





VCR PROJETOS CONSTRUÇÕES E INCORPORAÇÕES LTDA (VCR Ltda- Brazil)   
Av. Paulista, 1471 – Conj. 511, sala 02, Bela Vista, São Paulo, SP-Brasil.  
ZIP 013311-927, Post Office Box 21321

VCR CONSTRUCCIONES Y COMERCIO S.L. (VCR Ltda- Spain)   
Paseo de la Castellana 200, Madrid-Spain, ZIP 28046

SOLOFIRME LDA (VCR Ltda- Portugal)   
Av. Infante Dom Henrique, N°2, de Elvas-Portugal. Zip 7350-100

#### CONTACTS:

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<https://vcrconstrucoes.com>  
[info@vcrconstrucoes.com](mailto:info@vcrconstrucoes.com)  
Eng. Victor C. Rojas  
CEO of VCR GROUP

Wednesday, October 01, 2025

## SCO & PROCEDURE

Code Number: VCR LTDA- 29/09/2022

To: / End buyer

Via: Mr. Mr. as one of our Business Representative in South América of VCR Group

We, at **VCR Construcciones y Comercio S.L. (VCR Spain)**, presents it SCO for your esteemed company as a sale and makes the following product available:

**Mineral:** Manganese (Mn)  
**Origine:** **Chile**, or others as Bolivia and Brazil  
**Quality of Mn:** From 42% to 45% concentration of Mn and rejection 40%  
**Projected production:** From 12,500 until 25,000 MT from 1st to the 12th month in vessel- Break Bulk for the first deliveries; each month, or more, with a 12-month contract, for a total of 525,000 tons/year + Rolls Ext.  
**Trial Order (OPTIONAL):** From **12,500 until 25,000 tons**, We accept that the Buyer End deposits the value of this delivery via **Swift Mt 103/202**, money to be released against SGS, BL and other shipping documents at the port of origin.  
**Deliveries:** 1st of 12th Deliveries from 30 until 45 days after receipt and verification of the **SBLC Cash Backed Unconfitional** for Annual Contract, Each shipment must be paid for by bank transfer MT103 against BL, SGS, Alex Stewart International or similar, along with other shipping documents.

### Phase 1

**Trial Order** delivery of **25,000 tons** in vessel- Break Bulk with the money in the **Escrow Account** that we indicate (*see banking information at the end*)

(Delivery from 30 until 45 days or sooner if possible)	Total in MT
25,000 tons (1x)	25,000 tons

### Phase 2

from the 1st to the 12th month with deliveries of **25,000 tons** in vessel- Break Bulk With the receipt in our accounts of the **SBLC Cash Backed Unconditional** for the value of 1 monthly delivery (*see RWA templates, and the Swifts MT-799 Preadvice and MT-760*)

1st to the 12th month deliveries of <b>25,000 tons</b> in vessel- Break Bulk	
(1st Delivery from 30 until 45 days or sooner if possible)	
(2nd until 12th Delivery each 30 days)	Total in MT
25,000 tons (12x)	300,000 tons

**total contract:** 325,000 tons + possible extensions

**Contract time:** Minimum of 1 years + Roll ext.

**PRICE:** **CNF Basis** or **CFR** with destination ASWP Ports.

**Note 1:** This price is for delivery to a single destination port. If there are multiple delivery ports, we must increase the CNF Basis price by USD 20/ton for each additional port requested.

According to the quality of the mineral issued by SGS for each shipment, follow the following price table:

Manganese Ore from 41,00 to 41,99% Mn	US\$ 195,90/ ton.;
Manganese Ore from 42,00 to 42,99% Mn	US\$ <u>200,00/ ton.</u> ; <i>Base price for the contract</i>
Manganese Ore from 43,00 to 43,99% Mn	US\$ 204,31/ ton.;
Manganese Ore from 44,00 to 44,99% Mn	US\$ 208,62/ ton.;
Manganese Ore from 45,00 to 45,99% Mn	US\$ 212,93/ ton.;
Manganese Ore from 46,00 to 46,99% Mn	US\$ <u>217,24/ ton.</u> ;
Manganese Ore from 47,00 to 47,99% Mn	US\$ 221,55/ ton.;
Manganese Ore from 48,00 to 48,99% Mn	US\$ 225,86/ ton.;
Manganese Ore from 49,00 to 49,99% Mn	US\$ 230,17/ ton.;


