



**Attention Signing agent, including this page the total page count for this attachment you are printing is \_105\_\_ pages.**

**If you have received or are printing less than that amount please contact our office immediately at:**

**Toll Free: 877-536-3390**

**Email: [scheduling@cetitle.com](mailto:scheduling@cetitle.com)**

**\*\*\*\*\* FULL SCAN BACKS ARE REQUIRED – PLEASE SEND A COPY OF THE SIGNED DOCUMENTS TO [SCANS@CETITLE.COM](mailto:SCANS@CETITLE.COM) \*\*\*\*\***

**\*\*Please include our file number in the subject line of the email\*\***

**If possible please drop documents directly at a FedEx location due to an increase of packages being stolen from FedEx drop boxes**



Homeowner Name(s): Kevin McClendon  
Property Address: 351 Knotts Circle, Lexington, SC 29073  
Docket #: 29230715628646

Thank you for handling this signing for ClearEdge Title, Inc and Unlock Partnership Solutions Inc.

During business hours of 9AM eastern – 8PM eastern Monday through Friday please contact our office at 877-536-3390 with regards to any issues at the closing. Additionally, should an issue arise outside of normal business hours or you are unable to make contact during normal business hours please reach out to the emergency contact number at 727-271-6212. PLEASE LEAVE A VOICEMAIL IF THAT NUMBER IS NOT PICKED UP.

If funds are due at the closing and a check is not available and the customer has not already made arrangements for a wire transfer please also contact us using the above methods.

Please send scans of signed documents to [scans@cetitle.com](mailto:scans@cetitle.com).

Thank you.



2605 Enterprise Rd E, Suite 270 | Clearwater, FL 33759  
877.536.3390 Business |  
[www.cetitle.com](http://www.cetitle.com)

ORIGIN ID:CLWA (727) 288-2065

SHIP DATE: 23MAY25

CLEAREDGE TITLE, INC.  
2605 ENTERPRISE ROAD E  
SUITE 270  
CLEARWATER, FL 33759  
UNITED STATES US

ACTWGT: 1.00 LB  
CAD: 104469151WMSX12150

BILL SENDER

TO

CLEAREDGE TITLE, INC  
2605 ENTERPRISE ROAD  
SUITE 270

CLEARWATER FL 33759

(727) 288-2065

REF: C-SC916932

INV:

DEPT:

58GJ4/EA36/59F2



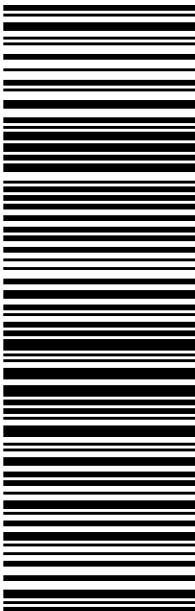
REL#  
3785346

TRK#  
0201 2889 8091 8517

TUE - 27 MAY 5:00P  
STANDARD OVERNIGHT

34 CLWA

33759  
FL-US TPA





## **SIGNATURE AFFIDAVIT AND AKA STATEMENT**

BEFORE ME, the undersigned authority, this date personally appeared

Kevin Monroe McClendon

who being by me first duly sworn, deposes and says:

I am owner of real property located at 351 Knotts Circle, Lexington, SC 29073

I am known as Kevin Monroe McClendon and also known as

Kevin McClendon

and that they are one and the same person.

I certify that this is my true and correct signature

---

Kevin Monroe McClendon

File No: C-SC916932

STATE OF SC  
COUNTY OF Lexington

The foregoing instrument was acknowledged before me by,

Kevin Monroe McClendon

who is personally known to me or who has produced a drivers license(s) as identification and who did not take an oath.

---

(Notary Signature)

(SEAL)



**\*\*\*VERY IMPORTANT TO THIS PARTICULAR CLIENT\*\*\***

- Please ensure BOTH pages requiring initials of the owners on the Forward Sale and Exchange Agreement are initialed where indicated. Unlock will have already countersigned where applicable for them.

|                     |           |                    |       |
|---------------------|-----------|--------------------|-------|
| Initials of Owner:  | _____     | Initials of Owner: | _____ |
| Initials of Owner:  | _____     | Initials of Owner: | _____ |
| Initials of Unlock: | <u>DC</u> | Initials of Owner: | _____ |

- Additionally, please make sure the signature page of the Forward Sale and Exchange Agreement is signed by ALL owners as indicated and the notary acknowledgement(s) are complete.
- If any page has a “DRAFT DO NOT SIGN” watermark, please proceed without signing this page.
- Please make sure that all signors sign EXACTLY as their printed name appears.

Please contact us with any questions or concerns regarding these instructions.

**\*\*\*VERY IMPORTANT TO THIS PARTICULAR CLIENT\*\*\***



**CLOSING INSTRUCTIONS**  
**Unlock Forward Sale and Exchange Agreement transaction**

**I. Contact Information**

| <b>Originator</b>   | <b>Closing Services Provider</b>                       |
|---|--|
| Name Unlock Partnership Solutions Inc.<br>("Unlock")            | ClearEdge Title  |
| Address 1230 W. Washington Street, Suite 310<br>Tempe, AZ 85288 | 2605 Enterprise Rd E Suite 270<br>Clearwater, FL 33759 |
| Contact Phone 415-429-4174                                      | 877.536.3390   |
| Contact Email amy.marsili@unlock.com                            | TeamClear@cetitle.com                                  |
| Transaction ID 29230715628646                                   | C-SC916932   |
| <b>Contact Person</b> Amy Marsili                               | Team Clear   |

**II. Transaction Information**

|  |
|--|
| Owner Name(s) as they appear on the Kevin McClendon<br>DOCUMENTS |
| Property Address 351 Knotts Cir, Lexington, SC 29073             |
| Owner Phone 8032610560   |
| Owner Email kevinmcclendon@windstream.net                        |

**III. Transaction Dates**

|                                      |
|--------------------------------------|
| Expected Signing Date May 25, 2025   |
| Expected Funding Date May 29, 2025   |
| Expected Recording Date May 30, 2025 |



## Instructions

- **Homeowner(s) and all required parties to sign as his or her name appears on Unlock Partnership Solutions Inc. (Unlock) closing documents consisting of a Forward Sale and Exchange Agreement and Performance Deed of Trust/Performance Mortgage with any exhibits and/or Riders and the Closing Services Provider's Final Closing Statement and all related disclosures, certifications, and affidavits. The Homeowner must not sign closing documents prior to the effective date on the Forward Sale and Exchange Agreement.**
- **Owner(s) and all necessary parties to comply with the conditions of approval and/or offer and closing instructions required by Unlock.**
- **Closing Services Provider(s) to provide a copy of legal documentation required to confirm each owner's identity (i.e., Driver's License, U.S. Passport, etc.).**
- **Funding/Disbursement will occur once the Closing Services Provider has provided Unlock via electronic transmission a copy of the homeowner executed closing documents and a satisfactory compliance review has been completed. A physical copy of originals and required copies should be delivered to Unlock within 5 business days of disbursement.**
- **Recording of the Performance Deed of Trust or Mortgage is required and should be sent to the appropriate recording office via either walk-in or electronic process immediately following authorization of disbursement. Date down is to be completed to ensure lien priority.**
- **Closing Services Provider(s) to provide Unlock conformed copies of the Performance Deed of Trust/ Performance Mortgage**
- **The following are Debt(s) to be Paid at Closing:**

| <b>Creditor</b>                     | <b>Account #</b>     | <b>Amount</b>     | <b>P/O Instructions</b>   |
|-------------------------------------|----------------------|-------------------|---|
| <b>TD BANK<br/>N.A.</b>             | <b>3917309</b>       | <b>\$ 1893.52</b> | <b>Title to pay lienholder directly via wire or overnight check</b> |
| <b>Velocity Investments<br/>LLC</b> | <b>2025CP3202062</b> | <b>\$ 4278.14</b> | <b>Title to pay lienholder directly via wire or overnight check</b> |

\_\_\_\_\_  
Kevin McClendon

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_

**Settlement Agent**

**Date**

## **SIGNATURE AFFIDAVIT AND AKA STATEMENT**

BEFORE ME, the undersigned authority, this date personally appeared

Kevin Monroe McClendon

who being by me first duly sworn, deposes and says:

I am owner of real property located at 351 Knotts Circle, Lexington, SC 29073

I am known as Kevin Monroe McClendon and also known as

Kevin McClendon

and that they are one and the same person.

I certify that this is my true and correct signature

---

Kevin Monroe McClendon

File No: C-SC916932

STATE OF SC  
COUNTY OF Lexington

The foregoing instrument was acknowledged before me by,

Kevin Monroe McClendon

who is personally known to me or who has produced a drivers license(s) as identification and who did not take an oath.

---

(Notary Signature)

(SEAL)

**CERTIFICATE OF  
SOUTH CAROLINA LICENSED ATTORNEY and VERIFICATION BY  
MORTGAGOR/OWNER**

**Mortgagor/Owner: Kevin McClendon**

**Mortgagee: Unlock Partnership Solutions Inc.**

**Mortgage Property: 351 Knotts Cir, Lexington, SC 29073**

I, \_\_\_\_\_, a South Carolina licensed attorney, South Carolina Bar Number \_\_\_\_\_, do hereby certify, warrant and affirm that I have performed the following in connection with the above-referenced transaction:

1. Reviewed all mortgage documents relating to the transaction;
2. Reviewed the title abstract or search, along with any title commitment;
3. Supervised the closing itself, and made myself available to explain to the Mortgagor/Owner the terms and provisions of all legal documents associated with this transaction; and
4. Supervised the recording of documents.
5. Overseen disbursement of all funds at closing of the transaction.

I hereby certify, represent and warrant the foregoing compliances this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
SC Bar # \_\_\_\_\_

**Prepared by, recording requested by,  
and when recorded mail to:**

Unlock Partnership Solutions Inc.  
1230 W. Washington Street, Suite 310  
Tempe, AZ 85288

Exchange Agreement ID: 29230715628646

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(Space Above for Recorder's Use)

### **ASSIGNMENT OF PERFORMANCE MORTGAGE**

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Unlock Partnership Solutions Inc. a Delaware Corporation ("**Assignor**"), hereby endorses, assigns, grants, transfers and otherwise conveys to \_\_\_\_\_, a \_\_\_\_\_ ("**Assignee**") its successors and assigns, without any right of recourse or any representation or warranty, express or implied, all of Assignor's rights, title, interests and obligations to and under:

- i. that certain Performance Mortgage (the "**Security Instrument**") made by KEVIN MCCLENDON as mortgagor(s) or Owner(s), in favor of Assignor as mortgagee executed on MAY 25, 2025 and recorded concurrently with this document in and recorded \_\_\_\_\_ in Book/ Volume \_\_\_\_\_, Page \_\_\_\_/Instrument No. \_\_\_\_\_ of the Official Records of LEXINGTON, State of SOUTH CAROLINA, which relate to, run with and encumber the real property described in **Schedule A** attached hereto and by this reference made a part hereof, together with any and all other indebtedness and obligations therein described or referred to, all sums of money due or to become due thereon with interest as provided for therein, and all rights accrued or to accrue under such Security Instrument, as such Security Instrument other indebtedness and obligations, and rights have been, or may have been, previously amended.

Furthermore, Assignor does hereby grant and delegate to Assignee, its successors and assigns, any and all of the duties and obligations of Assignor under the Security Instrument from and after the date hereof.

TO HAVE AND TO HOLD the Security Instrument unto Assignee and to the successors and assigns of Assignee forever.

IN WITNESS WHEREOF, the undersigned Assignor has executed this instrument as of

\_\_\_\_\_  
**ASSIGNOR**

Unlock Partnership Solutions Inc., a Delaware corporation,  
By ClearEdge Title, Inc., as attorney in fact

By: \_\_\_\_\_  
Name: Michael DeFrancesco  
Title: Authorized Signatory, ClearEdge Title,  
Inc.

SIGNED, SEALED AND DELIVERER  
IN THE PRESENCE OF:

\_\_\_\_\_  
Witness No. 1

\_\_\_\_\_  
Witness No. 2 - Notary

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF FLORIDA )

SS.:

COUNTY OF PINELLAS )

On the \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me the undersigned, personally appeared Michael DeFrancesco personally known to me or proved to me on the basis of satisfactory evidence, to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

(Seal of Notary)

Notary Public

## **SCHEDULE A**

### **LEGAL DESCRIPTION**

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, fronting on Knotts Road and being more particularly shown and delineated as Lot 17 of Long Pond Estates, Phase One on a plat prepared by Belter and Associates, Inc. dated September 24, 1999 and recorded in Plat Slide 545, Page 6, and further by plat prepared by Arthur J. Weed, PLS for John W. Boatwright dated April 6, 2001 and recorded in Book 6299, Page 48, in the office of the Register of Deeds for Lexington County; reference being made to said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

This conveyance is being made subject to restrictions, covenants and easements as recorded in Book 5658 at Page 255, and as may later be amended, in the Office of the Register of Deeds for Lexington County, South Carolina.

This being the same property conveyed to Kevin McClendon by Deed from Fannie Mae a/k/a Federal National Mortgage Association recorded on July 19, 2005 at Instrument 2005037877 Book 10302, Page 61 among the Lexington County Real Property Records.

Parcel ID / APN: 00753801027



Prepared by, recording requested by,  
and when recorded mail to:

Unlock Partnership Solutions Inc.  
1230 W. Washington Street, Suite 310  
Tempe, AZ 85288

Exchange Agreement ID: 29230715628646

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(Space Above for Recorder's Use)

## PERFORMANCE MORTGAGE

This **PERFORMANCE MORTGAGE**, together with any riders hereto (this "**Performance Mortgage**"), is made as of MAY 25, 2025 ("**Effective Date**"), between KEVIN MCCLENDON as Mortgagor ("**Mortgagor**"), and UNLOCK PARTNERSHIP SOLUTIONS INC., a Delaware corporation, and its successors and assignees, as mortgagee ("**Mortgagee**"), whose address is 1230 W. Washington Street, Suite 310, Tempe, AZ 85288.

**THE COLLATERAL SUBJECT TO THIS PERFORMANCE MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT AND FIXTURE FILING INCLUDES GOODS THAT ARE OR ARE TO BECOME FIXTURES.**

## RECITALS

A. This Performance Mortgage is given to secure performances and obligations of KEVIN MCCLENDON ("**Owner**") in connection with the execution of that certain Forward Sale Option and Exchange Agreement ("**Exchange Agreement**") which is hereby incorporated into this Performance Mortgage as if set forth in full, and entered into by and between Owner and Mortgagee, pursuant to which Owner (a) grants and conveys to Mortgagee the right to receive an undivided percentage interest (the "**Unlock Percentage**") in the future value of Owner's real property and improvements thereon in the County of LEXINGTON, State of South Carolina, as more particularly described in Schedule A attached hereto and incorporated herein by this reference, and commonly known as 351 KNOTTS CIR, LEXINGTON, SC 29073 ("**Real Property**"), and (b) agrees that upon the occurrence of certain events under the Exchange Agreement, Mortgagee has the option to convert the Unlock Percentage (the "**Conversion**") to an undivided fee simple ownership interest equal to the Unlock Percentage in and to the Real Property. In exchange for granting and conveying the Unlock Percentage to Mortgagee, Mortgagee paid to Owner a payment amount equal to NINETY-SIX THOUSAND, FOUR HUNDRED AND TWENTY-THREE Dollars (\$96,423.00) (the "**Investment Payment**"), subject to the terms and conditions of the Exchange Agreement. Terms not otherwise defined in this Performance Mortgage shall have such meaning as defined in the Exchange Agreement.

B. Mortgagee desires to secure the option and other rights granted to it in the Exchange Agreement and the performance of Obligations (hereinafter defined).

C. This Performance Mortgage is given pursuant to the Exchange Agreement, and fulfillment and performance of the obligations due under the Exchange Agreement and certain other ancillary documents executed by Owner and Unlock, as Mortgagor, and Mortgagee concurrently herewith (which documents, together with this Performance Mortgage are collectively termed the “**Transaction Documents**”) are secured by this Performance Mortgage in accordance with the terms set forth herein.

D. Pursuant to the Exchange Agreement, Owner has made certain covenants and promises to, or for the benefit of, Mortgagee in connection with the Real Property, all as more particularly described, and on the terms and conditions stated in the Exchange Agreement.

E. Execution of this Performance Mortgage is intended, among other things, to give notice, in the form set out in Schedule B attached hereto and incorporated herein by this reference, of (a) the Exchange Agreement, (b) certain rights and responsibilities of Owner to Unlock, and (c) the covenants and promises set forth in the Exchange Agreement that run with the land and will be binding upon any person who acquires Owner’s interest in the Real Property so long as the Exchange Agreement has not expired or been terminated.

1. **Grant.** For the purposes stated herein, MORTGAGOR DOES HEREBY IRREVOCABLY mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey and grant a security interest to Mortgagee and its respective successors and assigns, with the right of entry and possession, in the following property, rights, interests and estates now owned, or hereafter acquired by Owner (collectively, the “Property”):

a. **Real Property.** The Real Property together with all improvements, replacements and additions now or hereafter erected on the Real Property and all easements, appurtenances and fixtures now or hereafter a part of the Real Property;

b. **Leases and Rents.** All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any person is granted a possessory interest in, or right to use or occupy all or any portion of the Real Property, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Owner of any petition for relief under any Creditors Rights Laws (collectively, the “**Leases**”) and all right, title and interest of Owner, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Owner or its agents or employees from any and all sources arising from or attributable to the Real Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or

created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Owner and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Owner of any petition for relief under any Creditors Rights Laws (collectively, the “**Rents**”) and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Settlement Payment. As used herein, “**Creditors Rights Laws**” shall mean any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to its debts or debtors. The assignments of Owner’s interests under this clause (b) is a security interest in such interests, including the cash proceeds thereof and checks and deposit accounts related thereto.

c. Insurance Proceeds. All insurance proceeds in respect of the Real Property under any insurance policies covering the Real Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Real Property (collectively, the “**Insurance Proceeds**”);

d. Condemnation Awards. All condemnation awards, including interest thereon, which may heretofore and hereafter be made with respect to the Real Property by reason of any taking or condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Real Property (collectively, the “**Awards**”);

e. Easements and Rights of Way. All easements, rights of way, appurtenances and other rights used in connection with the Real Property or as a means of access thereto;

f. Additional Land. All additional lands, estates and development rights hereafter acquired by Mortgagor for use in connection with the Real Property and the development of the Real Property and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Performance Mortgage;

g. Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures, inventory and goods) and other property of every kind and nature whatsoever, owned by Mortgagor, or in which Mortgagor has or shall have an interest, or usable in connection with the present or future operation and occupancy of the Real Property and the improvements and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, or usable in connection with the present or future operation and occupancy of the Real Property and the improvements (collectively, the “**Personal Property**”), and the right, title and interest of Mortgagor in and to any of the Personal Property which may be subject to any security interests, as defined in the South Carolina Uniform Commercial Code (the “**UCC**”), superior in lien to the lien of this Performance Mortgage and all proceeds and products of the above; and

h. Other Rights. Any and all other rights of Mortgagor in and to the items set forth in

clauses (a) through (g) above.

**CONDITIONS TO GRANT:** TO HAVE AND TO HOLD the above granted and described Property unto and to the use and benefit of Mortgagee and its successors and assigns, forever, to secure Owner's performance of the Obligations at the time and in the manner provided in the Transaction Documents and this Performance Mortgage;

**PROVIDED, HOWEVER,** these presents are upon the express condition that, if Owner shall well and truly (a) perform the Obligations as set forth in the Exchange Agreement, this Performance Mortgage and the other Transaction Documents, including Mortgagee's exercise of the Conversion option, or in the alternative, at the election of Owner, payment to Mortgagee of the Settlement Payment at the time and in the manner provided in the Exchange Agreement, this Performance Mortgage and the other Transaction Documents, and (b) abide by and comply with each and every covenant and condition set forth in the Exchange Agreement, this Performance Mortgage and the other Transaction Documents, these presents and the estate hereby granted shall cease, terminate and be void; provided, however, that Owner's obligation to indemnify and hold harmless Mortgagee pursuant to the provisions hereof shall survive any such performance and release.

2. **Secured Obligations.**

a. **Obligations.** Mortgagor makes the grant, transfer and assignment set forth in Section 1 for the purpose of securing the following "**Obligations**":

(1) the obligations of Owner contained herein and in the Exchange Agreement, including, in connection with a Settlement Event, at the option of Mortgagee, executing a Conversion Agreement, or in the alternative, at the election of Owner, making a Settlement Payment in lieu thereof, and all other obligations in the Transaction Documents;

(2) each obligation of Owner contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of the Exchange Agreement;

(3) any expenditures made by Mortgagee pursuant to, or under, this Performance Mortgage, including, without limitation, any Protective Advances in accordance with Section 29-3-40, Code of Laws of South Carolina; and

(4) payment of all fees and expenses including, as allowed by applicable law, court and other dispute resolution costs, attorneys' and experts' fees and costs, and fees and disbursements of in-house counsel (collectively "**Attorneys' Fees**") incurred by Mortgagee in the enforcement and collection of the obligations listed above and the protection of Mortgagee's rights related thereto, whether such fees are incurred in any state, federal or bankruptcy court or otherwise and whether or not litigation or arbitration is commenced. Attorneys' Fees shall include Attorneys' Fees incurred in any state, federal or bankruptcy court, and in any bankruptcy case or insolvency proceeding, of any kind in any way related to this Performance Mortgage, to the interpretation or enforcement of the parties' rights under this Performance Mortgage, or to

the Property, all in accordance with Section 29-3-50 Code of Laws of South Carolina 1976, as amended.

b. Investment Payment. Owner shall not be obligated to repay any part of the Investment Payment; and therefore, such item shall not be included within the Obligations. The foregoing shall not, however, in any way limit the performances to be provided by Owner pursuant to the Exchange Agreement.

