

## SALES AND INVESTMENT SOLICITATION PROCESS

1. On June 3, 2024, Inca One Gold Corp. (“**Inca One**” or the “**Company**”) entered into debtor protection proceedings pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the “**CCAA Proceedings**”). Various orders extending the CCAA Proceedings were subsequently made.
2. On October 7, 2024, an order was made appointing FTI Consulting Canada Inc. as receiver and manager (in such capacity, the “**Receiver**”) over Inca One and all of its assets (the “**Receivership Order**”) pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and the *Law and Equity Act*, R.S.B.C. 1996, c. 253, as amended (“**LEA**”).
3. Inca One is the parent company of a number of subsidiaries, including Peruvian companies, that operate two Peruvian gold milling facilities: the “**Chala One Plant**” and the “**Kori One Plant**” (together, the “**Plants**”). The Chala One Plant is held by Chala One S.A.C (“**Chala One**”), and Corizona S.A.C (“**Corizona**”) holds the operating permit for Chala One. Kori One is held by Korichancha Joint Venture (“**Kori JV**”) and leased to and operated by EMC Green Group S.A. (“**EMC**”). The shares of Corizona and EMC are beneficially held for Inca One. Hereinafter, the shares of the Company’s subsidiaries, including those related to the Plants shall be referred to as the “**Shares**”.
4. This Sales and Investment Solicitation Process (the “**SISP**”) describes how the Receiver, on the terms set out herein, will advance this process and how interested parties may gain access to due diligence materials concerning the Plants, how bids involving the Shares (or any part thereof) will be submitted and dealt with, and how the required court approvals will be dealt with in the receivership proceedings in respect of any transaction or transactions involving the Shares (each, a “**Transaction**”).
5. Under the SISP, all qualified interested parties will be provided with an opportunity to participate. The SISP is intended to find the highest and/or best offer for a sale of the Shares, or any part thereof.
6. The procedures in respect of the SISP as contained herein (the “**SISP Procedures**”) shall exclusively govern the process for soliciting and selecting Bids for a Transaction or Transactions.
7. All capitalized terms used but not otherwise defined herein shall have the following meanings:

“**Approval Application**” means the hearing before the Court to authorize the Receiver to enter into one or more Definitive Agreement.

“**Bid**” means an offer to purchase the Shares, or any part thereof.

“**Business Day**” means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are open for business in the City of Vancouver, in the Province of British Columbia.

“**Claims and Interests**” means pledges, liens, security interests, encumbrances, claims, charges, options, and interests thereon and thereagainst.

“**Commencement Date**” means the date the SISP is initiated by the Receiver in accordance with the SISP Procedures.

“**Court**” means the Supreme Court of British Columbia.

“**Data Room**” means a virtual data room hosted by the Receiver for the purposes of facilitating this SISP.

“**Definitive Agreement**” means a share purchase agreement in respect of a Successful Bid.

“**Definitive Agreement Deadline**” means Wednesday, January 29, 2025, unless extended by the Receiver, or Order of the Court.

“**Deposit**” means an amount paid by one or more Qualified Bidders to be dealt with in accordance with the SISP Procedures.

“**Final Bid Deadline**” means Friday, January 24, 2025, unless extended by the Receiver, or Order of the Court..

“**Potential Bidder**” means a party with an interest in a Transaction involving the Shares by way of the SISP that has not complied with the requirements of the SISP Procedures to be accepted as a Qualified Bidder.

“**Purchase Price**” means the price proposed for the Shares or any part thereof, expressed in Canadian dollars, for the Transaction submitted with a Qualified Bid.

“**Qualified Bid**” means an offer to purchase the Shares made during the SISP that otherwise satisfies the requirements of the SISP Procedures.

“**Qualified Bidder**” means a person or persons that, having complied with the requirements of the SISP Procedures, participates in the SISP.