.....  
the price may change at any time without prior notice


**Note 2:** For each additional percentage point above the table, add a bonus of **US\$ 4.31 / ton.**

Manganese Ore



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#### NON-NEGOTIABLE OFFICIAL PROCEDURE:

1. Buyer submits an **LOI**
2. The Seller sends you an **FCO/SCO + Company Profile**
3. If the Buyer agrees with the **FCO/SCO**, sends this signed, and issues **ICPO** + attaches any type of POF (be it a **RWA** or **BCL** or **Mt199** or bank statement signed by two bank officials + and sends us one ( **ATV**) Authorization to verify (Issue this in the name of VCR S.L.)
4. Upon receiving the **ICPO** the Seller issues the Purchase and Sale Contract. (**SPA**) for the Buyer to analyze, sign and send to the Buyer.
5. Follow these steps
  - The **SPA** is registered with Seller office and our banker.
  - **Optional** 24 hours after the contract is signed and The Buyer via **Swift Mt 103/202**, transfers to us account in the **Caixabank-Spain** the value of the **Trial order** of **25,000 tons** for a value of **USD \$5,000,000.00**, which will be released against **SGS** and **BL** at the port of origin. (*see information Escrow Account at the end of this SCO*)
  - In the sequence The Buyer's bank issues a **Swift Mt 799 Pre-advice** to the Seller's Bank, so the seller's Bank responds to this Mt-799 informing that it is ready, and in another 72 hours at the latest the Buyer's Bank issues: the **Swift Mt 760 SBLC Cash Backed Unconditional**; this guarantees must be issued divisible, transferable, confirmable, endorsable, negotiable, operative and irrevocable from one of the 25 Top banks of international prestige. For 12 deliveries of **25,000 tons/month**, the value of the SBLC Cash Backed unconditional is **Usd \$5,000,000.00 (Five millionUs dollars)** equivalent to one (1) delivery monthly of annual contract .
  - Payment for each of the 12 deliveries under the contract will be made via **Swift MT103 Cash transfer** for 100% of the value of each delivery to the bank designated by the Seller, The Buyer will pay against **SGS, BL and other shipping documents** within a maximum of **5 calendar days** at the **Port of origin**. Delivery will be **CNF Basis** or **CFR** to the **one (1) Port** indicated by the buyer in **India, Japan or Others Countries**.
  - The Seller will issue a 2% (PB) as guarantee through the Bank within 10 business days as maximum of receiving the guarantee.
6. When the Bank Instrument is [banker] validated we LOAD a vessel at OUR expense to deliver the product per the Sale Purchase Agreement. Product & Delivery Documents are sent digitally to the buyer when created'; IE:
  - Phytosanitary Certificate
  - Commercial Invoice
  - Charter Party Agreement (CPA).
  - Statement of Product Availability (Certificate of Origin)
  - Bill of Lading (aka: Cargo Manifest)
  - SGS Report with Quality and Quantity
  - Certificate of Quality (aka: Specifications Sheet)
  - Packing List
  - Taxes & fees paid
7. The Buyer gets [wet signature] HARD COPY DOCUMENTS via Courier directly from the Seller corporate offices, or title holder of product.
  - Seller and/or my signature will be on many of these documents.
  - The buyer can track and/or communicate with the vessel at their convenience
  - It is the Buyer's responsibility to organize the logistics to remove each 25,000 tons from the destination port.
8. Certificate of Ownership [TITLE] Transfer is issued when payment is made.
  - My Signature will Pass Title.

**VALIDITY OF THIS OFFER:** 8 days, The price varies after this validity date.


Signed by: Buyer's signature accepting this FCO

Manganese Ore



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**Note 3:** We do not accept the SBLC transferred by a third party, this guarantee must be issued directly from the Bank of the Final Buyer to our bank account that we will indicate in the contract.

**Note 4:** In the event that the final buyer is a Chilean, Bolivian or Brazilian company or a foreign company installed in Brazil, the buyer will pay the taxes derived from sales to the national market. Location of the Mine: Chile or Bolivia or Federative Republic of Brazil

Estimated reserves of up to 5 until 10 million tons of raw manganese.

