

INVITATION FOR OFFERS TO PURCHASE

“Non-Core Assets from the operations of Maricann”

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:

Non-Core Assets from the operations of Maricann: More particularly 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 may be 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”.
 - **‘Piece by Piece’** - i.e. Offers to purchase separately, ‘Piece by Piece’, individual items contained in Schedule ‘B’ - “List of Assets available for Sale”.
3. All sales are conducted and payable 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, access to the site, or in any way whatsoever, and 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 her/his own inspection and investigation concerning the Assets and their description and condition; and access to location; and her/he 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':**

Upon receipt of the Offer to Purchase, the Vendor will review and render a decision to accept or reject the offer within 1 business day.

The successful Purchaser shall upon acceptance of the offer be required to pay in full the Gross Purchase Price set out in the offer as well as the Buyer's Premium and 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 upon receipt of the invoice the total amount due to TCL Asset Group Inc., 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 7 to 10 days of TCL Asset Group Inc. receiving the payment in full. The Closing Date is the date which payment is received in full.

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.

9. The Purchaser shall at his own expense be solely responsible for removing the Assets from their present location, (Maricann Facility, Langton, Ontario Canada) 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.
10. 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.



SCHEDULE “C” - FORM OF OFFER TO PURCHASE

INVITATION FOR OFFERS TO PURCHASE

“Non-Core Assets from the operations of Maricann”

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. <u>En Bloc’ Offer:</u> For Assets contained in Schedule ‘B’, In the amount of _____	\$ _____
2. <u>Piece by Piece Offer:</u> For Assets contained in Schedule ‘B’ In the amount of _____	\$ _____
Gross Purchase Price: _____	\$ _____
Plus: 18% Buyer’s Premium: _____	\$ _____
Subtotal: _____	\$ _____
Plus: 13% HST (Harmonized Sales Tax) _____	\$ _____
<u>Total Amount Payable – US Dollars:</u>	<u>\$ _____</u>

Please Note:

Assets are located at the Maricann Facility - 150 8th Concession Rd., Langton, Ontario, Canada

Name & Position of Offeror:	
Company Name:	
Address Line 1:	
Address Line 2:	
Telephone No.:	
Email Address:	

Dated at _____ this _____ day of _____, 2024.

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

Date: _____ **Date:** _____

To be Completed by TCL Asset Group Inc.

Offer Accepted:

Per: _____ Date: _____

