



SASKATOON LEASEHOLDS LIMITED
CORPORATE DIVESTITURE

SASKATOON

Leaseholds Limited

OVERVIEW
INFORMATION

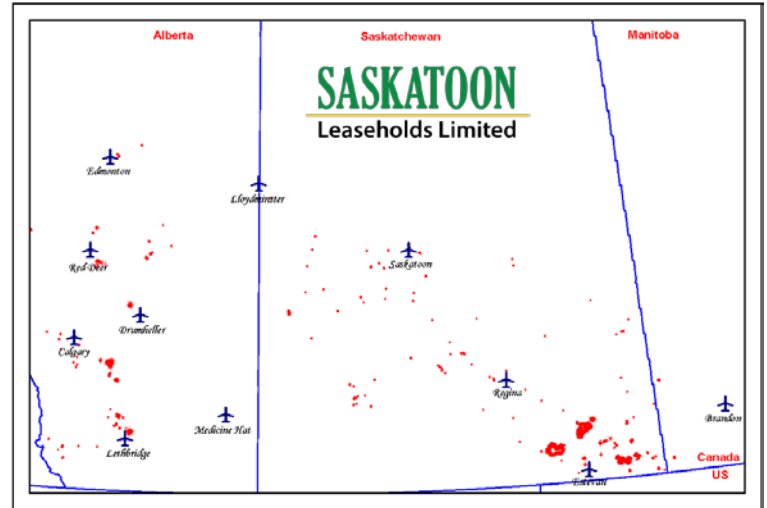
Bid Deadline: 12:00 pm November 3, 2022

**Corporate Divestiture:
Fee Title & Royalty Interests
\$1.45 Million Annual Royalty Income**

SASKATOON
Leaseholds Limited

The Estate of JC Snyder (the "Estate") has engaged Sayer Energy Advisors to assist it with the sale of the shares of **Saskatoon Leaseholds Limited** ("Saskatoon Leaseholds" or the "Company").

The Company's assets consist primarily of Fee Title interests ("Fee Title"), Gross Overriding Royalty ("GORR") interests, as well as Gross Royalty Trust Certificates ("GRTCs") in a number of areas of Alberta, Saskatchewan, Manitoba as well as Montana, USA and minor non-operated working interests in Alberta and Saskatchewan (the "Properties").



The Properties include 57,020 gross acres of undeveloped Fee Title land, GORR interests and GRTCs. In addition, the Company also holds 3,100 acres of Crown land and minor non-operated working interests in nine wells located in Alberta and Saskatchewan.

As at June 30, 2022, Saskatoon Leaseholds had no bank debt, and \$5.0 million in cash and positive working capital.

The Company has an office lease which terminates March 31, 2023. Rent is approximately \$3,600 per month. Other than the office lease there are no other liabilities associated with the Company.

The proceeds from the sale of the shares of the Company will be **donated by the Estate to the University of Calgary**.

PROCESS & TIMELINE

Sayer Energy Advisors is accepting offers relating to this process until **12:00 pm on Thursday November 3, 2022**.

Timeline	
Week of September 26, 2022	Preliminary Information Distributed
Week of October 3, 2022	Data Room Opens
November 3, 2022	12:00 noon Bid Deadline
November/December 2022	Closing Date

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

Sayer Energy Advisors is accepting offers from interested parties until noon on Thursday November 3, 2022.



Royalty Income Overview

Royalty income net to Saskatoon Leaseholds for the six months ended June 30, 2022 was approximately \$723,000, or \$1.45 million on an annualized basis. The majority of the royalty income is from Saskatchewan with approximately \$642,000 of the \$723,000 total royalty income from Saskatoon Leaseholds' interests in Saskatchewan.

Royalty production net to the Company for the six months ended June 30, 2022 averaged approximately 38 boe/d (31 barrels of oil per day and 42 Mcf/d of natural gas).

The Company receives royalty payments from **AlphaBow Energy Ltd., Baytex Energy Corp., Burgess Creek Exploration Inc., Canadian Natural Resources Limited, Coastal Resources Limited, Crescent Point Energy Corp., Greenwater Resources Inc., Harvard Energy Partnership, Surge Energy Inc., Just Freehold Energy Corp., Lynx Energy ULC, Ovintiv Inc., Ridgeback Resources Inc., Saturn Oil & Gas Inc., Tamarack Valley Energy Ltd., TAQA North Ltd., Tundra Oil & Gas Ltd., Valleyview Petroleums Ltd., Vermilion Energy Inc., Villanova Energy Inc. and Whitecap Resources Inc.**

Saskatchewan Properties

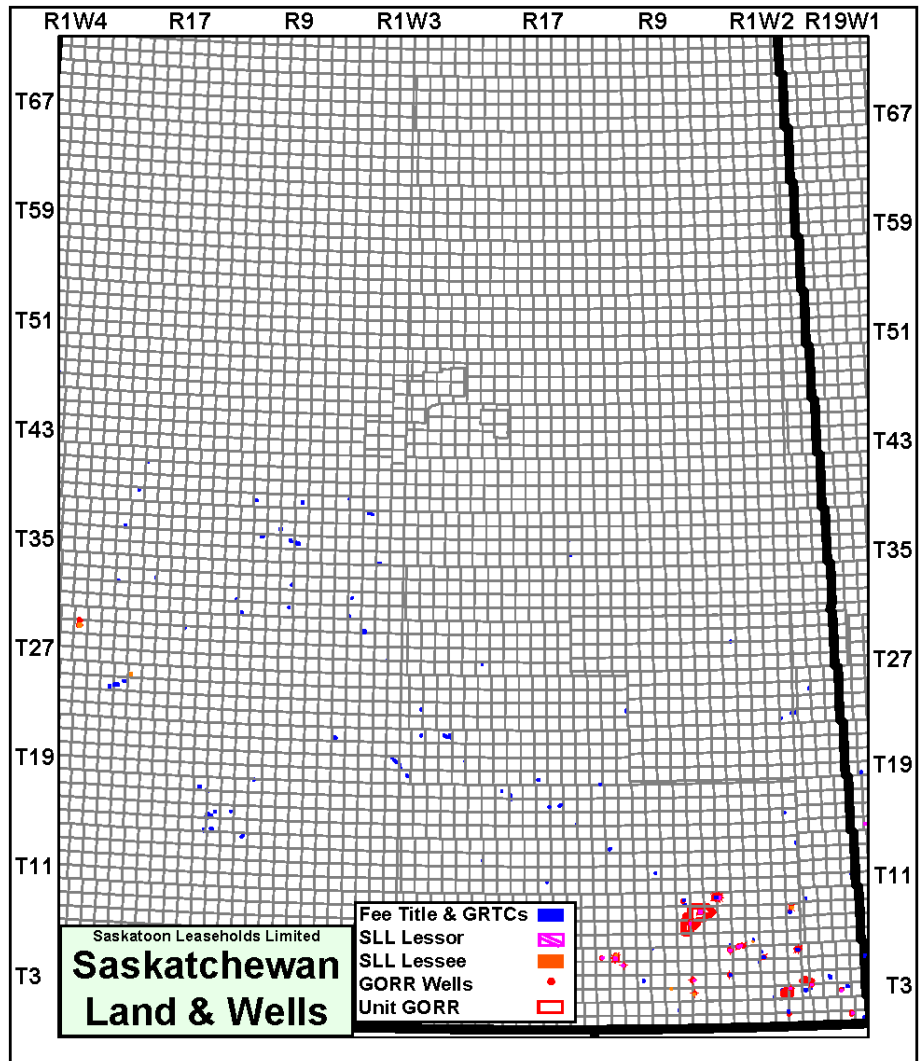
The Company has an interest in approximately 24,700 acres of undeveloped Fee Title lands and GRTCs in Saskatchewan.