“**Representatives**” when used with respect to a person means each director, officer, employee, consultant, contractor, financial advisor, legal counsel, accountant and other agent, adviser or representative of that person.

“**Successful Bid**” means the highest and best Qualified Bid or Bids as determined in the sole discretion of the Receiver, or, alternatively, by this Court.

“**Successful Bidder**” means the person or persons who make the Successful Bid or Bids.

“**Target Dates**” means the milestone dates identified for the purpose of the SISP Procedures.

### **Solicitation Process**

8. The SISP Procedures set forth herein describe, among other things, the Shares available for sale, the manner in which prospective bidders may gain access or continue to have access to

due diligence materials concerning the Company, the Shares, and the Plants, the manner in which bidders and Bids become Qualified Bidders and Qualified Bids, respectively, the receipt and negotiation of Bids received, the ultimate selection of a Successful Bidder or Bidders, if any, and the Court's approval of any Definitive Agreement. The SISP shall be conducted by the Receiver as provided for herein. If there is disagreement as to the interpretation or application of these SISP Procedures, the Court will have exclusive jurisdiction to hear and resolve such dispute.

### **Sale Opportunity**

9. A teaser package describing the opportunity to acquire the Shares will be made available by the Receiver to prospective bidders. Those prospective bidders that express an interest in the opportunity, provide preliminary evidence of their ability to consummate a Transaction (as described below), and execute a Confidentiality Agreement (defined below), will be granted access to the Data Room.

### **"As Is, Where Is"**

10. Any Transaction involving the Shares will be on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description by the Receiver, the Company, or any of their agents or estates, except to the extent set forth in any Definitive Agreement.

### **Free of Any and All Claims and Interest**

11. In the event of a sale, all of the right, title and interests of the Company in and to the Shares to be acquired will be sold free and clear of all Claims and Interests, except surviving and permitted Claims and Interests, pursuant to approval and vesting orders made by the Court. The extinguished Claims and Interests will attach to the net proceeds of the sale of the Shares (without prejudice to any claims or causes of action regarding the priority, validity or enforceability thereof), except to the extent otherwise set forth in the Definitive Agreement and subject to any Claims and Interests that survive pursuant to applicable law.

### **Timeline**

12. The following are the Target Dates under the SISP:
  - (a) the Commencement Date shall be on or about December 20, 2024;
  - (b) the Final Bid Deadline shall be Friday, January 24, 2025;
  - (c) the Definitive Agreement Deadline shall be Wednesday, January 29, 2025; and
  - (d) the outside closing date for any Definitive Agreement shall be February 21, 2025, or such other date as the Receiver and the applicable Successful Bidder may agree (the "**Outside Date**").
13. For greater certainty, the terms of this SISP, including the requirements, criteria, and timelines (including the Target Dates) set out herein, may be amended, extended, or waived

by the Receiver or by order of the Court.

### **Publication Notice**

14. The Receiver will prepare a teaser to be disseminated to Potential Bidders, and place any advertisements as are advisable and commercially reasonable in order to solicit interest in the Shares.

### **Participation Requirements**

15. Unless otherwise ordered by the Court or as otherwise determined by the Receiver, in order to participate in the SISP, each Potential Bidder must deliver to the Receiver (including by e-mail) pursuant to the contact information set forth in Schedule "A" hereto (the "**Notice Schedule**"):
  - (a) prior to the distribution of any confidential information by the Receiver (including access to the Data Room), an executed confidentiality agreement in form and substance satisfactory to the Receiver (a "**Confidentiality Agreement**"), which shall inure to the benefit of any purchaser of the Shares under these SISP Procedures; and
  - (b) on or prior to the Final Bid Deadline, a specific indication of the anticipated sources of capital for the Potential Bidder and preliminary evidence of the availability of such capital, or such other form of financial disclosure and credit-quality support or enhancement that will allow the Receiver and its legal advisors to make, in their reasonable business or professional judgement, a determination as to the Potential Bidder's financial and other capabilities to consummate the Transaction.
16. A Potential Bidder that has: (a) executed a Confidentiality Agreement; (b) delivered to the Receiver the documents described above; and (c) whose financial information and credit quality support or enhancement demonstrate to the satisfaction of the Receiver, in its reasonable business judgement, that such Potential Bidder it is likely (based on availability of financing, experience and other considerations) to be able to consummate a Transaction and has a *bona fide* intention to do so, will be determined to be a "**Qualified Bidder**".
17. The determination as to whether a Potential Bidder is a Qualified Bidder will be made as promptly as practicable after a Potential Bidder delivers all of the materials required above. If it is determined that a Potential Bidder is a Qualified Bidder, the Receiver will promptly notify the Potential Bidder that it is a Qualified Bidder.