With the relevant documentation: area records, aerial geophysical maps, maps of localized outcrops, logistical studies, soil studies, and baseline projects for the implementation of the sustainable processing plant.

With the appropriate mining operating licenses from the agencies of each country, authorizations from environmental ministries and other licenses, technical certificates from internationally recognized laboratories, etc.

Sincerely

**Signed by:**

**Buyer's signature accepting this FCO**

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**Mr. VICTOR C. ROJAS, ENG.**  
**CEO of all VCR Group companies.**  
**Passport N° AR893143 of Colombia**  
**RNE N°: V-928295-0 of Brazil**  
**NIF N°: 328.041.637 of Portugal**  
**NIE N°: Z0248637-N of Spain**


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**Via: Mr.**  
**Passport n°:**                      **of**

*Manganese Ore*



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**BANKING INFORMATION TO RECEIVE **SWIFT MT 103/202** FOR TRIAL ORDER,**  
**or**  
**GUARANTEE THE ANNUAL CONTRACT VIA **SWIFT MT 760 SBLC CASH****  
****BACKED UNCONDITIONAL**, AND PAY VIA MT 103 CASH TRANSFER FOR**  
**EACH DELIVERY OF THE CONTRACT**

BANK NAME	<b>CAIXABANK - SPAIN</b>
BANK ADDRESS	Agency N°: 9055, Alberto Alcocer 1-3 Madrid-Spain, ZIP 28036
ACCOUNT NAME	<b>VCR CONSTRUCCIONES Y COMERCIO S.L. – NIF N° B75715623</b>
ACCOUNT NUMBER	0049 7918
IBAN CODE	ES35 2100 9055 1602 0049 7918
BIC / SWIFT CODE	CAIXESBBXXX
BANK OFFICER	Francisco Alfonso Gonzáles Herrera / +34 686 731 740 <a href="mailto:franciscoalfonso.gonzalez@caixabank.com.es">franciscoalfonso.gonzalez@caixabank.com.es</a>

Or


BANK NAME	<b>SANTANDER BANK - SPAIN</b>
BANK ADDRESS	Agency N°: 2661, Bravo Murillo, 331. Madrid-Spain, ZIP 28020
ACCOUNT NAME	<b>VCR CONSTRUCCIONES Y COMERCIO S.L. – NIF N° B75715623</b>
ACCOUNT NUMBER	1447 2284
IBAN CODE	ES45 0049 2661 4225 1447 2284
BIC / SWIFT CODE	BSCHESMM
SORT CODE	401199
BANK OFFICER	Francisco Javier Rivas Jiménez / +34 658818194/ <a href="mailto:franciscojavier.rivasjimenez@gruposantander.es">franciscojavier.rivasjimenez@gruposantander.es</a>

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Satellite image of one of the mines




*Manganese Ore*



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Land logistics from the Mine to the Britadores, and from there with 1000 km of route to the logistics terminal



Britadores 30 kms from the Mine



Loading and Transportation in  
 Approx. 800 Bitrens of 74 tons  
 / month



Storage



Mn to analyze by SGS and  
 load into Containers or  
 Bulk



Granulometry

*Manganese Ore*



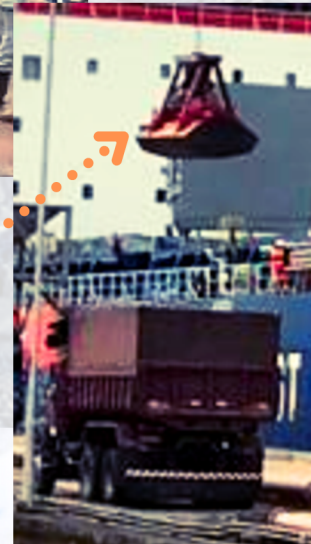
Carga vía Container



Containers sealed  
by SGS



Manganese Ore



Carga vía Break Bulk



Manganese Ore

## Chilean Manganese Ore

**CERTIFICADO DE ANALISIS QUIMICO**

Vallenar, Miércoles 16 de Abril

CER Cu OT 8820 -20

Señor  
Victor  
Presente

Adjunto Certificado de Análisis Químico de muestras.

