



# Critical Minerals extraction site

Danville, QC | Canada

**Business opportunity to extract ecoresponsible Critical Minerals**

February 2024



## Overview

- Tergeo Minéraux Critiques inc. (hereinafter “**Tergeo**” or “**the Company**”), strategically located in Danville, Quebec, Canada, was founded in 2012. The Company acquired the assets of Metallurgy Magnola inc. from Glencore in 2017 which operated in the mining and smelting industry.

- **Tergeo’s key investment highlights can be summarized as follow :**

1

**110 million tons of serpentine tailings, a ready-to-process mineral resource containing, among others, potentially ~42 million tons of oxide magnesium, ~42 million tons of silica, and ~225 000 tons of nickel**

2

**38 patents and patents in development for mineral extractions and other processes**

3

**A 51 million square feet site (including the mine tailings and a 23,500 square feet foundry)**

4

**A foundry, built in 2021, producing secondary magnesium ingots from magnesium scrap. This plant was operated from 2021 to 2023 and is currently in care and maintenance**

## Favorable industry trends

- North American demand for magnesium is ~180ktpy and European demand is ~170ktpy; one facility in the USA supplies 65ktpy (but is currently in care and maintenance), and there is currently no significant production in Europe.
- Magnesium demand is forecasted to grow at a 5% CAGR through 2032.
- Growing trend of using natural silica instead of carbon black and synthetic Silica.



## Extraction Process

110M Metric Tons of Serpentine tailings

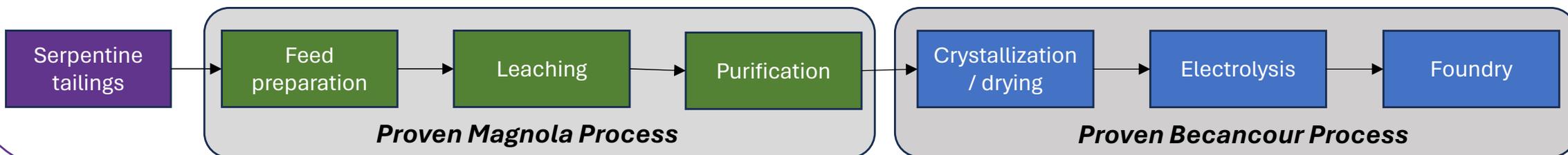
Proprietary Extraction Technology

Potential of extraction of magnesium, silica and nickel

North American and European Markets

### Proprietary Extraction Technology

- Tergeo has developed a primary Magnesium production process that combines:
  - Magnola technology used between 1999 and 2003 was a hydrometallurgical process – acquired as part of the 2017 transaction. This process allows asbestos to be neutralized at the outset and secures the residue for the rest of the extraction process.
  - Becancour technology used between 1989 and 2007 was an electrolysis process – it is since off-patent.
  - The process involved the use of 5 U.S patents.
  - The above processes result in reduced production costs, improved recovery of Mg and SiO<sub>2</sub>, and reduced CO<sub>2</sub> emissions.
  - The process is recognized by the International Magnesium Association as the lowest greenhouse gas-emitting magnesium metal production.
- **Tergeo completed a pre-feasibility study in 2023 to produce 25 ktpy of primary magnesium. A feasibility study was also underway.**
- Numerous other patents have been developed to support the extraction of magnesium but also other critical minerals such as nickel and silica. A pre-concept study was performed for the valorization of Nickel.



## Tergeo's competitive advantages

### Supplying Critical Minerals the Western World Needs

With the clear undersupply of Magnesium in North America, a strong demand for natural eco-friendly silica, and the looming EV revolution causing a shift in nickel demand, Tergeo's minerals benefit from significant demand drivers.

### Proven Proprietary Extraction Technology

Patented processes combining hydrometallurgical and electrolytic extraction technologies for magnesium and under development processes for Nickel, enabling one of the world's lowest-cost production processes while virtually eliminating CO2 emissions.

### Addressing the Environmental and Social Imperative

Potentially the world's greenest producer of magnesium and silica, Tergeo was targeting to become the greenest producer of nickel concentrate. The Company was aiming for a Full Net Zero by producing carbon neutral magnesium and silica.



Potentially the **largest Western producer** of the most critical metal: Magnesium.



Addressing the issue of a market **dominated by Asia**



**Low carbon footprint** without mining risk and a positive impact by **remediating an environmental liability.**

## Assets – Minerals

### Magnesium oxide – potential of 42M tons

- Subject to strong price inflation from energy, labor prices and political factors.
- Upcoming tariffs and policies that will limit the trading of Asian magnesium in the Western market.

### Silica – potential of 42M tons

- Growing use of raw (amorphous) silica and refined (precipitated) silica, required in the pharmaceutical and tires industries.
- Increase in the use of silica to replace outdated minerals.

### Nickel – potential of 225 000 tons

- Recent surge in interest in North American nickel projects to supply battery markets.
- Growing EV market.

And other resources such as Cobalt, Iron etc.

## Tergeo Estimated Resources and Extrapolated Potential

Mineral	Estimated Resource (Goldminds)	Total Extrapolated potential Resources	% of Total Resources
MgO	21 418 279	41 562 072	37,78%
SiO2	21 829 250	42 332 886	38,48%
Ni	116 342	225 267	0,20%
Co	5 670	11 000	0,01%
Other (e.g. Iron)	13 331 459	25 868 775	23,52%
<b>Total</b>	<b>56 701 000</b>	<b>110 000 000</b>	<b>100,00%</b>

- Based on the GoldMinds Geoservices inc. resource estimate (measured and indicated), « Pre-feasibility Study (2023) - Tergeo – Production of 25,000 tpy of primary magnesium project».
- The Pre-feasibility Study was performed on around 50% of Tergeo's total resource. The total 110M tons were extrapolated from the measured, indicated and inferred resources, given the homogeneity of the raw material.