### **Due Diligence**

18. The Receiver shall provide a Qualified Bidder with access to the Data Room. The Receiver and its contractors, advisors and consultants make no representation or warranty as to the information to be provided through the due diligence process or otherwise (including in respect of the completeness and accuracy thereof).
19. Upon request by a Qualified Bidder, the Receiver shall make arrangements with such Qualified Bidder for one (1) site visit to each of the Plants within a time period to be designated by the Receiver.

20. For greater certainty, Qualified Bidders must rely solely on their own independent review, investigation and/or inspection of all information, and of the Shares and/or Plants and the Company in connection with their participation in the SISP and any Transaction they enter into with the Receiver.
21. The Receiver may provide Qualified Bidders with a form of template share purchase agreement, which, if provided, will serve as a basis for the submission of a Qualified Bid.

### **Seeking Qualified Bids**

22. A Qualified Bidder will deliver copies of a Qualified Bid to the Receiver (including by email) pursuant to the contact information specified in the Notice Schedule so as to be received by the Receiver by no later than 5:00 p.m. (Vancouver time) on the Final Bid Deadline, or such later other date or time as may be agreed by the Receiver.

### **Qualified Bids**

23. A Bid submitted to acquire the Shares or any part thereof will be considered a Qualified Bid only if the Bid complies with all of the following:
  - (a) it includes a duly authorized and executed share purchase agreement (together with a blackline to the template share purchase agreement provided by the Receiver, if provided), and all exhibits and schedules thereto, and such ancillary agreements as may be required by the Qualified Bidder with all exhibits and schedules, which share purchase agreement: (i) specifies the purchase price for the Shares expressed in Canadian dollars, including details of any liabilities to be assumed and key assumption supporting the valuation; and (ii) provides for a closing date of no later than the Outside Date, subject to the Approval Order;
  - (b) it includes a letter stating that the Qualified Bidder's offer is irrevocable until the earlier of: (i) the selection of the Successful Bidder; and (ii) thirty (30) days following the Final Bid Deadline, provided that if such Qualified Bidder is selected as the Successful Bidder its offer shall remain irrevocable until the closing of the sale to the Successful Bidder;
  - (c) it includes written evidence of a firm, irrevocable commitment for financing, or other evidence of ability to consummate the proposed Transaction, which will allow the Receiver to make a reasonable determination as to the Qualified Bidder's financial and other capabilities to consummate the Transaction contemplated by the Bid;
  - (d) it is not conditioned on: (i) the outcome of unperformed due diligence by the Qualified Bidder; and/or (ii) obtaining financing;
  - (e) it fully discloses the identity of each entity that will be sponsoring or participating in the Bid, and the complete terms of any such participation;
  - (f) it includes an acknowledgement and representation that the Qualified Bidder: (i) has relied solely upon its own independent review, investigation and/or inspection of any documents concerning the Shares to be acquired, and any liabilities to be assumed in

making its bid; and (ii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Shares to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith, except as expressly stated in the purchase agreement;