A portion of the royalty interests held by the Estate are currently in probate pending transfer to the Company. It is the Estate's intention to include these royalty interests as part of the sale of the Company.

This includes approximately 1,040 acres of the Company's 24,700 gross acres of undeveloped Fee Title land in Saskatchewan located in the *Eston, Hanley, Quappelle, Regina* and *Souris River* areas.

Further details on the land ownership will be available for parties that execute a confidentiality agreement.

Saskatoon Leaseholds' Interests – Saskatchewan



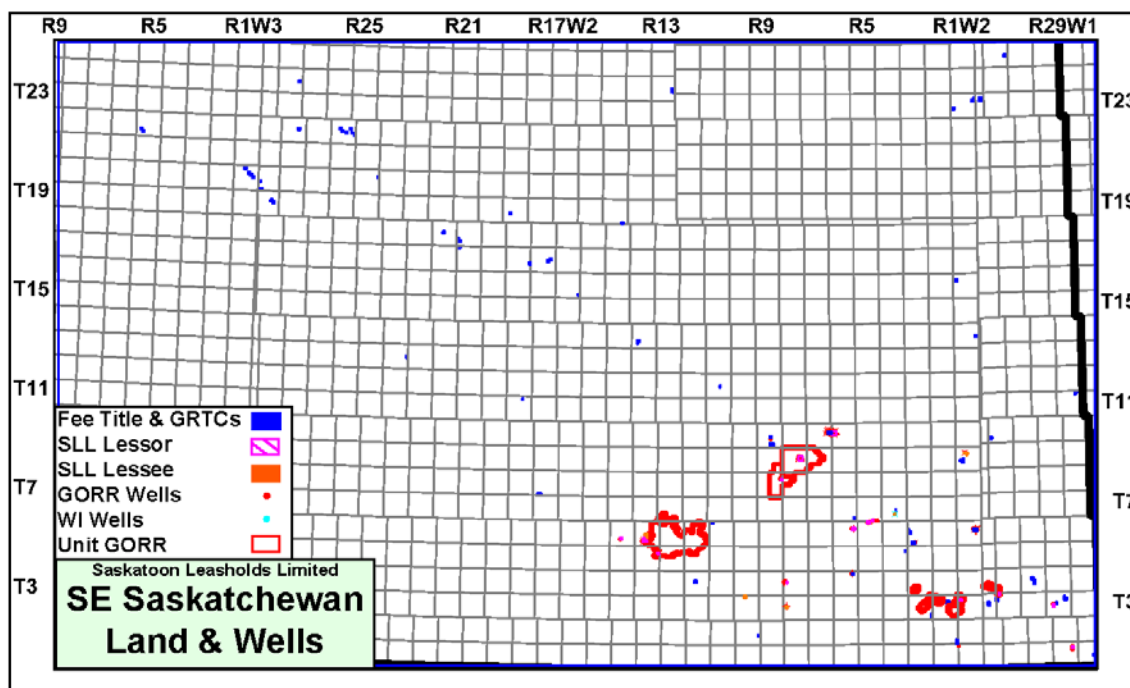
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Royalty production net to the Company for the six months ended June 30, 2022 averaged approximately 30 boe/d (29 barrels of oil per day and two Mcf/d of natural gas) from the Saskatchewan properties.

Saskatchewan		January - June 2022	
Royalty Revenue (Oil)	Average Volume (boe/d)	Royalty Income	
Weyburn	8.2	\$169,839	
Handsworth	5.3	\$121,230	
Melrose	5.3	\$110,607	
Browning	4.2	\$94,865	
Winmore (Antler)	3.0	\$69,370	
Kindersley	1.7	\$40,471	
Macoun	0.9	\$18,555	
Imperial Mozill GRTC	0.4	\$9,713	
Tatagwa	0.1	\$2,099	
Alameda East	0.1	\$2,046	
R&R GRTC	0.1	\$1,109	
Souris River	0.0	\$419	
Oil Total	29.3	\$640,323	
Royalty Revenue (Gas)	Average Volume (boe/d)	Royalty Income	
Melrose	0.3	\$1,941	
Gas Total	0.3	\$1,941	
Revenue Total	29.6	\$642,264	