## Recycling Magnesium foundry

- Plant producing secondary magnesium ingots from magnesium scrap.
- Construction year: 2021
- ISO 9001:2015
- 23,000 square feet (steel structure)
- Reached production capacity of 651 tons per month (maximum recycling capacity of 1,000 tons per month)
- Construction cost : \$35 million (including equipment)
- Major equipment and systems: Melting furnace, alloying furnaces, refining furnace, casting molds and packaging and all auxiliary systems necessary.



## Osmosis water treatment plant

- Construction year: 1999
- Building of 20,150 square feet (steel structure)
- Three osmosis treatment systems (two from 2000, and one from 2008 – partially upgraded in 2024.
- A waste pond of 1 million m3 capacity.
- A water pond of 400,000 m3 capacity.

## Office and maintenance building

- Construction year: 1999
- Building of 6,857 square feet (steel structure)

## Other buildings and infrastructures

- Fire pumps station (1999);
- Rainwater pond (26 000 m3 capacity);
- Hydrochloric acid tanks (1998);
- Brine tanks farm (1999);
- Water tanks (1999);

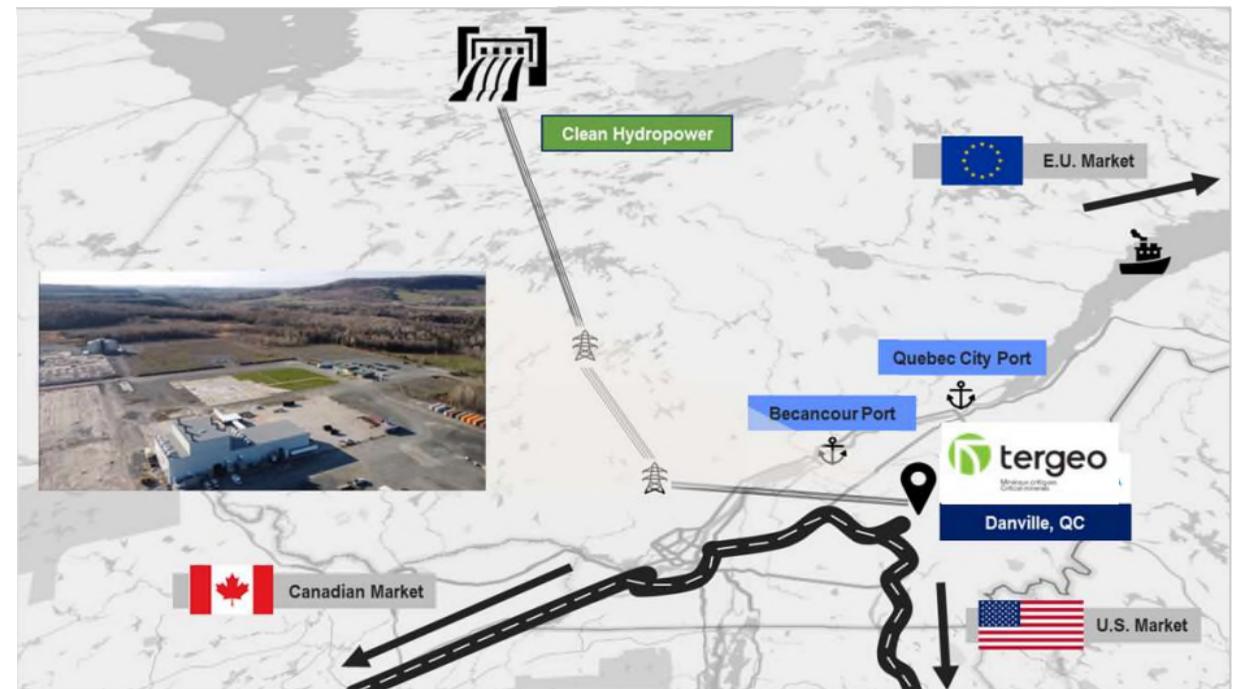
## Location & Infrastructure

- Tergeo's 110M tons of serpentine tailings represents one of the largest deposits in Canada.
- Québec offers one of the best mining markets in the World, benefiting from supportive and transparent government policies.

### Historical Mine with all Required Infrastructure and Hook-ups

- 230kV power line feeding clean hydroelectricity at a rate (L-rate) of US\$0.04/kWh – Tergeo expects to be eligible for the L-20% rate.
- Natural gas pipeline on site, with over 21,000 m<sup>3</sup>/hour natural gas capacity.
- Water treatment, recovery, and distribution infrastructure connected to the city's sewerage and drinkable water network.

