



ANDERSON
& COMPANY
LAND TENDER DIVISION

**TENDER INFORMATION
PACKAGE**

Grazing Shares in Battle Creek Grazing Pasture Ltd.
Offered for Sale by Owner

Closing: May 12th, 2025

Our File No. 00862-107G

The Battle Creek Grazing Pasture Ltd. is located in southwestern Saskatchewan, with lands situated primarily in the RM of Frontier No. 19, and portions extending into the RM of Reno No. 51. This area forms part of the ecologically significant Prairie Pastures region, near the Montana border, and is commonly used for sustainable cattle grazing.

SHARES FOR SALE BY TENDER

Grazing Shares in Battle Creek Grazing Pasture Ltd.

- **60 Class F** grazing shares: 60 cow/calf pairs
- Purchasers must qualify to lease Saskatchewan Crown land.

CONDITIONS:

1. **Submission Deadline:** All tenders must be submitted to Anderson & Company by **12:00 p.m. on May 12, 2025**.
2. **Right to Refuse:** The highest or any tender will not necessarily be accepted.
3. **Bid Deposit and Payment Terms:**
 - A **deposit of 5%** of the bid amount must accompany each tender in the form of a cheque.
 - An additional 15% of the bid amount is payable upon acceptance.
 - The balance is due no later than May 31, 2025.
 - Deposits will be returned to unsuccessful bidders.
4. **Share Package Requirement:** Bidders may submit offers for any number of shares; however, **all 60 shares must be sold**. The Vendor will only proceed with a sale if all 60 shares are successfully tendered for purchase. Multiple bidders may be accepted to fulfill the entire 60-share package.
5. **Buyer Qualifications:** All bidders must qualify for ownership under the Unanimous Shareholders' Agreement (dated January 1, 2020) for Battle Creek Grazing Corporation.
6. **Restrictions on Share Transfer:** In accordance with the Unanimous Shareholders' Agreement:
 - Purchasers must qualify as leaseholders under the Crown grazing lease;
 - Purchasers must agree in writing to be bound by the Shareholders' Agreement by signing Schedule "A" of the Unanimous Shareholders' Agreement;
 - Purchasers must assume any personal guarantees provided by the selling shareholder (if applicable);
 - Purchasers are responsible for legal costs related to the transfer;
 - No share transfer will be recognized unless the above conditions are met.
7. **Advance Payment:** Please note, \$5,400 has already been paid toward the 2025 grazing season. The sum of **\$5400.00** will be required to be paid to the Vendor at Closing, in addition to the Purchase price.
8. **Grazing Season Rights:** The successful bidder will be entitled to the **2025 grazing season**, which includes **60 cow pair equivalents**.
9. **Due Diligence:** Bidders are responsible for conducting their own due diligence and reviewing all available corporate and financial information.
10. **No Conditional Offers:** Tenders that are subject to financing or other conditions will not be considered.
11. **No In-Office Finalization:** Successful bidders will not be called into the law office to finalize. All correspondence will be handled by mail, email or phone.

12. **Purchase Agreement:** The successful bidder must sign a standard purchase agreement as prepared by Anderson & Company.
13. **Closing Date:** The anticipated closing date is **May 31, 2025**, or such other date as agreed by the Vendor.
14. **Failure to Close:** If the successful bidder does not pay the balance of the purchase price by the Closing Date, the deposit equal to 5% of the tender price may be forfeited to the Vendor as liquidated damages, or the Vendor may charge interest at 10% per annum on the unpaid balance.
15. **Possession:** No rights to use the grazing allocation will be granted until **full payment is received**.
16. **Transfer Costs:** The **Vendor** will pay the costs to prepare the share transfer documentation.
17. **Legal Fees:** The **Purchaser** is responsible for their own legal costs.
18. **GST:** The purchase price **does not include GST**. If applicable, GST will be added to the purchase price. If the purchaser is GST-registered, they must provide a **GST Certificate**. Otherwise, **5% GST** will be charged.
19. **Unanimous Shareholders' Agreement:** Prior to placing any cattle in the pasture, the Purchaser must:
 - Sign the acknowledgement (Schedule "A" of the Unanimous Shareholders' Agreement);
 - Agree to be bound by all terms of the Unanimous Shareholders' Agreement;
 - Complete all required payments.

Forward bids and inquiries to:
NEIL G. GIBBINGS, ANDERSON & COMPANY
BARRISTERS & SOLICITORS
51 – 1st Ave N.W., P.O. BOX 610
SWIFT CURRENT SK S9H 3W4
Phone: (306) 773-2891 or Cell: (306) 741-1250
ngibbings@andlaw.ca File No. 00862-107G

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Tender for Purchase Form

1. I/We, the undersigned, hereby offer and undertake on the acceptance of this tender to **purchase the Class F grazing shares of Battle Creek Grazing Pasture Ltd. listed below of the total purchase price** on the terms and conditions in the advertisement:

Initial

<u>Number of Shares</u>	<u>Description</u>	<u>Bid Amount</u>
_____	Grazing Rights: Battle Creek Grazing Pasture Ltd. Shares - Class F grazing shares (cow/calf pairs)	\$ _____
TOTAL AMOUNT BID		\$ _____

2. I/We, the undersigned, attach a **cheque** in the amount of \$_____ as a **5% deposit** for the above purchase price, and understand that the said cheque will be returned if the tender contained herein is not accepted by the Seller.
3. I/We, the undersigned, acknowledge that if this tender is accepted, an **additional 15% of the bid amount** will be payable upon acceptance, with the balance due no later than **May 31, 2025**.
4. I/We, the undersigned, certify that the below contact information is correct, and hereby authorize the Seller's solicitors, Anderson & Company, to use the same to contact us after the tender deadline of **May 12th, 2025, at 12:00 noon** regarding the acceptance/decline of our offer.
5. I/We, the undersigned, acknowledge and agree that I/we have read and understand the Unanimous Shareholders' Agreement dated January 1, 2020, and agree to be bound by all of its terms and conditions, including the execution of Schedule "A" prior to placement of any cattle in the pasture.

Date

Signature of Tenderer

Name of Corporation:

Print Name of Tenderer:

Address: _____

Home #: _____
Mobile #: _____

File No. 00862-107G/bw

Email:

[Click Here to Open the Bid Form in a New Tab](#)