

QUALIFIED BIDDER CERTIFICATION

Date: _____, 2020

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 Terracore AgentCo LLC (“Sub-Agent”) of the 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 Collateral, including the Terracore Operating Membership Interests, 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) Offering and Sale; Securities Law Matters:
 - i. the undersigned’s purchase of the Terracore Operating Membership Interests will be in compliance with all applicable federal and state laws;
 - ii. the undersigned acknowledges that (i) the Terracore Operating Membership Interests are unregistered securities under the Securities Act of 1933, as amended (the “Securities Act”), and are subject to transfer restrictions, (ii) the sale is being made in reliance upon federal and state exemptions for transactions not involving a public offering, and (iii) the offering and sale of the Collateral, including the Terracore Operating Membership Interests, are being made only to investors reasonably believed to be “qualified institutional buyers” in reliance on Rule 144A under the Securities Act (“Rule 144A”);
 - iii. the undersigned is, and will be at the time of sale, a “qualified institutional buyer” within the meaning of Rule 144A;
 - iv. the undersigned is acquiring the Terracore Operating Membership Interests for its own account and with no intention of distributing or reselling such Collateral or any part thereof in any transaction that would be in violation of the securities laws of the United States of America, or any state, without prejudice, however, to its right at all times to sell or otherwise dispose of all or any part of such Collateral under an effective registration statement under the Securities Act, or under a valid exemption from such registration available under the Securities Act;
 - v. the undersigned understands and agrees that, if it should in the future decide to dispose of any of the Collateral, it may do so only in compliance with the Securities Act and applicable state securities laws, as then in effect;
 - vi. the undersigned is an exempt institution under the laws of Alabama, California, Louisiana, Tennessee or Virginia, as applicable;
 - vii. the undersigned is acting on its own behalf and not as an agent or broker for another party;
 - viii. the undersigned is able to bear the economic risk of holding the Terracore Operating Membership Interest for an indefinite period (including total loss of their investment), and has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risk of its investments;
 - ix. the undersigned understands that the Sub-Agent has no obligation or intention to register the Collateral under the Securities Act or any other law, or to file the reports to make public the information required by Rule 144 (or any successor provision) under the Securities Act;

- x. the undersigned recognizes that the investment in the Collateral is extremely speculative and involves a high degree of risk; and
 - xi. the undersigned agrees to the imprinting on any certificates representing all of the Terracore Operating Membership Interests of a legend to the following effect: “THE SECURITY (OR ITS PREDECESSOR) EVIDENCED HEREBY WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 5 OF THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND THE SECURITY EVIDENCED HEREBY MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THE SECURITY EVIDENCED HEREBY IS HEREBY NOTIFIED THAT THE SELLER MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER. THE HOLDER OF THE SECURITY EVIDENCED HEREBY AGREES FOR THE BENEFIT OF THE ISSUER THAT (A) SUCH SECURITY MAY BE RESOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (1)(a) INSIDE THE UNITED STATES TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A UNDER THE SECURITIES ACT, (b) OUTSIDE THE UNITED STATES TO A FOREIGN PERSON IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 903 OR RULE 904 OF REGULATIONS UNDER THE SECURITIES ACT, (c) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF APPLICABLE) OR (d) IN ACCORDANCE WITH ANOTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT (AND BASED UPON AN OPINION OF COUNSEL ACCEPTABLE TO THE ISSUER IF THE ISSUER SO REQUESTS), (2) TO THE ISSUER OR (3) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT AND, IN EACH CASE, IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER APPLICABLE JURISDICTION AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THE SECURITY EVIDENCED HEREBY OF THE RESALE RESTRICTIONS SET FORTH IN CLAUSE (A) ABOVE. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 FOR RESALE OF THE SECURITY EVIDENCED HEREBY.”
- (c) Liquidity. The undersigned has total liquid assets in excess of \$100,000,000.
- (d) Prohibited Person. The undersigned is not an individual, corporation, limited liability company, partnership, joint venture, estate, trust, unincorporated association, a federal, state, county or municipal government or any bureau, department or agency thereof, or a fiduciary acting on behalf of any of the foregoing (each a “Person”):
- i. that is listed in the annex to, or who is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the “Executive Order”);
 - ii. that is controlled by, or acting for or on behalf of, any person or entity that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;
 - iii. with whom any other Person is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering law, including the Executive Order;
 - iv. who commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Order;
 - v. that is named as a “specially designated national and blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website or at any replacement website or other replacement official publication of such list; or
 - vi. who is an affiliate of a Person listed in clauses (i) through (v) above.

- (e) 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 \$7,000,000 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 the Escrow Agreement and the Terms of Sale (including that (1) if the undersigned is the Back-Up 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 Depository Agreement and Joinder, 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.
- (f) 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).

* * * * *

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: _____