## Regional Infrastructure Map



## Distances & Driving times



Quebec City Port  
175km | 2h



Becancour Port  
100km | 1h 15min



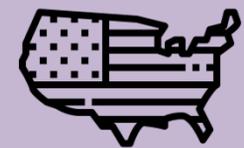
Richmond Train Station  
20km | 17 min



Route 116  
3km | 5min



Montréal  
160km | 1h 50min



US Border  
110km | 1h 10min

### Acquisition and Investment Opportunity and Timeline

- On November 10th 2023, Raymond Chabot Inc. (“RCI” or “the Monitor”), was appointed as Monitor of Tergeo Minéraux Critiques Inc. under the *Companies’ Creditors Arrangement Act* pursuant to the provisions of an order from the Quebec Superior Court (“the Court”).
  - Pursuant to an order of the Court dated February 9<sup>th</sup>, 2024, the Court approved a Sale and Investor Solicitation Process (“SISP”) to be conducted with respect to the business and assets of Tergeo in accordance with the procedures, terms and conditions set out in the Procedures of the SISP (“SISP Procedures”) and the letter attached hereto.
- 
- The due diligence period and access to a virtual data room will be provided to prospective purchasers and investors (“Prospective Bidders”) starting February 20, upon the execution of the **Confidentiality Agreement** and the **Prospective Bidder Information Form**.
  - The project and its assets may be visited, and access to the virtual data room may be obtained by contacting Alexander Lee – contact information provided herein.
  - To participate in the SISP and be considered for qualification, Prospective Bidders must qualify as **Qualified Bidders** under the SISP Procedures.
  - Non-binding letters of intent must be received at RCI’s offices **by no later than 5:00 PM (Eastern Time) April 15, 2024** in accordance with the SISP Procedures.
  - The terms and conditions set out in the SISP Procedures apply to all letters of intent that will be submitted. It is the responsibility of the Prospective Bidders to obtain a copy of the SISP Procedures.

#### NOTICE

This document is confidential and should not be reproduced or distributed. The sole purpose of this document is to enable potential acquirers or financial partners to evaluate their interests in pursuing a potential investment and it should not be used for other purposes. The information herein has been provided to Raymond Chabot Inc. All eligible purchasers and those requesting information must conduct a due diligence review of the issues referred to themselves and obtain on their own proof of the accuracy of all such questions. While every care has been taken in the preparation of this document and the information contained herein, we hereby notify you that we accept no responsibility or liability for loss or damage, whatever they may be, which could happen in any way, because of the trust placed in this document and the information it contains.

Danville

Industrial site (2 lots)

Serpentine tailings (4 lots)

4 079 794

4 079 353

4 079 795

4 079 793

4 079 791

4 079 792





**Ayman Chaaban, CPA, CIRP, LIT**  
Associé | Partner  
+1 (514) 393 4734  
Chaaban.Ayman@rcgt.com

**Gautier Péchadre, CPA, CIRP, LIT**  
Associé | Partner  
+1 (514) 954 4647  
Péchadre.Gautier@rcgt.com

**Alexander Lee, CPA**  
Directeur adjoint | Assistant Manager  
+1 (514) 878 2692 x8129  
Lee.Alexander@rcgt.com

---

This document is confidential and should not be reproduced or distributed. The sole purpose of this document is to enable potential acquirers or financial partners to evaluate their interests in pursuing a potential investment and it should not be used for other purposes. The information herein has been provided to Raymond Chabot Inc. All eligible purchasers and those requesting information must conduct a due diligence review of the issues referred to themselves and obtain on their own proof of the accuracy of all such questions. While every care has been taken in the preparation of this document and the information contained herein, we hereby notify you that we accept no responsibility or liability for loss or damage, whatever they may be, which could happen in any way, because of the trust placed in this document and the information it contains.

# Process Letter

**BY EMAIL**

**PRIVATE AND CONFIDENTIAL**

An affiliate of  
**Raymond Chabot Grant Thornton L.L.P.**  
Suite 2000  
National Bank Tower  
600 De La Gauchetière Street West  
Montréal, Quebec  
H3B 4L8  
T 514-879-1385  
[www.raymondchabot.com](http://www.raymondchabot.com)

February 20, 2024

**Subject: Process letter - In the matter of the Companies' Creditors Arrangement Act of Tergeo Critical Minerals Inc. in court file 500-11-062825-233**

On behalf of Tergeo Critical Minerals inc., Alliance Magnesium Metallurgy Inc., Alliance Magnesium Inc. and Alliance Magnesium Mines Inc. (collectively the "**Debtors**"), Raymond Chabot Inc. (the "**Monitor**"), in its capacity as court-appointed monitor of the Debtors, thank you for your interest in a potential transaction (the "**Transaction**") in respect of all or part of the shares and/or the businesses, property and assets of the Debtors (collectively, the "**Business**"), all as more particularly described in the teaser letter submitted concurrently with this letter and summarizing the acquisition and investment opportunity with respect to the Debtors (the "**Teaser**").

This letter summarizes the SISP (as defined below) as it relates to its "Phase 1" and the information that is required to be submitted as part of your non-binding "Phase 1" bids pursuant to the terms of Bidding Procedures (as defined below).

## **Background**

Pursuant to a transition order of the Superior Court of Québec (Commercial Division) in the District of Montreal (the "**Court**") on November 10, 2023, as amended and restated on December 11, 2023 (as further amended and/or restated from time to time, the "**Transition Order**"), the Debtors obtained protection from their creditors under the *Companies' Creditors Arrangement Act* (the "**CCAA Proceedings**"). The Monitor was appointed as monitor for the Debtors as part of the CCAA Proceedings. The role of the Monitor is essentially to conduct and oversee the CCAA proceedings, in consultation with the Debtors, manage the affairs of the Debtors, assist the Debtors with the orderly restructuring of their business and financial affairs, and to report to the Court.