3. UCC Security Agreement and Fixture Filing. This Performance Mortgage also is intended to be and shall constitute a “security agreement” within the meaning of the UCC for any items of personal property that constitute fixtures or are specified as part of the Real Property and that under applicable law may be subject to a security interest under the UCC. Mortgagor hereby grants to Mortgagee a security interest in those items to secure Owner’s performance of the Obligations.

a. Mortgagor agrees that Mortgagee may file either this Performance Mortgage, or a copy of it, or a UCC-1 Financing Statement in the real estate records or other appropriate index, or other appropriate office of any state or jurisdiction, as a financing statement for any of the items specified above as part of the Property.

b. This Performance Mortgage constitutes a financing statement filed as a fixture filing pursuant to UCC §§ 9502(c) and 9514, and any similar or successor provisions. With respect to said fixture filing (a) debtor is Mortgagor and Mortgagor’s name appears in the first paragraph of this Performance Mortgage and Mortgagor’s address is the address set forth in the Notice section of this Performance Mortgage, and (b) the secured party is Mortgagee and Mortgagee’s name and address appears at the top of the first page of this Performance Mortgage. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Mortgagor. By executing and delivering this Performance Mortgage, Mortgagor hereby grants to Mortgagee, as security for the Obligations, a security interest in all “fixtures” (as such term is defined in the Uniform Commercial Code) to the full extent that the foregoing may be subject to the Uniform Commercial Code, and by executing and delivering this Performance Mortgage, Owner hereby grants to Mortgagee, as security for the Obligations, a security interest in all “accounts”, “deposit accounts”, “chattel paper”, “equipment”, “fixtures”, “inventory”, “general intangibles” and “goods” (as such terms are defined in the Uniform Commercial Code) to the full extent that the foregoing may be subject to the Uniform Commercial Code.

c. Mortgagee may file such extensions, renewals, amendments and releases as are appropriate to reflect the status of its security interest.

d. Owner shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases of such statements, and shall pay all reasonable costs and expenses of any record searches for financing statements that Mortgagee may reasonably require.

e. On any default hereunder, Mortgagee shall have the remedies of a secured party under the UCC and may also invoke the remedies in Section 7. In exercising any of these remedies, Mortgagee may proceed against the items of Real Property, fixtures or improvements separately or together and in any order whatsoever without in any way affecting the availability of Mortgagee’s remedies under the UCC or

the remedies in Section 7.

4. **Assignment of Leases and Rents.** Owner hereby absolutely and unconditionally assigns to Mortgagee all of Owner's right, title and interest in and to all current and future Leases and Rents; it being intended by Owner that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Mortgagee shall not receive any such Leases and Rents unless there is an Owner Event Of Default under the Transaction Documents.

a. Owner hereby gives to, and confers upon, Mortgagee the right, power and authority, during the continuance of this Performance Mortgage, to collect the Rents, reserving unto Owner the right, prior to any default by Owner in performance of the Obligations secured hereby or in performance of any agreement hereunder, to collect and retain such Rents, as they become due and payable.

b. Upon any such default, Mortgagee may with reasonable notice, either in person, by agent, or by appointment of a receiver, and without regard to the adequacy of any security for the Obligations secured hereby, enter upon and take possession of the Property or any part of it, and may in its own name sue for or otherwise collect such Rents, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including Attorneys' Fees to the Obligations secured hereby, and in such order as Mortgagee may determine. Mortgagee's rights under this clause (b) include its rights to appoint a receiver under all applicable laws, as in effect from time to time.

c. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application of such rents, issues and profits pursuant to this Performance Mortgage, shall not cure or waive any default or notice of default under this Performance Mortgage or invalidate any act done pursuant to such notice.

d. Nothing in this section shall permit Owner to lease or rent the Property in contravention of any provision of the Exchange Agreement; nor shall anything in this section modify any provision in the Exchange Agreement relating to the use, lease or occupancy of the Property.

5. **Covenants, Representations and Warranties of Owner .** Owner hereby agrees as follows:

a. Owner represents and warrants that Owner has good and marketable title to the Property and has the right to grant and convey the Property.

b. Owner will observe and perform all of the covenants and agreements under the Transaction Documents.

c. To appear in and defend any action or proceeding purporting to affect the security of this Performance Mortgage or the rights or powers of Mortgagee; and to pay all costs and expenses of Mortgagee (including cost of evidence of title and Attorneys' Fees) incurred: (i) in any state, federal or bankruptcy court, in any action or proceeding in which Mortgagee may appear, and in any suit brought by Mortgagee to foreclose this Performance Mortgage or to collect the Obligations or to protect Mortgagee's rights under this Performance Mortgage; and/or (ii) in connection with the enforcement of any provisions of this Performance

Mortgage or in connection with foreclosure upon the collateral granted under this Performance Mortgage (whether or not suit is filed).

d. To pay all taxes and assessments affecting the Property when due; and all encumbrances, charges and liens, with interest, if any, on the Property (or any part of the Property), which are prior or could obtain priority to the lien or to the rights granted under this Performance Mortgage, and all costs, fees and expenses of this Performance Mortgage, as prescribed under Section 11.3 of the Exchange Agreement.

(1) If Owner fails to do any act as provided in this Performance Mortgage, Mortgagee may (but shall not be obligated to) make the payment or do the act in the required manner and to the extent deemed necessary by Mortgagee to protect the security for this Performance Mortgage, which payments and related expenses (including Attorneys' Fees) shall also be secured by this Performance Mortgage.

(2) Such performance by Mortgagee shall not require notice to, or demand on, Owner and shall not release Owner from any obligation under this Performance Mortgage.

(3) Mortgagee shall have the following related rights and powers: (A) to enter upon the Property for the foregoing purposes, (B) to appear in and defend any action or proceeding purporting to affect the Property or the rights or powers of Mortgagee under this Performance Mortgage, (C) to pay, purchase, contest or compromise any encumbrance, charge, or lien that in the judgment of Mortgagee appears to be prior or superior to this Performance Mortgage, and (D) to employ counsel, and to pay such counsel necessary expenses and costs, including Attorneys' Fees.

e. To pay or reimburse immediately upon demand all sums expended by Mortgagee pursuant to this Performance Mortgage, including any unpaid Administrative Fees or unreimbursed Protective Advances, as set forth in the Exchange Agreement, subject to applicable law.

f. To not materially destroy, damage or impair the Property, allow the Property to materially deteriorate or commit waste on the Property. Owner shall also comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon and shall not permit any act upon the Property in violation of the law.

g. Not to initiate, join in, acquiesce in, or consent to any change in any private restrictive covenant, zoning law or other public or private restriction, limiting or defining the uses which may be made of the Property or any part thereof.

h. On demand, to fully cooperate with Mortgagee in filing and recording this Performance Mortgage and any of the other Transaction Documents creating a lien or security interest or evidencing the lien hereof, including without limitation any financing statements, upon the Property and other collateral and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the lien or security interest hereof upon, and the interest of Mortgagee in, the Property. Owner will pay all taxes, filing, registration or recording fees, and all expenses incident to the preparation, execution, acknowledgment and/or recording of the Transaction Documents, and any instrument of further assurance,

and any modification or amendment of the foregoing documents, and all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Transaction Documents or any instrument of further assurance, and any modification or amendment of the foregoing documents, except where prohibited by law so to do.

i. At the cost of Owner, and without expense to Mortgagee, to do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, deeds of trust, mortgages, assignments, notices of assignments, transfers and assurances as Mortgagee shall, from time to time, require, for the better assuring, conveying, assigning, transferring, and confirming unto Mortgagee the Property and rights hereby deeded, mortgaged, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted and transferred or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Performance Mortgage or for filing, registering or recording this Performance Mortgage, or for complying with all legal requirements. Mortgagor, on demand, will execute and deliver and hereby authorizes Mortgagee to file one or more financing statements or execute in the name of Mortgagor to the extent Mortgagee may lawfully do so, one or more chattel mortgages or other instruments, to evidence more effectively the security interest of Mortgagee in the Property. Mortgagor grants to Mortgagee an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Mortgagee at law and in equity, including without limitation such rights and remedies available to Mortgagee pursuant to this clause (i).

6. **Power of Attorney.** Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's attorney-in-fact (such agency being coupled with an interest). As such attorney-in-fact Mortgagee may, after providing notice to Mortgagor (without the obligation to do so) in Mortgagee's name, or in the name of Mortgagor, prepare, execute and file or record financing statements, continuation statements, applications for registration and like documents necessary to create, perfect or preserve any of Mortgagee's security interests and rights in or to any of the Property, and, upon a default under this Performance Mortgage, take any other action required of Mortgagor; provided, however, that Mortgagee as such attorney-in-fact shall be accountable only for such funds as are actually received by Mortgagee.

7. **Default and Foreclosure. Mortgagee shall give notice to Mortgagor prior to enforcement following Owner's breach of any covenant or agreement in the Transaction Documents. The notice shall specify: (i) the default; (ii) the action required to cure the default; (iii) unless provided for otherwise in the Exchange Agreement, a date, not less than thirty (30) days from the date the notice is given to Mortgagor, by which the default must be cured by Owner; and (iv) that failure to cure the default on or before the date specified in the notice may result in all Obligations secured by this Performance Mortgage becoming due, and any sum owing, payable, and foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Mortgagor of Mortgagor's right to reinstate after enforcement and the right to bring a court action to assert in the foreclosure proceeding the non-existence of a default or any other defense of Mortgagor to enforcement and foreclosure. If the default is not cured on or before the date specified in the notice, Mortgagee at its option may require performance of all Obligations secured hereby and payment in full of any sums due, as secured by**



**this Performance Mortgage without further demand and may foreclose this Performance Mortgage by judicial proceeding and apply any other remedies permitted by applicable law. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.**

Notice provided to Mortgagor under this Performance Mortgage shall be delivered to the address specified in Section 20.

a. Exercise of Mortgagee's remedies under this Performance Mortgage shall be in compliance with applicable law.

b. Any proceeds of any disposition under this Section 7 shall not cure any Event of Default or reinstate any of the obligations secured hereby for purposes of applicable law or otherwise.

c. Mortgagee may exercise its right to foreclose by judicial action pursuant to applicable law and/or seek any other remedy available at law or in equity to the maximum extent permitted by applicable law. Any provision of this Performance Mortgage which is prohibited or unenforceable in any jurisdiction, will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction

8. **Late Performance.** By accepting performance of any obligation after its due date, Mortgagee does not waive its right either to require prompt performance when due of all other obligations or to declare default for such failure to perform.

9. **Release.** Upon performance of all Obligations secured by this Performance Mortgage, this Performance Mortgage will be null and void. Mortgagee will release this Performance Mortgage. Mortgagor will pay any recordation costs associated with such release. Mortgagee may charge Mortgagor a fee for releasing this Performance Mortgage, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

10. **Reserved.**

11. **Reserved.**

12. **Reserved.**

13. **Successors.** This Performance Mortgage applies to, inures to the benefit of, and binds all parties to this Performance Mortgage, their heirs, legatees, devisees, administrators, executors, successors, and assignees. The term "Mortgagee" shall include any successor or assignee of Unlock's rights in the Exchange Agreement and in this Performance Mortgage, whether or not named as Mortgagee in this Performance Mortgage. In this Performance Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural.

14. **Joint and Several Liability.** If more than one person signs this Performance Mortgage as

Mortgagor, the obligations of each signatory shall be joint and several.

15. **Multiple Mortgagors** If there are multiple Mortgagors:

- a. all rights and powers specified for Owner or Mortgagor in this Performance Mortgage must be approved and exercised unanimously by all such multiple Owners or Mortgagors, as applicable;
- b. all such multiple Owners or Mortgagors, as applicable shall be jointly and severally liable for all liabilities and obligations specified for Owner or Mortgagors, as applicable under this Performance Mortgage;
- c. notice required to be given by, or to, Mortgagor will be deemed adequately given if given by, or to, any of the Mortgagors using the contact information set forth in Section 20; and
- d. Mortgagee may treat any notice received from any one Mortgagor as notice from all Mortgagors.

16. **Revocable Trust.** If the Real Property is held in an *inter vivos* Revocable Trust:

- a. all trustees of the Revocable Trust and all individuals having the power to revoke the Revocable Trust (referred to herein as “owners of the Revocable Trust”) must sign this Performance Mortgage in their respective capacities as trustees and/or owners of the Revocable Trust, and each trustee and owner of the Revocable Trust who signs this Performance Mortgage hereby represents and warrants that: (i) all trustees and owners of the Revocable Trust have been disclosed to Mortgagee; (ii) any and all changes or amendments to the Revocable Trust have been communicated to and shared with Mortgagee; and (iii) the Revocable Trust has not been revoked and remains in full force and effect;
- b. any trustee of the Revocable Trust who is also an owner of the Revocable Trust need only sign this Performance Mortgage once for it to be binding on such person both as trustee and as owner of the Revocable Trust;
- c. all rights and powers specified for, and all actions required of, Owner in this Performance Mortgage must be approved and exercised unanimously by all trustees of the Revocable Trust;
- d. all trustees and all owners of the Revocable Trust shall be jointly and severally liable for all liabilities and obligations specified for Owner under this Performance Mortgage;
- e. all representations and warranties by Mortgagor in this Performance Mortgage are made by all trustees of the Revocable Trust on behalf of the Revocable Trust and by all owners of the Revocable Trust;
- f. notice required to be given by, or to, any Mortgagor will be deemed adequately given if given by, or to, any of the trustees of the Revocable Trust using the contact information set forth in Section 20; and
- g. Mortgagee may treat any notice received from any one trustee of the Revocable Trust as

notice from all trustees of the Revocable Trust and from Owner.

As used herein, "Revocable Trust" shall mean a revocable trust, revocable living trust, inter vivos trust, revocable family trust or similar trust established in accordance with the laws of any state.

17. **Reserved.**

18. **Extent of Lien.** The lien granted under this Performance Mortgage shall encumber Mortgagor's entire interest in the Property, notwithstanding the fact that the Unlock Share as defined in the Exchange Agreement relates to only a fractional interest in the Property.

19. **Miscellaneous.**

a. So long as any of the Obligations remain outstanding and undischarged, unless Mortgagee otherwise consents in writing, the fee estate of Owner in the Property or any part thereof (including the estate of Mortgagee after exercising the Conversion option) will not merge, by operation of law or otherwise, with any other estate in the Property or any part of it, but will always remain separate and distinct, notwithstanding the union of the fee estate and such other estate in Mortgagee or in any other Person.

b. Mortgagor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any appraisement, valuation, stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Performance Mortgage or the Obligations secured hereby, or any agreement between Mortgagor and Mortgagee or any rights or remedies of Mortgagee. To the extent permitted by applicable law, Mortgagor waives (i) the benefit of all present or future laws providing for any appraisement before sale of any portion of the Property, (ii) all rights of redemption, valuation, appraisement, stay of execution, notice of election to mature or declare due the whole of the Obligations and marshaling in the event of foreclosure of the lien created by this Performance Mortgage, (iii) all rights and remedies which Mortgagor may have or be able to assert by reason of the laws of the State of South Carolina pertaining to the rights and remedies of sureties, (iv) the right to assert any statute of limitations as a bar to the enforcement of the lien of this Performance Mortgage or to any action brought to enforce any Obligation secured by this Performance Mortgage, and (v) any rights, legal or equitable, to require marshaling of assets or to require foreclosure sales in a particular order, including any requirement under applicable law to require Mortgagee to resort to assets in a particular order or resort to certain assets before others. To the extent permitted by applicable law, Mortgagee shall have the right to determine the order in which any or all (i) of the Property shall be subjected to the remedies provided by this Performance Mortgage, and (ii) portions of the Obligations are satisfied from the proceeds realized upon the exercise of the remedies provided by this Performance Mortgage.

c. Notwithstanding Owner's obligations under Section 21.11 (*Indemnification*) of the Exchange Agreement, Owner agrees it will pay or reimburse Mortgagee for all reasonable attorneys' fees, costs and expenses incurred by it in any suit, legal proceeding or dispute of any kind in which it is made a party or appears as party plaintiff or defendant, affecting the Obligations, this Performance Mortgage or the

interest created herein, or the Property or any appeal thereof, including, but not limited to, activities related to enforcement of the remedies of Mortgagee, activities related to protection of Mortgagee's collateral, any foreclosure action, any condemnation action involving the Property or any action to protect the security hereof, any bankruptcy or other insolvency proceeding commenced by or against Owner, and any such amounts paid or incurred by Mortgagee shall be added to the Obligations and shall be secured by this Performance Mortgage. The agreements of this clause shall expressly survive in perpetuity satisfaction of this Performance Mortgage and performance of the secured Obligations, any release, reconveyance, discharge or foreclosure of this Performance Mortgage, conveyance by deed in lieu of foreclosure, sale, and any subsequent transfer by Mortgagee's conveyance of the Property.

d. To the extent permitted by law, Mortgagor hereby waives the provisions of any law prohibiting Mortgagee from making an election under any Transaction Document as to the application of proceeds.

e. Mortgagee may collect a fee not to exceed the maximum amount permitted by applicable law for furnishing the statement of obligation as provided by applicable law.

f. In furtherance of Mortgagee's rights under the Exchange Agreement to inspect the Property, Mortgagee may: (i) obtain a court order to enforce Mortgagee's right to enter and inspect the Property in accordance with applicable law (including as to the costs relating thereto), and (ii) have a receiver appointed to enforce Mortgagee's rights to enter and inspect the Property for Hazardous Substances.

g. References in this Performance Mortgage to any statute or statutory provisions (including, without limitation, the UCC or applicable law) shall be deemed to be a reference to such statute or statutory provisions as amended or recodified from time to time.

h. Capitalized terms used in this Performance Mortgage shall have the meanings specified herein, or if not defined herein, in the Exchange Agreement. Except as expressly set out in this Performance Mortgage, if there is any conflict between the provisions of this Performance Mortgage and the provisions of the Exchange Agreement, the provisions of the Exchange Agreement shall control. In this Performance Mortgage, references to a Section or a Schedule shall be to a section or schedule of this Performance Mortgage unless otherwise stated.

20. **Notices.** All notices or other written communications hereunder shall be delivered in accordance with the applicable terms and conditions of the Exchange Agreement. Notices shall be sent to the address of the other party listed below as follows, unless a party has been notified by the other party in writing of a substitute address:

|  |   |
|--|---|
| <b>MORTGAGEE:</b><br><br>Unlock Partnership Solutions Inc.<br><br>1230 W. Washington Street, Suite 310<br>Tempe, AZ 85288<br><br><b>Personal or Overnight Delivery</b><br><br>Unlock Partnership Solutions Inc.<br>1230 W. Washington Street, Suite 310<br>Tempe, AZ 85288<br><br><b>Email:</b> support@unlock.com | <b>MORTGAGOR:</b><br><br>Kevin McClendon<br><br>351 Knotts Cir<br><br>Lexington, SC 29073 |
|--|---|

21. **Hazardous Substances.** As used in this Section 21: (a) “Hazardous Substances” are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law (as defined herein) and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) “Environmental Law” means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) “Environmental Cleanup” includes any response action, remedial action, or removal action as defined in Environmental Law; and (d) an “Environmental Condition” means a condition that can cause, contribute to or otherwise trigger an Environmental Cleanup.

Owner shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Owner shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Owner shall promptly give Mortgagee written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Owner has actual knowledge, (b) any

Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Owner learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Owner shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Mortgagee for an Environmental Cleanup.

22. **Savings Clause.** This Performance Mortgage is subject to the express condition that at no time shall Owner be obliged or required to pay the Settlement Payment if such payment subjects Mortgagee to either civil or criminal liability as a result of being in excess of the Maximum Legal Rate (as defined below). If, by the terms of this Performance Mortgage or the other Transaction Documents, Owner is at any time required or obliged to pay the Settlement Payment due hereunder which was calculated pursuant to the Exchange Agreement using amounts in excess of the Maximum Legal Rate, the Settlement Payment shall be deemed to be immediately reduced to be calculated taking into account Maximum Legal Rate. In this Section 22, "Maximum Legal Rate" shall mean the maximum non-usurious rate of return, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received in connection with the Settlement Payment and as provided for in the Transaction Documents, under the laws of such State or States whose laws are held by any court of competent jurisdiction to govern the provisions relating to the Transaction Documents and/or Settlement Payment.

23. **Reinstatement Pursuant to Applicable Law.** If Owner meets certain conditions, Mortgagor shall have the right to have enforcement of this Performance Mortgage discontinued at any time before the earliest of: (a) any period as applicable law might specify for the termination of Owner's right to reinstate; or (b) entry of a judgment enforcing this Performance Mortgage. Those conditions are that Owner: (i) cures any default under the Transaction Documents; (ii) reimburses Mortgagee for all Unpaid Owner Obligations and expenses incurred in enforcing this Performance Mortgage, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees; and (iii) takes such action as Mortgagee may reasonably require to assure that Mortgagee's interest in the Property and rights under this Performance Mortgage, and Owner's Obligations secured by this Performance Mortgage, shall continue unchanged.

