidential Information**

The Recipient Party agrees that all Confidential Information is confidential and proprietary to Disclosing Party and will be so treated by the Recipient Party and the Recipient Party's Representatives and shall remain the property of Disclosing Party. The Recipient Party acknowledges the commercial sensitivity of the Confidential Information, and expressly agrees that, but for the entering into of this Agreement by the Recipient Party, Disclosing Party would not disclose any Confidential Information to the Recipient Party.

3. **Confidentiality Requirements**

- (a) The Recipient Party agrees that; (i) all Confidential Information shall be kept in strict confidence and shall not be used, dealt with or exploited for any purpose other than to evaluate and to proceed with the Potential Transaction and not for any other business or competitive purpose; (ii) none of the Confidential Information shall be disclosed to any Person other than the Recipient Party's Representatives who are directly involved in and require access to such Confidential Information in connection with the Potential Transaction; and (iii) Confidential Information may only be disclosed to such Recipient Party's Representatives provided each such Person is first advised of the confidential nature of the Confidential Information and is obliged (whether by virtue of their employment with the Recipient Party or contractual relationship with the Recipient Party) to keep such information in strict confidence and in respect of whom the Recipient Party agrees that any Confidential Information will be kept in strict confidence and shall not be used, dealt with, exploited or disclosed other than as contemplated herein and in strict accordance herewith. The Recipient Party shall be liable for any breach of this Agreement by any of the Recipient Party's Representatives or any other Person to whom the Recipient Party or its Representatives provide Confidential Information, whether in accordance with this Agreement or in breach thereof.

- (b) The Recipient Party agrees it will not contact or conduct any enquiries with any of Disclosing Party's officers, employees, suppliers or customers or creditors or with other persons having any Business relationship with Disclosing Party or any agent or representative of any of the foregoing unless and until specifically authorized in writing by Disclosing Party to do so. For the purpose of the preceding sentence, the Recipient Party is hereby authorized to discuss the Confidential Information and the Potential Transaction with Cam Crawford of Baker Tilly Catalyst.
- (c) Subject to subsection 3(a), the Recipient Party agrees that it will not disclose any information related to or indicative of the fact that this Agreement exists or that discussions regarding a Potential Transaction are taking place, except as consented to in writing by Disclosing Party or as required by applicable law, regulation or legal process, and then only after compliance with the provisions of section 9 below.
- (d) Subject to sections 4 and 7, the Recipient Party agrees that the obligations of confidentiality and restricted use established by this section 3 shall expire, as the case may be with respect to any particular Confidential Information delivered hereunder, on the date that is four (4) years from the date of this Agreement, unless the Parties reach a Definitive Agreement, as described in section 10, in which case Recipient Party may disclose any Confidential Information it desires.
- (e) For certainty, any professional consultants, contractors, legal counsel, accountants, advisors or agents (collectively, "**Retained Advisors**") retained by the Recipient Party or its Affiliates that receive Confidential Information hereunder are authorized hereby to only utilize Confidential Information for the exclusive benefit of the Recipient Party and for no other Person. In the event that a Retained Advisor is no longer retained by the Recipient Party or an Affiliate, the Retained Advisor shall be deemed to have received notice from Disclosing Party that all Confidential Information in their possession shall be dealt with in accordance with section 6. Subject to the foregoing, nothing herein shall preclude a Retained Advisor from being retained by any other Person.

4. **Third Party Confidentiality Obligations**

- (a) In respect of any Confidential Information relating to a person other than Disclosing Party, including the contractual, financial and Business relationships between Disclosing Party and any other person, which could include government, the Recipient Party agrees, for the benefit of such other person (the "**Third Party**"), to keep, and agrees to cause its Representatives to keep, all such Confidential Information relating to each such Third Party confidential and not to disclose same except in accordance with the terms of this Agreement.
- (b) In respect of any Confidential Information relating to any Third Party, including contractual, financial and business information, that is disclosed to the Recipient Party and that is subject to obligations of confidentiality on the part of Disclosing Party to any Third Party that have been expressly communicated to the Recipient Party pursuant to Section 4(c) hereof, the Recipient Party agrees, for the benefit of each such Third Party, to comply, and to cause each of its Representatives to comply, with such confidentiality obligations as if, and to the extent that, such confidentiality obligations were directly binding on the Recipient Party and its Representatives.