On February 9, 2024, the Court also approved a Sales and Investment Solicitation Process ("**SISP**"; the "**Bidding Procedures Order**") and the Procedures of the Sale and Investor Solicitation Process of the Debtors (the "**Bidding Procedures**"), authorizing the Monitor to undertake a SISP with a view to identifying one or more transactions in respect of all or part of the Business.

The Transition Order, the Bidding Procedures Order, the Bidding Procedures and any other orders of the Court made in the CCAA Proceedings exclusively govern the process for soliciting and selecting bids for the sale of some or all of the Business or any part thereof (the “**Opportunity**”), subject to the terms thereof.

A copy of the Transition Order, the Bidding Procedures Order and the Bidding Procedures are available on the Monitor’s website at <https://www.raymondchabot.com/fr/entreprises/dossiers-publics/alliancemagnesiumtergeo/>. All defined terms used herein have the definitions given to them in the Bidding Procedures unless otherwise defined in this letter.

**Please read the Transition Order, the Bidding Procedures Order and the Bidding Procedures carefully. In the event of any inconsistency between the terms of this letter and the terms of the Transition Order, the Bidding Procedures Order or the Bidding Procedures, the terms of the Transition Order, Bidding Procedures Order and/or the Bidding Procedures shall govern.<sup>1</sup>**

#### **Qualification of Phase 1 Qualified Bidder**

In order to participate in the General SISP, to receive confidential information regarding the Opportunity and the Business, and to be considered for qualification as a Phase 1 Qualified Bidder, an interested party must deliver the following to the Monitor:

- a) an executed NDA, in form and substance satisfactory to, and in favour of, the Monitor and the other parties disclosing information as part of the SISP;
- b) evidence, reasonably satisfactory to the Monitor of such interested party’s financial wherewithal to complete a Transaction in respect of the Opportunity (either with existing capital or with capital reasonably anticipated to be raised prior to closing) and disclose details of such interested party’s ownership, investors and other financing sources.

During the term of the SISP, interested parties who have executed an NDA will be prohibited from communicating with each other regarding the Opportunity without the Monitor’s prior written consent.

An interested party who has executed an NDA (a “**Potential Bidder**”) will be deemed a Phase 1 Qualified Bidder if: (a) such Potential Bidder has satisfied all of the requirements described above; and (b) such Potential Bidder’s financial wherewithal demonstrate, to the satisfaction of the Monitor, the capability of such Potential Bidder to consummate a Transaction and that such Potential Bidder is likely (based on availability of financing and other considerations) to consummate a transaction within the requisite timeframe. If it is determined that a Potential Bidder is a Phase 1 Qualified Bidder, the Monitor will promptly notify the Potential Bidder that it is a Phase 1 Qualified Bidder.

---

<sup>1</sup> In case of inconsistencies between the French and the English version of the Bidding Procedures, the French version shall prevail.

## Your Due Diligence

As soon as practicable after the determination that a Potential Bidder is a Phase 1 Qualified Bidder, the Monitor will arrange for appropriate contacts for due diligence purposes and all (i) communications regarding a Transaction, (ii) requests for additional information regarding the Business, and (iii) discussions or questions regarding the SISP, should be submitted or directed to the Monitor.

In order to facilitate your review of the Opportunity and the Business, we have provided you with the Teaser. A Phase 1 Qualified Bidder will also be promptly provided with access to materials in the virtual data room (the “**VDR**”). Pursuant to the SISP, the Monitor (in consultation with the Debtors) reserves the right to limit any Phase 1 Qualifier Bidder’s access to any confidential information regarding the Opportunity (including any information on the VDR), including where such limitations are warranted by applicable competition or anti-trust laws.

The Monitor, the Debtors and their respective affiliates, representatives and professional advisors, are not responsible for, and will have no liability with respect to, any information obtained by you in connection with the Opportunity, and the Monitor, Debtors and their advisors and professional advisors do not and have not made any representations or warranties whatsoever as to the information or materials provided through the due diligence process or otherwise made available to you in connection with the Opportunity (including on the VDR).

## Submitting a Phase 1 Qualified Bid

Non-binding letters of intent (“**LOIs**”) submitted by Phase 1 Qualified Bidders in respect of the Business can take the form of (i) an LOI contemplating the purchase of all, substantially all or part of the Business, whether structured as an asset purchase, a share purchase or combination thereof (a “**Sale Proposal**”) or (ii) an LOI contemplating an investment in or a restructuring, recapitalization, reorganization or refinancing of the Debtors or the Businesses or any part thereof through (an “**Investment Proposal**”) (each a “**Phase 1 Bid**”). A Phase 1 Bid may be in respect of all of the Debtors’ Business, or only a part or parts thereof.

Pursuant to the Bidding Procedures, a Phase 1 Bid must be submitted in writing and received by the Monitor by no later than 5:00 PM (Eastern Time) April 15, 2024 (the “**Phase 1 Bid Deadline**”), via email to the email addresses set out below:

Ayman Chaaban

Email: [chaaban.ayman@rcgt.com](mailto:chaaban.ayman@rcgt.com)

## Content of a Phase 1 Qualified Bid

A Phase 1 Bid will only be considered a Phase 1 Qualified Bid if:

- a) it complies with the requirements set forth in Sections 19(a) to (j) of the Bidding Procedures;
- b) if the Phase 1 Bid is a Sale Proposal, if it also complies with the requirements set forth in Section 19(k) of the Bidding Procedures;

- c) if the Phase 1 Bid is an Investment Proposal, if it also complies with the requirements set forth in Section 19(l) of the Bidding Procedures.

