

## **SALE ANNOUNCEMENT** \$4.8 MILLION PERFORMING MEDICAL EQUIPMENT LOAN SALE

Sale:	\$4,809,753 Medical Equipment Loan Sale
Collateral:	Business Assets of an Emergency Room Operator
Location:	Texas
Loan Performance:	Performing

#### **OVERVIEW**

On behalf of an undisclosed seller (the "Seller"), Mission Capital Advisors, LLC ("Mission Capital" or "Loan Sale Advisor") is pleased to announce the sale (the "Loan Sale") of a \$4,809,753 performing loan (the "Loan") collateralized by a security interest in the business assets of an emergency room operator located in Texas (the "Collateral").

#### SALE STRUCTURE

Mission Capital has been retained as the exclusive Asset Sale Advisor to the Seller for the sale of a performing Loan secured by a security interest in the business assets of an emergency room operator located in Texas. The Loan is being offered on a sealed bid basis.

On behalf of the Seller, Mission Capital is soliciting noncontingent bids from prospective bidders (the "**Prospective Bidders**") for the purchase of the Loan pursuant to the Loan Sale timeline attached hereto.

Date
Wednesday, November 13, 2024
Thursday, November 14, 2024
Thursday, December 5, 2024
Tuesday, December 10, 2024
Wednesday, December 11, 2024
Thursday, December 12, 2024
Thursday, December 19, 2024

#### **HIGHLIGHTS & SALE SUMMARY**

The Loan Sale offers Prospective Bidders the opportunity to acquire a \$4,809,753 performing Loan collateralized by the business assets of an emergency room operator in Texas. Loan Sale highlights are as follows:

- The Loan was originated in April 2024 for \$5,000,000. The Loan holds a ten-year term and matures in March 2034.
- The interest rate is fixed at 5.50%, and the Loan fully amortizes over its 10-year term.
- The Loan is collateralized by a security interest in the business assets of an emergency room operator. The Borrower operates nine ER centers throughout Houston and Dallas / Fort Worth.
- The Loan is further supported by the limited guarantee of three Guarantors. Each Guarantor unconditionally guarantees 20% of the original loan balance for a total of \$3mm, plus any accrued interest and out of pocket costs incurred by the Lender.
- The Loan is fully performing and the Borrower has never missed a payment.



#### LOAN SALE PROCESS

Bidders are subject to qualification by Mission Capital and/or Seller (qualification process will be initiated by Mission Capital as deemed necessary). Access to the Due Diligence Materials will be provided to Prospective Bidders solely at the discretion of Mission Capital and/or the Seller and may be withheld for any reason.

The Seller, in conjunction with Mission Capital, has prepared an array of due diligence materials (the "**Due Diligence Materials**") which will be made available to Prospective Bidders that have executed, and are subject to the terms of, the Confidentiality Agreement (the "**Confidentiality Agreement**"), which can be accessed on the transaction offering email or by visiting <u>market.missioncap.com</u>. Included in the Due Diligence Materials will be a data tape for the Assets (the "**Data Tape**"), comprehensive bidding instructions, the terms of sale, and the Seller's required form of loan sale agreement (the "Loan Sale Agreement").

Additional Due Diligence Materials will be provided to Prospective Bidders via Mission Capital's online due diligence site. Additional Due Diligence Materials may include detailed loan documents, information memoranda for the Assets, pay histories and financial statements, where available.

Mission Capital is soliciting non-contingent offers on the Bid Date (the acceptance of which by Seller will require immediate execution of a pre-negotiated Loan Sale Agreement accompanied by a 10% non-refundable wire funds deposit (the "Earnest Money Deposit").

#### **RESERVATION OF RIGHTS**

The Seller, in its sole and absolute discretion, reserves the right to, at any time and without obligation to any Prospective Bidder:

- a) Alter, amend, or supplement the terms and conditions of the Loan Sale or transaction materials.
- b) Withdraw any or all the Assets from the Loan Sale prior to awarding any portion of the Portfolio.
- c) Withdraw Assets after awarding any portion of the Portfolio, but prior to closing.
- d) Extend any deadline or timeframe.
- e) Accept any bid in accordance with the bidding rules, whether or not it is the highest bid, waive any technical defects therein and/or reject any and all bids.
- f) Terminate discussions and negotiations with any Prospective Bidder at any time and for any reason; and
- g) Not award all or any portion of the Portfolio and reject any or all bids.

#### AGREEMENTS

Please e-sign or return an executed Confidentiality Agreement to <u>assetsales@missioncap.com</u> or <u>kjuarez@missioncap.com</u>. INVESTORS SHOULD NOTE THAT E-SIGNATURES AND/OR UNMODIFIED CONFIDENTIALITY AGREEMENTS WILL BE PROCESSED IN TOP PRIORITY, WHILE MODIFIED CONFIDENTIALITY AGREEMENTS ARE PROCESSED AT THE END OF EACH BUSINESS DAY. THE SELLER RESERVES THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO ACCEPT OR REJECT COMMENTS TO THE CONFIDENTIALITY AGREEMENT.

The Seller will make its required form of Loan Sale Agreement available to Prospective Bidders. Comments to the Loan Sale Agreement are discouraged and, in any event, must be submitted and approved, in Seller's sole and absolute discretion, prior to the Final Bid Date. The Seller will be selling the Loans subject only to those representations and warranties explicitly stated in the Loan Sale Agreement.

No other representations or warranties, either expressed or implied, shall apply. No obligation to sell shall be binding on Seller unless and until a Loan Purchase Agreement is signed and delivered by Seller and Seller has received the Earnest Money Deposit in accordance with the Loan Sale Agreement.

# MISSION CAPITAL

All inquiries should be directed through Mission Capital. Neither the Seller, any borrower, borrower affiliates or guarantors are to be contacted. Investors are required to strictly adhere to the terms of the Confidentiality Agreement.

### TRANSACTION TEAM CONTACT INFORMATION – MISSION CAPITAL

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#### DISCLAIMER

NO OBLIGATION TO SELL SHALL BE BINDING ON SELLER UNLESS AND UNTIL A WRITTEN CONTRACT OF SALE OR LOAN PURCHASE AGREEMENT IS SIGNED AND DELIVERED BY SELLER. THE SELLER RESERVES THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO WITHDRAW THE LOAN FROM THE LOAN SALE, AT ANY TIME. THIS SALE ANNOUNCEMENT HAS BEEN PREPARED TO ASSIST THE RECIPIENT IN DECIDING WHETHER TO PROCEED WITH FURTHER INVESTIGATION OF THE LOAN. WHILE THE INFORMATION INCLUDED HEREIN IS BELIEVED TO BE ACCURATE AND RELIABLE, SELLER, MISSION CAPITAL AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, ATTORNEYS, ASSIGNEES, OFFICERS, TRUSTEES, DIRECTORS, SERVICERS AND EMPLOYEES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, INCLUDING BUT NOT LIMITED TO THE VALIDITY OR PRIORITY OF ANY LIENS AND THE VALUE OF ANY COLLATERAL. ONLY THOSE REPRESENTATIONS AND WARRANTIES THAT ARE MADE BY THE SELLER TO A PROSPECTIVE BIDDER IN A DEFINITIVE, EXECUTED LOAN PURCHASE AGREEMENT SHALL HAVE ANY LEGAL EFFECT.