

# NOTIFICATION OF PUBLIC DISPOSITION OF COLLATERAL

TO: Mavson Infrastructure Group Inc.

Level 5, 97 Pacific Highway North Sydney, New South Wales, Australia 2060 (the "Debtor")

WITH A COPY TO: Each person or entity identified on Exhibit A attached hereto at the addresses provided therein

FROM: W Capital Advisors Pty. Limited ACN 160 360 476 as trustee for the W Capital Advisors Fund ABN 89 229 295 926 (the "Lender")

c/o HFW Australia Level 10, 126 Phillip Street Sydney NSW 2000

Attn: Ranjani Sundar

NOTICE IS HEREBY GIVEN that at the date, time and place set forth below, the Lender will offer for sale, at a public sale to be conducted in accordance with Article 9 of the Uniform

Commercial Code, as enacted in all applicable jurisdictions (the UCC), at Littler Mendelson P.C., EQT Plaza, 625 Liberty Avenue, 26th Floor, Pittsburgh, PA 15222-3110, with the option to participate telephonically or virtually as Lender may determine, all assets of the Debtor (the Collateral).

Day and Date: January 22, 2024 Time: 10:00 AM

Place: Littler Mendelson P.C., EQT Plaza, 625 Liberty Avenue, 26th Floor, Pittsburgh, PA 15222-3110

Debtor is entitled to an accounting of the unpaid indebtedness secured by the property that we intend to sell. Debtor may request an accounting by contacting Ranjani Sundar at [ranjani.sundar@hfw.com](mailto:ranjani.sundar@hfw.com) or +61 (0)2 9320 4609.

For further information regarding the auction sale, including bidding procedures, the Lender's representative, Patrick Fitzmaurice, Esq., may be contacted at 212.858.1171 or [patrick.fitzmaurice@pillsburylaw.com](mailto:patrick.fitzmaurice@pillsburylaw.com).

Pursuant to the Corporate Guarantee dated September 29, 2022, between Debtor and Lender, Debtor guaranteed certain obligations owed to Lender by Debtor's affiliate, Mavson Infrastructure Group Pty Ltd ACN 636 458 912 (Borrower) pursuant to the Finance 2 4886-5623-5672.v3 Documents (as described in the Corporate Guarantee), and Debtor granted to Lender continuing security interests in, and liens on, the Collateral to secure when due the payment in full of the Guaranteed Obligations under the Finance Documents. As of 22 December 2023, the aggregate principal amount owed is \$1,809,991.53, exclusive of interests and costs.

THE ASSETS BEING SOLD ARE AND WILL BE OFFERED FOR PURCHASE AT THE SALE ON AN 'AS IS, WHERE IS' BASIS, WITH ALL FAULTS AND WITHOUT ANY RECOURSE, REPRESENTATION, GUARANTEE, OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION, GUARANTEE, OR WARRANTY AS TO, OR RELATING TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, TITLE, POSSESSION, OR THE LIKE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE ARE NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF QUIET ENJOYMENT, TITLE, POSSESSION, OR THE LIKE, MADE BY LENDER, AND ANY AND ALL REPRESENTATIONS, GUARANTEES, AND WARRANTIES ARE DISCLAIMED. LENDER WILL NOT BE, AND WILL NOT BE DEEMED TO BE, LIABLE OR OBLIGATED IN ANY MANNER WHATSOEVER FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER. LENDER WILL NOT INCUR ANY FEES, COSTS OR EXPENSES, OR BE LIABLE OR RESPONSIBLE IN ANY MANNER FOR ANY LIABILITIES WHATSOEVER WITH RESPECT TO, OR RELATED TO, THE TRANSFER, DELIVERY, OR PERFORMANCE OF ANY OF THE COLLATERAL.

LENDER RESERVES THE RIGHT, IN ITS DISCRETION, TO WITHDRAW ALL OR ANY PORTION OF THE COLLATERAL FROM THE SALE AT ANY TIME. LENDER, OR ITS DESIGNEE, MAY CREDIT BID ALL OR ANY PORTION OF THE OBLIGATIONS AT THE SALE, AND RESERVES THE RIGHT TO PROVIDE FINANCING TO ANY BIDDER. LENDER, OR ITS DESIGNEE, WILL BE DEEMED TO BE A QUALIFIED BIDDER AT, AND FOR ALL PURPOSES OF, THE SALE.

LENDER FURTHER RESERVES THE RIGHT, IN ITS DISCRETION, TO DESIGNATE ONE OR MORE STALKING HORSE PURCHASERS AND BIDS PRIOR TO THE COMMENCEMENT OF THE SALE AUCTION FOR ALL OR ANY PORTION OF THE COLLATERAL PURSUANT AND SUBJECT TO SUCH TERMS AND CONDITIONS AS LENDER MAY AGREE TO IN ITS DISCRETION. THE COLLATERAL WILL BE OFFERED AND SOLD AT THE SALE FOR CASH ONLY UNLESS OTHERWISE AGREED TO IN WRITING BY LENDER. ALL OFFERS MUST CONTAIN NO CONTINGENCIES THAT ARE UNSATISFACTORY TO LENDER, AND ALL OFFERS WILL BE SUBJECT TO SUCH OTHER BID PROCEDURES AS LENDER MAY ANNOUNCE FROM TIME TO TIME. IF YOU WOULD LIKE TO BECOME A QUALIFIED BIDDER, OR IF YOU HAVE

34886-5623-5672.v3 ANY QUESTIONS ABOUT THE SALE, PLEASE CONTACT THE LENDER'S REPRESENTATIVE, PATRICK FITZMAURICE, ESQ., AT 212.858.1171 OR [PATRICK.FITZMAURICE@PILLSBURYLAW.COM](mailto:patrick.fitzmaurice@pillsburylaw.com).

LENDER RESERVES THE RIGHT IN ITS DISCRETION TO CANCEL THE SALE AT ANY TIME, OR TO CAUSE THE SALE TO BE ADJOURNED FROM TIME TO TIME, WITHOUT FURTHER NOTICE OR PUBLICATION OTHER THAN BY ANNOUNCEMENT AT OR PRIOR TO THE SALE.

LENDER RESERVES ALL RIGHTS AGAINST DEBTOR AND BORROWER AND ALL OTHER OBLIGORS FOR ALL DEFICIENCIES WITH RESPECT TO THE OBLIGATIONS THAT MAY REMAIN AFTER THE SALE. LENDER WILL APPLY PROCEEDS RECEIVED FOR THE SALE ASSETS IN ACCORDANCE WITH THE LOAN DOCUMENTS AND APPLICABLE LAW.