Notwithstanding the foregoing, the Monitor, in consultation with the Debtors, may waive compliance with any one or more of such requirements and deem such noncompliant Phase 1 Bids to be Phase 1 Qualified Bids.

### **Clarifications and Extensions**

The Monitor, in consultation with the Debtors, will be entitled, either prior to or following the Bid Deadline, to seek to clarify or revise the terms of a Phase 1 Qualified Bid and the Monitor may accept a revised, clarified Phase 1 Qualified Bid provided that the initial Phase 1 Qualified Bid was received prior to the Phase 1 Bid Deadline.

### **Assessment of Phase 1 Qualified Bids**

Within twenty (20) days following the Phase 1 Bid Deadline (or at such later time as the Monitor deems appropriate), the Monitor will review and assess Phase 1 Qualified Bids received and notify each Phase 1 Qualified Bidder having submitted a Phase 1 Bid as to whether such bid is qualified as a Phase 1 Satisfactory Bid. For greater certainty, there can be one or more Phase 1 Qualified Bids that may be determined as being a Phase 1 Satisfactory Bid, such that one or more Phase 1 Qualified Bidders may be allowed to participate in “Phase 2” of the SISP.

Based on the outcome of “Phase 1” of the SISP, a distinct process letter will be provided to the relevant parties by the Monitor, summarizing the process as relates to “Phase 2” of the SISP and the information and documentation that is required to be submitted as part of the Binding Offers pursuant to the terms of Bidding Procedures.

If you have any questions regarding the SISP, the Bidding Procedures or any other matter related to the Business, please feel free to contact Ayman Chaaban (514-393-4734). We will be available throughout the SISP to assist you.

**In no event should you contact, without first having obtained written authorization from the Monitor, the management, directors, employees, shareholders, suppliers, customers or lenders of the Debtors regarding any matter relating to the Business, a Transaction or the SISP.**

On behalf of the Debtors, we appreciate your interest in the Business and your participation in the SISP.

Yours truly,

**Raymond Chabot inc.** acting in its capacity as Monitor of the Debtors.

# **Non Disclosure Agreement**

\_\_\_\_\_, 2024

**VIA EMAIL**

To whom it may concern:

**Re: Non-Disclosure Agreement - In the matter of the Companies' Creditors Arrangement Act of Tergeo Critical Minerals Inc. in court file 500-11-062825-233**

*Capitalized terms used in the context of the present letter shall have the meaning ascribed to them in the section entitled "Definitions".*

On November 9, 2023, Investissement Québec, in its capacity as secured creditor, commenced proceedings under the CCAA in respect of the Debtors before the Superior Court of Québec (Commercial Division) in the District of Montréal (the "**Court**"). A transition order under the CCAA was rendered on November 10, 2023, as amended and restated by the Court on December 11, 2023 (as amended and/or restated, from time to time, the "**Transition Order**").

Pursuant to the Transition Order, Raymond Chabot Inc., a licensed insolvency trustee, was appointed as monitor in the CCAA Proceedings (in such capacity, the "**Monitor**") to conduct and oversee the CCAA proceedings, in consultation with the Debtors, manage the affairs of the Debtors, assist the Debtors with the orderly restructuring of their business and financial affairs, and to report to the Court.

On February 9, 2024, the Court also granted an order (the "**Bidding Procedures Order**"), authorizing the Monitor to undertake a sale and investment solicitation process with a view to identifying one or more transactions in respect of all or part of the Business (the "**SISP**").

The SISP shall be conducted by the Monitor in accordance with the Bidding Procedures attached as Schedule A to the Bidding Procedures Order.

The present Agreement, which represents the *Non-Disclosure Agreement* referred to in the Bidding Procedures, sets out the terms and conditions upon which the Disclosing Parties, as applicable, are willing to disclose and make available in the context of the SISP, on a confidential basis, the Evaluation Material to any Recipient for the purpose of considering a possible Transaction.

By signing and returning the present letter, the Recipient covenants and agrees with the Monitor as follows:

**1. DEFINITIONS**

The following terms as used in the present Agreement shall have the following meaning:

- (a) **“Affiliate”**: When used to indicate a relationship with a specified Person, means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified Person and a Person shall be deemed to be controlled by another Person if controlled in any manner whatsoever that results in control in fact by that other Person whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.
- (b) **“Agreement”**: Shall mean the present agreement, as it may be amended or supplemented from time to time in accordance with its terms;
- (c) **“Bidding Procedures”**: Shall mean the procedures entitled *Procedures for the Sale and Investment Solicitation Process* governing the SISP in the course of the CCAA proceedings.
- (d) **“Business”**: Shall mean the shares and/or businesses, property and assets of the Debtors.
- (e) **“Debtors”**: Shall mean Tergeo Critical Minerals Inc., Alliance Magnesium Metallurgy Inc., Alliance Magnesium Inc. and Alliance Magnesium Mines Inc.
- (f) **“CCAA”**: Shall mean the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.
- (g) **“Court”**: Shall have the meaning ascribed to it in the preamble.
- (h) **“Disclosing Party”**: Shall mean, as applicable, the Debtors and their respective Representatives, the Monitor and its Representatives.
- (i) **“Evaluation Material”**: Shall mean all information (in whatever form, whether documentary, computer storage or otherwise and regardless of whether specifically identified as “confidential”) that any Disclosing Party discloses to the Recipient in the course of the Recipient’s evaluation of a possible Transaction, whether prior to or after the execution of this Agreement, which contains or otherwise reflects information concerning any Disclosing Party (as applicable), its assets, the Business or a possible Transaction. It shall also include any Notes. The term **“Evaluation Material”** does not include any information:
  - (i) that at the time of disclosure to the Recipient or thereafter, is or becomes generally available to or known by the public (other than as a result of a disclosure by the Recipient or one of its Representatives in violation of this Agreement), although no information shall be deemed to be public merely because it forms part of more general information that is public;
  - (ii) that was received by the Recipient on a non-confidential basis from a source other than the Disclosing Parties that the Recipient does not know or reasonably believe to be prohibited from transmitting the information to by a confidentiality agreement with or other contractual, legal or fiduciary obligation in favor of a Disclosing Party;
  - (iii) that the Recipient is able to demonstrate was disclosed to the Recipient by a Disclosing Party on a non-confidential basis;

