



INVITATION FOR OFFERS TO PURCHASE

“Surplus Assets of Oneida Seven Generations”

SCHEDULE ‘A’ – ‘TERMS AND CONDITIONS OF SALE’

TCL Asset Group Inc. (TCL), in its capacity as Agent for the Vendor, will consider written Offers to Purchase the following Assets contained in Schedule ‘B’ - ‘List of Assets Available for Sale’, pursuant to these Terms and Conditions of Sale:

Surplus Assets of Oneida Seven Generations: Specially described in Schedule ‘B’ - ‘List of Assets Available for Sale’, and hereinafter referred to as the ‘Assets’.

1. Offers to Purchase must be in writing, in the required ‘Form of Offer to Purchase’ attached hereto as Schedule ‘C’. The Vendor reserves the right to reject any offers not in the form of Schedule ‘C’.
2. Offers to Purchase the Assets are submitted as follows:
 - **‘En Bloc’** - i.e. Offers to Purchase together, ‘En Bloc’, all Assets contained in Schedule ‘B’ - ‘List of Assets Available for Sale’.
3. All sales are in **US FUNDS**.
4. There can be no sale of the purchased Assets conducted by the Purchaser at the premises.
5. Upon acceptance of the Offer to Purchase by the Vendor, Schedule ‘C’ - ‘Form of Offer to Purchase’ together with Schedule ‘A’ - Terms and Conditions of Sale, and Schedule ‘B’ – ‘List of Assets Available for Sale’, which shall be deemed to form part of such Offer, shall constitute a binding **“Agreement of Purchase and Sale”** with the Purchaser.
6. Acceptance of the Offer to Purchase is subject to confirmation and approval of the Vendor. The highest or any Offer to Purchase need not necessarily be accepted. No person shall vary, retract, withdraw or countermand his Offer to Purchase before notification of acceptance or rejection of the Offer. The Vendor reserves the right to terminate the sales process at any time prior to closing.
7. All sales will be on an “as is, where is” basis. Any Offer to Purchase will be accepted on the basis that the Purchaser has inspected the Assets, and no warranty, guarantee, or condition of the Assets is expressed or implied, by TCL or the Vendor, as to description, size, condition, quality, quantity, or in any way whatsoever, including any descriptive material provided, and attached hereto.

Schedule ‘B’ - ‘List of Assets Available for Sale’, is provided solely for the convenience of prospective purchasers and is not warranted to be complete or accurate. The Purchaser shall be deemed to have relied entirely on their own inspection and investigation concerning the Assets and their description and condition; and is purchasing and accepts the Assets on an ‘as is, where is’ basis, and condition.



Schedule 'A' Continued

8. **The purchase price is payable as follows:**
For the purchase of the Assets "En Bloc" or "Piece By Piece":

The Vendor will accept or reject the offer within 72 hours of receiving the Offer to Purchase and deposit.

Upon acceptance of the Offer to Purchase, a deposit of 25% of the Total Gross Purchase Price offered is required to be paid immediately by bank wire transfer, or equivalent, payable to TCL Asset Group Inc. Payments are being accepted by TCL on behalf of the Vendor. The deposit of 25% shall be deemed a payment, to be applied against the purchase price, and applicable taxes, etc. and the successful Offeror shall pay the balance forthwith to TCL, by bank wire transfer, within 7 business days of acceptance. The Closing Date is considered to be the date that the payment is received in full as long as it is received within the 7 business days.

The Purchaser acknowledges that they will be responsible for removing the Purchased Assets from the premises within 10 business days of the Closing Date.

9. The deposit which is paid herewith shall be held by TCL without interest. If the Purchaser fails to pay the balance of the purchase price within the time limit as specified in point 8 above, or if the Purchaser fails to comply with the terms and conditions of the Agreement of Purchase and Sale, or if the Purchaser's Offer is countermanded, withdrawn, varied or retracted, at any time before notice of acceptance or rejection of such Offer, the deposit made by the Offeror shall be forfeited as liquidated damages.
10. Prior to closing, the Assets shall be and remain in the possession of and at the risk of the Vendor, and the Vendor will hold all policies of insurance effected thereon and the proceeds thereof, in trust for the Vendor and the Purchaser as their respective interests may appear.
11. The Purchaser shall take possession of the Assets as they exist on the Closing Date, from which date the Purchaser shall assume all the risks and responsibilities in connection therewith.
12. Upon completion of the Agreement of Purchase and Sale, the Purchaser shall be entitled to such deeds, bills of sale, or assignments that the Vendor, acting reasonably, may consider necessary to convey all its right, title and interest in and to the said Assets to the said Purchaser, and these documents shall contain covenants of the Vendor that he has the right to convey and has done no act to encumber the Assets being sold.
13. The Purchaser shall at his own expense be solely responsible for removing the Assets from their present location at the Purchaser's cost and expense. The Purchaser shall hold TCL and the Vendor harmless and indemnify them from and against any and all claims and demands that may, at any time, be made against TCL and the Vendor in respect of the Purchaser's action in removing the Assets or failure to remove from its present location within the time limit specified in point 8 above.



SCHEDULE 'B' - 'LIST OF ASSETS AVAILABLE FOR SALE'

INVITATION FOR OFFERS TO PURCHASE

"Surplus Assets of Oneida Seven Generations"

Lot 1 - Cummins Natural Gas Generator Set: model C17500N6C, S/N – J11K264783

Lot 5 - Power Command Unit Cummins Digital Master Control



SCHEDULE 'C' - 'FORM OF OFFER TO PURCHASE'

INVITATION FOR OFFERS TO PURCHASE

“Surplus Assets of Oneida Seven Generations”

We hereby submit the following irrevocable Offer To Purchase, in accordance with and subject to Schedule 'A' – 'Terms And Conditions Of Sale' annexed hereto and forming part of this Offer.

	<u>Amount of Offer</u>
1. “En Bloc” OFFER: For all of the Assets contained in Schedule 'B',	
In the total amount of	\$
NET PURCHASE PRICE:	\$
Plus: Applicable Taxes (6.875% TBD):	\$
<u>TOTAL PAYABLE IN U.S. FUNDS:</u>	\$
25% deposit of the Net Purchase Price, in the amount of	\$

Please Note: **Assets are located near Becker, Minnesota, USA**

Name & Position of Offeror: _____
 Company _____
 Address: _____
 Telephone No.: _____ Fax No.: _____
 Email Address: _____

Dated at _____ this _____ day of _____, 2018.

Per: _____ Witness: _____
 (Signature - I have authority to bind the company.)

Date: _____ Date: _____

Offer Accepted:
 TCL Asset Group Inc.

Per: _____ Date: _____