- (c) Disclosing Party hereby confirms that it has no current intention to disclose to Recipient Party any Confidential Information that is subject to obligations of confidentiality on the part of Disclosing Party to any Third Party as contemplated in section 4(b), and will not disclose any such Confidential Information without first informing the Recipient Party of such obligations (and the nature and scope of such obligations in reasonable detail) and allowing the Recipient Party to, in each case, refuse to receive any such Confidential Information and by so refusing, to avoid becoming subject to such obligations;
- (d) Without limiting the generality section 4(a), Disclosing Party may assign to and in favour of any such Third Party any of the rights, powers and privileges of Disclosing Party under this Agreement and may assist any such other person in the enforcement of such rights and remedies, to which the Recipient Party is hereby deemed to consent and agree.

5. **Exceptions to Confidentiality Requirements**

Subject to section 4(b), the confidentiality requirements set forth in sections 2 and 3 shall not apply to Confidential Information which:

- (a) is, at the time of disclosure or thereafter becomes, generally available to the public through no violation or breach of this Agreement;
- (b) was, as evidenced by its records, in the possession of the Recipient Party or its Representatives prior to its disclosure hereunder;
- (c) is hereafter acquired by the Recipient Party or its Representatives through a third Person which, to the best of the knowledge of the Recipient Party or its Representatives, is not under an obligation of confidence to Disclosing Party;
- (d) is disclosed following receipt of the written consent of Disclosing Party regarding the disclosure of such Confidential Information; or
- (e) has been independently acquired or developed by the Recipient Party or its Representatives without violating any of its obligations under this Agreement.

6. **Return or Destruction of Confidential Information**

At the written request of Disclosing Party, the Recipient Party and the Recipient Party's Representatives shall promptly return or cause to be returned to Disclosing Party all Confidential Information and, if directed by Disclosing Party, shall destroy or have destroyed the Confidential Information in whatever form such Confidential Information may be held by the Recipient Party or any of the Recipient Party's Representatives, and shall not retain any copies or other reproductions thereof. Notwithstanding the provisions herein, the Receiving Party and its Representatives shall be entitled to retain one copy of the Confidential Information with its legal counsel for archival purposes which shall remain subject to the continuing obligation of confidentiality hereunder.

7. **Non-Solicitation**

The Recipient Party agrees that upon the Recipient Party agreeing to receive, and receiving, Confidential Information, it will not, for the period that expires two (2) years following the date of this Agreement:

- (a) directly or indirectly, either for its own benefit or the benefit of any other Person solicit the business of any person known to it to be an existing client, customer, supplier, licensee, associate or business relation of the Business, whether or not it had prior personal contact with such person, with respect to matters identified in or subject to such Confidential Information;
- (b) directly or indirectly, either for itself for its own benefit or for the benefit of any other Person: (i) induce or attempt to induce any employee of the Business to leave the employ of Disclosing Party; (ii) in any way interfere with the relationship between Disclosing Party and any employee of the Business; or (iii) employ, or otherwise engage as an employee, independent contractor, or otherwise, any employee of the Business; provided that this prohibition shall not apply to solicitations made by the Recipient Party to the public or the industry generally (whether through the engagement of an employment agency or otherwise), and the Recipient Party shall not be prohibited from employing any such person who contacts the Recipient Party on his or her own initiative without any prohibited solicitation; and
- (c) directly or indirectly, either for itself for its own benefit or for the benefit of any other Person, induce or attempt to induce any client, customer, supplier, licensee, associate or business relation of the Business to cease doing Business with Disclosing Party;

provided that, the provisions of clauses 7(a) only shall not be applicable in the case of a Recipient Party who is, on the effective date of this Agreement, already operating or involved in a business which competes with the Business.

8. Equitable Relief

It is agreed that Disclosing Party will be irreparably injured by a breach of the provisions of this Agreement relating to the protection of Confidential Information by the Recipient Party or any of the Recipient Party's Representatives and the provisions relating to non-competition and non-solicitation, which injury could not be adequately compensated for by damages, and Disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of such provisions. Such remedies may not be deemed to be exclusive remedies for the breach of such provisions but may be in addition to all other remedies available hereunder or otherwise at law or in equity.

