

NOTICE OF SECURED CREDITOR'S SALE

Sale Date: April 3, 2024 at 11:30 a.m. (Central Standard Time)

Location: Front or main door of the Madison County Courthouse, 100 North Side Square, Huntsville, Alabama 35801.

Debtor: Sava Wind, Inc. f/k/a American Wind, Inc. (the "Debtor").

Description of Property to be Sold: The following personal property (collectively, the "Collateral"), all tangible personal property of which is located at the Debtor's business premises at 211-C Palmer Road, Madison, Alabama 35758:

- a. All of Debtor's tangible personal property, including without limitation all present and future inventory, equipment (including items of equipment that are or become fixtures), now owned or hereafter acquired;
- b. All patents (to expressly include Patent Nos. 9,062,654 and 9,331,534) and patent applications and the inventions and improvements described and claimed therein, including without limitation, all patents and patent applications described hereto, together with (i) all reissues, divisionals, continuations, renewals, substitutions, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable under and with respect thereto, including without limitation, damages and payments for past, present and future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding, incident or relating thereto (collectively, the "Patents");
- c. All licenses and similar agreements and covenants not to sue with respect to all Patents or any of them (other than any existing license agreements or covenants not to sue which by their terms prohibit assignment, transfer or the grant of a security interest by Debtor or give the other party thereto the right to terminate the same upon an assignment, transfer or grant of a security interest therein, which licenses or covenants not to sue do not in the aggregate have a material adverse effect on the value or utility of the Patents or other assets of Debtor individually or as a whole), together with (i) all renewals, extensions, supplements and continuations thereof and supplements thereto, (ii) income, royalties, damages and payments now or hereafter due or payable with respect thereto, including without limitation, damages and payments for past, present and future breaches thereof, (iii) the

right to sue for past, present and future breaches thereof, and (iv) all rights corresponding, incident or relating thereto (collectively, the "Licenses");

- d. To the extent that such rights are assignable, all of Debtor's other intangible personal property other than the property covered by subsection (e) below, including, without limitation, all present and future accounts (to expressly include deposit accounts), accounts receivable, trademarks and trade secrets, contract rights, permits, licenses, general intangibles, chattel paper, documents, and instruments, now owned or hereafter acquired; and
- e. Any and all additions to any of the foregoing, and any and all replacements, products and proceeds (including insurance proceeds) of any of the foregoing.

Stave Oak Lending, LLC, a Tennessee limited liability company, as secured creditor (the "Secured Party"), will sell to the highest qualified bidder all of its right, title and interest in and to the Collateral at the date and location set forth above. Secured Party's rights in the Collateral flow from that certain *Security Agreement*, dated September 26, 2023, together with all other documents, agreements, and materials evidencing, arising out of, and/or relating to said *Security Agreement* and all amendments thereto (collectively, the "Security Agreement"), executed by Debtor for the benefit of Secured Party, as perfected by virtue of those certain *UCC Financing Statement* No. 23-7516002, filed of record with the Office of the Secretary of State of Alabama on November 30, 2023 and *UCC Financing Statement* No. 24-7102524 filed of record with the Office of the Secretary of State of Alabama on March 7, 2024 (as thereafter amended, continued and/or assigned to Secured Party)

Secured Party will sell the Collateral pursuant to Section 9-610 of the Uniform Commercial Code (Alabama Code §7-9A-610). Secured Party makes no warranty relating to title, use, possession, quiet enjoyment or the like regarding the Collateral. The Collateral will remain subject to any prior or superior liens, judgments, or other interests of record regarding the Collateral, including any unpaid taxes.

THE COLLATERAL IS SOLD AS IS AND THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE.

Terms of sale will be payment in full of the purchase price by certified or cashier's check at the time of sale. The Secured Party or its designee reserves the right to bid for the Collateral at the sale and the right to credit bid some or all of its secured debt towards the purchase price.

Inquiries should be directed to: Matthew M. Cahill, Esq., mcahill@bakerdonelson.com; 1901 Sixth Avenue North, Suite 2600, Birmingham, Alabama, 35203.

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