

OFFER TO PURCHASE

**“Surplus Assets of De Beers Canada Inc.
Snap Lake Mine Assets”**

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 De Beers Canada Inc. – Snap Lake Mine Assets: 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 may be submitted as follows:
 - **‘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 in **US FUNDS**.
4. **The purchase price is payable as follows:**

The Purchaser shall on acceptance of the offer pay in addition to the Gross Purchase Price set out in his offer all applicable Sales Taxes, and Goods and Services Tax, etc., and shall indemnify and save the Vendor harmless, with respect to any liability therefor. The successful Offeror will be invoiced and shall pay the full amount owing within 7 business days to TCL, by bank wire transfer or equivalent.

5. There can be no sale of the purchased Assets conducted by the Purchaser at the premises.
6. Upon acceptance of the Schedule ‘C’ - Form of Offer to Purchase by the Vendor, the Offer to Purchase documents including: Schedule ‘A’ – “Terms and Conditions of Sale”; Schedule ‘B’ – “List of Assets Available for Sale”; and “Schedule ‘C’ – “Form of Offer to Purchase”, shall be deemed to form part of such Offer, shall constitute a binding **“Agreement of Purchase and Sale”** with the Purchaser.
7. 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.
8. 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.

8. Cont'd. 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 he is purchasing and accepts the Assets on an 'as is, where is' basis, and condition.

The purchaser shall indemnify and save the Vendor, or its agent, harmless with respect to any environmental hazards or bio-hazardous liabilities that may arise due to the previous use or cleaning of the Assets.

9. 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.
10. The Purchaser shall be entitled to possession of the Assets upon closing of this transaction, and upon payment in full of the Gross Purchase Price, plus applicable taxes, and all other payments to be made by the Purchaser pursuant to the Agreement of Purchase and Sale, from which date the Purchaser shall assume all the risks and responsibilities in connection therewith. The Purchaser shall take possession of the Assets as they exist on the date on which the Agreement of Purchase and Sale is completed, and the balance of the purchase price is paid in full.
11. 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.
12. The Purchaser shall at his own expense be solely responsible for removing the Assets from their present location at the Purchasers 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. The Purchaser acknowledges that he will be responsible for removing the Purchased Assets from the premises, within 2 (two) weeks of purchase.
13. This agreement will be governed by and interpreted in accordance with the laws of the Northwest Territories 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 'B' – "LIST OF ASSETS AVAILABLE FOR SALE"

OFFER TO PURCHASE

**"SURPLUS ASSETS OF DE BEERS CANADA INC.
SNAP LAKE MINE ASSETS"**

LIST OF ASSETS:



SCHEDULE 'C' – "FORM OF OFFER TO PURCHASE"

OFFER TO PURCHASE

**“Surplus Assets of De Beers Canada Inc.
Snap Lake Mine Assets”**

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.

Amount of Offer

1. **‘Piece by Piece’ OFFER:** Individual Assets in Schedule ‘B’,

In the total amount of..... \$

GROSS PURCHASE PRICE: \$

Plus: Applicable Taxes (5% G.S.T.)..... \$

TOTAL PAYABLE IN U.S. FUNDS: \$

Please Note:

Assets are located at Yellowknife, NT

PURCHASER:

Name & Position of Offeror: _____

Company _____

Address: _____

Telephone No.: _____

Fax No.: _____

Email Address: _____

Dated at _____ this _____ day of _____, 2017.

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

Witness: _____

Date: _____

Date: _____

Offer Accepted:

TCL Asset Group Inc.

Per: _____

Date: _____