- (iv) that was or is independently developed or otherwise discovered by the Recipient without using any Evaluation Material and without breaching the terms of this Agreement;
- (j) **“Monitor”**: Shall have the meaning ascribed to it in the preamble.
- (k) **“Notes”**: Shall mean any and all reports, analysis, compilations, data, notes or other information that are prepared by the Recipient or its Representatives (in whatever form, whether documentary, computer storage or otherwise) which, in whole or in part, are based on, derived from, contain or reflect any Evaluation Material.
- (l) **“Person”** shall be broadly interpreted and shall include any individual, body corporate (with or without share capital), partnership, limited partnership, syndicate, sole proprietorship, joint venture, association, unincorporated organization, trust, trustee, executor, administrator or other legal representative, the Crown or any agency or instrumentality thereof and any other entity.
- (m) **“Potential Bidder”**: Shall mean a Person having signed a non-disclosure agreement in accordance with the Bidding Procedures.
- (n) **“Recipient”**: Shall mean the Person entering into and executing the present Agreement.
- (o) **“Representative”**: Shall mean the directors, officers, holding companies, employees, agents, lawyers, consultants, accountants, financial and other advisors, prospective banks or other institutional lenders in respect of a Transaction and the directors, officers and employees of any such agents, advisors and lenders.
- (p) **“SISP”**: Shall have the meaning ascribed to it in the preamble.
- (q) **“Transaction”**: Shall mean any one or more of the following transactions, as applicable: (i) an asset acquisition transaction of the Business and/or (ii) a transaction with respect to an investment or a recapitalization or reorganization of the Business.
- (r) **“Transition Order”**: Shall have the meaning ascribed to it in the preamble.

## **2. DISCLOSURE OF THE TRANSACTION PROCESS, AND USE OF THE EVALUATION MATERIAL**

The Recipient undertakes, acknowledges and agrees to the following:

- (a) Except as permitted under Section 2(b) hereof, the Recipient will not disclose to any Person the fact that discussions or negotiations are taking place concerning the Transaction, the process that may lead to the Transaction, the Evaluation Material or any of the terms, conditions or other facts with respect thereto (including the status thereof and the mere existence or status of this Agreement).
- (b) The Recipient may disclose the Evaluation Material to those of its Representatives who have a need to know the Evaluation Material for the purpose of considering or evaluating a Transaction, so long as the Recipient, prior to disclosing Evaluation Material to any such Representative, issues appropriate instructions to such Representative to satisfy its obligations herein and obtain its agreement to receive

and use the Evaluation Material on a confidential basis on the same conditions as contained in this Agreement. The Recipient shall cause its Representatives to comply with the terms of this Agreement and shall be liable for any breach of this Agreement by its Representatives who received Evaluation Materials.

- (c) The Recipient will not use any of the Evaluation Material in any manner except as required for the consideration, evaluation and negotiation of a Transaction. The Recipient shall not use the Evaluation Material so as to obtain any commercial advantage over any Disclosing Party or in any way which is, directly or indirectly, detrimental to any Disclosing Party.
- (d) The Recipient will protect the Disclosing Party's interest in the Evaluation Material and keep it confidential. All rights, titles and interests in and to the Evaluation Material will remain the exclusive property of the applicable Disclosing Party and the Evaluation Material will be held in confidence by the Recipient. No interest or right respecting the Evaluation Material, other than as may be expressly set out herein, is granted to the Recipient under this Agreement by implication or otherwise. Except as otherwise specified herein, the Recipient will not directly or indirectly disclose, allow access to, transmit or transfer any Evaluation Material to a third party without the Monitor's prior written consent.
- (e) If the Recipient is requested pursuant to or required by applicable law to disclose any Evaluation Material, the existence of this Agreement or any of the terms hereof, the Recipient may make such disclosure but must first provide the Disclosing Parties with prompt notice of such request or requirement, unless notice is prohibited by law, in order to enable the Disclosing Parties to seek an appropriate protective order or other remedy or to waive compliance with the terms of this Agreement or both. The Recipient will not oppose any action by the Disclosing Parties to seek such a protective order or other remedy. If, failing the obtaining of a protective order or other remedy by the Disclosing Parties, such disclosure is required, the Recipient will use reasonable efforts to ensure that the disclosure will be afforded confidential treatment.
- (f) The Evaluation Material will not be copied, reproduced in any form or stored in a retrieval system or data base by the Recipient without the prior written consent of the Monitor, except for such copies and storage as may be required by the Recipient in connection with considering and evaluating a Transaction.
- (g) If the Recipient or its Representatives become legally compelled (by law, rule, regulation, subpoena, civil investigative demand or similar process having force of law or under the rules of any securities exchange on which Recipient or its Representatives are subject to) (i) to disclose any of the Evaluation Materials or (ii) to make any comment, statement or communication regarding any of the facts or information referred to in Section 2(a) hereof, the Recipient will (and shall; cause its Representatives to), to the extent legally permissible, promptly provide the Disclosing Parties with reasonable particulars of the legally required disclosure and shall consent to and assist the Disclosing Parties in obtaining any protective order or other appropriate remedy that the Disclosing Parties or their respective Affiliates may seek for the purpose of preventing disclosure of any of the Evaluation Materials to the public. If such protective order or other remedy is not obtained, or if the Disclosing Parties waive compliance with the provisions of this Agreement, the Recipient, its