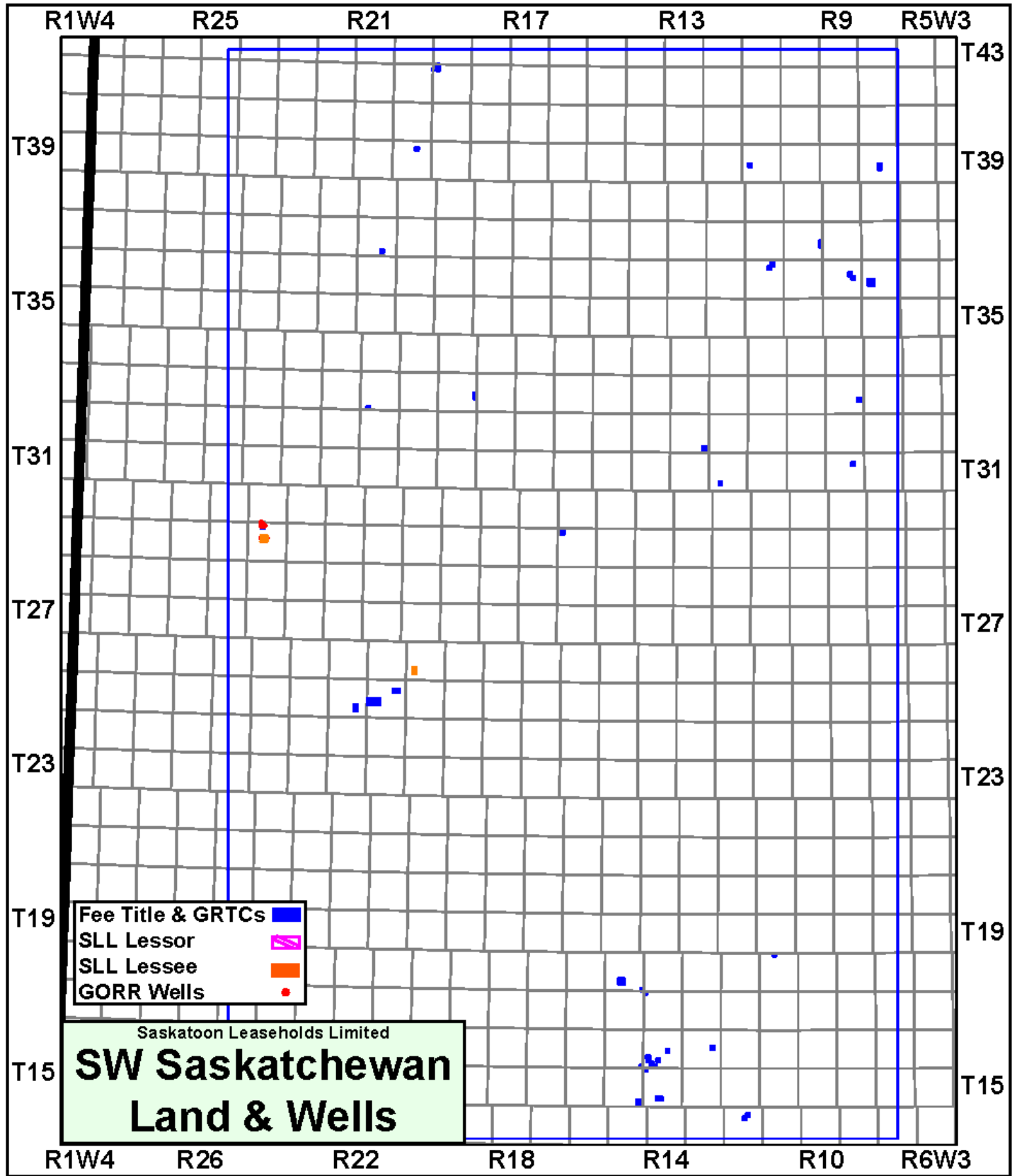
The Company also has a 12.5% working interest in one suspended brine disposal well located at 121/13-10-007-04W2/00 and a 25% working interest in a suspended oil well at 101/07-09-007-04W2/00, both operated by Saturn.

Saskatoon Leaseholds' Interests – SE Saskatchewan





Saskatoon Leaseholds' Interests – SW Saskatchewan



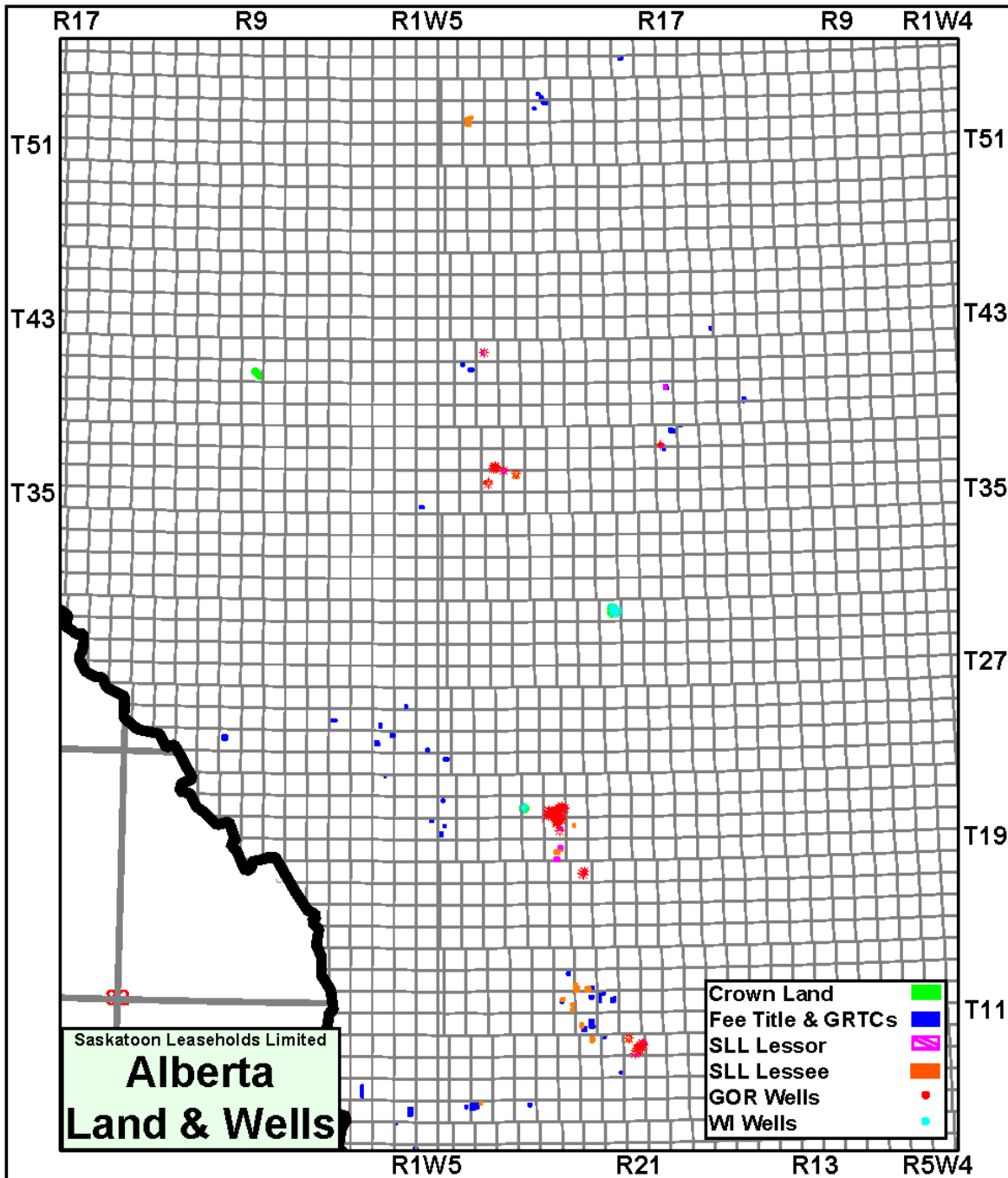


Alberta Properties

Saskatoon Leaseholds has an interest in approximately 15,120 acres of undeveloped Fee Title lands and GRTCs in Alberta.