Nº	Folio LSL N°	Id. Muestra	Cabeza					Concentrado	M
			% Fe	% P	% SiO2	% Al2O3	% Dtt	% Fedtt	
1	7702	Mina - Hierro	64,85	0,221	2,43	0,470	87,2	70,45	

Nº	Folio LSL N°	Id. Muestra	% Mn
2	7703	Mina - Manganese	49,82

*[Signature]*  
 Ana Zepeda Rojas  
 Químico Laboratorio  
 Laboratorio Químico San Lorenzo

Resultados de análisis válidos para las muestras proporcionadas por el cliente, Laboratorio Químico San Lorenzo. El presente Certificado es confidencial, no puede ser reproducido parcialmente, sin la autorización de Laboratorio Químico San Lorenzo Ltda. Documento emitido sólo para uso exclusivo de la persona titular del presente Certificado.

Manganese Ore

## Brazilian Manganese Ore

**SGS**

REPORT NR. 2003.003.08.3648A/ [REDACTED] – C.Q.

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### CERTIFICATE OF QUALITY

**VESSEL** : SAID TO BE LOADED "MV CMA CGM FORT ST LOUIS"  
**CONSIGMENT** : 01 X 20' BULK CONTAINERS CONTAINING 27.350 MT GROSS WEIGHT OF "MANGANESE ORE".  
**PORT OF LOADING** : VILA DO CONDE, BRAZIL  
**PORT OF DISCHARGE** : TIANJIN XINGANG.  
**BL NUMBER** : SSZ0653183  
**SHIPPER** : [REDACTED] / VCR PROJETOS CONSTRUÇOES E INCORPORACOES LTDA

We, SGS DO BRASIL LTDA, affiliates of Société Générale de Surveillance S.A., Geneve, Switzerland, certify that by order and account of Merss. [REDACTED] / VCR PROJETOS CONSTRUÇOES E INCORPORACOES LTDA, to perform, sampling and sample preparation for chemical and size tests, as follows:

#### SAMPLING:

The material was systematically sampled according ISO4296:1984 (part 1 AND 2) and concurrently with containers loading and total gross sample thus collected, being two parts for size test and one part for chemical analysis, yielding the following results:

#### SIZE TEST:

Carried out on the above sample collected, with the following results:

80.00 mm	5.18 PCT	Method Applied – SCR 33
10.00 mm	89.02 PCT	Method Applied – SCR 33
<10.00 mm	5.80 PCT	Method Applied – SCR 33

#### CHEMICAL ANALYSIS:

The sample for size test and chemical analysis was analyzed in our SGS Geosol laboratory, located at Vespasiano City, state of Minas Gerais, Brazil, under bulletin of analysis nr: MI1801259 with the following results:

MOISTURE	1.43 PCT	Method Applied – DRY10
Al2O3	3.37 PCT	Method Applied – CAA29E
Fe	1.497 PCT	Method Applied – CAA29E
P	0.115 PCT	Method Applied – CLA00V
SiO2	4.54 PCT	Method Applied – CLA20V
Mn	49.70 PCT	Method Applied – CLA40V
S	0.004 PCT	Method Applied – CSA17V

#### Remark:

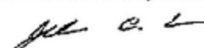
From the sample drawn for size test and chemical analysis, size tests were performed onsite, afterwards samples were homogenized and reduced and sent to the laboratory and the balance returned.

#### PLACE AND DATE OF INTERVENTIONS:

The inspection was carried out at Vila do Conde - PA, on August 24<sup>th</sup>, [REDACTED]

**ALL ABOVE FINDINGS ARE FINAL AT THE PLACE AND TIME OF OUR INTERVENTION.**

**SGS DO BRASIL LTDA.**  
 Jelson Correa do Nascimento  
 Administrative Supervisor



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There are no relevant remarks on regarding to stuffing of the cargo on subject of this certificate, otherwise if stated on the container reports.

Any holder of this document is advised that information contained hereon is limited to the visual examination of the safely and readily accessible portions of the consignment only. Due to the nature of the cargo and limited access during inspection, items not recorded in the above description may be present.

Manganese Ore

## Brazilian Manganese Ore

Wednesday, October 01, 2025



CERTIFICATE NR. 2003.003.08.3648A/ — C.W.

