

**PUBLIC SALE OF SUBSTANTIALLY ALL OF THE ASSETS OF  
THE WALKING COMPANY, BIG DOG USA, INC., and ABEO FOOTWEAR, INC., AND  
OF THE WALKING COMPANY HOLDINGS, INC.**

**Terms of Public Sale (“Terms of Sale”)**

NOTICE IS HEREBY GIVEN that on February 4, 2021 at 5:00 P.M. (EDT), or such later date designated below (collectively, the “Auction Date”), (the “Lender”) intends to sell at a public sale auction (the “Auction”) in accordance with New York - Uniform Commercial Code – Secured Transactions, Sections 9-101 et seq<sup>1</sup>.

Substantially all of Lender’s right, title and interest, as a foreclosing secured party under the UCC, if any, in that certain “Collateral,” as further specified in the Credit Agreement dated as of June 29, 2018 (as amended, the “Credit Agreement”) by and among (i) The Walking Company, for itself and as Lead Borrower (in such capacity, the “Lead Borrower”) for the other Borrowers party thereto, including Big Dog USA, Inc., and Abeo Footwear, Inc. (individually, a “Borrower” and, collectively, the “Borrowers”), The Walking Company Holdings, Inc., as “Guarantor” and “Parent” to the Borrowers, and The Walking Company Acquisition LLC (“Lender”) as successor in interest to Wells Fargo Bank, National Association (“Wells Fargo”) and that certain Security Agreement dated as of June 29, 2018, by and among Lender, as successor in interest to Wells Fargo, and the Borrowers (as amended, the “Collateral Agreement” and collectively with the Credit Agreement and the other related loan documents, the “Loan Documents”). The credit facility evidenced by the Loan Documents is the “Loan.”

**PROVIDED HOWEVER, the Collateral SHALL NOT, for purposes of the Auction, include the equity interests in the Borrowers held by the Parent, or the equity interests of the Parent, or of any other entities, all of which equity interests were pledged to secure repayment of the Loan. The liabilities of the Borrowers and the Parent, and related entities, shall NOT be assumed by the purchaser of the Collateral.**

The Auction will be held by sealed bid and, in certain circumstances, by videoconference (described below) on Zoom or a similar service (the “Virtual Auction Site”) and the log in information to the Virtual Auction Site will be distributed in advance only to Qualified Bidders (as defined in Section 8 below). The Auction will be conducted by Braunco, Inc., acting solely in its capacity as auctioneer (“Auctioneer”), on behalf of the Lender.

Terms and Conditions

Execution and delivery of the Confidentiality Agreement (defined below) shall constitute an acceptance of, and agreement to, be legally bound by, these Terms of Sale, and that TIME IS OF THE ESSENCE with respect to the consummation of the Transaction (defined below).

The terms and conditions of the public sale of the Collateral are as follows:

1. Public Auction. The Auction shall be held by sealed bid, and in certain circumstances, by videoconference of a live auction for sale of the Collateral to the highest Qualified Bidder. The Collateral will be sold as a block and will not be divided or sold in any lesser amounts. The Collateral will be sold for cash, without contingencies or conditions, on the terms set forth in these Terms of Sale and as otherwise determined by the Auctioneer and the Lender.

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<sup>1</sup> . Defined terms may be used before being defined.

