

Purpose:

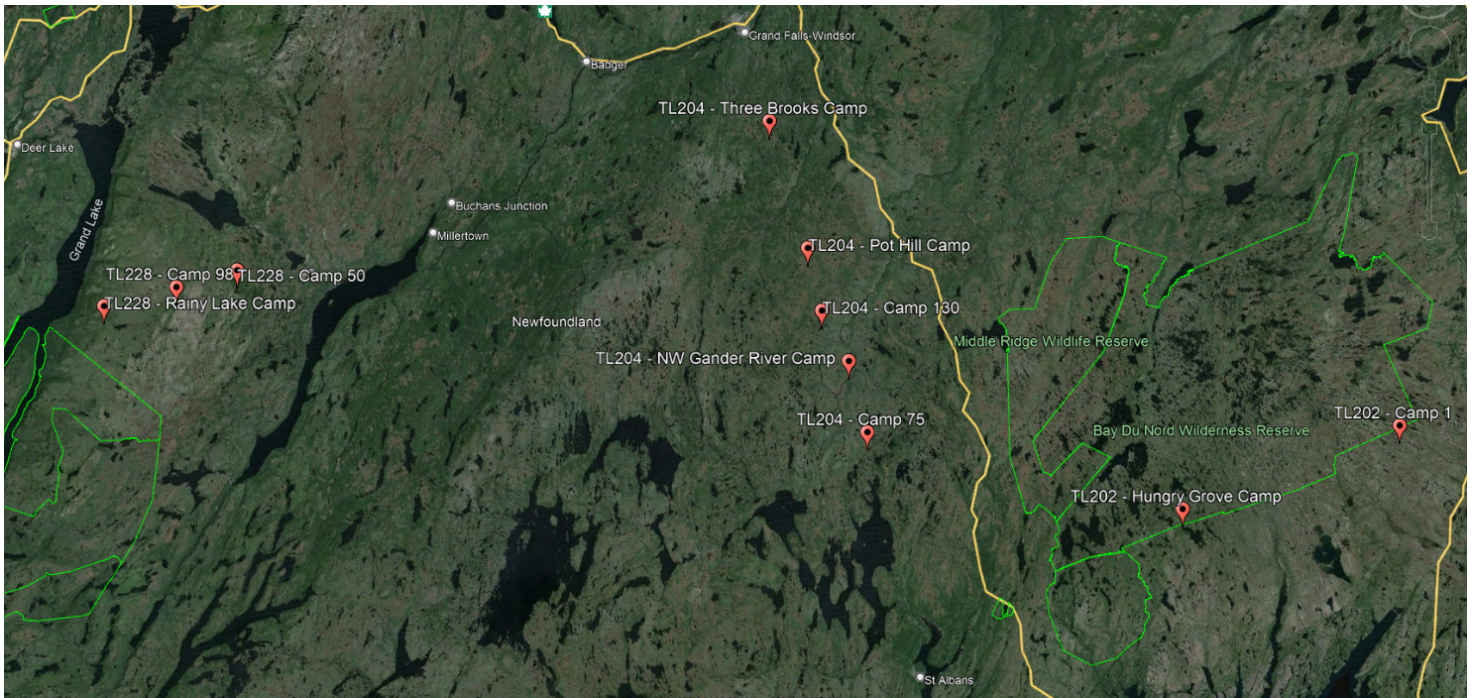
Newfoundland and Labrador Hydro, (the “Vendor”), is offering for auction through Fitzpatrick’s Auction House (the “Auction”), various remote camp facilities located within the Province of Newfoundland and Labrador (the “Assets”). The properties will be auctioned separately and not as a group, however, interested parties may enter bids on one or more of the properties.

The Assets were developed in or about the 1970’s to 1980’s to facilitate construction of new transmission lines, and are located adjacent to existing transmission lines with limited to no access.

Each Asset is situated on land for which the Vendor has received a license to occupy, from the Province of Newfoundland and Labrador (the “Sites”). (The Assets and the Sites will collectively be referred to as the “Properties”). The figures below shows the location of each of the properties.

The Properties to be auctioned are as follows:

Property ID	Property Name	HBMA Report	Property Location		
			Easting (X)	Northing (Y)	Zone
Property 1	Camp 1	HBMA Report 2	681944.00 m E	5310171.00 m N	21 T
Property 2	Hungry Grove	HBMA Report 2	640254.00 m E	5310192.00 m N	21 T
Property 3	Camp 75	HBMA Report 1	592613.00 m E	5342953.00 m N	21 U
Property 4	NW Gander River Camp	HBMA Report 1	594044.00 m E	5355900.00 m N	21 U
Property 5	Camp 130	HBMA Report 1	592744.00 m E	5365944.00 m N	21 U
Property 6	Pot Hill Camp	HBMA Report 1	594390.00 m E	5377179.00 m N	21 U
Property 7	Three Brooks Camp	HBMA Report 1	596081.00 m E	5400665.00 m N	21 U
Property 8	Camp 50	HBMA Report 3	498106.00 m E	5409616.00 m N	21 U
Property 9	Camp 98	HBMA Report 3	486924.00 m E	5410666.00 m N	21 U
Property 10	Rainy Lake Camp	HBMA Report 3	473582.00 m E	5412154.00 m N	21 U



The Sites:

All Sites shall be transferred on an **“As Is Where Is”** basis.