A portion of the royalty interests held by the Estate are currently in probate pending transfer to the Company. It is the Estate's intention to include these royalty interests as part of the sale of the Company. This includes approximately 1,120 acres of the Company's 15,120 gross acres of undeveloped Fee Title land in Alberta located in the *Banff*, *Calgary* and *Springbank* areas.

Saskatoon Leaseholds' Interests – Alberta





Royalty income net to Saskatoon Leaseholds for the six months ended June 30, 2022 from the Company's interests in Alberta was approximately \$54,000, or \$108,000 on an annualized basis.

Royalty production net to the Company for the six months ended June 30, 2022 averaged approximately seven boe/d (0.4 barrels of oil per day and 40 Mcf/d of natural gas) from the Alberta properties.

Alberta	January - June 2022	
Royalty Revenue (Oil)	Average Volume (boe/d)	Royalty Income
Hastings Coulee	0.4	\$1,992
Oil Total	0.4	\$1,992
Royalty Revenue (Gas)	Average Volume (boe/d)	Royalty Income
Arrowood	2.8	\$15,646
Lomond	2.5	\$21,976
Mossleigh	1.0	\$11,292
Pine Lake	0.3	\$2,547
Penhold	0.1	\$688
Diamond City	0.0	\$148
Ponoka	0.0	\$80
Gas Total	6.7	\$52,377
Revenue Total	7.1	\$54,369

The Company also holds minor non-operated working interests in nine wells located in Alberta. In addition to the royalty income, working interest income net to the Company was approximately \$9,000 for the six months ended June 30, 2022.

The Company has a 6.25% working interest in six wells located in Township 030-21W4 which are operated by **Pine Cliff Energy Ltd.** Non-operated working interest production net to Saskatoon Leaseholds averaged approximately 12 Mcf/d of natural gas with minor volumes of associated natural gas liquids (two boe/d).

The Company also has 7.69% working interest in two abandoned wells operated by TAQA located in Section 18-021-25W4.

Further details on the land ownership will be available for parties that execute a confidentiality agreement.





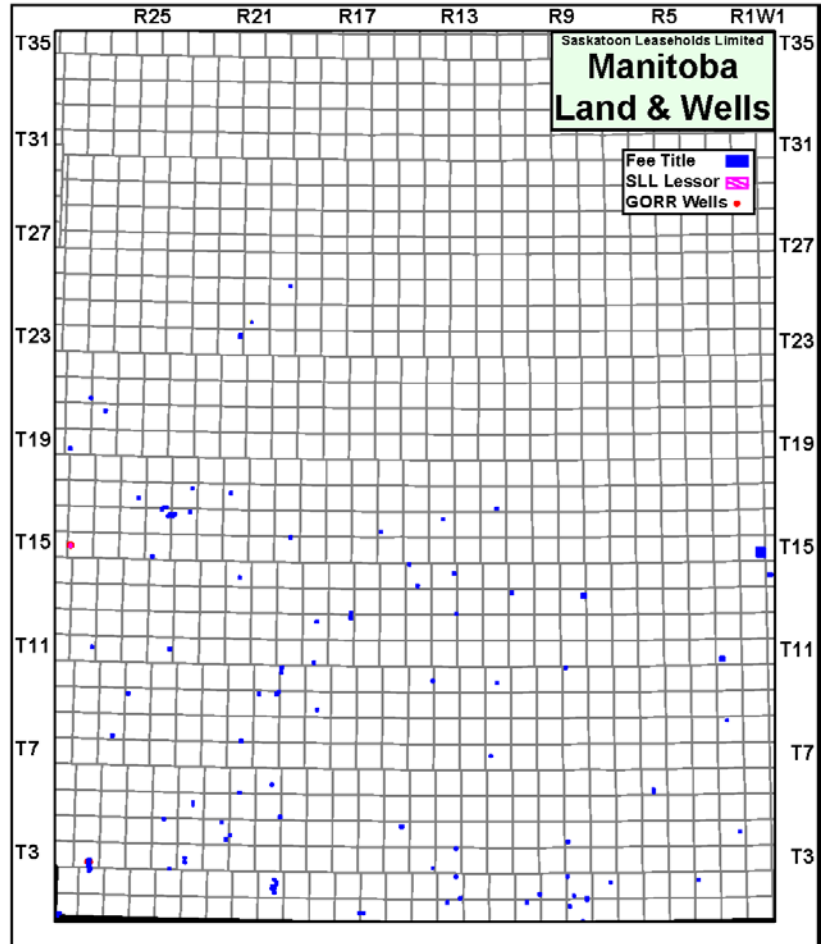
Manitoba Properties

The Company has an interest in approximately 16,160 acres of undeveloped Fee Title lands in Manitoba.

Royalty income net to Saskatoon Leaseholds for the six months ended June 30, 2022 from the Company's interests in Manitoba was approximately \$26,000, or \$52,000 on an annualized basis.

Royalty production net to the Company for the six months ended June 30, 2022 averaged approximately one boe/d (one barrel of oil per day).

Saskatoon Leaseholds Interests – Manitoba



Manitoba	January - June 2022	
Royalty Revenue (Oil)	Average Volume (boe/d)	Royalty Income
Assiniboine River	0.8	\$18,230
Pierson	0.4	\$8,048
Revenue Total	1.2	\$26,278

Montana Properties

Additionally, Saskatoon Leaseholds has royalty interests on 3,200 acres of land located in Montana, USA. There is no production or revenue associated with the Company's interests in Montana.

