

TERMS OF SALE

On Tuesday, October 7, 2025 at 11:30 a.m. Central Standard Time (the “Auction Date”), on behalf of Pretium Cedar Park Lender, LLC, a Texas limited liability company (“Secured Party” and/or “Lender”), Diana Peterson, principal auctioneer for AW Properties Global, through its auction division AuctionWorks, will offer the sale of Collateral as such term is defined in that certain Deed of Trust, dated August 24, 2022, recorded in Document No. 2022100402, Williamson County, Texas (the “Deed of Trust”) as modified by that certain Loan Modification Agreement by and among Debtor, Lender, and Guarantors dated as of April 23, 2024 and that certain Pledge and Security Agreement, dated as of August 24, 2022, made by Debtor for the benefit of Secured Party (the “Pledge Agreement”) and that certain Security Agreement, dated August 24, 2022 (“Security Agreement”), save and except the real property identified as the Land and Improvements in the Deed of Trust, which is being handled by a separate foreclosure sale, and as permitted by said documents and Articles 8 and 9 of the UCC of the State of Texas.

1. Lender is offering for sale all the following described property, whether now owned or hereafter acquired and wherever located, together with all replacements and substitutions therefor and all cash and non-cash proceeds (including insurance proceeds and any title or UCC insurance proceeds) and products thereof, and, in the case of tangible property, together with all additions, attachments, accessions, parts, equipment and repairs now or hereafter attached or affixed thereto or used in connection therewith, excluding, however, any and all “consumer goods,” as defined in the Texas Uniform Commercial Code, known as “Collateral” as such term is defined in that certain Deed of Trust, dated August 24, 2022, recorded in Document No. 2022100402, Williamson County, Texas (the “Deed of Trust”) as modified by that certain Loan Modification Agreement by and among Debtor, Lender, and Guarantors dated as of April 23, 2024 and that certain Pledge and Security Agreement, dated as of August 24, 2022, made by Debtor for the benefit of Secured Party (the “Pledge Agreement”) and that certain Security Agreement, dated August 24, 2022 (“Security Agreement”), save and except the real property identified as the Land and Improvements in the Deed of Trust, which is being handled by a separate foreclosure sale.
2. Lender is offering the sale of the aforementioned Collateral owned by Presidio183 LLC, a Texas limited liability company (“Debtor”), which said collateral is located at 14022 US Highway 183, Austin, TX 78717 (the “Real Property”). The Real Property is not part of the UCC Collateral Foreclosure Sale. The UCC Foreclosure Sale is being made pursuant to the Deed of Trust, Pledge Agreement and Security Agreement, which are collectively referred to as the “Loan”. The Loan was made on August 24, 2022, by and between Lender and Debtor and certain other related loan documents (collectively with the Loan, the “Loan Documents”).
3. Debtor failed to timely perform certain obligations, including payment obligations under the Loan Documents. Debtor received notices of such defaults from Lenders and failed to cure such defaults within the cure period (if any) afforded Debtor under the Loan Documents. As a result, Events of Default have occurred and are continuing.

4. All inquiries concerning the Terms of Sale (including requirements to be a Qualified Bidder (as defined below in Section 10) shall be made to Diana Peterson of AW Properties Global, through its auction division AuctionWorks at dianap@awproperties.com. Any person making any inquiry or request must: (i) disclose the person or entity on whose behalf such information is sought, (ii) execute the Confidentiality and Non-Disclosure Agreement (the "NDA"), which can be accessed via the website:

<https://auctions.awproperties.com/product/ucc-sale-of-all-personal-property-located-at-14022-us-highway-183-austin-tx-78717/>

and (iii) maintain the confidentiality of the information provided. Interested parties who do not contact AW Properties Global and register before the public sale will not be permitted to participate in bidding at the public sale.

