

## **OFFICER'S CERTIFICATE**

This Certificate is provided pursuant to Sections 6.2(a), (b), (c) and (e) of the Asset Purchase Agreement (the "Purchase Agreement") dated as of \_\_\_\_\_, 202\_ ("Effective Date"), by and between [Buyer], a [jurisdiction] [entity type] ("Buyer") and [Seller], [jurisdiction] [entity type] ("Seller"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement.

For purposes of Sections 6.2(a), (b), (c) and (e) of the Purchase Agreement, on behalf of the Buyer, I hereby represent and warrant to the Seller as follows:

1. The representations and warranties of Buyer contained in the Purchase Agreement are true and correct in all respects as of the date of the Purchase Agreement and as of the Closing Date, except to the extent any representation or warranty of Buyer speaks as of the date of the Purchase Agreement or any other specific date, in which case such representation or warranty must have been true and correct in all respects as of such date.
2. All covenants and obligations required by the Purchase Agreement to be performed or complied with by the Buyer as of the Closing Date have been performed or complied with.