- (g) it includes evidence, in form and substance reasonably satisfactory to the Receiver, of authorization and approval from the Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the Transaction contemplated by the Bid;
  - (h) it outlines any anticipated regulatory and other external approvals required to close the Transaction and the anticipated timeframe and any anticipated impediments for obtaining such approvals;
  - (i) it may not request or entitle the Qualified Bidder to any break-up fee, expense reimbursement, termination or similar type of fee or payment (further, a Qualified Bidder shall be deemed to irrevocably waive any right to pursue a claim in any way related to the submission of its bid or this SISP);
  - (j) it is accompanied by a Deposit in the form of a wire transfer (to a bank account specified by the Receiver), or such other form acceptable to the Receiver, payable to the order of the Receiver, in trust, in an amount equal to not less than 10% of the Purchase Price, to be held and dealt with by the Receiver in accordance with these SISP Procedures;
  - (k) it contains other information reasonably requested by the Receiver; and
  - (l) it is received by no later than the Final Bid Deadline.
24. The Receiver may, in its discretion, waive strict compliance with one or more of the requirements specified in paragraph 23 and deem any Bid to be a Qualified Bid notwithstanding non-compliance with the terms and conditions of this SISP, including paragraph 23.

### **Bid Evaluation**

25. In reviewing the Bids received, the Receiver retains full discretion and authority to discuss them and their terms with the applicable Qualified Bidders.
26. Following the Final Bid Deadline, the Receiver will assess the Bids received. The Receiver shall, exercising its reasonable business judgement, approve the disqualification of any Bids that are determined not to be Qualified Bids. Only Qualified Bidders whose Bids have been designated as Qualified Bids are eligible to become the Successful Bidder(s).
27. The Receiver may identify the most favourable of the Qualified Bids as the Successful Bid or Bids. The Receiver shall then proceed to negotiate and settle the terms and conditions of any Definitive Agreement by the Definitive Agreement Deadline, all of which shall be conditional upon Court approval and also conditional on the Successful Bid or Bids closing on

or before the Outside Date. If a Definitive Agreement has been negotiated and settled, the person or persons who made the Successful Bid or Bids shall be the Successful Bidder or Bidders.

### **Approval Application**

28. The Approval Application will be held on a date to be scheduled by the Court upon application by the Receiver. Obtaining an order of the Court (the “**Approval Order**”) approving the Transaction contemplated in any Definitive Agreement, and any necessary or appropriate related relief, shall be a condition precedent to the completion of the Transaction contemplated in any Definitive Agreement. The Approval Application may be adjourned or rescheduled by the Receiver and the Successful Bidder or Bidders, without further notice by an announcement of the adjourned date at the Approval Application. All Qualified Bids (other than the Successful Bid or Bids) shall be deemed rejected on and as of the date of the grant of the Approval Order by the Court.

### **Deposits**

29. All deposits shall be held by the Receiver or Receiver’s counsel in a single interest-bearing account designated solely for such purpose. If there is a Successful Bidder or Bidders, the Deposit(s) (plus accrued interest, if any) paid by any Successful Bidder whose Bid is approved at the Approval Application will be applied to the purchase price to be paid by such Successful Bidder upon closing of the approved transaction and will be non-refundable upon the grant of the Approval Order. A Deposit paid by a Qualified Bidder shall be dealt with in accordance with these SISP Procedures. Deposits, excluding any interest earned thereon, paid by Qualified Bidders not selected as a Successful Bidder, shall be returned to such Qualified Bidders.
30. If a Qualified Bidder: (a) breaches any of its obligations under its Qualified Bid, any Definitive Agreement, or the terms of this SISP (including the Confidentiality Agreement); or (b) breaches its obligations under the terms of this SISP (including the Confidentiality Agreement) or under the terms of its Qualified Bid if required by the Receiver to complete the Transaction contemplated thereby, then, in each case, such Qualified Bidder’s Deposit will be forfeited to the Receiver as liquidated damages and not as a penalty.