9. Legal Compulsion to Disclose

If the Recipient Party or any of the Recipient Party's Representatives becomes legally compelled (by oral questions, interrogatories, requests for confidential information, documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, the Recipient Party or the Recipient Party's Representative to whom the request was made or who is legally compelled as aforesaid shall provide Disclosing Party with written notice, to the extent permitted to do so, of same so that Disclosing Party may either seek a protective order or other appropriate remedy. If such protective order or remedy is not obtained, the Recipient Party or the Recipient Party's Representative, as the case may be, shall furnish only that portion of the Confidential Information which it is advised by counsel is legally required.

10. **Definitive Agreement**

The Parties agree that unless a definitive agreement regarding the Potential Transaction has been executed by the Parties, neither Party will be under any legal obligation of any kind whatsoever with respect to the Potential Transaction by virtue of this Agreement, except for the matters specifically agreed to in this Agreement. Without limiting the preceding sentence, nothing in this Agreement requires either Party to enter into any arrangement arising from the Potential Transaction. For purposes of this Agreement, the term “definitive agreement” does not include an executed non-binding letter of intent or any other preliminary written agreement.

11. **Absence of Representations and Warranties**

In making available the Confidential Information, Disclosing Party makes no representation or warranty as to the accuracy or completeness thereof or otherwise or with respect to any conclusions, interpretations or analysis relating thereto, and neither Disclosing Party or any of its shareholders, directors, officers, employees, professional advisors (including, without limitation, financial advisors, lawyers and accountants) or agents shall have any liability whatsoever to the Recipient Party or any Recipient Party Representative as a result of the use of or reliance upon any of the Confidential Information, or any information from public sources or other sources whatsoever, by the Recipient Party; it being understood that only those particular express representations and warranties which may be made by Disclosing Party in an agreement executed by Disclosing Party in regards to the completion of the Potential Transaction, when and if executed, shall have any legal effect. Further, the provision of Confidential Information will not in any way create an obligation of either Party to pursue, or enter into any further agreement relating to, the Potential Transaction, or otherwise.

12. **Liability and Indemnification**

Without limitation, and in addition to any other rights of Disclosing Party against the Recipient Party or any of the Recipient Party's Representatives arising by reason of any breach hereof, the Recipient Party shall:

- (a) be liable to Disclosing Party and its directors, officers, employees, affiliates and representatives for any and all losses, costs, damages and expenses whatsoever (including reasonable legal, accounting and other professional costs, expenses, fees and disbursements, with legal fees determined on a solicitor-client basis) which such parties may suffer, sustain, pay or incur; and
- (b) indemnify and hold Disclosing Party and its directors, officers, employees, affiliates and representatives harmless from and against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever (including reasonable legal, accounting and other professional costs, expenses, fees and disbursements, with legal fees determined on a solicitor-client basis) which may be brought against or suffered by any of them or which any of them may sustain, pay or incur,

which are established to result or arise, directly or indirectly, from disclosure of all or any part of the Confidential Information contrary to the provisions hereof or any other material breach of this Agreement.

13. **Notices**

- (a) All notices, communications and statements (hereinafter called "**notices**") required, permitted or contemplated hereunder shall be in writing, and shall be sufficiently given and received if:
- (i) personally served on the other Party during normal business hours at the address set forth below (personally served notices shall be deemed received by the addressee when actually delivered); or
 - (ii) received by email; (notices so served shall be deemed to have been received on the business day following the day of sending).
- (b) The address of each of the Parties shall be as follows:

To: Soderglen Ranches Ltd.
c/o Baker Tilly Catalyst
Attention: Cam Crawford
205 - Quarry Park Blvd SE - Suite 330
Calgary AB T2C 3E7
Email: ccrawford@bakertilly.ca

With copy to:
Soderglen Ranches Ltd.
c/o Beaumont Church
Attention: Stan Church
Suite 300, 2912 Memorial Drive SE
Calgary, AB T2A 6R1
Email: stan.church@beaumontchurch.com

To:

- (c) Any Party may change its said address by notice to the other Party given in accordance with this section 13.