Reserves Overview

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

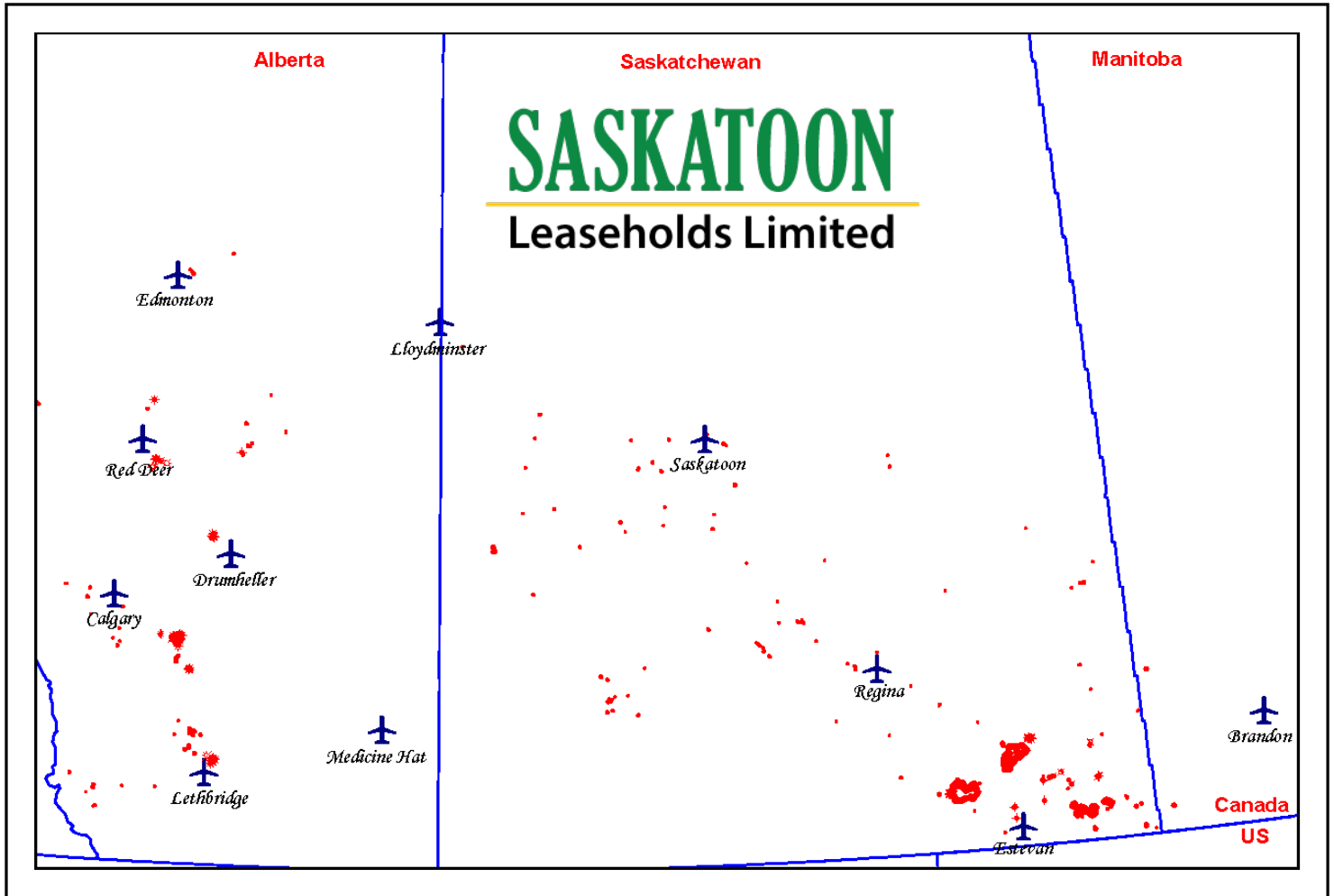
LMR Overview

The Company does not operate any wells or facilities.





Saskatoon Leaseholds Limited Corporate Divestiture Fall 2022



CONTACT

Parties wishing to receive access to the confidential information with detailed technical information relating to this opportunity should execute the confidentiality agreement which is available on Sayer Energy Advisors' website (www.sayeradvisors.com) and return one copy to Sayer Energy Advisors by courier, email (tpavic@sayeradvisors.com) or fax (403.266.4467).

Included in the confidential information is the following: most recent net royalty income statements, summary land information and other relevant corporate information.

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



Overview

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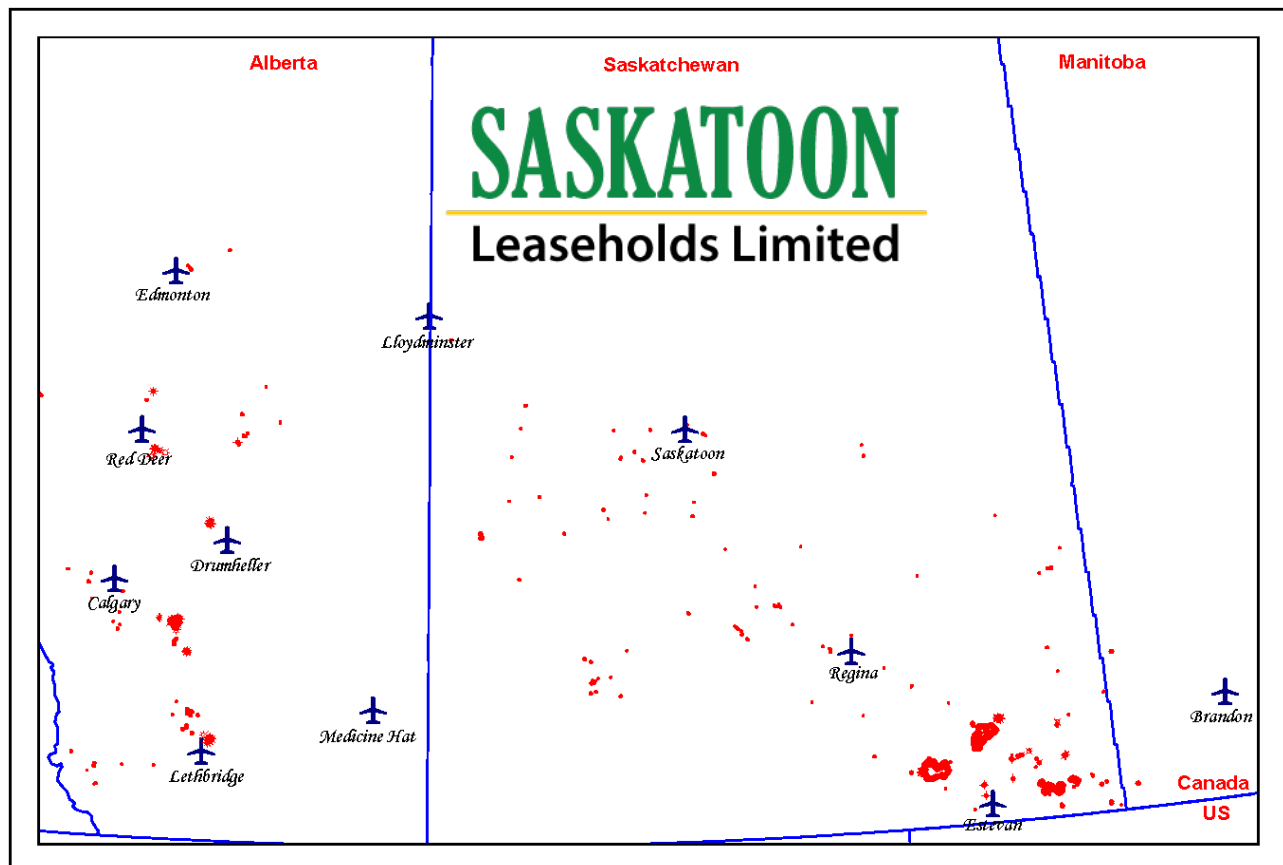
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Overview Map Showing Location of Saskatoon Leaseholds’ Properties