2. Preliminary Qualifications. By no later than February 4, 2021 at 5:00 P.M. (EDT) (“Bid Qualification Date”), Qualified Bidders will be required to sign a Confidentiality Agreement before accessing the data room, and sign a Qualified Bidder Certification, deliver a deposit of \$2,000,000, demonstrate that they have liquid assets in excess of \$15,000,000 and meet certain other legal and financial criteria, as determined in good faith by Lender. If there are no Qualified Bidders other than the Lender, the Auctioneer may sell the Collateral to the Lender any time after the Bid Qualification Date on the basis of a credit bid of all or part of the Loan.
3. Sealed Bids. By February 8, 2021 at 5 P.M. (EDT) (“Sealed Bid Date”), Qualified Bidders must submit a written, binding, unconditional cash bid to Auctioneer in order to have their bid considered (each a “Qualified Bid”). Promptly after the Sealed Bid Date, Auctioneer shall open the Qualified Bids and if the highest is \$1 Million more than the others, the Auctioneer shall declare its holder the Winning Bidder (as defined in Section 9 below). However, if there is at least one Qualified Bid within \$1 Million below the highest Qualified Bid, the Auctioneer will defer selection of the Winning Bidder until the Live Auction Date. Each Qualified Bidder who submits a Qualified Bid within \$1 Million of the highest Qualified Bid, will be eligible to participate in a live auction which will proceed by videoconference on February 10, 2021 at 12:00 P.M. (EDT) (“Live Auction Date”) on the Virtual Auction Site, as set forth above. However, if there are no Qualified Bids within \$1 Million of the highest Qualified Bid, Auctioneer will sell the Collateral to the Qualified Bidder who submits the highest Qualified Bid on the Sealed Bid Date.
4. Bidding at Live Auction. The initial bid for the Collateral at the Live Auction shall be the highest Qualified Sealed Bid, and all further bids shall be made in increments of no less than \$500,000. (All references to currency in these Terms of Sale are to U.S. Dollars.) Higher bids for the Collateral by Qualified Bidders entitled to bid will continue to be entertained on the Live Auction Date until the Auctioneer has determined that the highest bid from all Qualified Bidders has been received. Subject to the Loan Documents, the Lender will be permitted to bid at the sale and may credit bid all or any portion of the outstanding balance of the amounts due to the Lender by Borrower under the Credit Agreement. Each credit bid made by the Lender will constitute a “cash bid” for all purposes hereof. If such Lender is the highest bidder, the Lender, as applicable, may become the purchaser of the Collateral.
5. Conditions to Bidding. The Lender reserves the right to (a) terminate the sale, or to adjourn the sale to such other date and time as the Lender may deem proper, by announcement (i) prior to the Auction Date, (ii) on the Auction Date (but prior to the start of the bidding at the Auction) on the Virtual Auction Site, or (iii) at any subsequent adjournment of the Auction (at such adjourned date and location of the Auction), without further publication, (b) waive any formalities or irregularities in any bid, (c) negotiate, re-offer or opt not to sell any or all of the Collateral, (d) reopen bids, (e) settle disputes between bidders; and (f) resolve all other sale matters in its sole discretion.

THE LENDER RESERVES THE RIGHT TO AMEND, FROM TIME TO TIME BUT PRIOR TO THE COMMENCEMENT OF BIDDING AT THE AUCTION, THESE TERMS OF SALE AND ANY FORMS OF DOCUMENTS FOR THE SALE OF THE COLLATERAL OR QUALIFICATION OF BIDDERS, OR OTHERWISE, CONTAINED IN THE DATA ROOM TO REVISE OR ADD ANY OTHER COMMERCIALY REASONABLE CONDITIONS AS THE LENDER MAY DEEM APPROPRIATE TO FACILITATE A COMMERCIALY REASONABLE SALE OF THE COLLATERAL OR OTHERWISE, AND RESERVES ALL RIGHTS IN

CONNECTION WITH THE AUCTION AND THE SALE OF THE COLLATERAL (THE “TRANSACTION”), INCLUDING THE RIGHT AT ANY TIME, IN THE LENDER’S SOLE AND ABSOLUTE DISCRETION, TO POSTPONE OR CANCEL THE AUCTION OR WITHDRAW ALL OR PART OF THE COLLATERAL FROM THE AUCTION.

Lender and the Auctioneer reserve the right to reject all bids determined in good faith by either of them to be unqualified, conditional or otherwise commercially unreasonable and will reject any bid that contains any of the following:

- (a) Conditional provisions related to obtaining financing, required governmental, regulatory or contractual consents or notices, required payment of fees or expenses in connection with obtaining such consents or making such notices or the outcome of unperformed due diligence by such Qualified Bidder;
- (b) The inclusion of any representations and warranties to be made by the Lender in any documentation relating to the Auction or the purchase and sale of the Collateral;
- (c) Conditions prohibiting disclosure of bid terms to other bidders; or
- (d) Any requirement for any breakup fee, termination fee, brokerage commission, expense reimbursement or similar requirements.

6. Due Diligence.

Lender, through the Auctioneer, shall grant potential bidders that execute a confidentiality agreement provided by Lender (the “Confidentiality Agreement”) access to the online data room (the “Data Room”), which contains certain information that Lender possesses concerning Borrowers and certain others, including guarantors of the Loan (including Guarantor), and the Collateral, including copies of the Collateral Agreement and the other Loan Documents (collectively, the “Disclosed Documents”).

All persons interested in bidding on the Collateral shall conduct their own due diligence, at their own expense, regarding the information they deem is appropriate to review to become familiar with the Collateral. Information pertaining to the Collateral has been made available for inspection in the Data Room and inspection of the underlying property may be arranged upon request. Lender makes no representations and provides no warranties, either express or implied, regarding the accuracy of any of the information contained within the materials made available to bidders in the Data Room, which are provided for informational purposes only.