5. Lender will provide prospective bidders that execute the NDA (as defined above) access to an online data site that contains certain relevant information that Lender possesses concerning the Debtor, interests (if any) and/or pledges and copies of the Loan Documents. Certain additional documentation may be made available to prospective bidders from time to time. Prospective bidders are encouraged to review all Loan Documents and perform such due diligence as they deem necessary in advance of the date of the foreclosure sale.
6. The Collateral is being sold strictly on an "AS IS" and (i) WITHOUT ANY REPRESENTATIONS OR WARRANTIES (WHETHER EXPRESSED OR IMPLIED) OF ANY KIND MADE BY LENDER (OR ANY OTHER PERSON ACTING FOR OR ON BEHALF OF LENDER), INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE EXISTENCE OR NONEXISTENCE OF OTHER LIENS, THE QUANTITY, QUALITY, CONDITION OR DESCRIPTION OF THE COLLATERAL AND/OR THE VALUE OF ANY OF THE FOREGOING, AND (ii) WITHOUT ANY RECOURSE WHATSOEVER AGAINST LENDER (OR ANY OTHER PERSON ACTING FOR OR ON BEHALF OF Lender). No information provided to any prospective bidder in response to any request for information to Lender or any attorney or broker it may retain or otherwise shall constitute a representation or warranty of any kind with respect to such information, the Collateral, or any other matter.
7. Lender reserves the right to credit bid, set a minimum reserve price, reject any or all bids (including, without limitation, any bid that it deems has been made by a bidder that is unable to satisfy the requirements imposed by Lender upon prospective bidders in connection with the sale or to whom in Lender's sole judgment a sale may not lawfully be made), terminate or adjourn to another time the sale, without further notice, and to sell the Collateral at a subsequent public or private sale, and to amend, from time to time, but prior to the start of bidding, these Terms of Sale to revise or add any other commercially reasonable conditions as Lender may deem necessary or appropriate to facilitate a commercially reasonable sale of the Collateral. Lender further reserves the right to determine the qualifications of any bidder, including a prospective bidder's ability to close the transaction on the terms and conditions referenced herein.

8. Lender will only consider bids from persons/bidders whom, in Lender's sole judgment, may lawfully execute and close such sale.
9. A bid by any person will be deemed to be a representation that such bidder has sufficient knowledge and experience in business and financial matters to evaluate properly the merits and risks of investment in the Collateral, that such bidder has had such access to information concerning the Collateral as such bidder deems necessary to make an informed investment decision and that such bidder is qualified to become a transferee under all transfer restrictions applicable to the Collateral. Further, such bidder may be required to establish that such bidder is able to bear the economic risks involved in the Collateral.
10. In order for a prospective bidder (other than Lender) to be a "Qualified Bidder" and eligible to bid at the public auction, each such prospective bidder must satisfy the following conditions precedent to participation:
 - (a) Each prospective bidder must promptly provide any and all information that the Lender and/or its agents (its counsel or AW Properties Global) may request to confirm financial ability at least two days prior to the Auction Date. Lender shall be entitled to seek additional information from any prospective bidder to confirm the information provided (e.g., with respect to financial information and additional credit support), and the failure to provide such confirmatory information shall constitute permissible grounds for Lender to disqualify such prospective bidder. Meeting each of the foregoing requirements shall be at the sole responsibility, risk, cost, and expense of a prospective bidder and prospective bidders are advised that the failure to meet such requirements may in the inability of a successful bidder to purchase the Collateral. Without limitation to the foregoing, the foregoing requirements shall not apply to Lender, which is stipulated to be a Qualified Bidder.
11. Prospective bidders are hereby advised that (a) although Lender has provided access to certain information regarding the Debtor, on an online data site, there is no assurance that 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 it has disclosed all information in its possession relating to the Debtor; and (b) Lender may be in possession of information which prospective bidders may not have.
12. The sale shall be a public auction to the highest Qualified Bidder. All bids (other than bids submitted by Lender) must be submitted in writing and must be for cash. The Auctioneer has sole discretion in the starting bid and in the minimum bidding increments. Higher bids will continue to be entertained until Auctioneer has determined that it has received the highest bid from those bidders determined by Lender to be Qualified Bidders. No offers may be withdrawn once made during the auction, but no sale shall be final until accepted in writing by Lender. The entire amount of the successful bid shall be paid by the successful bidder to Lender in immediately available good funds (wire transferred from, or certified check drawn on and certified by, a U.S. commercial bank that is a member of the Federal Reserve system) within ten (10) business days after the conclusion of the auction (the "Funding Deadline"), TIME BEING OF THE ESSENCE, and the scheduled closing of the

sale shall take place on such date, subject in all respects to the winning bidder's satisfaction of all of the terms and conditions of these bidding procedures. If Lender bids at the sale, part or all of its bid(s) and payment may be in the form of some or all of the debt it holds under the Loan on the same basis as if the amount of the indebtedness outstanding under the Loan which Lender bids at the sale were cash and immediately available good, collected funds.

13. The winning bidder shall be solely responsible for the payment of all transfer taxes, stamp duties and similar taxes incurred (if any) in connection with the purchase of the Collateral.
14. The bidding shall take place as follows:

Date: Tuesday, October 7, 2025
Time: 11:30 a.m. Central Standard Time
Place: Online via the designated Zoom credentials set forth below:

Zoom Meeting URL:
<https://us04web.zoom.us/j/73244379121?pwd=qSWwUapeTAnI7m1F3pf3Rael4nqH1F.1>

Zoom Meeting ID: 732 4437 9121

Zoom Meeting Password: 1qp5gU

Zoom Meeting Dial-in Number: +1-646-568-7788.
International participants follow the URL below to find your local dial-in number:
<https://us06web.zoom.us/j/kncNax0Nv>