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### CERTIFICATE OF WEIGHT

**VESSEL** : SAID TO BE LOADED "MV CMA CGM FORT ST LOUIS"  
**CONSIGNMENT** : 01 X 20' BULK CONTAINERS CONTAINING 27.350 MT GROSS WEIGHT OF "MANGANESE ORE".  
**PORT OF LOADING** : VILA DO CONDE, BRAZIL  
**PORT OF DISCHARGE** : TIANJIN XINGANG.  
**BL NUMBER** : SSZ0653183  
**SHIPPER** : / VCR PROJETOS CONSTRUÇOES E INCORPORAÇÕES LTDA

We, SGS DO BRASIL LTDA, affiliates of Société Générale de Surveillance S.A., Geneva, Switzerland, certify that by order and account of Merss. / VCR PROJETOS CONSTRUÇOES E INCORPORAÇÕES LTDA to perform containers condition and stuffing, as follows:

#### CONTAINERS INSPECTIONS:

Before stuffing and loading the below container have been inspected and based on visual inspection, as far as accessible, we found the same free from humidity, cracks, holes, insects, soil, plant and animal residues.

#### STUFFING:

After the inspection of the container the whole material was checked by product type and respective lots. We proceed with the inspection of stuffing of container, as follows:

#### VISUAL CONDITION OF GOODS:

We carried out through the visual inspection of the lot of 01 container gross weight of "Manganese Ore".

#### CARGO WEIGHT:

The cargo was stuffed into container and sealed by SGS as follows:

Container Nr.	Owner Seal Number	SGS Seal	Gross Weight (Weight Supplied by the Client) (MT)
CMAU 094812-4	G2896760	225699	27.350
<b>TOTAL</b>			<b>27.350 MT</b>

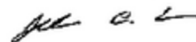
**NOTE:** The listed container was sealed by our SGS's seal, as above mentioned.

#### PLACE AND DATE OF INTERVENTIONS:

The inspection was carried out at Vila do Conde - PA, on August 24<sup>th</sup>,

**ALL ABOVE FINDINGS ARE FINAL AT THE PLACE AND TIME OF OUR INTERVENTION.**

SGS DO BRASIL LTDA.  
 Jelson Correa do Nascimento  
 Administrative Supervisor



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Manganese Ore



## PHOTOGRAPHIC REPORT



PHOTOGRAPHIC COVERAGE



PHOTO 01: VISUAL CARGO




PHOTO 02: CONTAINER EMPTY




<b>CUSTOMER</b>	:	[REDACTED]
<b>CARGO</b>	:	<b>MANGANESE ORE – LOTE 06</b>
<b>PLACE</b>	:	<b>TERMINAL LOGÍSTICO – [REDACTED] – PARÁ / BRAZIL</b>
<b>DATE</b>	:	<b>AUGUST 24<sup>TH</sup>, [REDACTED]</b>

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Eng. Victor C. Rojas  
CEO of VCR GROUP