**Prospective bidders are encouraged to review all Disclosed Documents and perform such due diligence as they deem necessary in advance of the Auction Date.**

Bidders are advised that although Lender has provided access to certain information regarding Borrower and/or the Collateral in the Data Room, there is no assurance that the Lender does not have information that it is contractually or legally prohibited from providing to potential bidders due to restrictions in confidentiality agreements or otherwise, or that Lender has disclosed all information in its possession relating to Borrower and/or the Collateral. Further, the Lender may be in possession of information which bidders may not have.

7. Collateral Sold AS IS; No Representations; Purchase Subject to Existing Documents.

The Collateral is offered **AS IS, WHERE IS, WITH ALL FAULTS**, and the Lender does not and shall not make any representations or warranties of any kind, express or implied, whatsoever including, without limitation, any express or implied warranty relating to title, possession, quiet enjoyment, merchantability, fitness for a particular purpose or other warranties in connection with the Auction or the purchase and sale of the Collateral. Lender makes no guaranty, representation or warranty, express or implied, whatsoever as to the existence or nonexistence of liens, the quantity, quality, condition or description of the Collateral, the value of the Collateral, or any other matter.

The transfer of the Collateral will be made without recourse or any right of rescission. No information provided to a bidder in response to any request for information made to the Lender or any auctioneer or broker it may retain (including Auctioneer) shall constitute a representation or warranty of any kind, express or implied, with respect to such information, the Collateral, the public sale or any other matter.

Without limiting the foregoing, the Transacting Bidder must purchase the Collateral subject to the terms of the governing documents of the Collateral.

8. Qualified Bidder Requirements.

For a bidder (other than the Lender) to be eligible to bid at the Auction (a “Qualified Bidder”), such bidder must satisfy the following requirements:

(a) be virtually present at the Auction, if held, on the Live Auction Date; and do all of the following by the Bid Qualification Date TIME BEING OF THE ESSENCE WITH RESPECT TO SUCH DELIVERIES:

(b) (i) execute and deliver (A) the Confidentiality Agreement and (B) that certain Depository Agreement and Joinder, together with the Statement of Information attached thereto (the “Depository Agreement and Joinder”) attached to that certain UCC Auction Escrow Agreement (the “Escrow Agreement”) with Granite Escrow and Settlement Services (the “Escrow Agent”), the form each of which is available in the Data Room, (ii) submit a \$250.00 payment to the Escrow Agent in partial payment for the Escrow Agent’s escrow services, and (iii) to the extent required, comply with and satisfy all “Know Your Customer” procedures of the Escrow Agent;

(c) deposit the sum of \$2,000,000 (the “Required Deposit”) in accordance with the Escrow Agreement and Depository Agreement and Joinder, which shall be available in the Data Room;

(d) the Escrow Agreement shall, among other things, authorize the Escrow Agent to release the Required Deposit to (1) such Qualified Bidder if such Qualified Bidder (i) determined not to be a Qualified Bidder or (ii) is not the Winning Bidder, Back-Up Bidder or Transacting Bidder in accordance with and subject to Sections 9 and 10, or (2) to the Lender, subject to and in accordance with Sections 9 and 10, if such Qualified Bidder is the Transacting Bidder, Winning Bidder or the Back-Up Bidder and such Qualified Bidder is required to and fails to consummate the Transaction;

(e) duly execute a written Qualified Bidder Certification attesting to bidder’s qualifications and financial ability to consummate the Transaction to the

Lender's reasonable satisfaction, including a representation that such bidder has total liquid and unencumbered assets in excess of \$15,000,000 together with written proof of such liquid assets that shall form part of the Qualified Bidder Certification ("Proof of Qualifications and Financial Ability"), which proof shall consist of an official bank statement or a letter of guarantee from a bank demonstrating that such Qualified Bidder has access to immediately available liquid and unencumbered funds sufficient to complete the Transaction if such Qualified Bidder is the Transacting Bidder;

(f) demonstrate the ability to satisfy the Collateral Transfer Conditions set forth in Section 10 if it shall be the Transacting Bidder;

(g) deliver (x) each of the signed Confidentiality Agreement, Depository Agreement and Joinder, and the signed Proof of Qualifications and Financial Ability, to the Auctioneer at todd@braunco.com in accordance with the procedures found in the Data Room, and (y) the Required Deposit to the Escrow Agent in accordance with the Depository Agreement and Joinder. The Lender reserves the right to prohibit a bidder from participating at the Auction for failure to deliver such documents and the Required Deposit; and

(h) deliver a copy of a board resolution, written consent, secretary's certificate or similar document demonstrating the authority of such bidder to make a binding and irrevocable bid that is reasonably acceptable to the Lender.