14. **Term**

Except as specifically provided herein, this Agreement and all obligations hereunder shall terminate (4) years following the date of this Agreement. Provided, however, termination of this Agreement shall not release any obligations, liabilities, and rights occurring prior to such termination, or release any remedies arising out of a breach of, or failure to comply with this Agreement, occurring prior to such termination (including the continuation of same after such termination).

15. **Miscellaneous**

- (a) This Agreement does not create any agency or partnership relationship between the Parties and/or their respective Representatives, and neither Party may bind or is responsible for the acts of the other Party hereto or its Representatives.

- (b) This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement.
- (c) No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing and signed by a duly authorized representative of each of the Parties.
- (d) This Agreement and the obligations set forth hereunder shall not be assigned in whole or in part by any Party or any Person bound hereby.
- (e) This Agreement shall be governed and construed in accordance with the laws in force in the Province of Alberta.
- (f) If any section of this Agreement or the application thereof to any Person or any circumstance shall be held to be invalid or unenforceable to any extent, the remainder of the section in question, or its application to any circumstance other than that to which it has been held invalid or unenforceable, and the remainder of this Agreement, shall not be affected thereby.
- (g) No waiver by any Party hereto shall be effective unless in writing and any such waiver shall only affect the matter, and the occurrence thereof, specifically identified therein and shall not extend to any other matter or occurrence.
- (h) This Agreement may be executed in separate counterparts and by facsimile or electronic (.pdf) signature and all such executed counterparts together shall constitute one agreement.

[Signature Page Follows]

IN WITNESS WHEREOF the Parties have duly executed this Agreement effective as of the date first above written.

- [Recipient Party]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Soderglen Ranches Ltd.

Per: _____
Name: Cam Crawford
Authorized Representative

August 1, 2023

STRICTLY PRIVATE AND CONFIDENTIAL

Soderglen Ranches Ltd.
Business Sale Solicitation

Schedule C – Form of Letter of Intent

THIS FORM OF LETTER OF INTENT IS FOR AN ASSET TRANSACTION. SHOULD A PURCHASER DESIRE TO PURSUE A SHARE PURCHASE TRANSACTION, A SIMILAR FORM OF LOI, APPROPRIATELY AMENDED SHOULD BE UTILIZED.

Soderglen Ranches Ltd.
c/o Beaumont Church LLP
2912 Memorial Dr SE Suite 300
Calgary, AB T2A 6R1
Attn. Mr. Stan Church

Dear Sirs:

Re: Sale and purchase of the assets of Soderglen Ranches Ltd.

This letter details the offer (the "Offer") by ● or nominee, (the "Purchaser") to Soderglen Ranches Ltd. (the "Company" or the "Seller") to purchase assets of the Company on terms as provided for herein (the "Acquisition"). The Purchaser and Company are referred to herein as a "Party" and together the "Parties".

1. Purchased Assets.

- a. At closing of the Acquisition (the "Closing"), the Purchaser will purchase from the Seller, and the Seller will sell to the Purchaser, free and clear of any liens, charges, restrictions, or encumbrances thereon, other than as agreed by the Purchaser, the assets, properties and rights of the Company constituting consisting of the assets listed on the Schedule hereto (the "Acquired Assets").
- b. The Purchaser shall not assume any liabilities of the Company unless otherwise agreed in writing.

2. Purchase Price and Payment Terms. The purchase price (in Canadian currency) for the Acquired Assets will be \$● (● dollars) plus any applicable GST, payable as follows:

- a. \$● [10% of Purchase Price] in cash payable on acceptance of the Offer (the "Deposit") to be held in trust with Seller's counsel and to be applied to the Purchase Price on Closing of the Acquisition.
- b. If the Purchaser does not meet or waive the Conditions by the Condition Date, at the request of the Purchaser the Deposit will be returned to the Purchaser without deduction.
- c. \$● (● dollars) in cash on Closing (the "Closing Payment").

- d. Any applicable GST on Closing.