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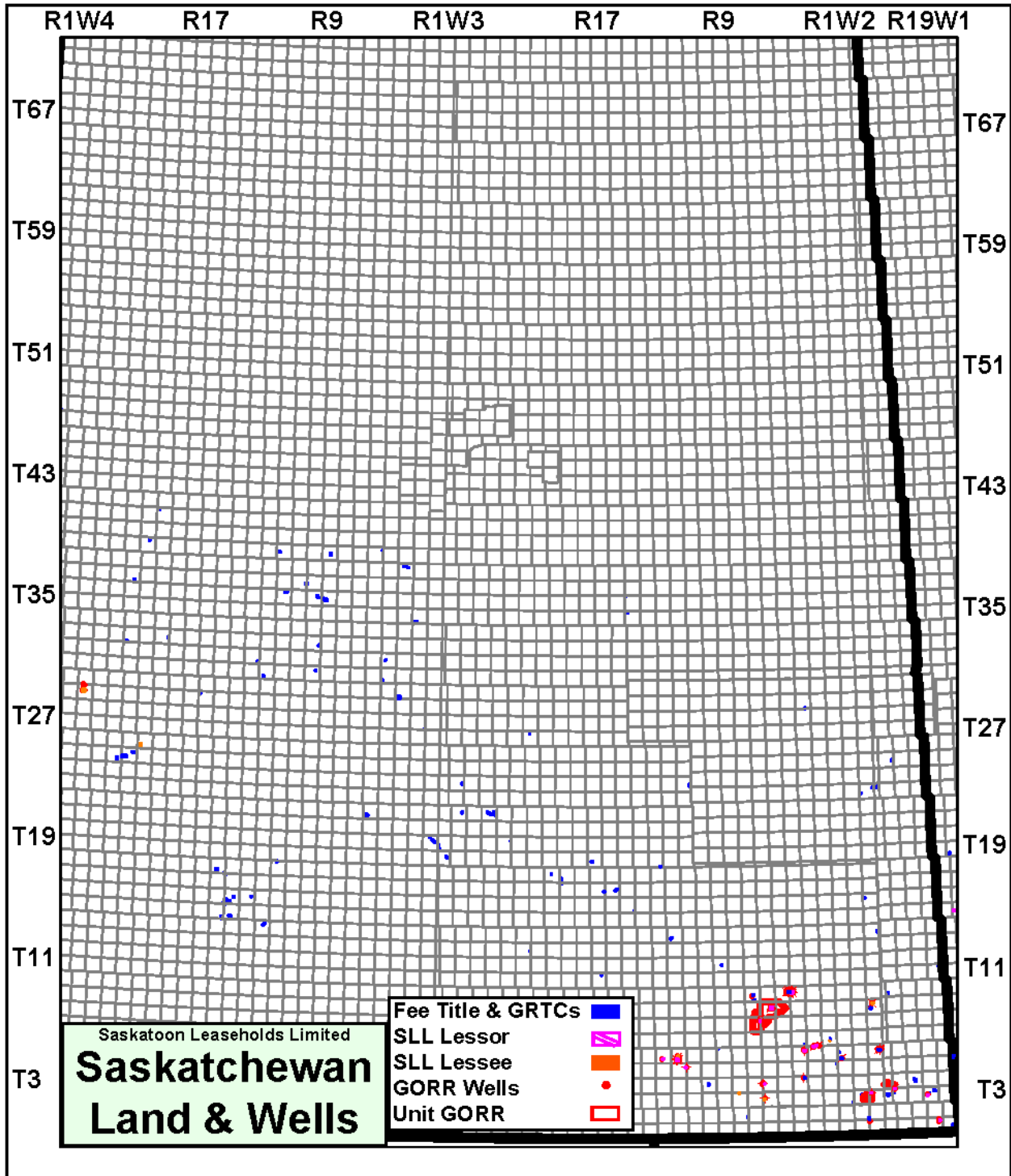
The Company does not operate any wells or facilities.

Corporate Well List

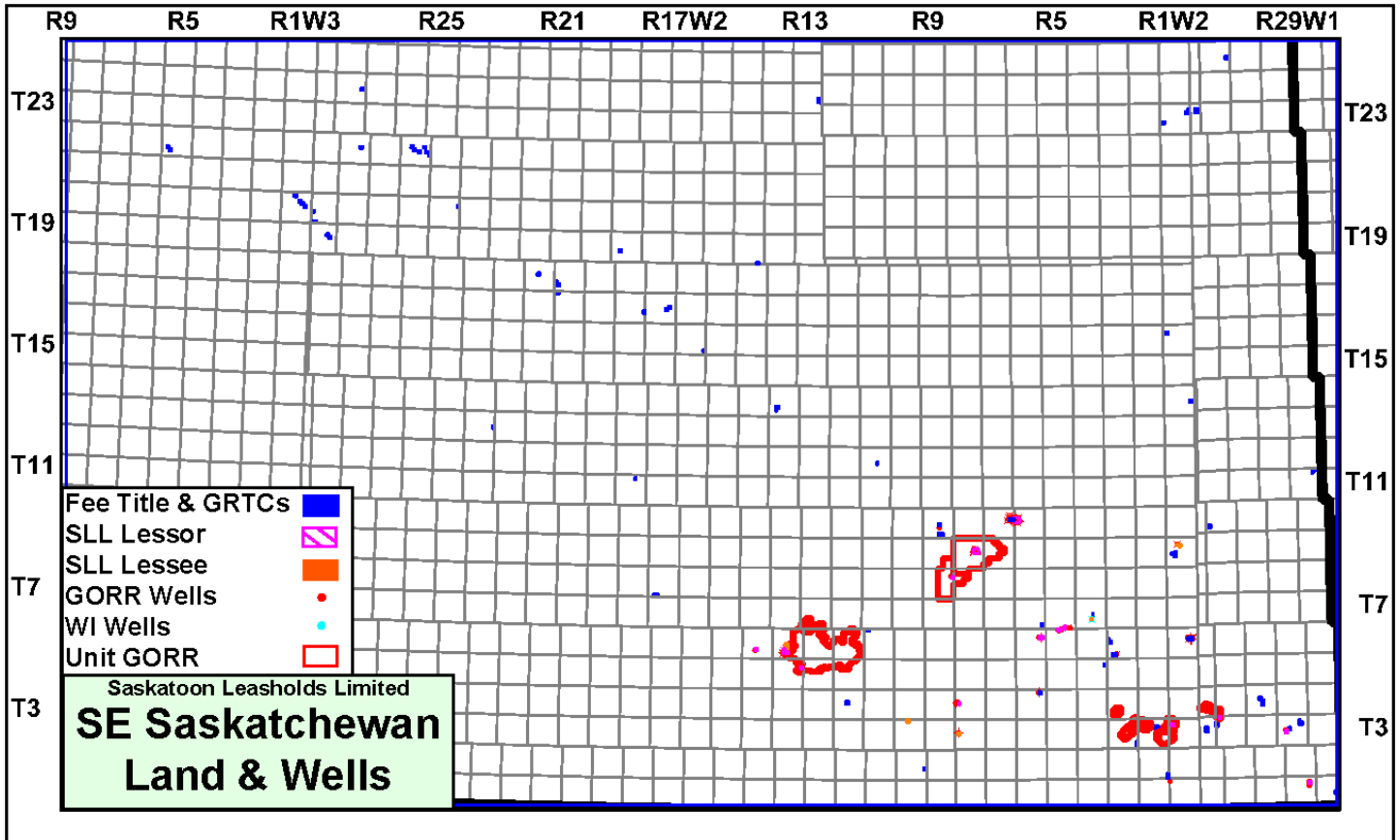
See well list in Excel.