24. **Arbitration.**

a. In the event of any inconsistencies between the terms and conditions of the Transaction Documents (or any of them) and the terms and conditions of this Section 24, this Section 24 shall control and be binding. Any dispute arising from or related to this Performance Mortgage, including but not limited to foreclosure of this Performance Mortgage, may be resolved by arbitration, litigation, or a combination of arbitration and litigation, all at Mortgagee's sole and absolute discretion.

b. IN THE EVENT MORTGAGEE HAS SELECTED ARBITRATION AND SUBJECT TO APPLICABLE LAW, MORTGAGOR AGREES THAT ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES WITH MORTGAGEE (INCLUDING ANY AFFILIATE, EMPLOYEE, OFFICER, DIRECTOR OF MORTGAGEE IN THEIR CAPACITY AS SUCH OR OTHERWISE)

ARISING OUT OF, RELATING TO, OR RESULTING FROM THE EXCHANGE AGREEMENT OR THE PROPERTY, SHALL BE SUBJECT TO BINDING ARBITRATION UNDER THE ARBITRATION RULES OF JAMS, THE RESOLUTION EXPERTS (THE "RULES"), AND BECAUSE THE EXCHANGE AGREEMENT SUBSTANTIALLY AFFECTS INTERSTATE COMMERCE, THE PARTIES AGREE THE EXCHANGE AGREEMENT, INCLUDING ITS ENFORCEMENT, IS TO BE GOVERNED BY THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1 ET SEQ.

c. **Procedure.** MORTGAGOR AGREES THAT ANY ARBITRATION WILL BE ADMINISTERED BY JAMS, AND THAT A SINGLE NEUTRAL ARBITRATOR WILL BE SELECTED IN A MANNER CONSISTENT WITH JAMS' COMPREHENSIVE ARBITRATION RULES AND PROCEDURES AND JAMS POLICY ON MINIMUM STANDARDS OF PROCEDURAL FAIRNESS FOR CONSUMER ARBITRATIONS. MORTGAGOR HAS ACCEPTED JAMS RULES AND USE OF JAMS. MORTGAGOR ALSO AGREES THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES, INCLUDING ATTORNEYS' FEES AND COSTS, AVAILABLE UNDER APPLICABLE LAW, EXCEPT AS OTHERWISE SET FORTH IN THIS PERFORMANCE MORTGAGE OR IN THE EXCHANGE AGREEMENT. MORTGAGOR UNDERSTANDS THAT MORTGAGEE WILL PAY FOR ANY ADMINISTRATIVE OR HEARING FEES CHARGED BY THE ARBITRATOR OR JAMS EXCEPT THAT MORTGAGOR SHALL PAY THE FIRST \$250.00 OF ANY FILING FEES ASSOCIATED WITH ANY ARBITRATION MORTGAGOR INITIATES. MORTGAGOR AGREES THAT THE ARBITRATOR SHALL ADMINISTER AND CONDUCT ANY ARBITRATION IN A MANNER CONSISTENT WITH THE RULES AND THAT TO THE EXTENT THAT THE APPLICABLE JAMS' ARBITRATION RULES CONFLICT WITH THE RULES, THE RULES SHALL TAKE PRECEDENCE. MORTGAGOR AGREES THAT THE DECISION OF THE ARBITRATOR SHALL BE IN WRITING AND PROVIDE A CONCISE WRITTEN STATEMENT OF THE ESSENTIAL FINDINGS AND CONCLUSIONS ON WHICH THE AWARD IS BASED. THE ARBITRATION SHALL BE CONDUCTED IN THE U.S. STATE WHERE THE REAL PROPERTY IS LOCATED.

d. **Remedy.** EXCEPT AS PROVIDED BY THE RULES AND THE EXCHANGE AGREEMENT, ARBITRATION SHALL BE THE SOLE, EXCLUSIVE AND ONLY PROCESS FOR ANY DISPUTE BETWEEN MORTGAGOR AND MORTGAGEE. REMEDIES THAT WOULD OTHERWISE BE AVAILABLE TO MORTGAGOR UNDER APPLICABLE FEDERAL, STATE OR LOCAL LAWS SHALL REMAIN AVAILABLE UNDER ARBITRATION, EXCEPT THAT THE ARBITRATOR WILL HAVE NO AUTHORITY TO AWARD PUNITIVE DAMAGES OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, EXCEPT AS PROVIDED FOR BY THE RULES, THIS PERFORMANCE MORTGAGE AND THE EXCHANGE AGREEMENT, NEITHER MORTGAGOR NOR MORTGAGEE WILL BE PERMITTED TO PURSUE COURT ACTION REGARDING CLAIMS THAT ARE SUBJECT TO ARBITRATION. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, MORTGAGEE SHALL BE PERMITTED TO SEEK SUCH COURT ORDERS AS ARE NEEDED TO FORECLOSE THIS PERFORMANCE MORTGAGE INCLUDING BUT NOT LIMITED TO ORDERS SETTING A FORECLOSURE SALE AND ENTERING ORDERS POST FORECLOSURE INCLUDING WRITS OF POSSESSION.

e. **Availability of Injunctive Relief.** BOTH PARTIES AGREE THAT ANY PARTY MAY PETITION A COURT FOR INJUNCTIVE RELIEF AS PERMITTED BY THE RULES INCLUDING, BUT NOT LIMITED TO, IF MORTGAGEE ALLEGES OR CLAIMS A BREACH OF THE EXCHANGE AGREEMENT WHERE THE VALUE OF THE PROPERTY OR THE SETTLEMENT PAYMENT (AS DEFINED IN THE EXCHANGE AGREEMENT) IS AT A RISK OF MATERIAL LOSS. BOTH PARTIES UNDERSTAND THAT ANY SUCH BREACH OR THREATENED BREACH OF THE EXCHANGE AGREEMENT WILL CAUSE IRREPARABLE INJURY AND THAT MONEY DAMAGES WILL NOT PROVIDE AN ADEQUATE REMEDY THEREFOR AND BOTH PARTIES HEREBY CONSENT TO THE ISSUANCE OF AN INJUNCTION. IN THE EVENT EITHER PARTY SEEKS INJUNCTIVE RELIEF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE COSTS AND ATTORNEYS' FEES.

f. **Small Claims Court.** NOTWITHSTANDING THE ARBITRATION AGREEMENT ABOVE, BOTH PARTIES AGREE THAT ANY PARTY MAY SEEK REMEDIES IN SMALL CLAIMS COURT FOR DISPUTES OR CLAIMS WITHIN THE SCOPE OF SUCH COURT'S JURISDICTION PROVIDED THE COURT'S REQUIREMENTS ARE SATISFIED.

g. **Class Action Waiver.** ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER MORTGAGOR NOR MORTGAGEE MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER INDIVIDUALS OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS.

h. **Exchange Agreement.** Notwithstanding clause (a) above, if any controversy, claim or dispute with Mortgagee under or in connection with the Exchange Agreement is subject to arbitration in South Carolina, is otherwise subject to the laws of South Carolina and/or if any provision of Section 20 (*Arbitration*) of the Exchange Agreement is not enforceable under the laws of South Carolina then Section 20 (*Arbitration*) of the Exchange Agreement will be deemed to be replaced by this Section 24.

25. **Applicable Law.** Except as provided in section 24 regarding arbitration, and any bankruptcy issues, if applicable, this Performance Mortgage will be governed by the law of the state in which the Property is located.

26. **Provisions Subject to Applicable Law.** All rights, powers and remedies provided in this Performance Mortgage may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Performance Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable laws.

27. **State Specific Provisions.**

a. **Principles of Construction.** In the event of any inconsistencies between the terms and conditions of this Section 27 and the other terms and conditions of this Performance Mortgage, the terms and conditions of this Section 27 shall control and be binding.



b. **Mortgage as Financing Statement.** As to those items of personal property which are or are to become affixed to the Property and/or the Improvements, and all products and proceeds thereof, this Performance Mortgage is and shall be effective as a financing statement filed as a fixture filing as and from the date of its recordation in the real estate records of the county in which the Real Property is situated in accordance with the provisions of Section 36-9-502(c) of the South Carolina Code of Laws, 1976, as amended. The name of the record owner of the Real Property and Improvements is the Owner identified in the cover page of this Performance Mortgage. The name and address of the Owner is set forth in the cover page of this Performance Mortgage. The name and address of Mortgagee and from whom information concerning the security interest created herein may be obtained, is set forth in the cover page of this Performance Mortgage. The provisions set forth in the Granting Clauses of this Performance Mortgage describe the types and items of the personal property affixed or to be affixed to the Property and the Improvements. The fixtures are related to the real estate described in Exhibit A attached hereto and incorporated herein by reference. This Performance Mortgage shall remain in effect as a fixture filing until this Performance Mortgage is released or satisfied of record.

c. **Maturity Date** The initial stated maturity date is May 24, 2035 at 11:59:59PM EDT, subject to extension under limited circumstances pursuant to the terms of the Transaction Documents.

d. **Instrument Under Seal.** This Performance Mortgage is intended to be and shall be construed as an instrument under seal.

e. **Maximum Amount Secured.** Pursuant to Section 29-3-50, as amended, Code of Laws of South Carolina (1976), the maximum amount which may be secured hereby at any one time is \$96,423.00, plus Protective Advances and interest thereon, unpaid Administrative Fees, attorneys' fees and court costs. This Performance Mortgage shall secure such future advances, including Protective Advances, as may be made by Mortgagee at its option and for any purpose, until the final maturity date. All such future advances shall be included in the Obligations and shall be secured to the same extent as if made on the date of the execution of this Performance Mortgage, and shall take priority as to third persons without actual notice from the time this Performance Mortgage is filed for record as provided by law.

f. **Homestead Waiver** Mortgagor waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

g. **Acknowledgment of Closing by South Carolina Licensed Attorney.** By execution hereof, Owner confirms that the closing conducted in connection with the delivery of this Mortgage was conducted by a South Carolina licensed attorney.

**[Signatures on Following Page]**

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING IT. ALL PRIOR ORAL, ELECTRONIC AND WRITTEN COMMUNICATIONS AND AGREEMENTS FROM OR WITH MORTGAGEE, INCLUDING ALL CORRESPONDENCE, OFFER LETTERS, PRINTED MATERIALS, AND DISCLOSURES, ARE MERGED INTO AND SUPERSEDED AND REPLACED BY THIS PERFORMANCE MORTGAGE, THE EXCHANGE AGREEMENT AND TRANSACTION DOCUMENTS, AND THE OTHER WRITTEN AGREEMENTS MADE BY AND BETWEEN OWNER AND MORTGAGEE AS OF THE EFFECTIVE DATE.

By execution below, the undersigned acknowledges receipt of the requirement of the foregoing waiver prior to the transaction.

IN WITNESS WHEREOF, each of the undersigned has executed this Performance Mortgage as of the date set forth above.

**MORTGAGOR AND OWNER:**

\_\_\_\_\_  
Name: Kevin McClendon

Date: \_\_\_\_\_

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

\_\_\_\_\_  
Witness No. 1

\_\_\_\_\_  
Witness No. 2 – Notary

## ACKNOWLEDGMENT

STATE OF South Carolina

$$\vdots$$

: SS.

COUNTY OF \_\_\_\_\_

:

The foregoing instrument was acknowledged before me this \_\_\_\_\_(date) by Kevin McClendon (name of person acknowledged).

Signature of Person Taking Acknowledgement

\_\_\_\_\_(SEAL)

NOTARY PUBLIC

FOR: \_\_\_\_\_

## MY COMMISSION

EXPIRES: \_\_\_\_\_

Title or rank: \_\_\_\_\_

Serial Number (if

any): \_\_\_\_\_

## **SCHEDULE A**

### **LEGAL DESCRIPTION**

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, fronting on Knotts Road and being more particularly shown and delineated as Lot 17 of Long Pond Estates, Phase One on a plat prepared by Belter and Associates, Inc. dated September 24, 1999 and recorded in Plat Slide 545, Page 6, and further by plat prepared by Arthur J. Weed, PLS for John W. Boatwright dated April 6, 2001 and recorded in Book 6299, Page 48, in the office of the Register of Deeds for Lexington County; reference being made to said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

This conveyance is being made subject to restrictions, covenants and easements as recorded in Book 5658 at Page 255, and as may later be amended, in the Office of the Register of Deeds for Lexington County, South Carolina.

This being the same property conveyed to Kevin McClendon by Deed from Fannie Mae a/k/a Federal National Mortgage Association recorded on July 19, 2005 at Instrument 2005037877 Book 10302, Page 61 among the Lexington County Real Property Records.

**APN:** 00753801027

## **SCHEDULE B**

### **Notice of certain matters agreed in relation to the Real Property in the Exchange Agreement**

1. The term of the Exchange Agreement shall commence on its Effective Date and shall expire on **May 24, 2035 at 11:59:59PM EDT**.
2. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Real Property is and shall be conclusively deemed to have consented and agreed to every restriction, provision, covenant, right and limitation contained in the Exchange Agreement and this Schedule B to the Performance Deed of Trust ("**Schedule B**"), whether or not such person or entity expressly assumes such obligations or whether or not any reference to the Exchange Agreement or this Schedule B is contained in the instrument conveying such interest in the Real Property to such person or entity.
3. The Exchange Agreement covenants are deemed to be covenants running with the land, and include, without limitation, requirements that Owner:
  - (a) not transfer the Real Property without giving prior written notice to Beneficiary and comply with specific sale procedures set forth in the Exchange Agreement;
  - (b) maintain insurance on the Real Property against certain hazards and risks;
  - (c) not incur additional debt to third parties secured by liens on the Real Property except as specified in the Exchange Agreement;
  - (d) pay all taxes and assessments accruing on the Real Property;
  - (e) occupy the Real Property in accordance with the Exchange Agreement and not use the Real Property for commercial or other non-residential purposes;
  - (f) keep the Real Property free of liens which are senior to or could impair Beneficiary's lien and not approved by Beneficiary; and
  - (g) protect and maintain the Real Property as required in the Exchange Agreement and ensure that use of the Real Property complies with all applicable state, federal and local laws and regulations.
4. The purpose of this Schedule B is to give notice of the existence of Beneficiary's rights under the Exchange Agreement. If there is an inconsistency between the terms of this Schedule B and the Exchange Agreement, the provisions of the Exchange Agreement shall control.
5. This Schedule B shall remain in full force and effect until released by a written termination or quitclaim deed executed and notarized by Beneficiary and recorded in the real property records for the county where the Real Property is located, or until extinguished by operation of law.
6. Capitalized terms used in this Schedule B shall have the meaning specified in this Schedule B (including the Performance Deed of Trust) or if not defined in this Schedule B shall have the meaning specified in the Exchange Agreement.

## THE UNLOCK AGREEMENT IS NOT A LOAN

**THE UNLOCK AGREEMENT IS AN AGREEMENT PURSUANT TO WHICH UNLOCK PROVIDES OWNER A PAYMENT IN EXCHANGE FOR A RIGHT TO RECEIVE A SPECIFIED PERCENTAGE INTEREST IN THE VALUE OF THE OWNER'S HOME UPON THE OCCURRENCE OF CERTAIN EVENTS SET FORTH IN THIS EXCHANGE AGREEMENT**

### FORWARD SALE OPTION AND EXCHANGE AGREEMENT

This Unlock Forward Sale Option and Exchange Agreement (“Exchange Agreement”) is made between KEVIN MCCLENDON, A SINGLE PERSON (“Owner” or “You” or “Your”) and Unlock Partnership Solutions Inc., a Delaware corporation, with its principal offices at 1230 W. Washington Street, Suite 310, Tempe, AZ 85288, and its successors and assigns (“Unlock”). If the Property is held in a revocable *inter vivos* trust, the terms Owner, You and Your refer to You in Your individual capacity and Your capacity as trustee, settlor and beneficiary of the trust, as the context requires. If the Property is held in a limited liability company, the terms Owner, You and Your refer to You in Your individual capacity and Your capacity as managing member of the limited liability company, as the context requires.

This Exchange Agreement is made together with and incorporates the Unlock Performance Deed of Trust or Performance Mortgage, as applicable (“Security Instrument”). Together these documents are collectively referred to herein as the “Unlock Agreement.”

WHEREAS, as of the Effective Date, You and Unlock each desire to enter into the Exchange Agreement and You have reviewed and agreed to: (i) the terms of the Exchange Agreement, including without limitation all of the related numerical amounts of the Starting Home Value, Investment Payment, Investment Percentage, Exchange Rate, Unlock Percentage, Investment Property Premium, Origination Fee, Annualized Cost Limit and Expiration Date; and (ii) pay all Appraisal Expenses, Inspection Expenses, Closing Costs and any other costs incurred in connection with the Exchange Agreement;

WHEREAS, the Exchange Agreement sets forth the representations, warranties, duties and covenants of You during the Term and in reliance upon the terms and conditions set forth in the Exchange Agreement, Unlock wishes to tender the Investment Payment and purchase the Unlock Percentage, and You wish to accept the Investment Payment and sell, grant, transfer and otherwise convey the Unlock Percentage to Unlock, as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, You and Unlock agree as follows:

#### **1. Unlock Agreement Terms.**

1.1 Recitals. The recitals set forth above are acknowledged by the parties to be true and correct and are incorporated herein by reference.

1.2 Defined Terms. Defined terms are capitalized throughout the Exchange Agreement. The values of certain terms appear in the following Table of Key Terms. Other terms are defined as they are used throughout the Unlock Agreement or in the Glossary attached as Exhibit F.

**Please proceed to next page. Remainder of page left blank intentionally.**

| TABLE OF KEY TERMS    |   |   |
|-----------------------|---|---|
| Defined Term          | Value   | Notes   |
| Effective Date        | May 25, 2025  |   |
| Expiration Date       | May 24, 2035 at 11:59:59PM EDT                            | The maximum term is 10 years from the Effective Date, unless extended by Unlock in accordance with the terms of this Exchange Agreement.  |
| Property              | 351 Knotts Cir, Lexington, SC 29073                       | As further defined in the attached Exhibit A.   |
| Occupancy             | Principal Residence                                       | You have declared this as Your Occupancy as of the Effective Date.  |
| Starting Home Value   | \$302,000   | The mutually agreed upon value of the Property as of the Effective Date.  |
| Investment Payment    | \$96,423.00   | The gross amount of money You receive from Unlock on the Effective Date.  |
| Investment Percentage | 31.93%  | <p>The Investment Payment expressed as a percentage of Starting Home Value.</p> $\frac{\text{Investment Payment}}{\text{Starting Home Value}} = \text{Investment Percentage}$ $\frac{\$96,423.00}{\$302,000} = 31.93\%$   |
| Exchange Rate         | 1.80x   | A multiplier used to price Your Unlock Agreement.   |
| Unlock Percentage     | 57.47%<br>62.26% (if Investment Property Premium applies) | <p>The percentage of Your Property's future value that Unlock will receive when the Unlock Agreement ends upon a Settlement Event, rounded to two decimal places. Calculated as:</p> $\frac{\text{Investment Percentage}}{\text{Exchange Rate}} = \text{Unlock Percentage}$ $\frac{31.93\%}{1.80x} = 57.47\%$ <p>If the Investment Property Premium applies as provided in Sections 14.3 and 14.4, the Unlock Percentage is calculated as:</p> $\frac{\text{Investment Percentage} \times (\text{Exchange Rate} + \text{Investment Property Premium})}{\text{Exchange Rate}} = \text{Unlock Percentage}$ $\frac{31.93\% \times (1.80x + 0.15x)}{1.80x} = 62.26\%$ |
| Origination Fee       | \$4,724.73  | A fee payable to Unlock at Closing that offsets some of the costs Unlock incurs to process and administer this transaction.   |
| Annualized Cost Limit | 19.90%  | The Annualized Cost of Your Unlock Agreement will never exceed this limit.  |
| Maintenance Addendum  | None  |   |



### 1.3 Forward Sale and Exchange.

1.3.1 On the Effective Date, Unlock agrees to pay You the Investment Payment.

1.3.2 In exchange for the Investment Payment, You hereby agree to sell, transfer and otherwise convey to Unlock on the Effective Date the right to receive the Unlock Percentage.

1.3.3 Unlock has an option to elect to convert its Unlock Percentage to an undivided fee simple ownership percentage in the Property ("Conversion") equal to the Unlock Percentage. Unlock can exercise its option to a Conversion only upon the occurrence of a Settlement Event. In the event Unlock exercises its option to a Conversion, such Conversion will be documented in a separate written agreement between You and Unlock, the form of which is set forth in Exhibit B hereto. You agree to cooperate and promptly execute all documentation necessary to complete the Conversion.

1.3.4 You are selling the Unlock Percentage to Unlock in consideration of: (1) the Investment Payment; (2) Unlock's express forbearance of its Conversion option and its right to receive the Unlock Share until the occurrence of a Settlement Event; (3) other Unlock obligations under the Unlock Agreement; and (4) Your other rights and benefits under the Unlock Agreement.

1.4 Not A Loan. Unlock and You agree that the Unlock Agreement and the transaction contemplated thereunder, including payment of the Investment Payment and the sale of the Unlock Percentage, is not a loan or extension of credit. You do not have an obligation to repay the Investment Payment, there are no required periodic payments of principal or interest and there are no finance charges. As set forth herein, Unlock may lose all or a portion of the Investment Payment. The Security Instrument secures Your performance and obligations under the Unlock Agreement and not in connection with a promissory note, loan or extension of credit. The Annualized Cost Limit is not an annual percentage rate limit, but rather a limit on Unlock's investment return. To the fullest extent possible, Unlock and You agree that the Unlock Agreement is not subject to any federal, state and/or local law concerning consumer credit, including, without limitation, usury ceilings, disclosures, and any other requirements, restrictions, limitations or prohibitions set forth in such laws.

### 1.5 Closing.

1.5.1 In connection with the execution and delivery of Your Unlock Agreement ("Closing"), Unlock has: (i) wired the Investment Payment to an escrow account maintained by the Escrow Agent; (ii) provided a closing statement to You and the Escrow Agent that sets forth the dollar amounts involved in the Closing and (iii) provided all required documents and closing instructions.

Closing and disbursement of funds to You is contingent on:

(a) Your execution and delivery to the Escrow Agent of the Unlock Agreement documents and any addenda or ancillary documents provided by Unlock;

(b) If required by Unlock, Your spouse or domestic partner's execution and delivery to the Escrow Agent of the Security Instrument evidencing their consent to Unlock's security interest in the

Property, regardless of whether they are otherwise party to this Exchange Agreement;

(c) Your provision to the Escrow Agent of any other documents and information reasonably requested or otherwise necessary to complete the Closing and secure and perfect the Unlock Agreement and Unlock's lien on the Property;

(d) Your provision to Unlock of satisfactory written evidence that Unlock has been added as a loss payee (or as Unlock otherwise directs) on all Owner insurance policies; and

(e) If You are married, in a civil union or in a domestic partnership, and Your spouse or domestic partner is not on title to the Property, Unlock's receipt of the Consent of Spouse/Domestic Partner set forth in Exhibit D hereto executed by Your spouse or domestic partner.

1.5.2 In connection with the Closing, the Escrow Agent will disburse monies from the related escrow account where the Investment Payment is being held as itemized on the closing statement:

(a) To the appropriate third parties, all third-party expenses associated with the Closing of the Unlock Agreement, unless paid by Unlock, including Appraisal Expenses, Inspection Expenses, Closing Costs and any other costs incurred in connection with the Unlock Agreement. In any situation where Unlock had already paid an expense on Your behalf during the processing of Your application, Escrow Agent will instead disburse such amount to Unlock;

(b) To Unlock, the Origination Fee;

(c) In any situation where satisfaction of certain obligations of Yours is a condition to Closing, including but not limited to mortgage loans, tax liens, mechanics liens, assessments, judgments and consumer debts, You agree that Unlock may instruct the Escrow Agent to disburse monies directly to, or in the name of, the obligees to satisfy those obligations;

(d) To You, the remaining balance of the Investment Payment following the payments described above.

#### 1.6 Term of Unlock Agreement.

1.6.1 The Term of the Unlock Agreement begins on the Effective Date and will end on the earliest to occur of: (i) the day that a Settlement Event is completed (the "Settlement Date"); and (ii) the Expiration Date, subject to extension under limited circumstances as provided herein and subject to the limited survival provisions of Section 21.26.