AFTER COMPLETION AND DELIVERY OF THE FOREGOING REQUIREMENTS AND UPON REQUEST FROM SUCH QUALIFIED BIDDER, THE AUCTIONEER SHALL PROVIDE SUCH QUALIFIED BIDDER WITH THE ACCESS CODE FOR PARTICIPATION IN, AND BIDDING AT, THE AUCTION AT THE VIRTUAL AUCTION SITE IN THE EVENT SUCH QUALIFIED BIDDER IS AMONG THOSE PERMITTED TO BID AT THE LIVE AUCTION.

Notwithstanding the foregoing, the Lender is a Qualified Bidder, may credit bid at the Auction, and is not required to deliver the documentation, deliver the Required Deposit, or deliver or fulfill any the other requirements set forth above in this Section 8 in order to bid at the Auction.

Meeting any requirements under any documents related to the sale of the Collateral shall be at the sole risk, cost and expense of a bidder. If a bidder is a special purpose entity or, in the Lender's reasonable judgment, lacks sufficient creditworthiness to establish that such bidder qualifies as a Qualified Bidder or render such bidder capable of participating in the Auction or consummating the Transaction, the Lender reserves the right to require a creditworthy affiliate of such bidder to qualify as a Qualified Bidder, and, depending on the circumstances, provide additional credit support in the form of a guaranty, commitment letter, letter of credit and/or or other credit support reasonably acceptable to the Lender.

9. Determination of Winning Bidder; Back-Up Bidders; Deposit Refund.

No bids may be withdrawn once made during the Auction, whether submitted on (or before) the Sealed Bid Date or the Live Auction Date. The Auction shall continue until the Auctioneer has determined and identified (a) the Qualified Bidder that has submitted the best bid for the Collateral that complies with all requirements set forth in these Terms of Sale (such Qualified Bidder is the "Winning Bidder") and (b) if the Lender directs the

Auctioneer to designate a back-up bidder, the Qualified Bidder that has submitted the second highest bid for the Collateral that complies with all requirements set forth in these Terms of Sale (such Qualified Bidder, the “Back-Up Bidder”).

If such bidder (i) is selected to be (A) the Winning Bidder or (B) if the Winning Bidder fails to consummate the Transaction, the Back-Up Bidder and thereafter has received a Back-up Bidder Notice (defined below) in accordance with this Section 9 and (ii) is consummating the Transaction, such bidder (the “Transacting Bidder”) shall be required to consummate the Transaction in accordance with Section 10 on or prior to the Outside Date (defined below) and shall have no right to postpone or nullify the Transaction.

If the Winning Bidder does not consummate the Transaction on or prior to the Outside Date, then the Back-Up Bidder shall be notified that it has been designated the new winning bidder (the “Back-Up Bidder Notice”) and shall be obligated, on or prior to the Outside Date, to consummate the Transaction. If the Back-Up Bidder is ultimately designated the new winning bidder, the sale of the Collateral to the Back-Up Bidder will be consummated on the same terms as were applicable to the Winning Bidder (other than the purchase price of the Transaction, which shall be the highest bid made by the Back-Up Bidder), and the Back-Up Bidder shall be required to consummate the Transaction in accordance with Section 10. If the Back-Up Bidder also fails to consummate the Transaction in accordance with Section 10, the Lender, in its sole discretion, may designate the Qualified Bidder that made the next highest qualified bid at the Auction (the “Second Back-Up Bidder”) as the new winning bidder (it being understood that the Back-Up Bidder or the Second Back-Up Bidder may be the Lender); provided that the Second Back-Up Bidder will not be required to consummate the Transaction and, notwithstanding that it may be the new winning bidder, its Required Deposit shall, unless otherwise requested by the Second Back-Up Bidder, be refunded in accordance with the time periods set forth in this Section 9.

The Required Deposit of each Qualified Bidder shall be refunded in full in accordance with the Depository Agreement and Joinder and the Escrow Agreement and related documents as follows: (A) to such Qualified Bidder that is not the Winning Bidder or the Back-Up Bidder, within three (3) business days after the Auction and (B) to such Qualified Bidder that is the Back-Up Bidder, within three (3) business days following the closing of the Transaction if the Back-Up Bidder is not ultimately the Transacting Bidder.