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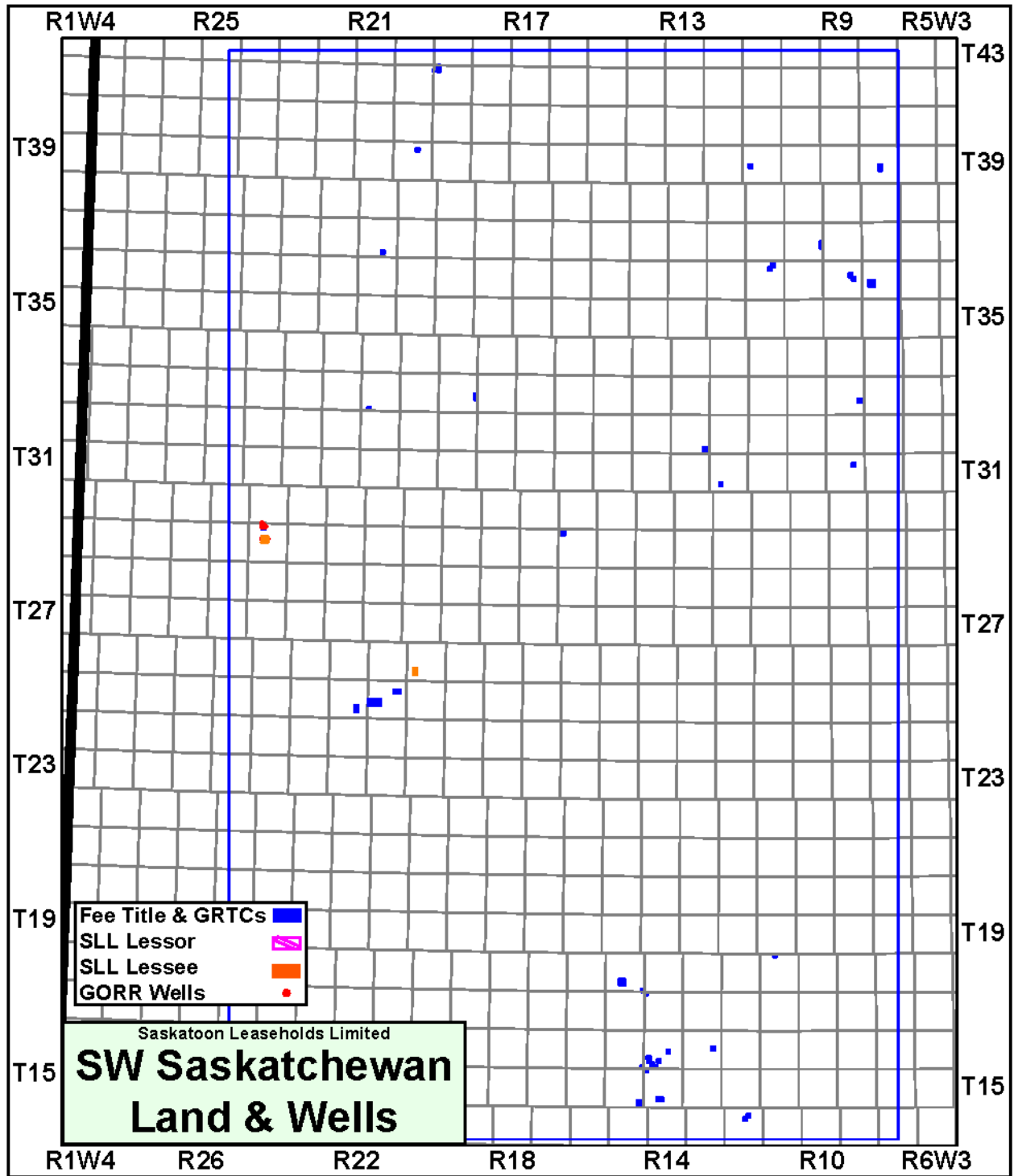
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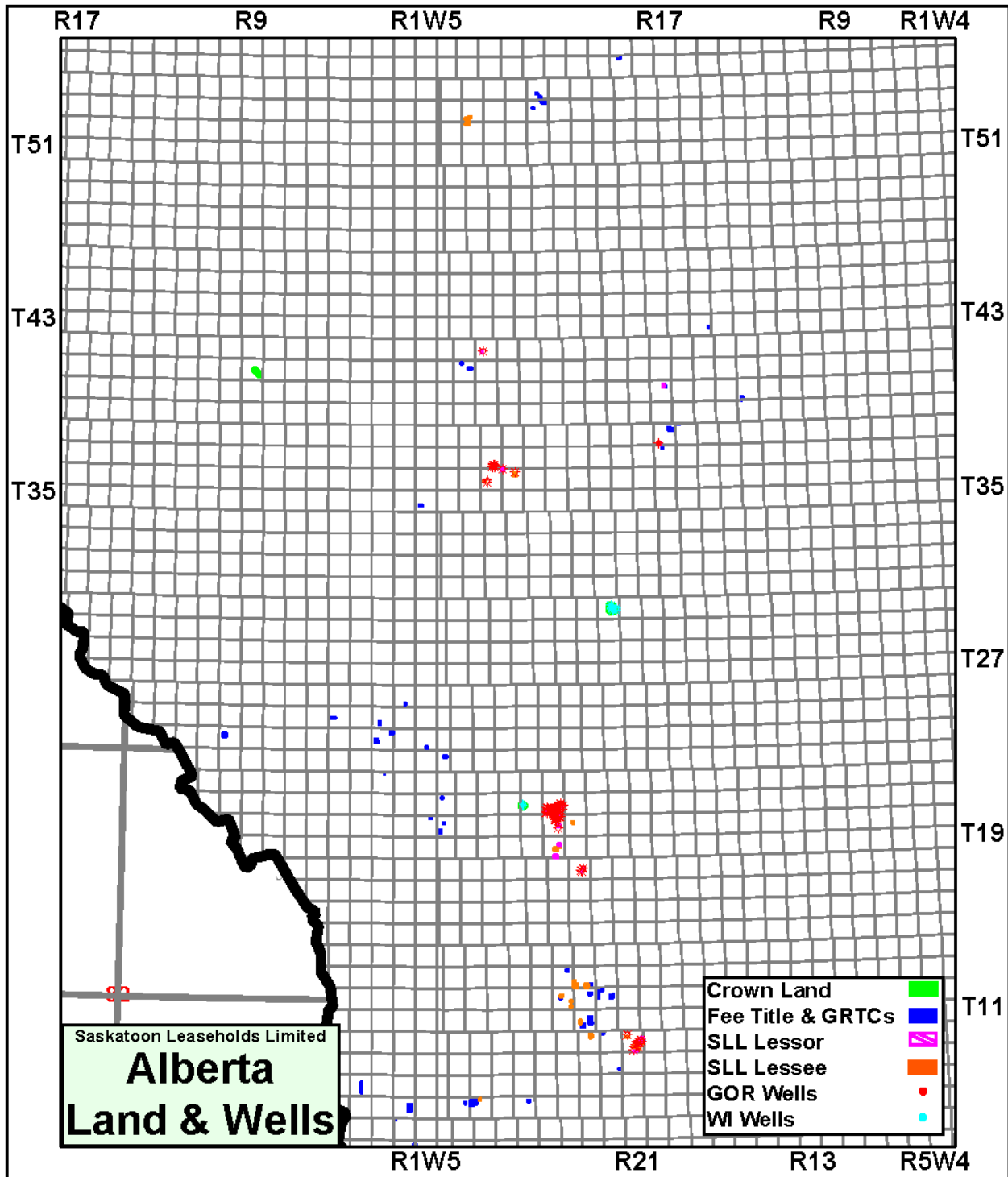
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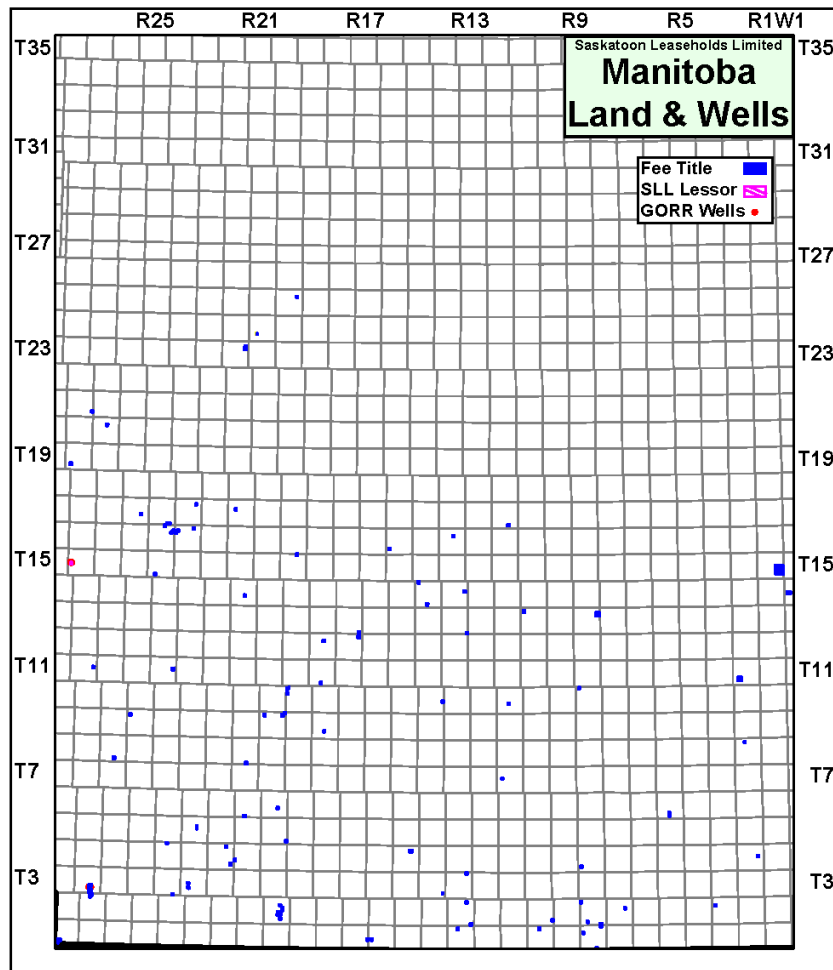
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Montana

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CONFIDENTIALITY AGREEMENT

PRIVATE AND CONFIDENTIAL

_____, 20____

Company Name: _____

Street Address: _____

City, Province: _____

Postal Code: _____

Attention: _____

**Re: Saskatoon Leaseholds Limited
 Corporate Divestiture**

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

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

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

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

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

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

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

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

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

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

Yours very truly,

SASKATOON LEASEHOLDS LIMITED

Don Hatch
Secretary

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

RECIPIENT COMPANY NAME

OFFICER'S SIGNATURE

OFFICER'S PRINTED NAME & TITLE

CONFIDENTIAL INFORMATION DELIVERY OPTIONS: (please check one)

____ Electronic or ____ Hard copy (binder)

NAME OF CONTACT PERSON TO FORWARD INFORMATION

CONTACT ADDRESS

TELEPHONE NUMBER

EMAIL ADDRESS

Option to Attach Business Card Here: