

**QUALIFIED BIDDER REQUIREMENTS  
FOR FORECLOSURE SALE OF COLLATERAL  
BY TERRACORE AGENTCO LLC**

Reference is made to the Terms of Public Sale (as amended from time to time, the “Terms of Sale”) for the foreclosure sale by Terracore AgentCo LLC of the Collateral provided concurrently with these Qualified Bidder Requirements. Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Terms of Sale.

In order to become a Qualified Bidder and to bid at the Auction, **by no later than 4:00 p.m. PDT on the date that is two (2) business days prior to the Auction Date (the “Qualified Bidder Requirements Deadline”), a potential bidder must:**

1. Execute the Confidentiality Agreement and the Qualified Bidder Certification, each of which, as further described in the Terms of Sale, are conditions to a potential bidder being granted access to the Data Room;
2. Execute the Depository Escrow Agreement and Joinder (the “Depository Agreement and Joinder”) to that certain Escrow Agreement (the “Escrow Agreement”) with First American Title Insurance Company (the “Escrow Agent”), the form each of which is available in the Data Room, and the joint written instructions, the form of which is attached as Exhibit B to the Escrow Agreement (the “Joint Written Instructions”), which, upon execution and delivery to the Escrow Agent by such bidder, shall authorize the Escrow Agent to release the Required Deposit to (x) such bidder if it is not the Transacting Bidder, or (y) the Secured Party, if such bidder is the Winning Bidder or the Back-Up Bidder and fails to consummate the Transaction in accordance with the Terms of Sale;
3. Deposit the sum of \$7,000,000.00 (the “Required Deposit”) in accordance with the instructions provided in the Depository Agreement and Joinder, submit a non-refundable \$150.00 payment to the Escrow Agent as payment for the Escrow Agent’s escrow services in accordance with the Escrow Agreement (the “Escrow Fee”), and to the extent required, comply with and satisfy all “Know Your Customer” and related account establishment procedures of the Escrow Agent in accordance with the Depository Agreement and Joinder (“KYC”);
4. Provide proof of such bidder’s financial ability to consummate the Transaction to the Secured Party’s reasonable satisfaction, including that it has total liquid assets in excess of \$100,000,000.00, which proof shall consist of an official bank statement or, if the bidder is a special purpose entity or otherwise not a creditworthy entity or, in Secured Party’s reasonable judgment, lacks sufficient creditworthiness to establish that such bidder qualifies as a Qualified Bidder, a customary guaranty, letter of credit, commitment letter or other form of credit support in form and substance reasonably acceptable to the Secured Party, demonstrating that such Qualified Bidder has access to immediately available funds sufficient to pay the consummation the Transaction if such Qualified Bidder is the Transacting Bidder (“Proof of Financial Ability”);
5. 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 and to consummate the Transaction in form and substance reasonably acceptable to the Secured Party (“Proof of Bidding Authority”); and
6. Deliver executed copies of each of the Confidentiality Agreement, the Qualified Bidder Certification, the Depository Agreement and Joinder, the Joint Written Instructions, Proof of Financial Ability and Proof of Bidding Authority to the Auctioneer at info@braunco.com and in each case by no later than the Qualified Bidder Requirements Deadline.

**Each of the Secured Party and the Auctioneer reserves the right to prohibit a bidder from participating at the Auction for failure to satisfy any of the above conditions in accordance herewith.**

Meeting any requirements under any documents set forth above or otherwise related to the sale of the Collateral shall be at the sole risk, cost and expense of such bidder. If a bidder is a special purpose entity or otherwise not a creditworthy entity or, in Secured Party’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, Secured Party reserves the right to require a creditworthy affiliate of such bidder to qualify as a Qualified Bidder, execute the Qualified Bidder Certification and, depending on the circumstances, provide additional credit support in the form of a guaranty, letter of credit, commitment letter and/or or other credit support reasonably acceptable to the Secured Party.

**For questions, please contact Todd Wohl at Braunco, Inc.: info@braunco.com; (866) 568-6638, ext. 100.**