

NOTICE OF PUBLIC SALE OF COLLATERAL

PLEASE TAKE NOTICE, that in accordance with applicable provisions of the Uniform Commercial Code, as enacted in Delaware, **LOAN ORIGINATIONS, LLC** (“Secured Party”) will offer for sale, at public auction, all stock of **CLEMENT HOLDINGS OWNER, INC.** (the “Collateral”), a New York corporation (the “Debtor”), which Collateral was pledged to secure payment of outstanding indebtedness owing from Debtor to Secured Party (the “Credit Obligations”). At the time the Credit Obligations were incurred, Debtor was the sole owner of certain real property located at 150 Deerfield Rd., Watermill, New York 11976. The public sale of the Collateral will be held on May 10, 2024 at 10:00 AM Central Standard Time, by remote auction via Zoom to the highest qualified bidder; provided, however, that Secured Party reserves the right to cancel the sale in its entirety, or adjourn the sale to a future date. The sale will be conducted by **AUCTIONWORKS**, a division of **AW PROPERTIES GLOBAL, LLC** (the “Auctioneer”). The Collateral consists of all stock of Debtor, which stock has not been registered under the Securities Act of 1933, as amended (the “Securities Act”), or qualified under the securities laws of any state, and as such may not be sold or otherwise transferred by the Secured Party or a purchaser of any Collateral, except in accordance with applicable law or in compliance with an applicable exemption. This notice does not constitute an offer for sale of the Collateral in any jurisdiction in which such an offer is contrary to law. This Sale has not and will not be registered under the Securities Act and is being made in reliance upon federal and state exemptions for transactions not involving a public offering. The Collateral will be sold together in a single block to a single purchaser, and will not be split up or broken down. Interested parties who intend to bid on the above Collateral must contact Secured Party’s counsel to receive the Terms of Sale and bidding instructions. Interested parties who do not contact the Secured Party’s counsel prior to the sale will not be permitted to enter a bid. Attention: James P. Roberts, Esq., at Burr & Forman LLP, 420 20th Street North, Birmingham, Alabama 35203, (205.458.5322), jroberts@burr.com. Upon execution of a standard confidentiality and non-disclosure agreement, additional documentation and information will be available.

**Notice of Disposition of Collateral by
Uniform Commercial Code
Public Foreclosure Sale**

NOTICE IS HEREBY GIVEN that, in accordance with applicable provisions of the Uniform Commercial Code, as enacted in the State of Delaware, **LOAN ORIGINATIONS, LLC** (the “Secured Party”) will offer for sale, at public auction, all stock (the “Collateral”) in and to **CLEMENT HOLDINGS OWNER, INC.** (the “Debtor”), a New York corporation, which Debtor owns, without limitation, the real property located at 150 Deerfield Rd., Watermill, New York 11976.

The public auction will be held on May 10, 2024 at 10:00 AM Central Standard Time (the “Sale”), by remote auction via Zoom to the highest qualified bidder; provided, however that Secured Party reserves the right to cancel the sale in its entirety, or to adjourn the sale to a future date. The sale will be conducted by **AUCTIONWORKS**, a division of **AW PROPERTIES GLOBAL, LLC** (the “Auctioneer”).

This sale is being held to enforce Secured Party’s rights in the Collateral, which secures payment of outstanding indebtedness owing from Debtor to Secured Party (the “Credit Obligations”), following Debtors’ defaults under applicable loan documents. At the time the Credit Obligations were incurred, Debtor was the sole owner of certain real property located at 150 Deerfield Rd., Watermill, New York 11976. The Collateral will be sold together in a single block, and there will be no warranty or representations relating to title, possession, quiet enjoyment, merchantability, fitness, or the like, in this disposition. Secured Party reserves the right for itself and any assignee to bid (whether by cash and/or crediting some or all of the secured obligations) and to become the purchaser of the Collateral at the sale.

The Collateral consists of all stock of Debtor and has not been registered under the Securities Act of 1933, as amended (the “Securities Act”), or qualified under the securities laws of any state, and as such may not be sold or otherwise transferred by the Secured Party or a purchaser of any Collateral, except in accordance with applicable law or in compliance with an applicable exemption. This notice does not constitute an offer for sale of the Collateral in any jurisdiction in which such an offer is contrary to law. This Sale has not and will not be registered under the Securities Act and is being made in reliance upon federal and state exemptions for transactions not involving a public offering. As a result, each prospective bidder seeking to be a “Qualified Bidder” (as determined by Secured Party in its sole and absolute discretion) shall be required to, among other things, execute and deliver to Secured

Party a “Bidding Certificate” certifying, among other things, that such bidder: (i) will acquire the Collateral for investment purposes, solely for its own account and not with a view to distribution or resale; (ii) is an accredited investor within the meaning of the applicable securities laws; (iii) has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of investment and has sufficient financial means to afford the risk of investment in the Collateral; and (iv) will not resell or otherwise hypothecate the Collateral without either a valid registration under applicable federal or state laws, including without limitation the Securities Act of 1933 as amended, or an available exemption therefrom.