#### 1.7 Property Value.

1.7.1 You and Unlock agree that the Property's value as of the Effective Date is the Starting Home Value.

1.7.2 The Property's future value, when calculated at any time during the Term, is called the "Ending Home Value". The Ending Home Value will be determined as follows:

(a) If the Property is being sold, Ending Home Value will typically equal the Gross Sale Price, subject to adjustment as set forth in Section 2;

(b) If the Property is not being sold, the Ending Home Value will be determined by obtaining a Property Appraisal in accordance with Section 8;

(c) In an Event Of Default, including a foreclosure sale, Unlock may elect to determine Ending Home Value in accordance with Section 8.4(c).

## 1.8 Settlement.

1.8.1 The following calculations apply when the Unlock Agreement ends upon the occurrence of a Settlement Event:

(a) The Ending Home Value will be determined depending on the applicable Settlement Event as described in Section 1.7.2.

(b) The Ending Home Value may be subject to an Improvement Adjustment and/or a Maintenance Adjustment when calculating the Unlock Share, as set forth in Section 7. The Improvement Adjustment enables You to keep any value You have added to the Property as a result of material home improvements that were made during the Term in accordance with the terms of the Exchange Agreement. The Maintenance Adjustment holds You responsible for any loss in Property value caused by Your failure to properly maintain the Property. The adjusted Ending Home Value is called Sharable Value and is calculated as follows:

*Sharable Value =*

*Ending Home Value - Improvement Adjustment + Maintenance Adjustment*

(c) The “Unlock Share” is the dollar amount that Unlock will receive for its percentage of the Property’s Sharable Value, calculated as:

*Unlock Share = Sharable Value X Unlock Percentage*

The Unlock Share will be subject to the Annualized Cost Limit set forth in the Table of Key Terms, in accordance with Section 10. The Annualized Cost Limit is a cap on the amount Unlock will receive upon a Settlement Event.

(d) During the Term You may require administrative assistance from Unlock for which Unlock may charge Administrative Fees, as set forth in Section 15, and Unlock may make payments or incur expenses on Your behalf to protect the value of the Property, as described in Section 17, including in connection with an Event Of Default as defined in Section 16 (“Protective Advances”). You are responsible for payment or reimbursement of any Administrative Fees and Protective Advances, and any that remain outstanding at any time are called “Unpaid Owner Obligations,” as set forth in Section 21.4.

(e) On the Settlement Date, Unlock will receive the “Settlement Payment,” calculated as:

$$\text{Settlement Payment} = \text{Unlock Share} + \text{Unpaid Owner Obligations} \\ + \text{any applicable amount calculated under Section 17.}$$

1.8.2 Subject to Section 21.26, the Unlock Agreement will end and Unlock will receive the Settlement Payment on the Settlement Date upon the occurrence of one of the following “Settlement Events”:

(a) Intended Settlement Events:

- (i) You decide to sell the Property (see Section 2);
- (ii) You decide to buy Unlock out (see Section 3);
- (iii) Upon the death of the Last Surviving Signatory, subject to certain exceptions (see Section 4);
- (iv) Upon reaching the Expiration Date (see Section 5).

(b) Unintended or unusual Settlement Events:

- (i) An uncured Event Of Default (see Section 16 and Section 17);
- (ii) Destruction of the Property where it is not rebuilt (see Section 18);
- (iii) Full condemnation of the Property (see Section 19);
- (iv) Voluntary Release by Unlock (see Section 21.6).

1.8.3 You will pay all third-party transaction expenses associated with any Settlement Event, unless paid by Unlock or a buyer of the Property, including, as applicable, Property Appraisal, Property Inspection and Closing Costs.

1.8.4 In any sale of the Property, sale proceeds will be distributed in the following order of priority, or as otherwise provided by applicable law:

- (a) First, all third-party transaction expenses are paid;
- (b) Second, all liens senior to Unlock, if any, are paid in full, to the extent sale proceeds are available;
- (c) Third, Unlock receives the Settlement Payment, if any, to the extent sale proceeds are available;
- (d) Fourth, all lienholders junior to Unlock, if any, are paid in full, to the extent sale proceeds are available; and
- (e) Fifth, You receive the remaining balance, if any.

1.8.5 Notwithstanding anything to the contrary in the Unlock Agreement, unless required by

applicable law, Unlock shall have no obligation to release its lien on the Property and thereby facilitate a Settlement Event to the extent there are insufficient amounts in escrow to pay transaction expenses and Administrative Fees, release all liens senior to Unlock and pay any other expenses required in order to deliver clear title to the Property, and pay Unlock the Settlement Payment in its entirety.

1.8.6 You can also request one or more partial buyouts of Your Unlock Agreement during the Term, in accordance with Section 6.

#### 1.9 Your Obligations During the Term.

1.9.1 This Exchange Agreement contains various provisions that apply during the Term which are designed to protect the value of the Property and Your and Unlock's respective interests in it. Accordingly, You agree to all covenants provided under this Exchange Agreement, including, but not limited to, the following:

- (a) Staying current on Your Property obligations, such as Your mortgage, property taxes, utility/sewer bills and homeowner associations fees/assessments, in accordance with Section 11.3;
- (b) Maintaining appropriate insurance on the Property, in accordance with Section 18;
- (c) Maintaining the Property in accordance with Section 13;
- (d) Making sure that Your use and occupancy of the Property are fully compliant with all state, federal and local laws and abiding by the occupancy requirements of the Unlock Agreement, in accordance with Section 14.

## 2. Settlement Event: Permitted Sale.

2.1 Subject to Section 1.8.5, You may sell the Property to a buyer at any time during the Term, as long as Your sale complies with the requirements of this Section 2.1, or as otherwise agreed to in writing prior to such sale by Unlock (a "Permitted Sale").

- (a) You must notify Unlock in writing of Your decision to market, sell or transfer the Property, at least 45 days prior to the proposed closing of the sale or transfer.
- (b) You must timely provide Unlock with copies of all documents relating to the proposed sale or transfer of the Property, including listing agreements, offers to purchase, appraisals, inspection reports, pest reports, preliminary title reports, escrow instructions, staging agreements and any other relevant Documents.
- (c) If the Property is untidy or in disrepair such that its marketability is materially impaired, Unlock may offer to make one or more Protective Advances to pay for repairs, cosmetic improvements and/or staging, in support of achieving the best possible sale price. If Unlock makes cosmetic improvements and/or provides staging and You damage or destroy any such cosmetic improvements and/or staging materials, You will be responsible for the damage, and any unpaid amount will become part of Unpaid Owner Obligations.

(d) The sale must be consummated through an appropriate real property escrow account using the services of an Escrow Agent, and the sale must comply with applicable law, including that all necessary disclosures in connection with a sale of real property are made.

(e) The sale must be at arm's length, made on commercially reasonable terms and entered into in good faith, meaning without fraud or deceit carried out by unrelated or unaffiliated parties, as by a willing buyer and a willing seller, each acting in his or her own self-interest, in which the sale price represents fair market value of the Property.

(f) If the buyer obtains a standard contractor's inspection report and a standard pest report in connection with their purchase, or if You obtain any such reports to support the marketing of the Property, Unlock may, in its discretion accept these in lieu of obtaining a Property Inspection, or Unlock may elect to obtain a Property Inspection in accordance with Section 8.

(g) Ending Home Value will be equal to the "Gross Sale Price" (subject to adjustment in accordance with Section 2.1(i)), which is the sale price to a bona fide, arms-length, third-party buyer, including the fair market value of any non-cash consideration (such as a seller concession), and not including deductions for Closing Costs, taxes, documentary fees, mortgage loans, other liens or secured loans, sales commissions, or appraisal expenses. The amount of any Improvement Adjustment and/or Maintenance Adjustment will be determined in accordance with Section 7, and Sharable Value and the Unlock Share will be calculated in accordance with Section 1.8.1.

(h) The sale should be conducted in accordance with customary local process, using a licensed listing agent or attorney and, except as described in Section 2.1(i)(i) or Section 2.1(i)(ii), by placing the Property on the open market through the Multiple Listing Service (MLS). However, You are not required to use a real estate professional to assist with Your sale.

(i) Unlock may obtain a Property Appraisal before the closing. In any sale or transfer by You where Unlock determines, in good faith, that the proposed Gross Sale Price differs materially from the market value of the Property, or from an Appraised Value, including, but not limited to, in any:

(i) "Sale-By-Owner Transaction," which means a sale of the Property conducted either without a public listing of it on the MLS, or where the terms and conditions of the sale have been principally negotiated by You without agency representation; or

(ii) "Intrafamily Transaction," which means a purchase, sale or transfer of the Property proposed between You and any of Your family members by blood or marital relation; or

(iii) Transaction where the buyer is a business entity rather than a natural person, or any other transaction which is determined by Unlock in good faith to be non-arms' length;

Unlock will have the right, in its sole discretion, to take the following actions: (a) make an offer in writing to purchase the Property from You on the same terms and conditions as the proposed offer from the third-party buyer and, if such offer is rejected by You, to obtain a written affidavit under oath from You stating

the reasons for the rejection; (b) require You and the third-party buyer to execute an affidavit under oath attesting that the relationship between You and the buyer is at arm's length and that the proposed transaction is at a fair market price; and/or (c) use an Appraised Value to determine Ending Home Value in accordance with Section 8 for the purpose of calculating the Unlock Share.

(j) The closing date of a Permitted Sale must be scheduled so as to allow Unlock sufficient time to obtain and review any required appraisals and inspection reports and determine the amount of any Improvement Adjustment or Maintenance Adjustment.

(k) The sale or transfer cannot convey title "subject to" the lien created by the Unlock Agreement. You must convey title free and clear of any liens and satisfy any loans and other obligations secured by liens on the Property.

(l) You will pay all costs in connection with the Permitted Sale, including Closing Costs, Appraisal Expenses and Inspection Expenses and any other expenses, unless paid by Unlock or the third-party buyer.

(m) If the closing date scheduled for a Permitted Sale falls after the Expiration Date, the Term and the Expiration Date will automatically extend for such reasonable period, in Unlock's discretion, needed to accommodate the closing.

(n) Unlock will not be liable to You for any loss relating to any delay or postponement of the closing of a sale resulting from Unlock's reasonable inquiries and actions.

2.2 In advance of a Permitted Sale, Unlock may elect to exercise its option to a Conversion of the Unlock Percentage in accordance with Section 1.3.3, in which case Unlock will provide You notice of such option election, Unlock and You will enter into a separate Conversion Agreement substantially similar in form to Exhibit B, and You will cooperate in promptly executing all documentation necessary to complete the Conversion on or prior to the date of the Permitted Sale.

2.3 At the time of a Permitted Sale where Unlock has elected a Conversion:

(a) Unlock will deliver to You and to Escrow Agent a Settlement Statement containing a calculation of the Settlement Payment and the Unlock Percentage.

(b) You will deed Unlock its percentage interest in the Property through escrow for the Permitted Sale, as described in the Conversion Agreement.

(c) You and Unlock, as co-owners of the Property, will deed the Property to the third-party buyer through escrow.

(d) The Escrow Agent will close the Permitted Sale, transfer title to the third-party buyer, liquidate Unlock's and Your respective interests in the Property and tender the Settlement Payment to Unlock in accordance with Section 1.8.4.

(e) In accordance with local and customary practice and applicable law, Unlock will release

its lien on the Property, as described more fully in the Conversion Agreement.

2.4 As an alternative to Conversion, You can elect to settle the Unlock Agreement by tendering to Unlock, through escrow for the Permitted Sale, the Settlement Payment. Unlock will deliver to You and to Escrow Agent a Settlement Statement containing a calculation of the Settlement Payment. Following receipt of such payment, Unlock will deliver executed, notarized documents required by Escrow Agent for the Permitted Sale to effect a full release of the Unlock Agreement, including Unlock's lien on the Property.

2.5 Any attempted sale or transfer of the Property that does not comply with these Permitted Sale requirements shall be deemed an Event Of Default and shall be conclusively deemed to prejudice Unlock's rights hereunder.

2.6 If a Permitted Sale is being undertaken by Your Estate, the words "Your Estate" will replace "You" and "Your" in this Section.

### **3. Settlement Event: Owner Buyout.**

3.1 You can end the Unlock Agreement without selling Your Home, at any time during the Term, by electing an Owner Buyout in accordance with the following requirements:

(a) You must submit a Buyout Request Form to Unlock and include copies of any listings for sale or offers to purchase the Property that may exist at least 60 days ahead of the desired Owner Buyout closing date, which must occur on or before the Expiration Date.

(b) Ending Home Value and Property condition will be determined by obtaining a Property Appraisal and a Property Inspection, at Your expense. The amount of any Improvement Adjustment and/or Maintenance Adjustment will be determined in accordance with Section 7, and Sharable Value and the Unlock Share will be calculated in accordance with Section 1.8.1.

(c) Unlock will select an Escrow Agent who will open escrow to facilitate the Owner Buyout. Unlock will deliver to You and Escrow Agent a Settlement Statement containing a calculation of the Settlement Payment and closing instructions. In addition to the Settlement Payment, You will pay all costs in connection with the Owner Buyout, including Closing Costs, Appraisal Expenses and Inspection Expenses and any other expenses, unless paid by Unlock, in accordance with the closing statement prepared by the Escrow Agent and approved by Unlock. You will deliver into escrow good funds in the amount stipulated in such closing statement. Upon Escrow Agent's delivery and Unlock's acceptance of the Settlement Payment from You, Unlock will deliver executed, notarized documents required by Escrow Agent to affect a full release of the Unlock Agreement, including Unlock's lien on the Property.

(d) If You receive or have pending a written offer for the purchase of the Property, the Unlock Share will be calculated using the greater of the then-current Appraised Value or the gross amount of such purchase offer ("Offered Value"). If You fail to disclose an Offered Value that exceeds the Appraised Value used to calculate the Unlock Share at the time of Owner Buyout or within 180 days thereafter, and the Property is sold for such Offered Value, You will be liable to Unlock for the difference in the Unlock Share



had the Unlock Share been calculated based upon the Offered Value.

(e) In accordance with the terms of this Exchange Agreement, Unlock will retain the right to reject any Owner Buyout where Unlock has not had adequate opportunity to obtain and review appraisals, inspections, pest reports or other required documents, or Unlock deems Your tender of the Settlement Payment insufficient, inadequate, or untimely.

(f) If the Owner Buyout closing date is delayed and will occur after the Expiration Date, the Term and the Expiration Date will automatically extend for such reasonable period, in Unlock's discretion, needed to accommodate the closing.

3.2 If an Owner Buyout is being requested by Your Estate, the words "Your Estate" will replace "You" and "Your" in this Section.

#### **4. Settlement Event: Death of the Last Surviving Signatory.**

4.1 You must identify to Unlock, at all times during the Term, the person or persons who will acquire legal title to Your interest in the Property on account of Your death (each such person or persons together or individually, is referred to in the Unlock Agreement as "Your Estate"). You must at all times during the Term notify Unlock immediately in writing (a) if the identity of Your Estate changes during the Term of the Unlock Agreement, and (b) of the name, postal address, e-mail address and contact telephone number of the person who will represent Your Estate in connection with the Unlock Agreement.

4.2 "Last Surviving Signatory" means the last surviving individual who is a Signatory to the Unlock Agreement. Your Estate must notify Unlock immediately in writing of the death of the Last Surviving Signatory. "Signatory" is any individual who was a signatory to the Unlock Agreement as of the Effective Date or subsequently becomes a New Signatory or Replacement Signatory in accordance with the provisions of Section 21.20.

4.3 Upon the death of any Signatory, if there is a surviving Signatory, such death shall not be deemed a Settlement Event, the Unlock Agreement will continue in accordance with its terms and no action is required of the surviving Signatory or the estate of the deceased Signatory.

4.4 Upon the death of the Last Surviving Signatory, if there is a surviving spouse or domestic partner of the Last Surviving Signatory and/or an Eligible Lineal Descendent of the Last Surviving Signatory that intends to use the Property as Principal Residence and is or becomes an owner of the Property (each, a "Successor Owner"), each such Successor Owner may become a "Replacement Signatory" to the Unlock Agreement strictly in accordance with the provisions of Section 21.20, in which case the Unlock Agreement will continue in accordance with its terms and no Settlement Event or Owner Death Settlement Event shall be deemed to have occurred. "Eligible Lineal Descendant" shall mean a natural person who is: (i) at least eighteen (18) years old; and (ii) a "direct line" descendant to the Last Surviving Signatory, such as child, grandchild, great-grandchild and so on as determined in accordance with applicable state law. For the avoidance of doubt, a "collateral" descendant such as a brother, sister, aunt or uncle shall not qualify as a "direct line" descendant.

4.5 Upon the death of the Last Surviving Signatory, and provided that no Successor Owner becomes a Signatory to the Unlock Agreement within the time period specified in Section 21.20(c), the death of the Last Surviving Signatory shall be deemed a Settlement Event and an “Owner Death Settlement Event”.

4.6 Upon an Owner Death Settlement Event, Ending Home Value and Property condition will be determined by obtaining a Property Appraisal and Property Inspection, at Your Estate’s expense. The amount of any Improvement Adjustment and/or Maintenance Adjustment will be determined in accordance with Section 7, and Sharable Value and the Unlock Share will be calculated in accordance with Section 1.8.1. Unlock will deliver to Your Estate a Settlement Statement containing a calculation of the Settlement Payment.

4.7 Your Estate is required to settle the Unlock Agreement upon an Owner Death Settlement Event, through either a Permitted Sale or an Owner Buyout, with a Settlement Date no later than 300 days following the date of death of the Last Surviving Signatory (or such longer time as Unlock may agree in writing or in accordance with applicable law). Your Estate is required to notify Unlock of the chosen settlement method within 150 days following the date of death of the Last Surviving Signatory.

4.8 If Unlock determines that Your Estate has commenced a good faith effort to sell the Property in a Permitted Sale within the 300-day period as described in Section 4.7, and provided that there are no lapses in property insurance as required under Section 18.1 and no other uncured Events Of Default as described in Section 16, Unlock, in its discretion, may extend the Settlement Date deadline for a maximum of two consecutive 90-day periods (for a maximum total of 480 days from the date of death) to permit Your Estate to complete the Permitted Sale.

4.9 If Your Estate is unable to make the Settlement Payment for an Owner Buyout, it may need to sell the property in order to settle the Unlock Agreement.

4.10 If Your Estate does not start the process to settle the Unlock Agreement through either a Permitted Sale or an Owner Buyout within 180 days following the date of death of the Last Surviving Signatory (or such longer time as Unlock may agree in writing or in accordance with applicable law), Unlock may elect to exercise its option to a Conversion of the Unlock Percentage in accordance with Section 1.3.3, in which case:

(a) Unlock will provide Your Estate notice of such option election. Unlock and Your Estate will enter into a separate Conversion Agreement substantially similar in form to Exhibit B.

(b) Unlock will select an Escrow Agent who will open escrow, and Your Estate will deed Unlock its percentage interest in the Property through escrow pursuant to the Conversion Agreement.

(c) Unlock and Your Estate, as co-owners of the Property, will promptly market and sell the Property in order to liquidate their respective percentage interests. Your Estate will provide all necessary cooperation (including access to the Property) in order to promptly market and complete the sale of the Property.

(d) If needed, the Term and the Expiration Date will automatically extend for such reasonable period, in Unlock's discretion, to accommodate Unlock's Conversion and the closing of such subsequent sale.

(e) Your Estate will pay all Closing Costs owed in connection with the sale of the Property following Unlock's Conversion other than any Closing Costs which will be paid by the third-party buyer. In no event shall Unlock be liable for any Closing Costs.

(f) Your Estate is solely responsible for the payment of any taxes, including estate or inheritance taxes, associated with the Unlock Conversion.

4.11 Your Estate will administer and protect the Property to preserve Unlock's rights and the value of the Unlock Share following the death of the Last Surviving Signatory.

4.12 All time periods specified in this Section 4 will run from the actual date of the death of the Last Surviving Signatory. Failure of Your Estate or any other individual or entity to notify Unlock of the death of the Last Surviving Signatory will not reduce or suspend the running of the time periods and shall be deemed an Event Of Default.

## **5. Settlement Event: Expiration of the Unlock Agreement.**

5.1 You are required to settle the Unlock Agreement no later than the Expiration Date, through either a Permitted Sale or an Owner Buyout. If You are unable to make the Settlement Payment for an Owner Buyout, You may need to sell the property in accordance with the terms and conditions set forth herein in order to settle the Unlock Agreement.

5.2 You must notify Unlock of Your intended method of settlement no later than 90 days prior to the Expiration Date.

5.3 Unlock will start the settlement process by obtaining a Property Appraisal and Property Inspection to determine Ending Home Value and Property condition, at Your expense. The amount of any Improvement Adjustment and/or Maintenance Adjustment will be determined in accordance with Section 7, and Sharable Value and the Unlock Share will be calculated in accordance with Section 1.8.1. Unlock will deliver to You a Settlement Statement containing a calculation of the Settlement Payment.

5.4 If Unlock determines that there is a good faith effort underway to sell the Property in a Permitted Sale at the Expiration Date, Unlock, in its discretion, may extend the Expiration Date deadline for a maximum of two consecutive 90-day periods to permit You to complete the Permitted Sale.

5.5 On the Expiration Date (or if the Expiration Date falls on a Sunday or legal public holiday specified in 5 U.S.C. 6103(a), the last business day before the Expiration Date), if You have not completed a Permitted Sale or an Owner Buyout, Unlock, in its discretion, may elect to exercise its option to a Conversion of the Unlock Percentage in accordance with Section 1.3.3, in which case:

(a) Unlock will provide You notice of such option election. Unlock and You will enter into

a separate Conversion Agreement substantially similar in form to Exhibit B.

(b) Unlock will select an Escrow Agent who will open escrow, and You will deed Unlock its percentage interest in the Property through escrow pursuant to the Conversion Agreement.

(c) Unlock and You, as co-owners of the Property, will promptly market and sell the Property. You will provide all necessary cooperation in order to promptly market and complete the sale of the Property.

(d) The Term and the Expiration Date will automatically extend for such reasonable period, in Unlock's discretion, to accommodate Unlock's Conversion and the closing of such subsequent sale.

(e) You will pay all Closing Costs owed in connection with the sale of the Property following Unlock's Conversion other than any Closing Costs which will be paid by the third-party buyer. In no event shall Unlock be liable for any Closing Costs.

## **6. Partial Buyout.**

6.1 This Exchange Agreement allows You to request a Partial Buyout at any time during the Term, in accordance with this Section 6.

6.2 You must submit a Partial Buyout Request Form to Unlock, in which You will state what portion of Your Unlock Agreement You want to buy out and include copies of any listings for sale or offers to purchase the Property that may exist, at least 60 days ahead of the desired closing date of the Partial Buyout, which must occur at least 180 days before the Expiration Date.

