

## **PUBLIC NOTICE OF UCC ARTICLE 9 AUCTION: WILDAIR BRANDS INC.**

**PLEASE TAKE NOTICE:** Reference is hereby made to that certain Secured Grid Promissory Note dated as of September 8, 2019 (the “Note”) made by Wildair Brands Inc. (the “Borrower”) in favor of Rushabh Patel (the “Lender”), and that certain related Security Agreement dated as of September 8, 2019 (the “Security Agreement”) between the Borrower and the Lender. Pursuant to the Note and Security Agreement, the Borrower granted the Lender a first lien and security interest in its assets described in the following paragraph.

The Lender hereby provides notice that, pursuant to Sections 9-610 and 9-617 of the New York Uniform Commercial Code and the terms of the Note and Security Agreement, on January 17, 2020 at 3:00 p.m. Eastern time, at the offices of Bingham Greenebaum Doll LLP, 3500 PNC Tower, 101 South Fifth Street, Louisville, Kentucky 40202, the Lender shall offer, at a public sale through competitive bidding (the “Sale”), the assets pledged as collateral by the Borrower (collectively, the “Sale Assets”), which include: all assets of the Borrower including, without limitation, all accounts; agreements, chattel paper; commercial tort claims; copyrights; deposit accounts; documents; equipment; fixtures; general intangibles; goods; instruments; inventory; investment property; patents; property, receivables; securities; security agreements; trademarks; letter-of-credit rights and supporting obligations; cash, cash equivalents, and letters of credit thereof; all accessions to, substitutions and replacements for, proceeds, and products of the foregoing; and all business records related to the foregoing and any general intangibles. Upon request, additional information regarding the Sale Assets can be obtained from counsel for the Lender at the address listed below.

**TERMS OF SALE:** The Sale Assets shall, in the Lender’s sole discretion, be offered at the Sale in bulk or in piecemeal and shall be sold to the highest bidder on an “AS IS, WHERE IS” BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, expressed or implied, including, without limitation, merchantability, fitness for a particular purpose, condition or title and without any right of set-off or recoupment. All parties desiring to qualify as a bidder at the Sale shall be required to deliver to the Lender by January 16, 2020 at 5:00 p.m. Eastern time (1) a deposit of \$5,000 (which amount is approximately 10% of the Minimum Bid Amount (defined below)) and (2) proof of financial ability to consummate the Sale for an amount not less than the Minimum Bid Amount. The balance of the purchase price for any successful bid must be paid to the Lender by 5:00 p.m. Eastern time on the second business day after the acceptance of any such bid. All deposits and payments toward the purchase of the Sale Assets must be paid via wire transfer of immediately available funds to an account designated in writing by the Lender. Qualifying deposits for non-prevailing bidder(s) shall be returned immediately upon the closing of the Sale(s) to the prevailing bidder(s). If the prevailing bidder(s) defaults on the balance of the purchase price, its qualifying deposit shall be forfeited and retained by the Lender and the Lender may, at his option, sell the Sale Assets to the next highest bidder. The Lender reserves the right to: (a) adjourn or cancel the Sale without notice; (b) alter the terms of payment; (c) abandon or elect not to dispose of certain Sale Assets; and/or (d) reject all bids. If the Lender accepts the bid(s), the prevailing bidder(s) will receive a secured party quitclaim bill of sale with no representations or warranties of any kind or nature whatsoever. A party holding a claim against the Borrower which is secured by the Sale Assets shall be allowed to credit bid for Sale Assets at the Sale. The Lender intends to bid a portion of

his secured claim against the Borrower to acquire the Sale Assets at the Sale (such portion which is intended to be bid shall be in an amount not less than \$50,000 (the “Minimum Bid Amount”). Upon request in advance of the Sale, parties may appear at and participate in the Sale via telephone. Additional terms of sale may be announced at the time of the Sale.

**INQUIRIES:** The Borrower is entitled to an accounting of the unpaid indebtedness secured by the property that the Lender intends to sell. There is no charge for such accounting. Any party interested in bidding on the Sale Assets at the Sale, or desiring other information, may contact counsel for the Lender, James R. Irving, Bingham Greenebaum Doll LLP, 3500 PNC Tower, 101 South Fifth Street, Louisville, Kentucky 40202, (502) 587-3606, [jirving@bgdlegal.com](mailto:jirving@bgdlegal.com), during normal business hours.