Wednesday, October 01, 2025

SHIPPER		VOYAGE NUMBER	
<div>ON BEHALF OF VCR PROJETOS CONSTRUÇÕES E INCORPORAÇÕES LTDA.* - CNPJ/CPF:</div>		0UQ1BN1MA	
CONSIGNEE		BILL OF LADING NUMBER	
TO ORDER		SSZ0653183	
NOTIFY PARTY, Carrier not to be responsible for failure to notify		EXPORT REFERENCES	
QINGDAO CO., QINGDAO, CHINA QINGDAO CHINA USCC: 913703311F			
PRE CARRIAGE BY*		FREIGHT TO BE PAID AT	
PLACE OF RECEIPT*		NUMBER OF ORIGINAL BILLS OF LADING	
VESSEL		THREE (3)	
CMA CGM FORT ST LOUIS		PORT OF DISCHARGE	
VILA DO CONDE		TIANJIN XINGANG	
MARKS AND NOS		GROSS WEIGHT	
CONTAINER AND SEALS		CARGO	
NO AND KIND		TARE	
OF PACKAGES		MEASUREMENT	
DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER			
SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN			
CMAU0948124 SEAL G2896760		27350.000	
1 x 20ST 1 LOTS		2100	
01X20' ST SAID TO CONTAIN: MANGANESE ORE IN CONTAINER DUE:18BR000429081-9 NCM CODE: 2602.0010 HS CODE: 2602.0030 TOTAL NET WEIGHT: 27,35 MT		13.000	
*RUA XAVIER DE TOLEDO, SAO PAULO - BRAZIL			
FREIGHT AS PER AGREEMENT FREIGHT PREPAID			
Shipped on Board CMA CGM FORT ST LOUIS 03-SEP-2025 CMA CGM do Brasil-Agencia Maritima Ltda As agents for the Carrier			
Luis STIPANICH CPF: 074.194.858-36			
Weight in Kgs Total: 1 CONTAINER(S)		Sheet 1 of 1	
ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.		27350.000	
		2100	
		13.000	
ADDITIONAL CLAUSES			
4. Cargo at port is at merchant risk, expenses and responsibility 5. FCL 77. THIC at destination payable by consignees as per liner/port tariff 194. For the purpose of the present carriage, clause 14(2) shall exclude the application of the York/Antwerp rules, 2004. 202. Demurrage and detention shall be calculated and paid as per general tariff available on the web site <a href="http://www.cma-cgm.com">www.cma-cgm.com</a> , or in any of CMA CGM agency. However if special free time conditions are granted, then rates applicable as per general tariff grid shall start from the day following the last free day. 216. Mis-declaration of cargo weight endangers crew, port workers and vessels' safety. Your cargo may be weighed at any place and time of carriage and any mis-declaration will expose you to claims for all losses, expenses or damages whatsoever resulting therefrom and be subject to freight surcharge. 225. The shipper acknowledges that the Carrier may carry the goods identified in this bill of lading on the deck of any vessel and in taking remittance of this bill of lading the Merchant (including the shipper, the consignee and the holder of the bill of lading, as the case may be) confirms his express acceptance of all the terms and conditions of this bill of lading and expressly confirms his unconditional and irrevocable consent to the possible carriage of the goods on the deck of any vessel. 274. The Merchant is responsible for returning any empty container, with interior clean, free of any dangerous goods placards, labels or markings, at the designated place, and within 60 days following to the date of release, failing which the container shall be construed as lost. The Merchant shall be liable to indemnify the Carrier for any loss or expense whatsoever arising out of the foregoing, including but not limited to liquidated damages equivalent to the sound market value - or the depreciated value due by the Carrier to a container lessor. The Carrier is entitled to collect a deposit from the Merchant at the time of release of the container which shall be remitted as security for payment of any sums due to the Carrier, in particular for payment of all detention and demurrage and/or container indemnity as referred above.			
RECEIVED by the carrier from the shipper in apparent good order and condition (unless otherwise noted herein) the total number or quantity of Containers or other packages or units indicated above stated by the shipper to comprise the cargo specified above for transportation subject to all the terms hereof (including the terms on page one) from the place of receipt or the port of loading, whichever is applicable, to the port of discharge or the place of delivery, whichever is applicable. Delivery of the Goods will only be made on payment of all Freight and charges. On presentation of this document (duly endorsed) to the Carrier, by or on behalf of the holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to any rule of common law or statutes rendering them binding upon the shipper, holder and carrier) become binding in all respects between the Carrier and Holder as though the contract contained herein or evidenced hereby had been made between them. All claims and actions arising between the Carrier and the Merchant in relation with the contract of Carriage evidenced by this Bill of Lading shall exclusively be brought before the Tribunal de Commerce de Marseille and no other Court shall have jurisdiction with regards to any such claim or action. Notwithstanding the above, the Carrier is also entitled to bring the claim or action before the Court of the place where the defendant has his registered office. In witness whereof three (3) original Bills of Lading, unless otherwise stated above, have been issued, one of which being accomplished, the others to be void. (OTHER TERMS AND CONDITIONS OF THE CONTRACT ON PAGE ONE)			
PLACE AND DATE OF ISSUE		SIGNED FOR THE CARRIER CMA CGM S.A.	
BELEM 03 SEP 2025		BY CMA CGM do Brasil Agencia Maritima LTDA - as agents for the carrier CMA CGM S. A.	
SIGNED FOR THE SHIPPER		Luis STIPANICH CPF: 074.194.858-36	
*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING			

Manganese Ore