6.3 Unlock will select an Escrow Agent who will open escrow to facilitate the Partial Buyout. Unlock will deliver to You and Escrow Agent a "Partial Settlement Statement" containing a calculation of the "Partial Settlement Payment" and closing instructions.

6.4 The following calculations will apply:

(a) Ending Home Value and Property condition will be determined by obtaining a Property Appraisal and a Property Inspection, at Your expense. The amount of any Improvement Adjustment and/or Maintenance Adjustment will be determined in accordance with Section 7, and Sharable Value and the Unlock Share will be calculated in accordance with Section 1.8.1.

(b) The portion of the Unlock Share You want to buy out will determine the dollar amount required (the "Partial Unlock Share").

(c) Unpaid Owner Obligations must be paid in full at the time of a Partial Buyout. Unlock will calculate the "Partial Settlement Payment" as follows:

$$\textit{Partial Settlement Payment} = \textit{Partial Unlock Share} + \textit{Unpaid Owner Obligations}$$

(d) The Unlock Percentage will be reduced by the exact percentage of the Unlock Share paid in the Partial Buyout, as follows:

*"Reduced Unlock Percentage" =*

*(1 - (Partial Unlock Share / Unlock Share)) X original Unlock Percentage*

After the Partial Settlement Payment is received by Unlock the Unlock Percentage will be equal to the Reduced Unlock Percentage.

6.5 You will deliver the Partial Settlement Payment into escrow together with all Closing Costs, any unpaid Appraisal Expenses and Inspection Expenses and any other expenses incurred in connection with the Partial Buyout, in accordance with the closing statement prepared by the Escrow Agent and approved by Unlock. Upon Escrow Agent's delivery and Unlock's acceptance of the Partial Settlement Payment from You, Unlock and You will enter into an amendment of the Exchange Agreement to reflect the reduced Unlock Percentage as described above.

6.6 If You receive or have pending a written offer for the purchase of the Property, the Partial Unlock Share will be calculated using the greater of the then-current Appraised Value or the Offered Value. If You fail to disclose an Offered Value that exceeds the Appraised Value used to calculate the Partial Unlock Share at the time of the Partial Buyout or within 180 days thereafter, and the Property is sold for such Offered Value, You will be liable to Unlock for the difference in the Partial Unlock Share had the Partial Unlock Share been calculated based upon the Offered Value.

6.7 Unlock will retain the right to reject any Partial Buyout where Unlock has not had adequate opportunity to obtain and review appraisals, inspections, pest reports or other required documents, or Unlock deems Your tender of the Partial Settlement Payment insufficient, inadequate, or untimely. Unlock may decline a Partial Buyout request if the Reduced Unlock Percentage would be less than 25% of the Unlock Percentage as of the Effective Date.

## **7. Adjustments to Ending Home Value.**

### **7.1 Improvement Adjustment.**

(a) You may make improvements to the Property without Unlock's consent during the Term of the Unlock Agreement. All improvements must comply with all applicable laws, including zoning, permitting and the use of licensed tradespeople.

(b) If You believe that any of Your improvements materially increased the value of the Property ("Material Improvements"), You may request that an "Improvement Adjustment" be made to the Ending Home Value at the time of a Settlement Event.

(c) An improvement is a Material Improvement under the Unlock Agreement only if it adds to the value of the Property, as reasonably determined by Unlock; in contrast to ordinary and necessary maintenance and repairs, which maintain the general condition and value of the Property. Costs of ordinary

and necessary maintenance and repairs to keep the Property in an efficient operating condition, as more particularly outlined in U.S. Treasury Regulation 1.162-4 (as amended from time to time), are not eligible for an Improvement Adjustment. For the avoidance of doubt, certain maintenance items, such as replacing a roof or HVAC, are considered ordinary and necessary maintenance and repair, regardless of the cost, and do not qualify for an Improvement Adjustment.

(d) An “Improvement Adjustment” is subject to these additional requirements:

(i) You must request an Improvement Adjustment in writing at least 45 days before any Settlement Event or any event that requires a determination of the Ending Home Value.

(ii) As part of the request, You must specify the Material Improvements for which an Improvement Adjustment is sought and provide Unlock with photographic and supporting evidence of the Material Improvements in accordance with Section 7.1(d)(iv).

(iii) A Property Appraisal will be obtained to determine if Your Material Improvements have increased the Ending Home Value of the Property. Specifically, the appraiser will provide two values for the Property: (i) the actual fair market value of the Property as-is (the “Actual Value”); and (ii) a hypothetical amount representing what the value of the Property would be if You had not made the Material Improvements (the “Hypothetical Value”). If the Property Appraisal is conducted in connection with a Permitted Sale, and the proposed Gross Sale Price is not deemed by Unlock to differ materially from the market value of the Property, the appraiser will be instructed to assume that the Gross Sale Price is the Actual Value of the Property. The difference between the Actual Value and the Hypothetical Value is the dollar amount of the Improvement Adjustment. The appraiser will be instructed to consider the age, depreciation and potential functional obsolescence of Material Improvements, and not to consider the cost of the Material Improvements.

(iv) You will maintain and provide to Unlock upon any request for an Improvement Adjustment, photographic and other physical documentation of the Property before completion of the Material Improvements, which will be sufficient in scope, clarity, number and detail to permit the appraiser to compare the Actual Value to the Hypothetical Value, in the appraiser’s independent discretion.

(v) No Improvement Adjustment will be given to the extent (i) the appraiser determines that the Material Improvements have become functionally obsolete; (ii) any Material Improvements result in a violation of the Unlock Agreement; or (iii) the photographic and other supporting evidence provided by You is not of sufficient quality to support the appraiser’s calculation.

(vi) Material Improvements that in the aggregate have added less than \$10,000 to the Property value do not qualify for an Improvement Adjustment unless agreed to by Unlock.

(e) The Improvement Adjustment will typically reduce the Ending Home Value when calculating the Sharable Value and the Unlock Share. If the Property Appraisal process described above determines that the Actual Value minus the Hypothetical Value yields a negative number, Unlock may apply any such decrease in value as a “Negative Improvement Adjustment” in which case the Ending Home

Value would be increased by the amount of the Negative Improvement Adjustment to account for the reduction in fair market value to the Property as a result of the Material Improvements. If Unlock believes the process described above would likely result in a Negative Improvement Adjustment, Unlock may obtain such Property Appraisal.

(f) Provided all of the conditions of this Section 7.1 are met, Unlock will apply the Improvement Adjustment to the Ending Home Value when calculating the Sharable Value and the Unlock Share.

## **7.2 Maintenance Adjustment.**

(a) If, in connection with a Settlement Event, Unlock determines that Ending Home Value has been negatively affected as the direct result of any neglected repair items, defects or conditions, or damage to the Property or its title which either existed as of the Effective Date or which occurred or developed during the Term ("Deferred Maintenance"), Unlock will have the right, in consultation with one or more independent, third-party appraisers, property inspectors, home repair contractors, and other experts not affiliated with Unlock, to make a commercially reasonable estimate of the dollar amount which is required, at that time, to repair or perform such Deferred Maintenance, without reference to any repair estimates that may have been obtained by You, and to add such dollar amount as a "Maintenance Adjustment" to the Ending Home Value when calculating the Sharable Value and the Unlock Share.

(b) Unlock may also apply a Maintenance Adjustment to Ending Home Value when calculating the Sharable Value and the Unlock Share where:

(i) as of the Effective Date, Unlock identified and expressly reserved for a Maintenance Adjustment (by attaching a Maintenance Addendum to the Unlock Agreement in the form of the attached Exhibit G) any Deferred Maintenance items which, if not remedied promptly or within a reasonable time, posed clear and serious risks to the Property improvements or Property value, and You failed to correct such items during the Term; or

(ii) You knew or had reason to know of any Deferred Maintenance items as of the Effective Date or during the Term of the Unlock Agreement but failed or neglected to disclose them to Unlock.

(c) Unlock will not apply a Maintenance Adjustment unless the Property value has been negatively impacted by \$10,000 or more, unless agreed to by You.

(d) Unlock will have no liability in connection with, or for Your failure to cure, any Deferred Maintenance items.

## **8. Property Appraisal.**

8.1 A "Property Appraisal" is: (i) an independent determination of Property value obtained from a professional appraiser or appraisal management company selected by Unlock and unaffiliated with either You or Unlock, and who satisfies the requirements of Fannie Mae, Freddie Mac or FHA and Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 and related regulations, and

any applicable state laws, as of the date of the Property Appraisal, and performed in compliance with all applicable laws and the Uniform Standards of Professional Appraisal Practice, or (ii) an alternative property valuation as specified in Section 8.7.

8.2 Whenever a Property Appraisal is obtained by Unlock under the Unlock Agreement, You are required to cooperate with the appraiser by granting full access to the Property, making available any relevant documents and information in Your possession pertaining to the Property and ensuring that the Property is presented in reasonable condition to be appraised.

8.3 Property Appraisals may be used:

- (a) To determine Starting Home Value and as an input to determine Property condition as of the Effective Date.
- (b) To determine Property value during the Term in connection with Unlock's investor reporting needs or an Event Of Default.
- (c) In connection with a Settlement Event or a Partial Buyout:
  - (i) To establish or validate the Property's market value and the Ending Home Value.
  - (ii) As an input to determine Property condition.
  - (iii) To determine the amount of any Improvement Adjustment and/or Maintenance Adjustment and the Sharable Value.

8.4 When establishing Ending Home Value and calculating the Unlock Share:

- (a) In any Settlement Event where the Property is being sold, Ending Home Value will equal the proposed Gross Sale Price as described in Section 2.1(g); provided that a Property Appraisal may be obtained to determine if the proposed Gross Sale Price differs materially from the market value of the Property, in which case the Appraised Value, as determined in Section 8.5, may be used as Ending Home Value.
- (b) In any Settlement Event where the Property is not being sold, Ending Home Value will equal the Appraised Value, as determined in Section 8.5.
- (c) Notwithstanding the provisions of Sections 8.4(a), 8.4(b) and 8.5, in any Event Of Default, Unlock may elect to obtain a Property Appraisal and provide instructions to the appraiser that the Property is to be appraised on a "non-distressed" basis, and to use the "non-distressed" Appraised Value as Ending Home Value.

8.5 The Appraised Value is the dollar value of the Property that Unlock will determine and You and Unlock will agree upon where a Property Appraisal has been obtained after the Effective Date. In most situations, a single Property Appraisal will establish the Appraised Value. However, if You or Unlock believes, in good faith, that the first Property Appraisal contains a material omission or material error of fact,



either party, at its own cost, no later than 10 days after receipt of the Property Appraisal, may request any or all of the following:

- (a) a reconsideration of the Property Appraisal by the appraiser or broker (as applicable) who provided it;
- (b) an additional Property Appraisal of the same type from a different source;
- (c) an additional Property Appraisal of a different type (appraisal, Broker Price Opinion or Automated Valuation Model (AVM), as applicable).

You and Unlock will then work cooperatively, expeditiously and in good faith to agree on the Appraised Value based on all available information. If You and Unlock are unable to agree, the Appraised Value will be determined by arbitration in accordance with Section 20.

8.6 In any situation under the Unlock Agreement where You are requesting an Improvement Adjustment, Unlock will obtain a Property Appraisal from an appraiser, at Your expense, and task the appraiser with the additional requirement to determine the amount of the Improvement Adjustment, as provided in Section 7.

8.7 Alternatives. Whenever an Appraised Value is needed under the Unlock Agreement, Unlock, in its discretion, may determine that an alternative property valuation such as a Broker Price Opinion or Automated Valuation Model (AVM) is sufficient and may obtain such valuation in lieu of an appraisal. In connection with any Settlement Event where the Property is being sold, and there is a pre-existing appraisal available that may satisfy Unlock's requirements, such as an appraisal obtained by a third-party buyer in connection with their purchase mortgage, Unlock may, in its discretion, accept or reject such existing appraisal for purposes of establishing the Appraised Value. In certain situations where Unlock determines that the Property is difficult to value, Unlock may require more than one Property Appraisal as input to a determination of Appraised Value.

#### 8.8 Appraisal Expenses.

(a) Costs incurred in obtaining a Property Appraisal are called "Appraisal Expenses." To the extent allowed by applicable law, and unless paid by Unlock, You will pay all Appraisal Expenses in connection with the first Property Appraisal (or the first Property Appraisals in situations where Unlock determines that more than one is required) obtained in connection with: (i) initial valuation of the Property prior to execution of the Unlock Agreement to establish the Starting Home Value; (ii) any Settlement Event; (iii) any Partial Buyout; (iv) any Event Of Default; (v) any allocation of insurance or condemnation proceeds; (vi) any other determination of an Ending Home Value; (vii) any determination of an Improvement Adjustment or Maintenance Adjustment; or (viii) any Approved Subsequent Loan as set forth in Section 12.

(b) Whenever an additional Property Appraisal is requested in connection with any of the events described in Section 8.8(a), the additional Appraisal Expenses will be paid by the requesting party, or if both parties agree that an additional Property Appraisal should be obtained, by both parties divided equally.

If Appraisal Expenses have not been paid by the party required to bear them, the other party may subtract them out of the party's funds from escrow at the closing of a Settlement Event, as allowed by applicable law. In the case of unpaid Appraisal Expenses by You, such amounts shall be considered Unpaid Owner Obligations.

8.9 All Property Appraisals must conform to Unlock's most current requirements. A Property Appraisal may be deemed invalid by Unlock in its discretion if the report is more than 60 days old.

## **9. Property Inspection.**

9.1 A "Property Inspection" is an independent determination of Property condition obtained from a professional inspection company selected by Unlock and unaffiliated with either You or Unlock. The property inspector and/or inspection company must have experience in the local community and be appropriately licensed, in good standing, in the jurisdiction in which the Property is located, where required. Inspections may be general in nature or specific in scope, such as a roof or pest inspection. As a result, more than one inspection may be required to determine Property condition, in which case the term Property Inspection, as used in the Unlock Agreement, may refer to multiple inspections.

9.2 Whenever Unlock obtains a Property Inspection, You are required to cooperate with the inspector(s) by granting full access to the Property, making available any relevant documents and information in Your possession pertaining to the Property and ensuring that the Property is presented in reasonable condition to be inspected.

9.3 Property Inspections may be used:

- (a) To determine the Property's condition as of the Effective Date;
- (b) To determine the Property's condition during the Term in connection with Unlock's investor reporting needs or an Event Of Default;
- (c) To determine the Property's condition and the amount of any Improvement Adjustment or Maintenance Adjustment in connection with a Settlement Event or a Partial Buyout.

9.4 Costs incurred in obtaining a Property Inspection are called "Inspection Expenses." To the extent allowed by applicable law, and unless paid by Unlock, You will pay all Inspection Expenses resulting from the first Property Inspection of each type obtained in connection with: (i) any initial inspection of the Property prior to execution of the Unlock Agreement; (ii) any Settlement Event; (iii) any Partial Buyout; (iv) any Event Of Default; (v) any allocation of insurance or condemnation proceeds; (vi) any other determination of an Ending Home Value; and (vii) any determination of an Improvement Adjustment or Maintenance Adjustment.

9.5 If there is more than one Property Inspection of a given type obtained in connection with any of the events described in Section 9.4, the additional Inspection Expenses will be paid by the requesting party, or if both parties agree that an additional Property Inspection should be obtained, by both parties divided equally. If Inspection Expenses have not been paid by the party required to bear them, the other party

may subtract them out of the party's funds from escrow at the closing of a Settlement Event, as allowed by applicable law. In the case of unpaid Inspection Expenses by You, such amounts shall be considered Unpaid Owner Obligations.

9.6 In connection with any Settlement Event where the Property is being sold, and there is a pre-existing property inspection available that may satisfy Unlock's requirements, such as an inspection obtained by a third-party buyer in connection with their purchase, Unlock may, in its discretion, accept or reject such existing property inspection.

9.7 All Property Inspections must conform to Unlock's most current requirements.

9.8 To monitor Property condition during the Term of the Unlock Agreement, Unlock may, at its expense:

(a) Conduct reasonable inspections of the interior and exterior of the Property, including Property Inspections and inspections conducted with drone photography; and/or

(b) Require You to provide written answers to questions regarding any conditions known to You which may affect the Property or its value.

#### **10. Annualized Cost Limit.**

10.1 The cost of Your Unlock Agreement on an annualized basis ("Annualized Cost") is subject to and capped at the Annualized Cost Limit set forth in Table of Key Terms. Whenever the Unlock Share is calculated in connection with a Settlement Event or Partial Buyout, Unlock will also determine the exact number of days that passed between the Effective Date and the Settlement Date (or closing date of the Partial Buyout). This number, called the "Term Days", will be used to calculate the Annualized Cost and the "Maximum Unlock Share", as follows:

*Annualized Cost =*

*(Unlock Share / Investment Payment) ^ (365 / Term Days) - 1*

*Maximum Unlock Share =*

*Investment Payment X (1 + Annualized Cost Limit) ^ (Term Days / 365)*

Notes: Annualized cost is expressed as a percentage. Maximum Unlock Share is expressed as a dollar amount. The symbol ^ is used in mathematics to indicate the exponential function and means "raised to the power of."

The Maximum Unlock Share is the greatest amount the Unlock Share can be when determining the Settlement Payment or Partial Settlement Payment. If the Annualized Cost exceeds the Annualized Cost Limit, the Unlock Share will be set equal to the Maximum Unlock Share when calculating the Settlement Payment or Partial Settlement Payment.

## **11. Owner Representations, Warranties and Covenants.**

11.1 You make the representations, warranties and covenants in this Section 11 to, and for the benefit of, Unlock. Unlock is relying on the accuracy and completeness of the representations, warranties and covenants of Owner set forth in this Section 11 in entering into the Unlock Agreement.

11.2 Title. If the Property is not held by a trust or limited liability company, as of the Effective Date You represent that all Owners, individually and collectively, appear on record title to the Property as holding fee simple title to one hundred percent (100%) of the Property. If an Owner of the Property is a trust, as of the Effective Date You represent that the legal name of the trust appears on record title to the Property as holding fee simple title, that the trust is a revocable *inter vivos* or living trust established in accordance with the laws of any state, that You are the settlor, trustee and beneficiary of the trust and that such trust has not been revoked. If the Property is held by a limited liability company, as of the Effective Date You represent that the legal name of the limited liability company appears on record title to the Property as holding fee simple title to one hundred percent (100%) of the Property. You further represent that You have good and marketable title to the Property, which is free of any license, easement, or other encumbrance or restriction against the title to the Property, other than Approved Existing Loans and Permitted Encumbrances, which are defined below.

(a) “Approved Existing Loan” means, as of the Effective Date, any pre-existing loan or other form of financing secured by a lien on the Property which is (i) listed in the property title report obtained by Unlock (“Title Report”) or (ii) otherwise known to and approved in writing by Unlock.

(b) “Permitted Encumbrance” means any license, easement, or other title restriction to the Property that exists as of the Effective Date, and is listed in the Title Report, plus any additional license, easement or title restriction agreed to in writing by Unlock after the Effective Date.

As of the Effective Date, You represent that the Title Report accurately reflects all Approved Existing Loans and all Permitted Encumbrances, and to the extent that it does not, and there are any existing loans or other forms of financing secured by a lien on the Property or any licenses, easements, or other title restrictions to the Property that are not reflected in the Title Report, You have disclosed them in full detail in writing to Unlock.

During the Term You will keep the Property free of any liens, title restrictions, and easements that obtain or could obtain priority over the Unlock lien except for: liens securing Approved Existing Loans or Approved Subsequent Loans (as defined in Section 12.1) and Permitted Encumbrances.

11.3 Secured Obligations. A “Secured Obligation” is an obligation secured by a lien on the Property, including, but not limited to: mortgage loans, home equity lines of credit, property taxes and assessments, public sewer and utilities, homeowner association dues or assessments and mechanics liens. During the Term You will promptly pay, and at all times remain current on, all Secured Obligations and You will provide Unlock proof of payment upon request. You agree to provide advance written notice of Your intent to apply for any deferrals or forbearance of any Secured Obligation. If there is an Event Of Default in connection

with any Secured Obligation as defined in Section 16.1(c), You will take immediate action necessary to: (i) cure the default; (ii) terminate any foreclosure or enforcement action; (iii) complete any non-home retention loss mitigation process; (iv) comply with the terms of any home retention loss mitigation plan; (v) satisfy the Secured Obligation; and/or (vi) remove or release such lien from the Property. You, and not Unlock, are solely liable for all Secured Obligations, including in the event of an Unlock Conversion.

11.4 Litigation. As of the Effective Date, You represent and warrant that: (i) there is no foreclosure, notice of default, notice of sale, condemnation, environmental, zoning, or land-use regulation proceeding; or any lawsuit, arbitration, proceeding, tax claim, or special assessment that is pending or threatened against You, the Property, or that arises out of the ownership of the Property or that might adversely affect the Property, the value of the Property or Your ability to perform Your obligations under the Unlock Agreement (“Litigation Events”); or (ii) to the extent a Litigation Event has occurred, You have fully and accurately disclosed that Litigation Event to Unlock. During the Term, You agree to promptly provide Unlock with written notice of the occurrence of any Litigation Event that may have a material adverse effect on Unlock’s rights, the Unlock lien or the value of the Unlock Share.

11.5 Legal Use. As of the Effective Date, You represent and warrant that the use and occupancy of the Property are fully compliant with all state, federal and local laws, zoning ordinances, and regulations, including environmental prohibitions. During the Term, You will promptly provide Unlock with written notice of any non-compliance with the foregoing that may have a material adverse effect on Unlock’s rights, the Unlock lien or the value of the Unlock Share.

11.6 Property Condition. As of the Effective Date, You warrant that there are no material defects or conditions on or affecting the Property or title to the Property undisclosed to Unlock, which are now known to or could reasonably have been discovered by You, which could affect the use or value of the Property. You acknowledge that evidence of misrepresentation or non-disclosure as to the condition of the Property by You raises a presumption of bad faith and is a breach of the Unlock Agreement.

11.7 Environmental Matters. As of the Effective Date, there is no violation of, or claim of violation of any federal, state, or local environmental law or regulation pertaining to the Property, including, without limitation, those relating to hazardous materials (“Environmental Laws”), and there is no presence of any hazardous materials on, in, or about the Property or property in the vicinity of the Property that are now known to or could reasonably have been discovered by You. During the Term, You shall not, and shall not allow others to, violate any Environmental Laws with respect to the Property or perform any activities upon, or use or occupy the Property, or any portion of the Property, in any manner that violates any Environmental Law.