3. Purchase Price Adjustment.

The Purchase Price will be increased to include:

- a. Inventories of cattle, feed, supplies, spare parts, consumables, and other such assets owned by the Company as at the Closing Date with quantities and values as determined by the Parties acting reasonably, and
- b. Such incidental closing adjustments (for example property taxes and prepaid expenses with benefit to the Purchaser), as are customary in the acquisition of assets like the Acquired Assets,

With any such amounts to be calculated as at Closing and included as an adjustment to the Closing Payment.

4. Definitive Purchase Agreement.

- a. Within 21 days of execution of this Letter of Intent the Purchaser and the Seller shall execute a definitive asset purchase agreement containing the terms and conditions of this Offer and such further terms and conditions as are customary in a transaction of this nature and as may be agreed upon by the Purchaser and the Purchasers Solicitors and the Seller and the Sellers Solicitors, acting reasonably relating to the Acquisition (the "Purchase Agreement").
- b. Without restricting the foregoing, the Purchaser and the Seller agree to instruct their respective legal counsel to cooperate with each other and in good faith settle the form of the Purchase Agreement in an expeditious manner.
- c. If the Purchase Agreement is not executed by the Parties on or before 21 days of the date of execution of this Letter of Intent, the Offer may be terminated by either Party providing written notice to the other.

5. Effective Date and Closing Date.

The Effective Date and Closing Date of the Asset Acquisition will be February 28, 2024 or such other date as the Parties may agree.

6. Purchaser Due Diligence and Financing Conditions (the "Conditions").

The following conditions (the "Conditions") are for the benefit of the Purchaser and must be met or waived, at Purchaser's sole discretion, by November 30, 2023 (the "Condition Date").

- a. The Purchaser will have until the Condition Date to satisfy itself as to all due diligence investigations regarding the Acquired Assets, and
- b. The Purchaser will have until the Condition Date to arrange financing for the Acquisition on terms satisfactory to the Purchaser.

If the Purchaser fails to waive Conditions by the Condition Date the Offer shall be terminated, and the Parties shall have no obligations to each other except as may be agreed in writing will survive such termination.

7. Representations and Warranties.

- a. Seller's representations and warranties in the Purchase Agreement, other than as agreed to by the Seller, will be limited as set forth in this Paragraph. Representations and warranties will survive closing and continue in full force and effect for a period of twenty four (24) months after the Closing Date, except that the following Sellers representations regarding the following, written in a manner customary for such representations will survive and continue in full force and effect without limitation of time:
 - i. Due incorporation and subsistence
 - ii. Due authorization.
 - iii. Acquired Assets sold free and clear, with no liabilities,
 - iv. All required consents and approval obtained.
 - v. Binding obligation on the Seller;
 - vi. No other agreements outstanding effecting the Acquired Assets;
 - vii. Seller is a Canadian residence under the Income Tax Act;
 - viii. No actions outstanding of any kind effecting the Acquired Assets;
 - ix. Seller has good marketable title to the Acquired Assets;
 - x. There are no actions, suits or proceedings against the Seller or the Acquired Assets;
- b. Any Seller representation and warranty involving fraud or fraudulent misrepresentation will survive and continue in full force and effect without limitation of time;

The Seller will not have any obligation or liability with respect to any representation or warranty made after the end of the applicable time period specified above except for claims relating to the representations and warranties that t [Grab your reader's attention with a great quote from the document or use this space to emphasize a key point. To place this text box anywhere on the page, just drag it.]

- c. he Seller has been notified of prior to the end of the applicable time period.
- d. The equipment and facilities comprising the Acquired Assets are used and sold "as is". The Seller makes no representation as to the condition of such assets, and the Purchaser is solely responsible for satisfying itself as to the condition, value and suitability for continued use by the Purchaser;
- e. The representations of the Seller with respect to environmental matters will be limited to the following, all of which will be provided to the best of the Seller's knowledge and belief:
 - i. The Company is, and at all times has been, in material compliance with all environmental laws.

