

QUALIFIED BIDDER CERTIFICATION

Date: _____, 2024

Reference is made to (x) the Terms of Public Sale (as amended from time to time, the “Terms of Sale”) for the foreclosure sale by FundThrough USA, Inc. (“Secured Party”) of the Sale Collateral and (y) the related Qualified Bidder Requirements (as amended from time to time, the “Qualified Bidder Requirements”), each of which has been provided concurrently with this Qualified Bidder Certification. Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Terms of Sale.

The undersigned has indicated that it is interested in bidding on the Sale Collateral, described in the attached Schedule of Sale Collateral, incorporated by reference herein, which will be auctioned in accordance with the Terms of Sale. This letter constitutes the Qualified Bidder Certification that each prospective bidder is required to execute and deliver in order for such bidder to receive access to the Data Room and become eligible to bid at the Auction pursuant to Section 2 of the Terms of Sale and Paragraph 1 of the Qualified Bidder Requirements.

Accordingly, the undersigned hereby certifies to Secured Party as follows:

- (a) Terms of Sale and Qualified Bidder Requirements. The undersigned has received and reviewed, and is able to comply with, and expressly agrees to be legally bound by all the terms set forth in the Terms of Sale and the Qualified Bidder Requirements.
- (b) Escrow and Deposit. The undersigned acknowledges and agrees that, as a condition to its participation in the Auction, among other things:
 - i. the undersigned will be required to make the Required Deposit of \$1,000,000 to the Brauncor Interenational Trust Account pursuant to the Terms of Sale and the Qualified Bidder Requirements, which Required Deposit shall be returned to the undersigned if the undersigned is not a party to the transaction, in accordance with and subject to the Terms of Sale (including that (1) if the undersigned is the BackUp Bidder, such Required Deposit may be held in escrow pending consummation of the Transaction with the Winning Bidder and (2) if the undersigned (A) is either the Winning Bidder or Back-Up Bidder that becomes the new winning bidder in accordance with the Terms of Sale and (B) fails to consummate the Transaction in accordance with the Terms of Sale (other than the Secured Party’s willful failure to close), the Required Deposit may be forfeited (without limiting the ability of the Secured Party or its designee to seek additional compensatory damages) as further described in the Terms of Sale);
 - ii. in the event of any dispute arising out of or in connection with the Required Deposit, the Terms of Sale, the Qualified Bidder Requirements, this Qualified Bidder Certification or the Auction, or the solicitation and determination of the Transacting Bidder, the undersigned’s sole remedy shall be the mutual release of the Secured Party’s and the undersigned’s obligations under the Terms of Sale, the Qualified Bidder Requirements and the Qualified Bidder Certification and a return of the Required Deposit (plus any increase thereof by the undersigned). The undersigned shall not be entitled to collect from the Secured Party any type of damages or equitable relief, including in the form of an injunction or specific performance; and
 - iii. (x) it would not be possible to ascertain the Secured Party’s actual damages if the undersigned fails to comply with the Terms of Sale or the Qualified Bidder Requirements and that money damages would not be a sufficient remedy and (y) the Secured Party 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.
- (c) Financial Ability to Fund Balance of Purchase Price. The undersigned acknowledges and agrees that, as a condition to its participation in the Auction, among other things, that he/she/it has the financial wherewithal to pay the balance of the purchase price and submitted herewith is true, correct and current proof of funds available to pay the purchase were he/she/it to be confirmed as the Winning Bidder or Back-Up Bidder. /

(d) Collateral Transfer Conditions. The undersigned represents and warrants and acknowledges and agrees that, if it shall be the Winning Bidder or the Back-Up Bidder that becomes the new winning bidder, it will be able to consummate the Transaction and satisfy each of the Collateral Transfer Conditions set forth in and in accordance with Section 6 of the Terms of Sale, including that it shall execute the Purchase Agreement in the form made available in the Data Room and consummate the Transaction as promptly as possible and in any event prior to the Outside Date.

The undersigned acknowledges and agrees that the certifications contained in this Qualified Bidder Certification may be, and are being, relied upon by Secured Party and its successors and assigns, and that said certifications shall be binding upon the undersigned and its successors and assigns.

The undersigned hereby agrees to indemnify and hold harmless Secured Party from and against any claim and/or out of-pocket loss, liability or expense (including, without limitation, attorneys fees) resulting from or based on any misrepresentation or inaccuracy in the information contained in this Qualified Bidder Certification that is provided by the undersigned (including any attachments or supplements to this Qualified Bidder Certification provided by the undersigned).

The undersigned acknowledges and agrees that by his/her/its signature below, the undersigned agrees to be bound by the Terms of Sale

IN WITNESS WHEREOF, the undersigned has caused this Qualified Bidder Certification to be executed by its respective officer thereunto duly authorized as of the day and year first above written.

NAME OF BIDDER: _____

By: _____

Name: _____

Title: _____