Each of the Winning Bidder’s Required Deposit and, if the Back-Up Bidder is selected, the Back-Up Bidder’s Required Deposit will remain with the Escrow Agent until applied toward payment of the purchase price in accordance with Section 10 (it being understood that the Transacting Bidder’s Required Deposit shall be part of the purchase price that is transferred to the Lender as part of consummating the Transaction) or refunded as provided in these Terms of Sale and pursuant to the Escrow Agreement. Notwithstanding the foregoing, if the Winning Bidder or the Back-Up Bidder, as applicable, is unable or unwilling for any reason to consummate the Transaction in accordance with Section 10 on or prior to the Outside Date (other than the Lender’s willful failure to close), the Lender may (x) retain all or a portion of the Required Deposit paid by such bidder as liquidated damages for the costs of the sale and for its loss of bargain, in lieu of all other damages, and (y) seek additional compensatory damages equal the difference between (1) the highest bid made by the Winning Bidder or the Back-Up Bidder, as applicable, minus (2) the purchase price paid by the Transacting Bidder. By bidding at the Auction, each bidder acknowledges that it would not be possible to ascertain the Lender’s actual damages under the circumstances described in this paragraph or otherwise as a result of failing to comply with the Terms of Sale and that money damages would not be a sufficient remedy. The Lender and its affiliates and representatives reserve all rights and remedies available at law,

in equity or otherwise, including the right to injunctive relief or the remedy of specific performance. If the Lender fails to consummate the Transaction with the Transacting Bidder for any reason whatsoever, the sole and exclusive remedy of the Transacting Bidder shall be the return of the bidder's Required Deposit and neither the Lender nor any of its affiliates or representatives shall have any further liability or obligation whatsoever to the Transacting Bidder.

10. Conditions Precedent to Transfer of Collateral.

The closing shall take place on a date (the "Closing Date") as soon as reasonably practicable (as reasonably determined by the Lender and the Transacting Bidder) and in any event no later than five (5) business days after the Auction Date (the "Outside Date"; provided that, solely with respect to the Back-Up Bidder, the Outside Date shall be the date that is five (5) business days following delivery of the Back-Up Bidder Notice).

The Transacting Bidder acknowledges and agrees that it will use its best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate the Transaction as soon as reasonably practicable, and, in any event, prior to the Outside Date.

The Transaction shall be consummated on the Closing Date following the Transacting Bidder's satisfaction of certain conditions to the consummation of the Transaction, including that the Transacting Bidder shall be required to perform and pay each of the following obligations (the "Collateral Transfer Conditions"): (a) execute and deliver that certain purchase agreement between the Transacting Bidder and the Lender and all required related documentation including the Bill of Sale and Release attached to it as an exhibit (collectively, the "Purchase Agreement"), which Purchase Agreement is available in the Data Room; (b) execute, deliver and file all required transfer tax forms, and pay all transfer taxes, stamp duties, withholding taxes and other taxes incurred, in connection with the purchase of the Collateral, in accordance with the Purchase Agreement; (c) cause the release from escrow of the Required Deposit in full and deliver the remaining amount of the winning bid in full in immediately available United States Dollars (such amounts, collectively, the "Winning Bid Proceeds"); and (d) any other obligations reasonably determined by Lender to be necessary or desirable to consummate the Transaction.

Upon such consummation of the Transaction, the Transacting Bidder (other than the Lender) shall receive: (1) a transfer statement transferring the Collateral, without guaranty of signatures other than by the Lender, with such taxes as may be allocable to Seller in accordance with the Purchase Agreement and (2) a bill of sale and release, the form of which shall be set forth as an exhibit to the Purchase Agreement. On the Closing Date, the Lender shall release and terminate, or shall cause the release and termination of, all liens and security interests on the Collateral, and the Transacting Bidder shall release Lender from any and all liabilities of every nature, whenever arising.

Notwithstanding anything in the Agreement to the contrary, the foregoing requirements will not apply to the Lender if it is the Transacting Bidder and payment for the Collateral may be made by applying against the winning bid any partial or entire amounts due to the Lender by Borrower under the Loan Documents.