11.8 Your Decision. **You understand that entering into the Unlock Agreement can have significant tax, financial and estate planning consequences. You understand that Unlock will have a lien on the Property and an Event Of Default that is uncured could result in a foreclosure by Unlock in which case You could lose the Property. You understand that Unlock does not provide tax advice and makes no representations as to the tax advantages or disadvantages which may accrue to You in connection with the Property or the Unlock Agreement. You are not relying on any information or**

representation by Unlock, its agents, affiliates, officers, or employees regarding: (i) the value of the Property; and (ii) the advisability of You entering into the Unlock Agreement, including but not limited to tax, legal, financial, and estate planning consequences. You acknowledge that Unlock has urged You to discuss the Unlock Agreement with family members, heirs, and with independent tax, legal and financial advisors to ensure an understanding of the risks and benefits of the Unlock Agreement with respect to Your particular situation. You represent and warrant that You have had the opportunity to seek independent advice regarding such matters and by entering into the Unlock Agreement You fully understand the terms, conditions and potential consequences.

11.9 Non-Owner Occupants. As of the Effective Date You have identified all residents of legal age who occupy the Property but who are not signatories to the Unlock Agreement (“Non-Owner Occupants”) and informed them of the existence, terms and potential impact of the Unlock Agreement on (i) Your Estate and (ii) their ability to inherit or continue living in the Property. You shall promptly so inform any additional Non-Owner Occupants during the Term.

11.10 Reliance. Unlock relies on information provided by You when making its investment decision. You have promptly delivered all available documentation and information requested by Unlock during the underwriting of Your application. All documentation and information You have provided to Unlock fairly and accurately reflects the condition of the Property and Your financial condition and is truthful, complete, and not misleading.

11.11 Authority. You have the legal power, authority and full capacity to enter into and to consummate all transactions contemplated by the Unlock Agreement. The execution and delivery of the Unlock Agreement will not conflict with, or result in an acceleration or breach of any of the terms, conditions or provisions of, or constitute a default under, any note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, agreement, lease or other agreement or instrument to which You are a party or by which any portion of the Property may be bound.

11.12 No Change. As of the Effective Date, You warrant that there has been no material adverse change in Your financial condition since Your application was last submitted to Unlock.

11.13 Status of Owner. As of the Effective Date, each Owner that is a natural person represents and warrants the following: if You are (a) single or unmarried and You are not in a domestic partnership, no former spouse or domestic partner has any interest in the Property; (b) married or in a domestic partnership or civil union and Your spouse or domestic partner has an interest in the Property, such person has, if required by Unlock, signed the Unlock Agreement; (c) married or in a domestic partnership or civil union and Your spouse or domestic partner is not on title to the Property, such person has signed the Consent of Spouse/ Domestic Partner set forth in Exhibit D hereto, and if required by Unlock, has signed the Security Instrument.

## **12. Approved Subsequent Loans.**

12.1 An “Approved Subsequent Loan” is a loan secured by a lien on the Property which is: (i) originated after the Effective Date; (ii) senior to the Unlock lien; (iii) approved by Unlock in writing, and;

(iv) a “rate/term refinance” loan and not a “cash-out” loan, each as described in Section 12.1(d). If, during the Term of the Unlock Agreement, You want to obtain an Approved Subsequent Loan, You must:

(a) Provide Unlock with loan documentation related to the proposed loan as follows:

(i) Immediately upon Your receipt of the “Loan Estimate” as required under federal regulations (or equivalent disclosure if Your loan does not mandate a Loan Estimate), but in no case less than seven (7) business days prior to the proposed close of the loan, You must provide a full copy of it to Unlock.

(ii) Immediately upon Your receipt of the “Closing Disclosure” as required under federal regulations (or similar disclosure if Your loan does not mandate a Closing Disclosure), but in no case less than two (2) business days prior to the proposed close of the loan, You must provide a full copy of it to Unlock.

(b) Cooperate with Unlock to obtain a Property Appraisal, to be completed no later than 10 business days prior to the proposed close of the loan.

(c) Ensure that copies of all loan documents and all documents recorded against the Property are promptly delivered to Unlock immediately following the closing of the loan.

(d) Subject to applicable laws, obtain Unlock’s prior written consent to obtain the loan.

(i) Unlock will not unreasonably withhold consent if the proposed loan is being used solely to refinance existing debt secured by the Property that is senior to the Unlock lien, and the amount of the proposed loan is less than or equal to the principal balance of the debt being refinanced plus actual and reasonable refinancing costs (a “rate/term refinance” loan). Notwithstanding the foregoing, subject to applicable laws, Unlock in its discretion may withhold its consent to any proposed lien on the Property that could materially impair its rights or interests, including, without limitation, reverse mortgage loans, shared appreciation mortgage loans, mortgage loans with negative amortization or prepayment penalties, interest-only loans, balloon payment loans, cash-out refinance loans, private or non-institutional loans, unrecorded loans secured by the Property, certain loans with payment reset or other variable payment features and any form of equity-based financing.

(ii) Unlock will have no obligation to consent to any proposed loan where: i) the amount of the proposed loan is greater than the principal balance of any debt being refinanced plus actual and reasonable refinancing costs; or ii) there is no debt being refinanced and the proposed loan would be additional financing intended as a source of cash (each, a “cash-out” loan).

12.2 Subject to applicable laws, Unlock will subordinate the priority of its rights under the Unlock Agreement to the lien of any lender that extends to You an Approved Subsequent Loan, provided that: (i) the Approved Subsequent Loan satisfies the requirements of this Section 12; (ii) any requested subordination and loan documents contain only reasonable and customary terms common to such agreements and acceptable to Unlock in its discretion; and (iii) You pay all costs incurred by Unlock associated with the subordination and Unlock’s Administrative Fee.

12.3 Unlock makes no representations or warranties regarding the availability or terms of any loan that You may seek during the Term of the Unlock Agreement and Unlock will have no liability to You as a result of the unavailability or unfavorable terms of any such loan. Note that mortgage lenders may not agree to lend on a property with an Unlock Agreement to the same extent or on the same terms as they would for a property without an Unlock Agreement. It is possible that You will need to terminate Your Unlock Agreement in order to complete a future “rate/term refinance” loan. Regardless of availability, unless otherwise agreed in writing by Unlock, You will need to terminate Your Unlock Agreement in order to complete a future “cash-out” loan.

### **13. Property Condition.**

13.1 You will not materially destroy, damage or impair the Property, allow the Property to materially deteriorate or commit waste on the Property. If You do not periodically perform customary and reasonable repairs as needed or as required to maintain the Property in good condition, subject to normal wear and tear, Unlock may apply a Maintenance Adjustment to the Ending Home Value when calculating the Sharable Value and the Unlock Share in accordance with Section 7.2. You are solely responsible for all maintenance costs incurred in connection with maintaining the condition and value of the Property.

13.2 You acknowledge that Unlock will have no liability to You or to any third party for, and You hold Unlock harmless from, any loss or liability in connection with, any defect or condition on or affecting the Property, whether known or unknown.

### **14. Occupancy and Property Use.**

14.1 You will enjoy sole right of occupancy of the Property under the Unlock Agreement as an owner and not as a tenant or lessee, whether or not Unlock has exercised its option to a Conversion, subject to limited Unlock rights of entry and repair following an Event Of Default or as otherwise set forth in the Unlock Agreement.

14.2 You will use the Property solely as a residential property, except for a “home office” in compliance with the Internal Revenue Code and applicable U.S. tax regulations. You agree not to abandon the Property, and if you do abandon the Property you are required to notify us immediately upon doing so.

14.3 If Your Occupancy is declared as Principal Residence in the Table of Key Terms on the Effective Date: (i) You are expected to occupy the Property as “Principal Residence” throughout the Term, which means that You live and sleep in the Property for at least 180 days out of any 365-day period (the “Principal Residency Occupancy Requirement”). Unlock will not unreasonably withhold consent to a temporary lapse in Principal Residence occupancy if You make arrangements satisfactory to Unlock to care for the Property while You are not occupying it. (ii) Subject to conformity with applicable law, You may rent part of the Property without Unlock’s consent, and You may rent the entire Property for up to 185 days out of any 365-day period without Unlock’s consent, but if renting the entire Property causes You to violate the Principal Residency Occupancy Requirement at any time during the Term, Your Occupancy will be deemed to have changed to Investment Property and the Investment Property Premium will permanently



apply when calculating the Unlock Percentage as set forth in the Table of Key Terms and the increased Unlock Percentage will be used to calculate the Unlock Share.

14.4 If Your Occupancy is declared as Second Home in the Table of Key Terms on the Effective Date: (i) You are not required to occupy the Property as Principal Residence. (ii) Subject to conformity with applicable law, You may rent part of the Property without Unlock's consent, and You may rent the entire Property on a short-term basis without Unlock's consent, but if You rent 100% of the Property under a lease agreement or similar arrangement with an initial or continuous term of 180 days or longer, Your Occupancy will be deemed to have changed to Investment Property and the Investment Property Premium will permanently apply when calculating the Unlock Percentage as set forth in the Table of Key Terms and the increased Unlock Percentage will be used to calculate the Unlock Share.

14.5 If Your Occupancy is declared as Investment Property in the Table of Key Terms: (i) You are not required to occupy the Property as Principal Residence. (ii) You may rent all or part of the Property without Unlock's consent.

14.6 Regardless of Occupancy declaration, You cannot enter into any lease or rental agreement with a term that expires after the Expiration Date of the Unlock Agreement.

14.7 In any Settlement Event where Unlock determines that an existing lease or rental agreement or tenant who is occupying or has rights to occupy the Property or a portion of the Property is having a material negative impact on the Unlock Share, such occurrence shall constitute an Event Of Default and You, at Your expense, will be responsible for terminating such rental agreement or removing such tenant from the Property, and/or otherwise compensating Unlock for the loss in Unlock Share, in accordance with the following process:

(a) The Settlement Payment will be calculated at the time the Settlement Event is triggered and is being delayed due to an existing rental or tenant issue.

(b) Unlock and You will monitor the situation and cooperate to complete the Settlement Event as soon as the rental or tenant issue is resolved.

(c) When the Settlement Event can proceed, the Settlement Payment will be recalculated. If the newly calculated amount is less than the previously calculated amount, the difference will be added to the amount of the Settlement Payment.

14.8 If there is a change of Occupancy under which the Investment Property Premium applies as provided in Sections 14.3 or 14.4, unless such change of Occupancy results in an uncured default under any Secured Obligation, it will not constitute an Event Of Default hereunder.

## **15. Administrative Fees.**

15.1 Unlock may charge reasonable Administrative Fees in connection with the handling of various events that can occur during the Term of the Unlock Agreement, including, without limitation a change to title, a subordination in connection with an Approved Subsequent Loan, a Signatory Addition Process, a

Settlement Event, an Event Of Default, a Protective Advance and a Non-Distressed Sale. The schedule of charges for Administrative Fees as of the Effective Date is set forth in the attached Exhibit E.

15.2 Administrative Fees are due and payable by You when incurred. Unpaid Administrative Fees shall become Unpaid Owner Obligations.

## **16. Default.**

16.1 Unless specifically excluded as an Event Of Default under the Exchange Agreement, the occurrence of any of the following will constitute an “Event Of Default” under the Exchange Agreement:

(a) Failure to Perform. You breach or fail to perform in accordance with any provision of the Exchange Agreement and such failure is reasonably likely to have a material adverse effect on Unlock’s rights, the Unlock lien or the value of the Unlock Share, or You take any action to impede a Conversion or interfere with or negatively impact Unlock’s rights.

(b) Misrepresentation. You (i) make any representation, (ii) provide Unlock with any information or (iii) fail to provide Unlock with any information, whether oral or written; in each case, that is false, inaccurate or misleading; or (iv) fail to correct a representation that has become untrue within a reasonable time after learning of the new information regarding the representation, which failure is reasonably likely to have a material adverse effect on Unlock’s rights, the Unlock lien or the value of the Unlock Share.

(c) Delinquencies. You become delinquent on any obligation regarding the Property, including on any loans secured by, or with respect to any taxes or assessments owed on, the Property, which delinquency has resulted in: (i) Your receipt of a notice of default; (ii) the initiation of any non-home retention loss mitigation action, including, without limitation, a short sale or deed- in-lieu; (iii) the initiation of any home retention loss mitigation action and You have failed to perform under the terms of such plan; or (iv) an encumbrance on the property that may impair Unlock’s lien and is not cured as provided under Section 11.3.

(d) Occupancy and Usage. You violate the occupancy and usage provisions of Section 14.2 or 14.6.

(e) Unauthorized Transfers. You transfer or attempt to transfer the Property or any interest in the Property, other than in accordance with the Exchange Agreement.

(f) Unapproved Liens. Without Unlock’s prior written approval, a lien attaches to the Property which is senior to or is otherwise reasonably likely to impair the Unlock lien, or You obtain any loan or other form of financing secured or to be secured by the Property which is senior to or is otherwise reasonably likely to impair the Unlock lien, whether recorded or unrecorded.

(g) Financial Disability. You become insolvent or unable to pay Your debts, or there is a voluntary or involuntary commencement of a bankruptcy against You, or an appointment of a receiver for Your assets, or You make a general assignment for the benefit of creditors, or any similar event or

proceeding.

(h) Insurance. You fail to maintain insurance on the Property as prescribed in the Exchange Agreement.

(i) Notices. You fail to timely provide to Unlock any notice(s) required under the Exchange Agreement or the Security Instrument, which failure is reasonably likely to have a material adverse effect on Unlock's rights, the Unlock lien or the value of the Unlock Share.

(j) Condition of Property. You materially destroy, damage or impair the Property, allow the Property to materially deteriorate or commit waste on the Property.

(k) Transfer of Exchange Agreement. Any assignment, attempted assignment, or other transfer of the Exchange Agreement by You in violation of the Exchange Agreement.

(l) Rental Terms. The Property becomes subject to a lease or rental agreement that extends beyond the Expiration Date.

(m) Cooperation. You fail to cooperate with Unlock or any of Unlock's agents to effect a sale of the Property or a Conversion in connection with a Settlement Event.

(n) Adverse Change To Owner Entity. If Owner is a limited liability company, partnership, business association or trust: any liquidation, dissolution, expiration, revocation, partition or termination of such Owner entity.

(o) Other Adverse Acts. Any other occurrence, action or inaction by You which is reasonably likely to have a material adverse effect on the Property, the legal ownership of the Property, the value of the Property, Unlock's rights, the Unlock lien or the Unlock Share.

## **17. Unlock Rights and Remedies.**

17.1 Your performance under the Unlock Agreement will be secured as a recorded lien on the Property by recording the Security Instrument in the county or local jurisdiction where the Property is located.

17.2 Upon an Event Of Default, Unlock will provide You with a written Notice Of Default which will explain the circumstances giving rise to the Event Of Default. Except as otherwise provided in the Unlock Agreement, You will have thirty (30) days from the notice delivery date to cure the default, subject to Section 17.4 and the provisions of any laws which apply to the Unlock Agreement. If You fail to cure within thirty (30) days, Unlock may exercise any of its rights or remedies, subject to applicable law, including the following:

(a) Unlock may make Protective Advances in accordance with Section 17.12.

(b) Unlock may demand for You to promptly remedy any material defect or adverse condition on the Property.

(c) Unlock or its agents may enter the Property to (i) to conduct Property Inspections and Property Appraisals; (ii) to prevent waste of the Property; and (iii) for any other purpose reasonable to prevent continuing harm to or diminution in value of the Property.

(d) Unlock may seek monetary damages against You, including interest thereon, attorney's fees, and costs.

(e) Unlock may be irreparably injured and will have the right to specific performance, injunctive relief, or any other equitable relief against You.

(f) Unlock may elect to exercise its option to a Conversion, then solicit and sell the entire Property, including Your interest therein, to one or more third parties, and receive the Settlement Payment from the proceeds of such Property sale. Upon the sale of the Property, You will be entitled to receive all other proceeds after Closing Costs have been paid to the applicable parties, any liens senior to the Unlock lien are satisfied, the Settlement Payment is paid to Unlock and any liens junior to the Unlock lien have been satisfied.

(g) Unlock may exercise its rights and remedies under the Security Instrument, including its foreclosure right. This could result in a termination and settlement of the Unlock Agreement. In the event Unlock elects to exercise the power of sale, if applicable, and/or foreclose on the Property under the Security Instrument and this Section 17.2, Unlock may declare the Settlement Payment immediately due and payable by delivery of the notice(s) specified in the Security Instrument.

17.3 If Unlock pays money pursuant to a preference claim in a bankruptcy proceeding involving You, such amount will be considered a Protective Advance and will become an Unpaid Owner Obligation and Unlock is entitled to assert a claim against You for the same amount.

17.4 Upon Your default of Your obligations under the Unlock Agreement, in any situation where, in Unlock's discretion, absent immediate action there could be material damage to the Property, Unlock's interests therein or the value of the Unlock Share, Unlock may suspend any applicable cure period and take immediate action to exercise any of its rights or remedies, subject to applicable law.

17.5 Unlock is entitled to demand immediate termination of the Unlock Agreement, the return of the Investment Payment and any other payments tendered to You, the payment of the amount, if any, by which the Settlement Payment exceeds the Investment Payment, and the payment of the amount described in Section 17.6, together with any and all attorney's fees and costs incurred by Unlock in connection with such termination in an Event Of Default related to: (i) fraud, bad faith, or misrepresentation or nondisclosure by You; or (ii) a transfer or sale, or attempted transfer or sale, of the Property by You in violation of the terms of the Unlock Agreement.

17.6 In the event of (i) fraud, bad faith, or misrepresentation or nondisclosure by You; (ii) any transfer or sale, or attempted transfer or sale, of the Property by You in violation of the terms of the Unlock Agreement, or (iii) any other uncured default by You under the terms of the Unlock Agreement, Unlock, in its discretion, may increase the Settlement Payment by an amount equal to ten percent (10%) of the Investment

Payment.

17.7 You and Unlock each waive and relinquish all rights either may now or later have to seek partition of the Property, whether in kind or by sale; provided, however, that Unlock will retain the right to seek a partition, (i) in the event of, and as part of any action arising out of an uncured Event Of Default, or (ii) in connection with any claim or action by You which asserts that any provision of the Unlock Agreement is against the law or unenforceable.

17.8 In an Event Of Default which has resulted in a foreclosure action by a mortgage lender, tax authority or other lien holder (and provided that You have first reasonably exhausted any loss mitigation remedies offered to You by such lienholder), Unlock, in its discretion, may offer to You the remedy of a "Non-Distressed Sale," as follows: If You accept Unlock's offer of a Non-Distressed Sale, Unlock may cure the default through one or more Protective Advances; in exchange You will give Unlock the power to exclusively and unilaterally market and sell the Property, and You will cooperate and execute all documentation required by Unlock to market the Property and complete the Non-Distressed Sale. The Non-Distressed Sale remedy is intended to prevent the Property from going to foreclosure and becoming a "distressed" property, to protect Your and Unlock's interest in the Property, and to prevent a foreclosure event from impacting Your credit.

17.9 In any Event Of Default which leads to a sale of the Property: (i) Unlock may elect to calculate the Unlock Share based on an Appraised Value in accordance with Section 8.4(c); and (ii) You will pay all costs in connection with the sale, including Closing Costs, any Appraisal Expenses and Inspection Expenses and any other expenses, unless paid by Unlock, but not any closing costs paid by the third-party buyer.

17.10 The remedies provided in the Unlock Agreement are cumulative. A party who asserts a right or seeks a remedy may also assert other rights or seek other remedies available at law, equity or otherwise.

17.11 In connection with any Event Of Default, the Expiration Date will automatically extend for whatever time is necessary to permit Unlock to exercise its rights and remedies. If Unlock, in its sole discretion, forbears in the exercise of its remedies, You agree to sign any and all reasonable documentation, including but not limited to a tolling agreement.

17.12 Protective Advances. If You fail to protect the Property and Unlock's rights therein, Unlock may, but is not obligated to, make "Protective Advances," as defined in this Section, as Unlock deems appropriate. Unlock may make Protective Advances for things such as:

- (a) The placement of required insurance coverage; the payment of taxes, assessments, levies, liabilities, obligations and other charges of every nature on the Property;
- (b) The making of necessary repairs, or for property preservation or staging expenses;
- (c) The cure of any defaulted loans or other obligations secured by the Property;
- (d) Incurring costs and expenses in connection with any Event Of Default, including legal expenses relating to foreclosure or bankruptcy; and

- (e) The removal of a receiver appointed for the Property.

Unlock will provide 30 days' written notice to You to correct Your default, or such longer period as may be required by applicable law. If, after the 30-day notice period You have not cured the default, Unlock may make the payments itself or otherwise cause any necessary property repairs to be made or property preservation or staging expenses to be incurred. All such payments by Unlock (including attorneys' fees incurred in litigation or arbitration with parties other than You) are deemed Protective Advances. Notwithstanding the foregoing notice period, prior notice from Unlock is not required if the Unlock Agreement expressly so provides, or when Unlock reasonably determines that prompt action is necessary to protect the Property and Unlock's rights.

You consent to Unlock's unilateral authority to determine the appropriateness or necessity of making any Protective Advances in accordance with the Unlock Agreement. Unlock incurs no liability for its election not to take any action authorized under this Section 17.12.

17.13 Unlock may demand prompt reimbursement for any Protective Advance. You agree to reimburse Unlock no later than 10 days after demand. Protective Advances, to the extent You do not reimburse Unlock, become Unpaid Owner Obligations.

## **18. Insurance.**

### **18.1 Coverage.**

18.1.1. You must maintain, at Your sole expense, hazard insurance, including flood hazard, and any other insurance Unlock may reasonably require and which is common for similar properties in similar locations, in an amount equal to the current replacement cost of the improvements on the Property, or the maximum amount as available under applicable law, which amount will be increased not less frequently than annually as the replacement cost of the improvements increases.

18.1.2. You hereby authorize Unlock to communicate with all insurance companies at any time to ensure the maintenance of policies, coverage, and the reimbursement of losses.

18.1.3. Unlock must be named as an additional "named insured" and "loss payee" under all hazard and liability insurance policies obtained by You related to the Property.

18.1.4. You may obtain insurance from any insurance carrier reasonably acceptable to Unlock that has a Financial Strength Rating of "B" or better from A.M. Best (or equivalent rating from Kroll, S&P or Demotech).