Representatives will disclose only that portion of the Evaluation Materials which the Recipient and its Representatives are advised by counsel is legally required and will exercise commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Evaluation Materials so disclosed.

- (h) This Agreement does not constitute any representation, warranty or guarantee (whether express or implied) with respect to the accuracy or completeness of any Evaluation Material and neither the Recipient nor its Representatives will be entitled to rely on the accuracy or completeness of the Evaluation Material, or any of it, except as otherwise may be provided in specific representations and warranties in a definitive agreement to be entered into by the Debtors in connection with a Transaction, subject to the Court's prior approval. None of the Disclosing Parties or any of their Affiliates will be liable for any errors or omissions in the Evaluation Material or the use or the results of the use of the Evaluation Material.
- (i) The Recipient will promptly advise the Monitor if it determines not to seek to proceed with a Transaction. In such event, or at any time upon request of the Monitor, the Recipient will promptly return to the Monitor all Evaluation Material and all copies thereof in any form whatsoever under the power or control of Recipient or its Representatives and delete the Evaluation Material from all retrieval systems and data bases or destroy the same as directed by the Monitor and provide a certificate signed by an authorized officer of the Recipient who supervised the return or destruction of the Evaluation Material certifying the Recipient's deletion thereof. Notwithstanding the foregoing, the Recipient and its Representatives shall (i) be permitted to retain one copy of the Evaluation Materials in a secure location not accessible in the ordinary course of business solely for the purpose of (x) complying with applicable laws, rules or regulations of any governmental agency or self-regulatory organization to which you (or your Affiliates) are subject (y) complying with a *bona fide* internal document retention policies or (z) identifying your obligations under this Agreement or defending against any claim or allegation that Recipient or its Representatives have breached this Agreement, and (ii) not be required to destroy, delete, or modify any backup tapes or other media pursuant to automated archival processes in the ordinary course of business, it being understood in each case that any such surviving Evaluation Material shall remain subject to the limitations of this Agreement.
- (j) No Disclosing Party will be under any legal obligation or have any liability to the Recipient of any nature whatsoever with respect to a Transaction by virtue of this Agreement and resulting from the use of the Evaluation Material.
- (k) The Recipient will indemnify and save harmless the Disclosing Parties from and against all losses, damages, expenses, liabilities, claims and demands of whatever nature or kind (including all legal fees and costs on a solicitor and client basis) resulting from or in connection with any breach of this Agreement by the Recipient or its Representatives.
- (l) Unless expressly authorized by the Monitor, the Recipient undertakes not to communicate with any other Potential Bidder regarding a potential transaction during the term of the SISP.

- (m) The Recipient will not, without the prior written consent of the Monitor or the Debtors, as applicable, for a period of twenty-four (24) months from the date hereof, directly or indirectly, solicit or cause to be solicited for employment or hire any employee, officers or directors of the Debtors or any of their Affiliates. The foregoing restriction will not apply to (i) general solicitation made to the public that are not specifically targeted at any employee, officers or directors of the Debtors or any of their Affiliates, (ii) responding to candidates forwarded by a personnel recruiter, provided that neither the Recipient, its Representatives nor the personnel recruiter used the Evaluation Materials to target such employee, officer or director or (iii) offers of employment made to employees, officers or directors of the Debtors or any of their Affiliates pursuant to a definitive agreement in respect of a Transaction when, as and if such a definitive agreement is executed and approved by the Court, and subject to such limitations and restrictions as may be specified in such definitive agreement.
- (n) The Recipient agrees that neither the Recipient nor any of the Recipient's Representatives will approach, correspond with, talk to or contact in any other manner, any Representative, customer, supplier, distributor, franchisee or creditor of the Debtors or their Affiliates or any of their respective Representatives concerning the proposed Transaction or the Evaluation Materials, without the prior written consent of the Monitor, to be provided consultation with the Debtors. All communications regarding this Agreement and any Transaction will initially be made through the following individuals or their legal counsels:
- (i) *Raymond Chabot Inc. in its capacity as Monitor*  
600, rue de la Gauchetière Ouest, suite 2000  
Montreal, Quebec  
H3B 4L8
- Ayman Chaaban**  
Phone: 514 393-4734  
Email: [Chaaban.ayman@rcgt.com](mailto:Chaaban.ayman@rcgt.com)
- (ii) *Fasken Martineau DuMoulin, counsel to the Monitor*  
800 Rue du Square-Victoria, Suite 3500  
Montréal, Québec  
H4Z 1E9
- Brandon Farber**  
Phone : 514-397-5179  
Email : [bfarber@Fasken.com](mailto:bfarber@Fasken.com)
- (o) For a period of twenty (24) months from the date hereof, the Recipient and its Representatives will not use the Evaluation Material to: (a) directly or indirectly request, advise or cause any customer or client of Debtors or their Affiliates to withdraw, curtail, or cancel such customer's or client's business with the Debtors or their Affiliates; (b) directly or indirectly disclose to any other Person, the names or

addresses of any of the customers or clients of the Debtors or their Affiliates; and (c) solicit or attempt to solicit, directly or indirectly, provide services, obtain business or trade from any of Debtors of their Affiliates' current customers or clients to whom Recipient or its Representatives were introduced or with whom Recipient or its Representatives otherwise had contact or learned of as a result of its evaluation of the Transaction, or help any Person do so or attempt to do so.

