

INVITATION FOR OFFERS TO PURCHASE

“Vale Voisey's Bay Sea Container Auction”

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:

Vale Voisey's Bay Sea Container Auction 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’.
 - **“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 **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" or "Piece By Piece":

- i. The 'Form of Offer to Purchase' and a deposit of 10% of the Total 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.
 - ii. The offer is conditional on Inspection of Assets to be scheduled at a mutually agreed upon time between the Offeror and the Agent and Vendor no later than 10 days from the receipt of the deposit and 'Form of Offer to Purchase'. In the event that the Offeror does not complete the inspection within 10 days, the deposit shall be forfeited as liquidated damages. Once the Inspection of Assets is completed, the Offeror and Vendor will have 48 hours to finalize the Agreement of Purchase and Sale. If the Offer is not finalized and accepted within 48 hours from the time that Inspection is completed, then the deposit will be refunded in full.
 - iii. Once the Offer is finalized and accepted, the deposit of 10% 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 3 business days of final acceptance. The Offeror shall be herein referred to as the Purchaser.
 - iv. The Closing Date is considered to be the date that the payment is received in full as long as it is received within the 3 business days as per Point 8 iii. above.
 - v. 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 per Point 8 iii. above, or if the Purchaser fails to comply with the other terms and conditions of the Offer to Purchase, the deposit made by the Purchaser shall be forfeited as liquidated damages.
 - vi. The Purchaser acknowledges that they will be responsible for removing the Purchased Assets from the premises within 10 business days from the closing date. Payment in full is required prior to removal.
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.

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

INVITATION FOR OFFERS TO PURCHASE

Vale Voisey's Bay Sea Container Auction

INSERT LIST OF ASSETS AVAILABLE

INVITATION FOR OFFERS TO PURCHASE

“Vale Voisey's Bay Sea Container Auction”

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 _____	\$
Plus: 14.975 % QST (Goods and Services Tax) _____	\$
Total Amount Payable – CAD Dollars:	\$
10% deposit of the Gross Purchase Price, in the amount of _____	\$

Please Note: Lots located at: 9950 & 8950 Boul.Parent, Trois-Rivieres, Quebec

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

Dated at _____ **this** _____ **day of** _____, 2025.

Per: _____ **Witness:** _____

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

Date: _____ **Date:** _____

To be Completed by TCL Asset Group Inc.

Offer Accepted:

Per: _____ **Date:** _____