18.1.5. You must provide Unlock with copies of all insurance policies related to the Property when the insurance is obtained and at any time there is a change in carrier or policy. You must provide Unlock with proof of coverage upon request.

18.1.6. If You fail to maintain or obtain the insurance coverage required by this Section 18.1, Unlock may, but is not obligated to, obtain such coverage on the Property. Any such expenses paid by Unlock

are Protective Advances.

18.2 Distribution of Insurance Proceeds for Losses.

18.2.1. Subject to Your obligations and the requirements under any Approved Existing Loans or Approved Subsequent Loans, insurance for losses will be distributed as described in this Section 18.2.

18.2.2. You and Unlock will cooperate in the pursuit, settlement, and adjustment of any losses under any insurance policies.

18.2.3. In the event of damage to the Property where insurance claim proceeds are sufficient to restore or repair the Property to at least the same condition and characteristics as of the time immediately preceding such destruction or damage, the Unlock Agreement will continue, and the proceeds must promptly be applied to such restoration or repair, further subject to:

(a) Unlock has the right to approve any restoration or repair plans, including the contractors or subcontractors used and the costs associated with the restoration or repair.

(b) Unlock has the right to release insurance proceeds to the individuals or entities performing the repair and restoration work in one or more progress payments as the work is completed.

(c) Unless required by law, Unlock is not required to pay You any interest or earnings on insurance proceeds.

(d) You are responsible for ensuring that any repair or restoration work is completed in a cost-effective manner that in no way impairs the structural integrity, habitability or value of the Property.

(e) You are responsible for obtaining any governmental approvals or permits that are required for such repair or restoration work.

18.2.4. Unlock has no obligation to pay any amount of the restoration or repair of the Property even if the insurance proceeds are insufficient to complete the restoration or repair. You are responsible for any shortfall. If restoration or repair is not economically feasible due to insufficient insurance claim proceeds because the Property was underinsured, Unlock, in its discretion, may require You to pay for the restoration or repair out of Your other assets.

18.2.5. If restoration or repair is not economically feasible due to insufficient insurance claim proceeds where the Property was not underinsured, all insurance proceeds will be allocated in the following order:

(a) To payment of reasonable expenses incurred by You or Unlock in collecting and contesting with the insurers the payments under the relevant insurance policies, including attorney's fees that have been approved by Unlock;

(b) To payment of all Approved Existing Loans or Approved Subsequent Loans that have priority over the Unlock Agreement;

(c) To Unlock, in an amount equivalent to the Settlement Payment as it would have been calculated had the Unlock Agreement been settled immediately before the destruction or damage occurred; and

(d) To You, the balance of the proceeds, if any.

The Unlock Agreement will end upon payment in full of the amount described in Section 18.2.5(c) above.

18.2.6. In the event of loss to Unlock resulting directly from Your failure to maintain insurance at the required coverage level, or obtain a claim, Unlock shall be entitled to all remedies available under the Unlock Agreement, including, without limitation, in connection with an Event Of Default, and/or available at law or in equity.

## **19. Condemnation.**

19.1 If the Property becomes subject to a condemnation or eminent domain proceeding, You shall immediately notify Unlock in writing as to the existence of the proceeding. If the Property is condemned in whole or in part during the Term, all condemnation proceeds will be distributed as follows:

(a) To repay any reasonable costs and expenses incurred by You or Unlock in collecting and contesting the condemnation proceeds, including attorney's fees that have been approved by Unlock;

(b) If the Property was condemned in whole:

(i) To payments for extinguishing all Approved Existing Loans or Approved Subsequent Loans that have priority over the Unlock Agreement, to the extent proceeds are available;

(ii) To Unlock, in an amount equal to the Settlement Payment, to the extent proceeds are available;

(iii) To payments for extinguishing any liens that are junior to the Unlock lien, if any, to the extent proceeds are available;

(iv) To You, the balance of the proceeds, if any.

(c) If the Property was condemned in part:

(i) To the extent proceeds are available, to payments on all Approved Existing Loans or Approved Subsequent Loans that have priority over the Unlock Agreement, in each case in an amount equal to: (a) the product of: (x) the condemnation proceeds less the expenses described in Section 19.1(a); and (y) the sum secured thereby divided by the Appraised Value of the Property prior to the condemnation; or (b) if the terms of such Approved Existing Loan or Approved Subsequent Loan prescribe a different amount, the amount so prescribed thereunder;

(ii) To the extent proceeds are available, to Unlock, in an amount equal to the product of: (x) the condemnation proceeds less the expenses described in Section 19.1(a); and (y) the Unlock Percentage;



(iii) To the extent proceeds are available, to payments on any liens which are junior to the Unlock Agreement, in an amount equal to: (a) the product of: (x) the condemnation proceeds less the expenses described in Section 19.1(a); and (y) the sum secured thereby divided by the Appraised Value of the Property prior to the condemnation; or (b) if the terms of such junior lien prescribe a different amount, the amount so prescribed thereunder;

(iv) To You, the balance of the proceeds, if any.

19.2 In the case of a full condemnation, the Unlock Agreement will end upon payment to Unlock of the condemnation proceeds as described in Section 19.1(b)(ii).

19.3 In the case of a partial condemnation: (i) The Unlock Agreement will continue and Unlock will retain its rights with respect to any Property that has not been condemned; and (ii) if the payment to Unlock calculated in Section 19.1(c)(ii) is not made in full, any shortfall in such payment will be added to the future Settlement Payment to be made under the Unlock Agreement.

## **20. Arbitration.**

20.1 In the event of any inconsistencies between the terms and conditions of the Unlock Agreement (or any of them) and the terms and conditions of this Section 20, this Section 20 shall control and be binding.

20.2 OWNER AGREES THAT ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES WITH UNLOCK (INCLUDING ANY AFFILIATE, EMPLOYEE, OFFICER OR DIRECTOR OF UNLOCK IN THEIR CAPACITY AS SUCH OR OTHERWISE) ARISING OUT OF, RELATING TO, OR RESULTING FROM THE UNLOCK AGREEMENT OR THE PROPERTY, SHALL BE SUBJECT TO BINDING ARBITRATION UNDER THE ARBITRATION RULES OF JAMS, THE RESOLUTION EXPERTS (THE "RULES"), AND, BECAUSE THE UNLOCK AGREEMENT SUBSTANTIALLY AFFECTS INTERSTATE COMMERCE THE PARTIES AGREE THE UNLOCK AGREEMENT, INCLUDING ITS ENFORCEMENT IS TO BE GOVERNED BY THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1 ET SEQ.

20.3 Procedure. OWNER AGREES THAT ANY ARBITRATION WILL BE ADMINISTERED BY JAMS, THE RESOLUTION EXPERTS ("JAMS"), AND THAT A SINGLE NEUTRAL ARBITRATOR WILL BE SELECTED IN A MANNER CONSISTENT WITH JAMS' COMPREHENSIVE ARBITRATION RULES AND PROCEDURES AND JAMS POLICY ON MINIMUM STANDARDS OF PROCEDURAL FAIRNESS FOR CONSUMER ARBITRATIONS. OWNER HAS ACCEPTED JAMS RULES AND USE OF JAMS. OWNER ALSO AGREES THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES, INCLUDING ATTORNEYS' FEES AND COSTS, AVAILABLE UNDER APPLICABLE LAW, EXCEPT AS OTHERWISE SET FORTH IN THE UNLOCK AGREEMENT. OWNER UNDERSTANDS THAT UNLOCK WILL PAY FOR ANY ADMINISTRATIVE OR HEARING FEES CHARGED BY THE ARBITRATOR OR JAMS EXCEPT THAT OWNER SHALL PAY THE FIRST \$250.00 OF ANY FILING FEES ASSOCIATED WITH ANY ARBITRATION OWNER INITIATES. OWNER AGREES THAT THE ARBITRATOR SHALL ADMINISTER AND CONDUCT

ANY ARBITRATION IN A MANNER CONSISTENT WITH THE RULES AND THAT TO THE EXTENT THAT THE APPLICABLE JAMS' ARBITRATION RULES CONFLICT WITH THE RULES, THE RULES SHALL TAKE PRECEDENCE. OWNER AGREES THAT THE DECISION OF THE ARBITRATOR SHALL BE IN WRITING AND PROVIDE A CONCISE WRITTEN STATEMENT OF THE ESSENTIAL FINDINGS AND CONCLUSIONS ON WHICH THE AWARD IS BASED.

20.4 Remedy. EXCEPT AS PROVIDED BY THE RULES AND THE UNLOCK AGREEMENT, ARBITRATION SHALL BE THE SOLE, EXCLUSIVE AND ONLY PROCESS FOR ANY DISPUTE BETWEEN THE OWNER AND UNLOCK. REMEDIES THAT WOULD OTHERWISE BE AVAILABLE TO OWNER UNDER APPLICABLE FEDERAL, STATE OR LOCAL LAWS SHALL REMAIN AVAILABLE UNDER ARBITRATION, EXCEPT THAT THE ARBITRATOR WILL HAVE NO AUTHORITY TO AWARD PUNITIVE DAMAGES OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, EXCEPT AS PROVIDED FOR BY THE RULES AND THE UNLOCK AGREEMENT, NEITHER THE OWNER NOR UNLOCK WILL BE PERMITTED TO PURSUE COURT ACTION REGARDING CLAIMS THAT ARE SUBJECT TO ARBITRATION.

20.5 Availability of Injunctive Relief. BOTH PARTIES AGREE THAT ANY PARTY MAY PETITION A COURT FOR INJUNCTIVE RELIEF AS PERMITTED BY THE RULES INCLUDING, BUT NOT LIMITED TO, IF UNLOCK ALLEGES OR CLAIMS A BREACH OF THE UNLOCK AGREEMENT WHERE THE VALUE OF THE PROPERTY OR THE SETTLEMENT PAYMENT IS AT A RISK OF MATERIAL LOSS. BOTH PARTIES UNDERSTAND THAT ANY SUCH BREACH OR THREATENED BREACH OF THE UNLOCK AGREEMENT WILL CAUSE IRREPARABLE INJURY AND THAT MONEY DAMAGES WILL NOT PROVIDE AN ADEQUATE REMEDY THEREFOR AND BOTH PARTIES HEREBY CONSENT TO THE ISSUANCE OF AN INJUNCTION. IN THE EVENT EITHER PARTY SEEKS INJUNCTIVE RELIEF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE COSTS AND ATTORNEYS' FEES.

20.6 Small Claims Court. NOTWITHSTANDING THE ARBITRATION AGREEMENT ABOVE, BOTH PARTIES AGREE THAT ANY PARTY MAY SEEK REMEDIES IN SMALL CLAIMS COURT FOR DISPUTES OR CLAIMS WITHIN THE SCOPE OF SUCH COURT'S JURISDICTION, PROVIDED THE COURT'S REQUIREMENTS ARE SATISFIED.

20.7 Class Action Waiver. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR UNLOCK MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER INDIVIDUALS OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS.

## **21. Miscellaneous**

21.1 Multiple Owners. If You are more than one individual:

- (a) The Unlock Agreement must be signed by each of You;
- (b) All of You are jointly and severally liable for liabilities and obligations under the Unlock

Agreement;

- (c) Notice required to be given to You is adequate if given to any of You; and
- (d) Unlock may treat any notice received from any one of You as notice from all of You.

21.2 Revocable Trusts. If the Property is held in a Revocable Trust:

- (a) All trustees, trustors and primary beneficiaries must be disclosed in writing to Unlock prior to the Effective Date and must sign the Unlock Agreement;
- (b) All rights and powers specified for, and all actions required of, You in the Unlock Agreement that are exercised by a trustee are deemed approved and exercised by all trustees unanimously;
- (c) All trustees, trustors and primary beneficiaries, in their capacities as individuals, are jointly and severally liable with You for Your liabilities and obligations under the Unlock Agreement;
- (d) All representations and warranties by You in the Unlock Agreement are made by all trustees on behalf of the Revocable Trust and by all trustees, trustors and primary beneficiaries in their capacities as individuals;
- (e) Notice required to be given to You is adequate if given to any of the trustees;
- (f) Unlock may treat any notice received from any trustee as notice from all trustees and from You.

21.3 Notices.

21.3.1. You agree to promptly provide Unlock with written notice of any event that may have a material effect upon the Property, the value of the Property, or Unlock's rights, including but not limited to (i) the death or final divorce decree of any Owner; (ii) the death or removal of any Trustee or Trustor, as well as the appointment of any substitute or additional Trustee or Trustor; (iii) as applicable, the revocation of any *inter vivos* or living trust; (iv) environmental matters affecting the Property; (v) the commencement of any legal action involving the Property, or (vi) the occurrence of an Event Of Default.

21.3.2. All required notices must be in writing and will be considered given when delivered (i) personally, (ii) to the mailing address set forth in the attached Exhibit C by overnight delivery by a nationally recognized courier service, or (iii) by email to the email address specified for You or Unlock, as applicable, set forth in Exhibit C.

21.3.3. The following notices are deemed not given by You (or Your Estate) to Unlock until Unlock makes written confirmation of receipt to You: notices of default and notices of sale in connection with secured liens on the Property; notices of delinquency in tax or insurance payments on the Property; notices of Your death; requests for a Signatory Addition Process in accordance with Section 21.20; and notices of the commencement of legal or other action concerning the Property, or of Your bankruptcy proceedings.

21.3.4. During the term, You and Unlock each agree to provide the other with prompt notice regarding any changes to Exhibit C. Notice to You shall also be effective when delivered to any other individual whom You have designated in writing to Unlock as authorized to receive notices under the Unlock Agreement.

21.4 Unpaid Owner Obligations. Unpaid Owner Obligations, in total, are the sum of (i) any unreimbursed Protective Advances plus any unpaid Administrative Fees; (ii) any unpaid Appraisal Expenses and Inspection Expenses; and (iii) any other amounts expended by Unlock to protect its rights or the value of the Property in an Event Of Default.

21.5 Tax Benefits. Unlock is not entitled to any tax advantages that You benefit from relating to the Property, including, without limitation, all available deductions for taxes and mortgage interest paid by You.

21.6 Voluntary Release by Unlock. Unlock may voluntarily rescind its rights under the Unlock Agreement in writing at any time, in which case Unlock will affect a full release of the Unlock Agreement, and You may keep the Investment Payment and have no further obligation to Unlock. It is possible that such voluntary release could result in a tax obligation to You. You acknowledge that You have had the opportunity to discuss this risk with Your tax advisor and/or accountant.

21.7 Release of Security Instrument. The Exchange Agreement shall remain in full force and effect subject to the terms and conditions herein in the event Unlock voluntarily releases the Security Instrument on Your Property.

21.8 Successors and Assignees.

21.8.1. Unlock may assign, participate, hypothecate, securitize or sell, in whole or in part, the Unlock Percentage and/or Unlock's right and title to, and interest in the Unlock Agreement at any time and to any person or entity without prior notice to, or consent of, You. In connection with any such transaction, You agree and consent that Unlock may in its discretion disclose any and all documents and information in its possession relating to You and the Property, including without limitation, "return information" as such term is defined under the Internal Revenue Code (Title 26 of the United State Code), such as tax transcripts, subject to its assignee's agreement to continue to observe Unlock's policies regarding privacy and disclosure of personal and financial information and applicable privacy laws. Upon such assignment, Unlock's assignee, such other future assignee, shall automatically have all the rights and remedies of Unlock under the Unlock Agreement. Unlock and You shall execute and deliver in recordable form, if requested, at Unlock's expense, such other documents as are appropriate to reflect the assignment of the Unlock Agreement. You agree to cooperate with such assignee and execute such additional documents as may be necessary to ensure assignee's interest in the Unlock Agreement. Unlock, or its successors and assigns, shall notify You no later than 60 days after the effective date of any such assignment.

21.8.2. Absent Unlock's prior written consent, which consent may be withheld in Unlock's discretion, You may not assign or otherwise transfer the Unlock Agreement. In the event of an assignment of the Unlock Agreement pursuant to this paragraph the original Owner, jointly and severally with the additional

Owner, shall continue to remain liable under the Unlock Agreement, and such assignment will not trigger a Settlement Event. You shall be liable for all costs and expense incurred by Unlock related to such assignment.

21.8.3. The Unlock Agreement shall be binding upon and insure to the benefit of Owner and Unlock and their respective heirs, successors and assignees. If You die, the Unlock Agreement shall be binding on Your Estate. Your death shall not terminate the Unlock Agreement. Nothing in this Section 21.8.3 shall permit assignment by You or Your Estate of the Unlock Agreement contrary to the express provisions of the Unlock Agreement.

21.9 Right to Obtain or Disclose Certain Information. Subject to applicable laws, Unlock may obtain certain personal and financial information as necessary to maintain the Unlock Agreement, including Your credit report histories or current balances and payoff amounts of loans secured by the Property. Subject to applicable laws, and consistent with Unlock's Privacy Policy, a copy of which has been provided to You, Unlock may share certain personal and financial information about the Unlock Agreement with affiliates, subsidiaries, investors, assignees and those with which it may intend to conduct business. This information includes, without limitation, the address and general location of the Property, Property Appraisal reports and other valuations of the Property, and the financial terms of the Unlock Agreement.

21.10 Covenants to Run with Land. The provisions of the Unlock Agreement are deemed to be covenants running with the land as reflected in the Security Instrument. The interpretation of the phrase "covenants running with the land" shall be within the meaning of the applicable law of the state where the Property is located so as to give it the broadest possible application.

21.11 Indemnification. You hereby agree to indemnify, defend and hold Unlock, its affiliates and their respective directors, officers, agents and employees harmless from, and against, any and all claims, damages, liabilities, actions and expenses (including, without limitation, attorneys' fees and costs) (collectively "Losses") arising out of or relating to: (i) a breach of any of Your covenants, representations or warranties under the Unlock Agreement; (ii) any act or omission by You or Your agents; (iii) the Property; or (iv) the use of electronic or digital signatures and electronic methods of submission with respect to this Unlock Agreement and any documents or notices delivered pursuant to this Unlock Agreement or the related documents, including the risk of Unlock acting on unauthorized instructions, and the risk of interception and misuse by third parties. You will not, without Unlock's prior written consent, which shall not be unreasonably withheld, settle or compromise any claim, action or proceeding or consent to the entry of any judgment regarding which indemnification is owed to Unlock. The indemnification provided by You herein shall be with respect to Losses involving third parties and Losses between You and Unlock. Without limiting Your indemnification obligation, in no event will Unlock's aggregate liability arising out of or related to the Unlock Agreement or the Property exceed the Investment Payment.

21.12 Delegation of Duties. Unlock may execute any of its duties under the Unlock Agreement by or through agents. Unlock is entitled to advice of counsel concerning all matters pertaining to such duties and any actions taken on the basis of advice from counsel will be deemed to have been taken in good faith. Unlock will not be responsible for the negligence or misconduct of any agent that Unlock selects.

21.13 Relationship. Unlock shall not be deemed a partner, joint venturer, trustee, agent, representative, lender or fiduciary with, or of, You. You expressly waive any claims against any of Unlock's agents, assignees, affiliates, employees, directors or funding sources.

21.14 Applicable Law and Venue. The Unlock Agreement will be governed by the law of the state in which the Property is located. Any lawsuit or arbitration arising directly or indirectly out of the Unlock Agreement will be contested in the venue where the Property is located. EACH PARTY IRREVOCABLY APPOINTS THE INDIVIDUAL(S) IDENTIFIED ON EXHIBIT C TO RECEIVE NOTICES ON ITS/ HIS/HER BEHALF, AS ITS AGENT FOR SERVICE OF ALL PROCESS IN ANY ARBITRATION OR LAWSUIT, WITH REGISTERED MAIL SERVICE AGREED TO BE BINDING IN EVERY RESPECT. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

21.15 Waiver of Jury Trial. YOU AND UNLOCK HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY AND ALL RIGHTS EACH MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THE UNLOCK AGREEMENT, OR ANY OTHER DOCUMENTS AND INSTRUMENTS EXECUTED IN CONNECTION HERewith.

21.16 Further Assurances. The parties agree to correct any error or inaccuracy in the Unlock Agreement to ensure that such documents reflect the true and correct terms upon which the parties agreed to enter into and to replace any missing or misplaced documentation, to confirm and restate any authorities granted hereunder to the extent such authority is impacted by a change in any law, rule or regulation, and to execute and deliver any instruments and take any action reasonably necessary or desirable in order to implement the provisions and otherwise to affect the intent and purposes of the Unlock Agreement.

21.17 Severability. Each provision of the Unlock Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid or unenforceable, such adjudication shall not affect, impair, invalidate, or nullify the remainder of the Unlock Agreement, but shall only affect that provision.

21.18 Waivers. A waiver by Unlock of a breach of any term in the Unlock Agreement by You will not be considered (i) a waiver of a further breach of the same term, or (ii) a waiver of a breach of any other term, or (iii) a waiver of Unlock's right to declare an immediate or subsequent default.

21.19 No Third-Party Beneficiaries. The Unlock Agreement is entered into for the protection and benefit of Unlock and Owner and their respective successors and permitted assigns. No other Person will have any rights, remedies or recourse under the Unlock Agreement.

## 21.20 Additional Signatories.

(a) If You should marry or remarry or enter into a civil union or registered domestic partnership after the Effective Date, and Your new spouse or domestic partner, as applicable, is added on the title to the Property or otherwise has an interest in the Property under applicable law, or if Your spouse or domestic partner that was not on title to the Property as of the Effective Date is subsequently added on the title to the Property (a “New Owner”), Unlock recommends that such New Owner promptly become a “New Signatory” to the Unlock Agreement during Your lifetime in accordance with the provisions of Section 21.20(d). You acknowledge and agree that no person can become a New Signatory to Your Unlock Agreement unless they are Your spouse or registered domestic partner and they are added on title to the Property.

(b) Upon the death of the Last Surviving Signatory, if there is a surviving spouse or domestic partner of the Last Surviving Signatory and/or an Eligible Lineal Descendent of the Last Surviving Signatory that intends to use the Property as Principal Residence and is or becomes an owner of the Property (each, a “Successor Owner”), each such Successor Owner may become a “Replacement Signatory” to the Unlock Agreement if they can satisfy the eligibility requirements of Section 21.20(c), in which case the Unlock Agreement will continue in accordance with its terms and no Settlement Event or Owner Death Settlement Event shall be deemed to have occurred. “Eligible Lineal Descendant” shall mean a natural person who is: (i) at least eighteen (18) years old; and (ii) a “direct line” descendant to the Last Surviving Signatory, such as child, grandchild, great-grandchild and so on as determined in accordance with applicable state law. For the avoidance of doubt, a “collateral” descendant such as a brother, sister, aunt or uncle is not a “direct line” descendant.