- (p) The Recipient agrees that monetary damages would not alone be sufficient to remedy any breach by the Recipient or the Recipient's Representatives of any term or provision of this Agreement and that the Disclosing Parties will also be entitled to injunction and specific performance, in the event of any breach hereof and in addition to any other remedy available pursuant to this Agreement. The Recipient agrees that it shall not oppose the granting of such relief on the basis that the Disclosing Parties have an adequate remedy at law and that it shall pay any reasonable and documented fees and expenses that the Disclosing Parties may incur in enforcing this Agreement.

### **3. DURATION**

This Agreement shall be for a term of twenty-four (**24**) months from the date upon which all copies of the Evaluation Material are returned or deleted in accordance with this Agreement.

### **4. MISCELLANEOUS**

- (a) Nothing in this Agreement shall be construed as an obligation of the Disclosing Parties to make any particular disclosure of the Evaluation Material;
- (b) This Agreement constitutes the entire agreement between the Recipient and the Disclosing Parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between them with respect thereto;
- (c) This Agreement may only be amended, modified or supplemented by a written agreement signed by the Recipient and the Monitor, on behalf of and in consultation with the Disclosing Parties.
- (d) Neither the Recipient nor its Representatives shall have any right to assign its rights, powers and privileges under this Agreement without prior written approval from the Monitor;
- (e) No waiver of or consent to depart from the requirements of any provision of this Agreement shall be binding unless it is in writing and is signed by the Disclosing Party granting such waiver or consent. Such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it has been given. No failure on the part of a Disclosing Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

- (f) This Agreement is governed by and will be construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein. The Recipient hereby attorns to the exclusive jurisdiction of the courts of the Province of Québec;
- (g) This Agreement may be validly executed in .pdf format and transmitted electronically by email, and each such copy shall represent an original copy.
- (h) The Recipient has expressly required that this Agreement and all documents and notices relating hereto be drafted in English. *Le soussigné a expressément exigé que la présente convention et tous les documents et avis qui y sont afférents soient rédigés en anglais.*

Please confirm your agreement with the foregoing by signing and returning the attached acknowledgement copy of this letter.

Yours truly,

**Ayman Chaaban, Raymond Chabot inc. Inc.**

Acting solely in its capacity as Court-Appointed Monitor of the Debtors

**NAME OF RECIPIENT:** \_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# **Qualified Bidder Information Form**

\_\_\_\_\_, 2024

Monsieur Ayman Chaaban,  
**Raymond Chabot Inc.**  
600, de la Gauchetière Ouest  
Montréal, Québec H3B 4L8

**Re: Tergeo Critical Minerals Inc. et al – Sales and Investment Solicitation Process  
("SISP")  
Potential Bidder Form**

Capitalized terms used herein shall have the meaning ascribed to them in the SISP Procedures. In case of discrepancies between the English and the French SISP Procedures, the French version prevails.

In order to be deemed a Phase 1 Qualified Bidder pursuant to the SISP Procedures, the following information is required from all Potential Bidders:

➤ Identity of the Potential Bidder: \_\_\_\_\_

➤ Direct owners of the Potential Bidder:

❖ \_\_\_\_\_

❖ \_\_\_\_\_

❖ \_\_\_\_\_

❖ \_\_\_\_\_

❖ \_\_\_\_\_

➤ Indirect owners of the Potential Bidder:

❖ \_\_\_\_\_

❖ \_\_\_\_\_

❖ \_\_\_\_\_

❖ \_\_\_\_\_

❖ \_\_\_\_\_

➤ Principals and Directors of the Potential Bidder:

❖ \_\_\_\_\_

❖ \_\_\_\_\_

❖ \_\_\_\_\_

❖ \_\_\_\_\_

❖ \_\_\_\_\_

➤ Contact information of the Potential Bidder:

❖ Name: \_\_\_\_\_

❖ Title: \_\_\_\_\_

❖ Email Address: \_\_\_\_\_

❖ Phone number: \_\_\_\_\_

❖ Address: \_\_\_\_\_

➤ Contact information of business, financial or legal advisors retained or to be retained in connection with the contemplated transaction:

❖ Company name: \_\_\_\_\_

❖ Type (legal, business, financial): \_\_\_\_\_

❖ Name: \_\_\_\_\_

❖ Title: \_\_\_\_\_

❖ Email address: \_\_\_\_\_

❖ Office phone number: \_\_\_\_\_

❖ Address: \_\_\_\_\_

➤ Potential Bidder shall demonstrate their financial wherewithal to complete a transaction by providing, among other things, as an enclosure to this letter, the following:

- ❖ Financial Information;
- ❖ Credit Support/Letters of recommendation
- ❖ Availability of financing;
- ❖ Experience of Potential Bidder;
- ❖ Other pertinent information.

➤ Identity of the Financing Party, if applicable: \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title/Position