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- ii. The Company has not released or permitted the release of contaminants, and to the knowledge of the Seller, there are or were no contaminants located on, at, in or under its property, except as may be immaterial and/or collected and temporarily stored in the normal course of the business of the Company in compliance with all environmental laws.
 - iii. The assets of the Company are capable of, and are not restricted by any authorization or contract from, being operated in the ordinary course while remaining in compliance with environmental laws.
 - iv. The Company has not received and has no basis to expect receipt of any directive, inquiry, notice, order, warning or other communication from any governmental entity or other persons that relates to any contaminants or any alleged actual or potential violation or failure to comply with any environmental laws, or of any alleged actual or potential obligation to undertake or bear the cost of any remediation related to breach of environmental laws.
 - v. Neither the Seller nor the Company will otherwise make any representations or provide warranties as to environmental matters related to the Acquired Assets, and the Purchaser will be solely and completely responsible for satisfying itself as to any issues in this regard.
8. **Access.** The Seller will give the Purchaser and its representative's full access to the Acquired Assets, upon providing the Seller reasonable notice, for inspection purposes as well as make available personnel, documents, contracts, books, records and operations of the Company relating to the Acquired Assets. Any damages caused by the Purchaser in conducting such inspection will be the responsibility of the Purchaser.
9. **Non-Exclusive Dealing.** The dealings of the Parties in this matter are non-exclusive, and the Seller may conduct discussions and negotiation with other parties on the sale of the acquired assets without any restrictions or limitations.
10. **Employees.** The Seller will be responsible for all employee obligations of the Seller as regards those employees involved in the operation of the Business up to and existing at the time of Closing.
11. **Expenses.**
- a. Each of the Parties shall pay all of its expenses incident to this Offer, the Purchase Agreement and consummation of the transactions contemplated hereby and thereby.
 - b. The Seller is not responsible for any brokerage or finder's fees of the Purchaser which are or will be payable in connection with the Asset Acquisition.

c.

12. **Confidentiality.** The Parties are bound by confidentiality, non-disclosure and non-solicitation pursuant to a separate agreement between them.

13. **Notices.**

a. All notices, communications and statements (hereinafter called "**Notices**") required, permitted or contemplated hereunder shall be in writing, and shall be sufficiently given and received if:

- i. personally served on the other Party during normal business hours at the address set forth below (personally served notices shall be deemed received by the addressee when actually delivered); or
- ii. received by email; (notices so served shall be deemed to have been received on the business day following the day of sending).

b. The address of each of the Parties for notice delivery are:

For the Company, by delivery to:

Mr. Stan Church

Suite 300, 2912 Memorial Drive SE Calgary, AB T2A 6R

Or by email to: stan.church@beaumontchurch.com

With a copy to

Mr. Cam Crawford

By email to: ccrawford@bakertilly.ca

For the Purchaser:

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14. **Disclosure.** Without the prior written consent of the other Party hereto, neither Party hereto will, and each Party hereto will cause its directors, officers, employees, agents, other representatives and affiliates not to, disclose to any person the fact that discussions or negotiations are taking place concerning the transactions contemplated hereby, the status thereof, or the existence of this letter and the terms thereof unless in the opinion of such Party disclosure is required to be made and such disclosure is made only after prior consultation with the other Party. Neither Party will issue any public announcement concerning the transaction without the approval of the other Party, except as may be required by law.

15. **Counterparts.** This letter may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

16. **Acceptance of Offer.** If you wish to accept this Offer please so indicate by signing two copies of this letter below and returning one copy to us no later than • MST on • If this

Offer is not accepted in this manner on or before • MST on • it is void.

17. **Binding Effect.** This LOI describes the framework within which the Parties agree to negotiate a Purchase Agreement to implement the Asset Acquisition to be prepared to the mutual satisfaction of the Parties. It is agreed this LOI is not a binding agreement and does not create any rights or obligations of the parties hereto but is intended to set forth the intention of the Parties to conduct, as expeditiously as possible, further analysis, planning and discussions with the intent to culminate in the execution of a binding Purchase Agreement. Notwithstanding the foregoing, paragraphs 6, 7, 8, 9, 11, 12, 13, 14, 15, 16 and this paragraph 17 are binding upon the Parties.

Yours truly,

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Acceptance

This Offer is accepted and agreed this • day of •, 2023. I have the authority to bind the Company to this Offer and we hereby acknowledge and agree to all terms of this Offer.

Soderglen Ranches Ltd.

Per: Mr. Stan Grad
President

Date: _____