

**INVITATION FOR OFFERS TO PURCHASE**

**“Cynosure Potenza Microneedling System”**

**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:

Cynosure Potenza 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 **CAD 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 their 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 the opportunity to inspect the Assets, if required, 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, if conducted, 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':**

Upon receipt of the Offer to Purchase, the Agent for the Vendor will review and render a decision to accept or reject the offer within 2 business days.

The successful Purchaser shall upon acceptance of the offer be required to pay in full the Purchase Price set out in the offer as well as all applicable Taxes, and shall indemnify and save the Vendor harmless, with respect to any liability therefor. The Purchaser will be invoiced and shall pay the full amount owing within 48 hours to TCL, by bank wire transfer.

Payment in full must be received before removal of any assets. The Purchaser acknowledges that they will be responsible for removing the Purchased Assets from the premises within 10 days of the Closing Date. The Closing Date is the date on which payment is received in full.

9. 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.
10. Purchasers acknowledge that TCL Asset Group Inc. and/or the Vendor are not the shipper, exporter, or importer of record for any items removed from the asset location. All responsibility for arranging transportation, export, import, and delivery rests solely with the Purchaser. This includes, without limitation, the preparation and filing of all required documentation, permits, certificates, customs paperwork, taxes, duties, tariffs, and any other obligations imposed under applicable local, federal, or international laws and regulations.
11. The Purchaser shall at their own expense be solely responsible for removing the Assets from their present location at the Purchaser's cost and expense. Purchased assets must be removed within 10 business days of the closing date. 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.
12. This agreement will be governed by and interpreted in accordance with the laws of Ontario and the laws of Canada as applicable therein, without regard for any conflict of laws or choice of law principles that would permit or require the application of the laws of any other jurisdiction.

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Including:
Cynosure Fractional RF Microneedle Electrosurgical Unit (2023), mod. Potenza, s/n NPCIA23001
Cynosure Potenza Microneedle tips, various sized tips, (3) sealed boxes, (4) opened - varying quantities
Cynosure Potenza microneedle tips, A1-12
Proplate Electrosurgical grounding plate, (2) sealed, (1) opened
Cynosure Motor Handpiece (2022), mod. POZ-MHP-01, s/n A01528A00-POHFL22022 and Hand-piece stand (2023), mod. POZ-HPS-01, s/n NPCIA23001
(2023) Cynosure Jeisys Foot Switch, mod. POZ-FS-01, s/n 100-7043-003 NPCIA23001

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We hereby submit the following irrevocable Offer to Purchase, in accordance with and subject to the Terms and Conditions of Sale contained in Schedule “A” annexed hereto and forming part of this Offer.

	<u>Amount of Offer</u>
1. <b><u>En Bloc’ Offer:</u></b> For Assets contained in Schedule ‘B’,	
In the amount of _____	\$
<b>Gross Purchase Price:</b> _____	\$
<b>Plus: 18% Buyer’s Premium</b> _____	\$
<b>Sub-total:</b> _____	\$
<b>Plus: 13% GST (Goods and Services Tax)</b> _____	\$
<b>Calculated on Sub-total</b>	
<b>Total Amount Payable – CAD Dollars:</b>	<b>\$</b>

Please Note: Lots located at: 56 Pennsylvania Ave., Unit 13, Concord, ON L4K 3V9

<b>Name &amp; Position of Offeror:</b>	
<b>Company Name:</b>	
<b>Address Line 1:</b>	
<b>Address Line 2:</b>	
<b>Telephone No.:</b>	
<b>Email Address:</b>	

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**Per:** \_\_\_\_\_ **Witness:** \_\_\_\_\_  
 (Signature - I have authority to bind the company.)

**Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_

To be Completed by TCL Asset Group Inc.  
**Offer Accepted:**  
**Per:** \_\_\_\_\_ **Date:** \_\_\_\_\_