### **Confidentiality and Access to Information**

31. All discussions regarding a Transaction, Qualified Bid or Successful Bid should be directed through the Receiver. Under no circumstances should any members of management, employees, customers, suppliers, or other creditors of the Company be contacted by a Bidder directly without the prior written consent of the Receiver. Any such unauthorized contact or communication could result in exclusion of the interested party from the SISP at the discretion of the Receiver.
32. Participants and prospective participants in the SISP shall not be permitted to receive any information that is not made generally available to all participants relating to the number or identity of Qualified Bidders, Bidders, Qualified Bids, the details of any bids or Qualified Bids submitted or the details of any confidential discussions or correspondence between the Receiver and such other Bidders or Qualified Bidders in connection with the SISP, except

to the extent that the Receiver, with the consent of the applicable participants, seeks to combine separate Bids into a single Bid.

33. Notwithstanding the foregoing, under no circumstances will the Receiver share any material information concerning any of the Bids with any person other than representatives of the Receiver and its legal counsel.

### **Supervision of the SISP**

34. The Receiver shall oversee, in all respects, the conduct of the SISP and, without limitation to that supervisory role, the Receiver will participate in the SISP in the manner set out in this SISP and is entitled to receive all information in relation to the SISP.
35. This SISP does not, and will not be interpreted to, create any contractual or other legal relationship between the Company, the Receiver and any Qualified Bidder or any other party, other than as specifically set forth in any Confidentiality Agreement entered into by the parties, and/or any definitive agreement that may be signed with the Receiver.
36. Without limiting the preceding paragraph, the Receiver shall not have any liability whatsoever to any person or party, including without limitation any Qualified Bidder, the Successful Bidder or Bidders, the Company, or any other creditor or other stakeholder of the Company, for any act or omission related to the process contemplated by these SISP Procedures, except to the extent such act or omission is the result of such party's gross negligence or wilful misconduct. By submitting a Bid, each Bidder, Qualified Bidder or Successful Bidder shall be deemed to have agreed that it has no claim against the Receiver for any reason whatsoever, except to the extent that such claim is the result of the gross negligence of, or wilful misconduct by, the Receiver.
37. Participants in the SISP are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any bid, due diligence activities, and any further negotiations or other actions whether or not they lead to the consummation of a Transaction.
38. The Receiver shall have the right to modify these SISP Procedures if, in its reasonable business judgement, such modification will enhance the process or better achieve the objectives of the SISP, provided that the service list in the Receivership of the Company shall be advised of any substantive modification to the procedures set forth herein.

### **Termination of the SISP**

39. This SISP shall, subject to any amendments, extensions, or waivers granted by the Receiver in accordance herewith, terminate in the event that:
- (a) no Qualified Bids are received by the Final Bid Deadline, or the Receiver determines that no Qualified Bids should be accepted; or
  - (b) a Definitive Agreement is not executed by the Definitive Agreement Deadline; or
  - (c) a Transaction contemplated by any Definitive Agreement does not close by the Outside Date.



**Miscellaneous**

40. Unless otherwise indicated herein, any event that occurs on a day that is not a Business Day shall be deemed to occur on the next Business Day.
41. Each Qualified Bidder, upon being declared as such under the SISP Procedures, shall be deemed to have irrevocably and unconditionally attorned and submitted to the jurisdiction of the Court in respect of any action, proceeding or dispute in relation to the conduct or any aspect of the SISP Procedures and the SISP.
42. At any time during the SISP Process, the Receiver may apply to the Court for advice and directions with respect to the discharge of its obligations and duties herein.

**SCHEDULE “A”**

Notice Schedule

**FTI Consulting Canada Inc.**

701 West Georgia Street  
Suite 1450, P.O. Box 10089  
Vancouver, B.C. V7Y 1B6

Attention: Mike Clark and Tessa Chiricosta

Email: [mike.clark@fticonsulting.com](mailto:mike.clark@fticonsulting.com) and [Tessa.chiricosta@hotmail.com](mailto:Tessa.chiricosta@hotmail.com)