Title for the Sites shall be in the form of a License to Occupy, only (the “License”). For greater certainty, free hold titles to the Sites shall not be transferred to a successful bidder under the Auction (the “Buyers”) as a part of the Auction.

By bidding on the Auction the Buyers acknowledges, understands, and agrees that:

1. The transfer of the Licenses to the Buyer will not be completed at the time of close of the Auction.
2. Following the closing of the Auction, the Vendor agrees to make an application to the Registry of Crown Lands for the Province of Newfoundland and Labrador (the “Registry”) to have the Licenses assigned to the Buyer (the “Application”).
3. The Application process is under the exclusive control of the Registry, and the Vendor make no representation of warranties, either express or implied, as to the timing or success associated with any Application. The Vendor agrees that if the Application is denied, that the Buyer may revoke its offer to purchase the Assets, and that title to same shall revert back to the Vendor.
4. Any successful transfer of a License shall be subject to any restrictions, prohibitions or regulations that the Registry may require.

The Assets:

All Assets shall be sold on an **“As Is Where Is”** basis **and in their present condition only**.

Each of the Assets shall include all buildings and other related infrastructure located at the Site, which are more particularly described in the Hazardous Building Materials Assessment (“HBMA”) attached as Schedule “A”.

A HBMA has been completed with respect to each of the Assets, and the Vendor agrees that copies of same will be made available for review by interested bidders prior to the commencement of the Auction. The content and opinions contained in the HBMA's are based on the observations and/or information available to the drafter at the time of their preparation only, and are not intended in any way for use or reliance by a prospective bidder and/or the Buyer.

The HBMA's have been prepared and disclosed for information purposes only, the Vendor makes no representations or warranties, either express or implied, as to the accuracy of the HBMA's. All prospective bidders and/or the Buyers agree that they have satisfied themselves as to the accuracy of the HBMA's and accept full responsibility for any use by them thereof. It is expressly understood that the Vendor shall not be responsible for any deductions, interpretations or conclusions drawn from the HBMA's by a prospective bidder and/or the Buyer, and all prospective bidders, and/or the Buyer agree to indemnify and hold harmless the Vendor and any of its directors, officers, representatives, agents, affiliates and employees, from and against any and all liability, losses, damages, claims, costs, charges and expenses, including legal fees, incurred by Vendor and any of its directors, officers, representatives, agents, affiliates and employees on account of personal injuries, loss of life, loss of or damage to any personal and real property, resulting from or arising out of or in any way connected with the prospective bidder, and or the Buyers reliance on the HBMA's .

This limitations statement is considered an integral part of this proceeding. The Buyer will be required to sign an acknowledgement form indicating that they have reviewed and understood the information presented in the HBMA's and accept all responsibility for any issues identified therein.

The Vendor has not performed, nor does it intend to perform in advance of the Auction, any structural assessments, inspections or tests in relation to the Assets and make no representations or warranties, either expressed or implied as to the condition, stability or suitability or an intended use of the Assets. , if any prospective bidder requires any structural assessments, inspections or tests , they must do so at their own cost prior to the start the Auction, the Vendor shall not be held responsible for any patent or latent defects associated with the Assets.

A photo of each of the Assets can be seen below for general description only. More detailed information and photos can be found in the HBMA reports. **A summary outlining waste types for each site has been added for review.**

General:

As a requirement of the agreement, the Buyer shall recognize and acknowledge that the Vendor makes no guarantee, warranties, representations or other promises relative to Properties and assumes no liability or responsibility for same in the event of any injury or misrepresentation suffered by the Buyer.

The Buyer acknowledges and agrees that the last visits conducted with respect to the Properties occurred in or about 2019 -2023, and that the Vendor has no intention to have performed any additional site visits in advance of the Auction, therefore the current status of any of the Properties is unknown. The Properties are being auctioned **"as is, where is" and in their present condition**, and the Buyer shall be required, as a condition of a sale/transfer, to sign a release of liability and indemnity agreement, in favor of the Vendor, which shall be as broad and inclusive as permitted by law.

Following the close of the Auction the Vendor shall have no future responsibility for any future clean-up, or remediation, nor costs associated with same as pertaining to the Properties, even in the vent that the Buyer elects to abandon same.

In the event of demolition, the buyer under the terms of the auction would be required to comply with applicable guidelines for disposal of waste from the Provincial Department of Environment.

Photos



Property 1 - Camp 1



Property 2 – Hungry Grove



Property 3 - Camp 75



Property 4 - NW Gander



Property 5 - Camp 130



Property 6 - Pot Hill Camp



Property 7 - Three Brooks



Property 8 - Camp 50



Property 9 – Camp 98



Camp 10 – Rainy Lake Camp