11. Application of Proceeds; Secured Obligations.

The Winning Bid Proceeds shall be applied as follows: (i) FIRST, to pay for the costs of the Auction; (ii) SECOND, to satisfy the Secured Obligations (as defined below) in accordance with the Loan Documents; and (iii) THIRD, if any portion of the Winning Bid

Proceeds remains after satisfaction of the Secured Obligations in full, in accordance with applicable law, including to pay any person holding a junior secured claim against the Collateral in full and then to deliver to unsecured creditors of, and ultimately to the equity holders in, Borrower or any other person legally entitled thereto (it being understood that such persons shall not be entitled to any proceeds from the Transaction or the Auction unless all outstanding Secured Obligations are paid in full). If the Winning Bid Proceeds are less than the Secured Obligations, the Secured Obligations in excess of the Winning Bid Proceeds shall remain outstanding under the Loan Documents, and the liens and security interests under the Loan Documents on the assets of Borrower (other than the Collateral) shall continue in effect on and after the Closing Date to secure the remaining Secured Obligations.

The balance due under the Loan Documents, and the principal amount together with accrued and unpaid interest, prepayment premiums, default interest, late charges, enforcement costs (including all legal fees related to this foreclosure action, Auctioneer fees and expenses of the Lender), protective advances and all other Obligations (defined therein) are the “Secured Obligations”. Qualified Bidders are advised that the Secured Obligations change daily with the accrual of unpaid interest at the default rate, the addition of enforcement costs, protective advances and other amounts incurred, and, upon request to the Lender, any Qualified Bidder can obtain from the Lender an updated Secured Obligations. Following the Auction Date, the Lender will deliver to the Transacting Bidder an updated balance of the Secured Obligations.

Notwithstanding anything in the Agreement to the contrary, if the Lender is the Transacting Bidder, then the Lender will pay the costs of the Auction, which will be added to the amount of the Secured Obligations outstanding, and the Secured Obligations shall remain due and owing, less the amount of the Lender’s bid.

12. Miscellaneous.

The terms “include,” “including,” “such as,” and similar terms shall be construed as if followed by the phrase “without being limited to” or “without limitation.” Any collective noun, shall be construed as if followed by the phrase “or any part of it,” except where, the context requires otherwise. Words of masculine, feminine, or neuter gender mean and include the correlative words of the other genders. If a word is defined in the singular, the same definition (referring to the plural) shall apply when such word is used in the plural, and vice versa, all in accordance with ordinary English grammar. Wherever these Terms of Sale refer to any statute or regulation, such reference shall be deemed to refer to such provision as it may be modified and any similar or successor statute. Wherever these Terms of Sale refer to any document or agreement, it includes a reference to: (a) such document or agreement as modified; and (b) all attachments, exhibits, riders, and schedules. A “business day” is any day other than Saturday, Sunday or days when national banks are closed in New York, New York. These Terms of Sale shall not be construed against the party primarily responsible for drafting them, given that each party has represented that it is sophisticated in matters of this type, it has freely and voluntarily entered into this transaction, and each has had ample opportunity to review their terms with an attorney of its choice.

13. Disputes.

In the event of any dispute arising out of or in connection with the Required Deposit, the Depository Agreement and Joinder, these Terms of Sale, any other document submitted or provided in connection with the Auction, or the Auction itself, or the solicitation and determination of the Transacting Bidder, a Qualified Bidder’s sole remedy shall be to seek



the mutual release of the Lender's and such Qualified Bidder's obligations under the Terms of Sale and a return of the Required Deposit (plus any increase thereof by the Qualified Bidder). No Qualified Bidder shall be entitled to collect from the Lender or Auctioneer any type of damages or equitable relief, including in the form of an injunction or specific performance. Each Qualified Bidder, for itself and on behalf of its affiliates, representatives, successors and assigns, agrees that it shall not threaten, bring, commence, or prosecute against the Lender, its affiliates or its and their respective employees, officers, representatives, agents, and professionals, successors and assigns any action, lawsuit, claim, or proceeding in any forum to the extent based on or arising out of the sale process and procedure, or the solicitation and determination of the Transacting Bidder. By accepting the return of the Required Deposit, the Qualified Bidder fully and irrevocably releases the Lender and Auctioneer, and their respective affiliates and its and their respective employees, officers, representatives, agents and professionals, successors and assigns, from any and all costs, expenses, losses, liabilities, damages, demands, actions, or causes of action arising from or related to the Terms of Sale, the Transaction, the Auction or the sale or the solicitation and determination of the Transacting Bidder.

FOR MORE INFORMATION, CONTACT AUCTIONEER TODD WOHL AT [todd@braunco.com](mailto:todd@braunco.com) OR 866 568 6638 x 100.