Participation Requirements and Bidding Terms: Except as set forth in this notice (the “Notification”), in order to participate in the bidding process, at least five (5) business days prior to the Sale, each person (a “Potential Bidder”) must deliver to James P. Roberts, Esq. (jroberts@burr.com) and J. Cory Falgowski, Esq. of Burr & Forman LLP (jfalgowski@burr.com):

- i. an executed confidentiality agreement in form and substance satisfactory to Secured Party;
- ii. a financing commitment or current financial statements of the Potential Bidder that will show the Potential Bidder’s sufficient ability to pay the purchase price bid for the Collateral;
- iii. a statement that fully discloses (A) the identity of each entity or person that will be bidding for, or will be otherwise participating in a bid for, the Collateral; (B) such entity or person’s relationship, affiliation, or connection, if any, with any other Potential Bidder, the Debtor, or Ronald Escobar-Pineda (the “Guarantor”); and (C) if any entity has been formed for the purpose of acquiring the Collateral;
- iv. evidence of authorization and approval from such Potential Bidder’s board of directors (or comparable governing body) evidencing the authority of the Potential Bidder to make a binding and irrevocable bid for the Auctioned Collateral and to consummate the Sale if such Potential Bidder is the successful bidder, as such bid may be improved prior to or at the Sale;
- v. evidence that the Potential Bidder is an “accredited investor” as defined in Rule 501(a) of Regulation D under the Securities Act and the Securities Act Certifications; and

- vi. a deposit of Ten Thousand (\$10,000) in immediately available funds via (i) electronic fund transfer, (ii) certified check, or (iii) bank cashier's check, in each instance made payable to Secured Party.

Information and Due Diligence: A Potential Bidder that complies with the foregoing requirements shall be deemed a qualified bidder (a "Qualified Bidder"). Qualified Bidders may contact James P. Roberts, Esq. (jroberts@burr.com) and J. Cory Falgowski, Esq. of Burr & Forman LLP (jfalgowski@burr.com) for additional details and information. Secured Party shall be deemed to be a Qualified Bidder.

Terms of Sale: At the Sale, the Collateral shall be offered for sale to Qualified Bidders. The Collateral will be sold to the Qualified Bidder presenting the highest or otherwise best bid. Secured Party, in its sole discretion, shall determine the highest or otherwise best bid, taking into account all factors it reasonably determines relevant, including, without limitation, factors affecting the speed and certainty of consummating the Sale. The Collateral shall be sold for cash at such price and on such other commercially reasonable terms as Secured Party may determine in its sole discretion. Secured Party shall be entitled to bid at the Sale and, notwithstanding the requirement that the sale of the Collateral be for cash, may credit its bid against all or a portion of its secured claim and become the purchaser of the Collateral. Secured Party reserves the right to reject all bids and terminate the Sale or adjourn the Sale to such other time or times as it may deem proper only by announcement on the date of the Sale or any subsequent adjournment thereof without further publication and impose any other commercially reasonable conditions upon the sale of the Collateral as it may deem proper. The successful bidder shall have until 4:00PM (CT) on the following business day (the "Payment Deadline") to pay the successful bid amount (the "Purchase Price"). Payment of the Purchase Price will be made to Secured Party by the Payment Deadline and shall be accepted in the form of either, (i) electronic fund transfer, (ii) certified check, or (iii) bank cashier's check, except that in the case of purchase by Secured Party, the Purchase Price will be credited against amounts due under the Credit Obligations. If the successful bidder fails to complete the payment in full of the Purchase Price in accordance with the foregoing, then Secured Party shall have the right to retain the \$10,000 deposit to offset fees, costs, and expenses of Secured Party. Secured Party shall return to any Qualified Bidder that is not the highest or otherwise best bidder its \$10,000 deposit within five (5) Business Days following the Sale.

Secured Party, in its sole and absolute discretion, reserves the right to modify, waive, or amend any terms or conditions or to impose any other terms or conditions on the Sale.

THE AUCTIONED COLLATERAL WILL BE SOLD “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS” WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND. Any statement of description of the Collateral is for identification purposes only and is not a representation or warranty.

You are entitled to an accounting of the unpaid indebtedness secured by the Collateral intended to be sold (at no charge). You may request an accounting by contacting Craig Lawrence at Loan Originations, LLC, 108 W 13th St., Suite 100, Wilmington, DE 19801-1145.