(c) A Successor Owner shall be eligible to become a Replacement Signatory if they satisfy all of the following requirements:

(i) The Successor Owner must be the sole current owner of the property, or if there is more than one Successor Owner intending to become a Replacement Signatory, all such Successor Owners collectively must currently own 100% of the property.

(ii) The Successor Owner must be a “U.S. person” as defined under Section 7701(a)(30) under the Internal Revenue Code.

(iii) The Successor Owner must apply to Unlock in writing to request a Signatory Addition Process in accordance with Section 21.20(d) and complete the Signatory Addition Process within 120 days of the death of the Last Surviving Signatory.

(d) A New Owner can become a “New Signatory” to the Unlock Agreement and an eligible Successor Owner can become a “Replacement Signatory” to the Unlock Agreement by completing all of the following requirements (a “Signatory Addition Process”):

(i) Executing, acknowledging and delivering the Unlock Agreement and all and every such further act, deed, conveyance, deed of trust, mortgage, assignment, notice of assignments, transfer and

assurance as Unlock may reasonably require (and fully cooperating, or procuring cooperation with, all filings and recordings as Unlock may reasonably require) in each case to protect its rights and interest under the Unlock Agreement including, without limitation, Unlock's interest in the Property.

(ii) Executing the same disclosures and participating in the same product education as a new applicant.

(iii) Qualifying for the Unlock Agreement under the same underwriting requirements as a new applicant.

(iv) Ensuring maintenance of required property insurance coverages as described in Section 18.1.

(v) Paying the Unlock Administrative Fee and any related third-party expenses.

(e) You hereby acknowledge that: (i) Unlock has recommended that any New Owner should become a New Signatory to the Unlock Agreement during your lifetime, and that any eligible Successor Owner who so desires should become a Replacement Signatory to the Unlock Agreement upon your death; (ii) You are solely responsible for contacting Unlock and requesting a Signatory Addition Process for any New Owner during Your lifetime, and Unlock shall have no liability for Your failure to do so; (iii) Unlock has recommended that You inform, during Your lifetime, any potential Successor Owner about the process to become a Replacement Signatory should they desire to do so, and the requirement to contact Unlock to request a Signatory Addition Process upon Your death, and any such Successor Owner is solely responsible for contacting Unlock, requesting a Signatory Addition Process and completing such Signatory Addition Process in accordance with the time limitation specified in Section 21.20(c), and Unlock shall have no liability for their failure to do so; and (iv) Upon completion of any Signatory Addition Process, any New Signatory or Replacement Signatory will be subject to all of the provisions of the Unlock Agreement, including the Expiration Date as set forth in the Table of Key Terms; and (v) if no New Owner or Replacement Owner becomes a signatory to the Unlock Agreement in accordance with the provisions of this Section 21.20, Your death shall be deemed a Settlement Event in accordance with Section 1.8.2 and Section 4.

21.21 Subordination of Homestead and Waivers. If You have acquired or acquire in the future an estate of homestead in the Property, You agree, to the greatest extent permitted by applicable law, that such homestead estate is subject to all of Unlock's rights under and subordinated in all respects to the Security Instrument and Exchange Agreement, and any amounts due under the Unlock Agreement, and to all extensions and modifications of the Unlock Agreement.

21.22 Injunction. Notwithstanding anything to the contrary in the Unlock Agreement or otherwise, if Unlock is stayed or enjoined from enforcing any of its rights under the Unlock Agreement, then any deadline or notice period prescribed in the Unlock Agreement is automatically stayed for the duration of such stay, injunction or legal prohibition.

21.23 Entire Agreement. The Unlock Agreement and its Exhibits and attachments and any other



documents executed at the Closing contain the entire understanding between the parties.

21.24 Titles. Titles are inserted in the Unlock Agreement for reference purposes only and must not be used to interpret the Unlock Agreement.

21.25 Counterparts. The Unlock Agreement and its attachments may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same Unlock Agreement. You and Unlock intend that faxed signatures and electronically imaged signatures such as .pdf files shall constitute original signatures and are binding on all parties. You and Unlock further agree that the Unlock Agreement and any other documents to be delivered in connection herewith may be electronically signed using any electronic process or digital signature provider as specified in writing by Unlock to You, and that any electronic signatures appearing on the Unlock Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

21.26 Survival. The indemnification provisions, obligations to pay any Unpaid Owner Obligations, obligations to pay Closing Costs, all covenants, representations and warranties of You, and all other provisions which are required by their terms to be enforceable following expiration or termination, including, without limitation, provisions prescribing monetary remedies, fees, costs and expenses owed by You in connection with any Event Of Default or any Offered Value as described in Section 3.1(d) or Section 6.6 will, in each case, survive for three years after the end of the Unlock Agreement.

21.27 Real Estate Transfer Tax. If any Conversion is deemed to be subject to real estate transfer tax imposed by the state, or other municipality or other local jurisdiction in which the Property is located (collectively, "Transfer Tax"), You shall be solely responsible for all Transfer Tax due and shall cooperate with Unlock in the preparation, execution and delivery to all appropriate taxing authorities of any tax returns or affidavits that are required to be prepared in connection with the Conversion and remittance of the appropriate Transfer Tax. Unlock and You further agree that, in connection with any Conversion, Unlock does not assume any liability for, and expressly disclaims, any obligation to pay any mortgage indebtedness on the Property. Notwithstanding the foregoing, Unlock may, in its sole discretion, pay any Transfer Tax on Your behalf and any such payment shall be considered a Protective Advance.

### South Carolina Appendix

If as a result of Owner's breach of any provision of the Exchange Agreement Unlock elects to foreclose on the Property pursuant to the Security Instrument, Unlock may at its option declare any and all Liquidated Damages as Unlock's sole and exclusive remedy and relief under the Exchange Agreement, where "Liquidated Damages" is calculated as an amount equal to the sum of (i) the Settlement Payment as calculated pursuant to the Exchange Agreement , (ii) in connection with Owner's failure to make any monetary payment, the sum of all monetary obligations owed to Unlock by Owner under the Exchange Agreement, and (iii) any and all amounts, properly chargeable to Owner as necessary to satisfy Owner's obligations under the Exchange Agreement with respect to Owner's mortgage, tax and insurance obligations on the Property, including late fees, reinstatement fees and other amounts. UNLOCK AND OWNER ACKNOWLEDGE THAT THE ACTUAL DAMAGES TO UNLOCK WHICH WOULD RESULT FROM OWNER'S BREACH OF ANY PROVISION OF THE EXCHANGE AGREEMENT WOULD BE EXTREMELY DIFFICULT TO CALCULATE OR ESTABLISH ON THE DATE OF THE EXCHANGE AGREEMENT. IN ADDITION, OWNER DESIRES TO HAVE A LIMITATION PUT UPON OWNER'S POTENTIAL LIABILITY TO UNLOCK IN THE EVENT OF SUCH BREACH BY OWNER. BY PLACING THEIR INITIALS IN SPACES HEREINAFTER PROVIDED, UNLOCK AND OWNER SPECIFICALLY ACKNOWLEDGE AND AGREE, AFTER NEGOTIATION BETWEEN UNLOCK AND OWNER, THAT THE AMOUNT OF THE LIQUIDATED DAMAGES CONSTITUTES REASONABLE COMPENSATION TO UNLOCK FOR SUCH BREACH BY OWNER AND SHALL BE DISBURSED TO AND RETAINED BY UNLOCK AS LIQUIDATED DAMAGES IN THE EVENT OF SUCH BREACH BY OWNER.

Initials of Owner:

\_\_\_\_\_ KM

Initials of Unlock:

\_\_\_\_\_ *UM*

BY INITIALING BELOW, OWNER EXPRESSLY (A) WAIVES ANY RIGHTS IT MAY HAVE UNDER ANY APPLICABLE LAW TO TERMINATE AND REPURCHASE THE EXCHANGE AGREEMENT, WITHOUT ANY FEE OR PENALTY, UPON ANY SUCH TERMINATION AND REPURCHASE OF THE EXCHANGE AGREEMENT, AND (B) AGREES THAT IF, FOR ANY REASON, ANY TERMINATION AND REPURCHASE OF THE EXCHANGE AGREEMENT IS MADE OR THE SETTLEMENT PAYMENT IS OTHERWISE DUE AND OWING, THEN OWNER SHALL BE OBLIGATED TO PAY UNLOCK THE CALCULATED SETTLEMENT PAYMENT AND OWNER AGREES THAT UNLOCK'S PAYMENT OF THE INVESTMENT PAYMENT SET FORTH IN THE EXCHANGE AGREEMENT CONSTITUTES ADEQUATE CONSIDERATION FOR THIS WAIVER AND AGREEMENT.

Initials of Owner:

\_\_\_\_\_ KM

[Unlock Exchange Agreement signature page]

**READ THIS DOCUMENT CAREFULLY BEFORE SIGNING IT. ENFORCEMENT OF THE TERMS OF THE EXCHANGE AGREEMENT MAY RESULT IN THE SALE AND LOSS OF YOUR PROPERTY. ALL PRIOR ORAL, ELECTRONIC AND WRITTEN COMMUNICATIONS AND AGREEMENTS FROM OR WITH UNLOCK AND/OR UNLOCK'S AGENT(S), INCLUDING ALL CORRESPONDENCE, OFFER LETTERS, TERM SHEETS, PRINTED MATERIALS, DISCLOSURES, AND THE PRODUCT GUIDE ARE MERGED INTO AND SUPERSEDED AND REPLACED BY THE EXCHANGE AGREEMENT, AS APPLICABLE.**

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Unlock Forward Sale Option and Exchange Agreement as of the Effective Date.

**UNLOCK PARTNERSHIP SOLUTIONS INC.:**

By: Amy Marsili

Title: Vice President

Date: May 25, 2025

\_\_\_\_\_

Name: Kevin McClendon

Date: \_\_\_\_\_

## ACKNOWLEDGMENT

STATE OF South Carolina )  
 )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ (date) by Kevin McClendon (name of person acknowledged).

Signature of Person Taking Acknowledgment

\_\_\_\_\_(SEAL)  
 NOTARY PUBLIC FOR \_\_\_\_\_  
 MY COMMISSION EXPIRES: \_\_\_\_\_  
 Title or Rank: \_\_\_\_\_  
 Serial Number (if any): \_\_\_\_\_

**EXHIBIT A**

**PROPERTY DESCRIPTION**

That certain real property situated in the City of Lexington, County of LEXINGTON, State of South Carolina described as follows:

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, fronting on Knotts Road and being more particularly shown and delineated as Lot 17 of Long Pond Estates, Phase One on a plat prepared by Belter and Associates, Inc. dated September 24, 1999 and recorded in Plat Slide 545, Page 6, and further by plat prepared by Arthur J. Weed, PLS for John W. Boatwright dated April 6, 2001 and recorded in Book 6299, Page 48, in the office of the Register of Deeds for Lexington County; reference being made to said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

This conveyance is being made subject to restrictions, covenants and easements as recorded in Book 5658 at Page 255, and as may later be amended, in the Office of the Register of Deeds for Lexington County, South Carolina.

This being the same property conveyed to Kevin McClendon by Deed from Fannie Mae a/k/a Federal National Mortgage Association recorded on July 19, 2005 at Instrument 2005037877 Book 10302, Page 61 among the Lexington County Real Property Records.

APN: 00753801027

[End of legal description]

## **EXHIBIT B**

### **UNLOCK CONVERSION AGREEMENT**

This Unlock Conversion Agreement (“Conversion Agreement”) is made between the homeowner(s) set forth on the signature page attached hereto under the heading of “Owner” (“Owner” or “You” or “Your”) and Unlock Partnership Solutions Inc., a Delaware corporation, with its principal offices at 1230 W. Washington Street, Suite 310, Tempe, AZ 85288, and its successors and assigns (“Unlock”), as of [Conversion Agreement Effective Date] (“Conversion Effective Date”).

WHEREAS, You and Unlock entered into that certain Forward Sale Option and Exchange Agreement dated and effective as of May 25, 2025 (“Exchange Agreement”), secured by Your property located at 351 Knotts Cir, Lexington, SC 29073 and any improvements thereon (“Property”), whereby You sold, transferred and conveyed to Unlock the right to receive 57.47 percent, or 62.26 percent when the Investment Property Premium applies (“Unlock Percentage”) of the future value of the Property.

WHEREAS, under the Exchange Agreement Unlock has an option to elect to convert the Unlock Percentage to an undivided fee simple ownership percentage in the Property (“Conversion”) equal to the Unlock Percentage, upon the occurrence of certain defined events, as set forth in the Exchange Agreement (“Settlement Event”).

WHEREAS, a Settlement Event has occurred and Unlock has elected to exercise its option to a Conversion.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, You and Unlock agree as follows:

#### **1. Conversion Terms.**

a. Unlock and You agree that the Unlock Percentage shall convert into an undivided fee simple ownership percentage in the Property, equal to the Unlock Percentage (“Unlock Ownership Percentage”).

b. Within [x] days of the Conversion Effective Date, Unlock shall select an escrow agent in order to conduct the Conversion. Unlock shall provide the escrow agent with instructions for the Conversion closing. You and Unlock shall agree to a Conversion closing date not later than [x] days from the Conversion Effective Date (“Conversion Closing Date”). You agree to pay all fees, costs and charges in connection with completing the Conversion.

c. You shall transfer and convey the Unlock Ownership Percentage to Unlock by executing a deed, the form of which is determined by Unlock, in accordance with applicable law. You agree to cooperate and execute all other documentation on or prior to the Conversion Closing Date which Unlock deems necessary to complete the Conversion.

d. After the Conversion Closing Date and upon confirmation that Unlock’s ownership has been recorded on title, Unlock will take the necessary steps to release its lien on the Property.

e. On and after the Conversion Closing Date, You and Unlock will be co-owners of the Property, with the form of such co-ownership determined by Unlock.

f. Unlock agrees that You shall continue to have the right to remain in possession and reside in

the Property until the Property is sold or transferred, as set forth in the Exchange Agreement. On and after the Conversion Effective Date, You shall not enter into a new lease, renew or extend an existing lease, or otherwise rent the Property or any part of the Property.

g. On and after the Conversion Effective Date, You agree that You shall remain responsible for all liabilities, costs, charges and any other amounts related to the ownership of the Property, including, without limitation, mortgage loan payments, property taxes, assessments, maintenance, insurance and premises liability. Unlock shall have no liability nor responsibility for any of these items or payment therefor, and You agree that You shall not seek payment of such amounts by Unlock. You agree to defend, indemnify and hold Unlock harmless from all third-party claims directly or indirectly related in any way to such items. The indemnification provided by You herein shall be with respect to losses involving third parties and losses between You and Unlock.

## **2. Miscellaneous.**

a. This Conversion Agreement will be governed by the law of the state in which the Property is located. Any lawsuit or arbitration arising directly or indirectly out of this Conversion Agreement will be contested in the venue where the Property is located.

b. You understand that by entering into this Conversion Agreement You are transferring a portion of the ownership of Your Property to Unlock. You have consulted with Your tax, legal, financial and estate planning advisors regarding the consequences of the Conversion.

c. The Exchange Agreement and related Security Instrument shall remain in full force and effect in accordance with the terms and conditions thereof.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Unlock Conversion Agreement as of the Conversion Effective Date.

### **UNLOCK PARTNERSHIP SOLUTIONS INC.: OWNER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ACKNOWLEDGMENT

STATE OF South Carolina )  
 )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ (date) by Kevin McClendon (name of person acknowledged).

Signature of Person Taking Acknowledgment

\_\_\_\_\_(SEAL)

NOTARY PUBLIC FOR \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

Title or Rank: \_\_\_\_\_

Serial Number (if any): \_\_\_\_\_



**EXHIBIT C**

**NOTICE ADDRESSES**

Notice shall be effective when made in writing to the addresses below:

| <b>UNLOCK:</b>  | <b>OWNER:</b>   |
|---|---|
| Unlock Partnership Solutions Inc.<br>Attention: Asset Management<br>1230 W. Washington Street, Suite 310<br>Tempe, AZ 85288<br><b>Email:</b> support@unlock.com | Kevin McClendon<br>351 Knotts Cir<br>Lexington, SC 29073<br><b>Email:</b> kevinmcclendon@windstream.net |

**EXHIBIT E**

**ADMINISTRATION FEE SCHEDULE**

|   |   |
|---|---|
| <b>Processing changes to Title:</b>   | <b>\$300.00</b>                                 |
| Addition or removal of <b>Unlock Agreement</b> signatory                        |   |
| Other changes to Title including change of Title to Trust                       |   |
| <b>Processing Protective Advances made by Unlock (per advance) due to:</b>      | <b>\$250.00</b>                                 |
| Non-payment of property insurance, property taxes, mortgage or other obligation |   |
| Deferred maintenance  |   |
| <b>Processing Subordination Requests:</b>                                       | <b>\$300.00</b>                                 |
| <b>Recording and Reconveyance (per document):</b>                               | <b>\$75.00</b>                                  |
| Release of lien   |   |
| Quitclaim deeds   |   |
| Other requested release documentation   |   |
| <b>Processing an Owner Buyout or Partial Buyout:</b>                            | <b>\$500.00</b>                                 |
| <b>Processing a Permitted Sale:</b>   | <b>\$500.00</b>                                 |
| <b>Administering an Event Of Default</b>  | <b>\$500.00 -<br/>\$3500.00<br/>(estimated)</b> |

In addition to the fees itemized above, other actual, necessary, bona fide, reasonable, out-of-pocket fees and costs, customary to the area, which are paid by Unlock to third parties (including persons and entities retained by Unlock) may be charged to Owner from time to time during the Term or upon a Settlement Event, including fees and costs related to title, legal, recording, and appraisal, whether incurred in connection with an Event Of Default, a Settlement Event, or otherwise.

The above listed fees are estimates based on the current costs of the service provided. These fees are subject to change as the costs of providing any such services change. If a fee has changed at the time Owner requests any one of the above services, a disclosure of the then-current charge will be provided to Owner. Please note that additional fees for expediting requests may apply.

The range of Administrative Fees which may be charged by Unlock in connection with its administering an Event Of Default is an estimate only, given the difficulty of actually predicting the cost. As a result, the actual amount of such Administrative Fees may vary depending on the duration, and difficulty of resolution, of any given Event Of Default and may significantly exceed the estimate given here. Under no circumstances, however, shall Unlock charge any Administrative Fees in connection with an Event Of Default unless they are customary, reasonable, bona fide and actually incurred.

## **EXHIBIT F**

### **GLOSSARY OF TERMS**

Administration Fees are reasonable fees that may be charged to You by Unlock to perform various services during the Term, as described in Section 15.1.

Annualized Cost is the annualized percentage cost of the Investment Payment over the Term, as described in Section 10.

Annualized Cost Limit is a percentage cap on the Annualized Cost, as set forth in the Table of Key Terms and described in Section 10.

Appraised Value is the dollar value of the Property as described in Section 8.5.

Approved Existing Loans are any pre-existing loans, as of the Effective Date, known to and approved by Unlock as described in Section 12.

Approved Subsequent Loans is a “rate/term refinance” loan secured by a lien on the Property that is senior to the Unlock lien, approved by Unlock and originated after the Effective Date, as described in Section 12.

Closing Costs are costs incurred in connection with the origination of the Unlock Agreement, any Permitted Sale or other sale of the Property, an Owner Buyout or a Partial Buyout, including, without limitation, recording fees and costs, credit reports, reconveyance fees, escrow fees, title report and insurance fees, federal, state, local and documentary transfer taxes, and real estate broker and other sales commissions.

Conversion is Unlock's option to elect to convert its Unlock Percentage to an undivided fee simple ownership percentage in the Property equal to the Unlock Percentage upon the occurrence of a Settlement Event as described in Section 1.3.3.

Deferred Maintenance is any repair items, defects or conditions, or damage to the Property or its title which either existed as of the Effective Date or which occurred or developed during the Term, as described in Section 7.2.

Effective Date is the date of origination of the Unlock Agreement, as set forth in the Table of Key Terms.

Ending Home Value is the value of the Property at the time of a Settlement Event or Partial Buyout. It typically equals the Gross Sale Price if the home is being sold as described in Section 2.1(g). It is determined by a Property Appraisal if the home is not being sold as described in Section 8.5.

Escrow Agent is a title company or neutral third-party settlement agent, title agent or attorney closing firm reasonably acceptable to Unlock that closes or settles transactions contemplated under the Unlock Agreement.

Event Of Default is a breach of the terms of the Unlock Agreement by You, as described in Section 16.

Exchange Rate is a multiplier used to price Your Unlock Agreement, as set forth in the Table of Key Terms.

Expiration Date is the date upon which Your Unlock Agreement expires, as set forth in the Table of Key Terms. Reaching the Expiration Date is a Settlement Event, as described in Section 5.

Gross Sale Price is the gross price agreed upon by You and a new third-party buyer when the Property is being sold, as described in Section 2.1(g).

Improvement Adjustment is an adjustment to Ending Home Value that may be made so that Unlock does not share in any Property value attributable to Property improvements made by You during the Term, as described in Section 7.1.

Investment Payment is the gross cash payment paid to You by Unlock at origination, as set forth in the Table of Key Terms.

Investment Percentage is the Investment Payment expressed as a percentage of Starting Home Value, as set forth in the Table of Key Terms.

Investment Property Premium is a premium that permanently increases the Unlock Percentage, as set forth in the Table of Key Terms, if Occupancy changes as described in Sections 14.3 and 14.4.

Last Surviving Signatory is the last surviving individual who is a signatory to the Unlock Agreement, including any signatory added after the Effective Date in accordance with Section 21.20.

Maintenance Addendum is an addendum to the Unlock Agreement (see Exhibit G) whereby Unlock reserves for a Maintenance Adjustment certain Deferred Maintenance items identified as of the Effective Date, as described in Section 7.2.

Maintenance Adjustment is an adjustment to Ending Home Value that may be made so that Unlock does not share in any loss in Property value attributable to conditions that existed as of the Effective Date or Your failure to properly maintain the Property during the Term, as described in Section 7.2.

Maximum Unlock Share is the greatest amount the Unlock Share can be when determining the Settlement Payment or Partial Settlement Payment, as described in Section 10.

New Owner is an individual who was not an owner of the property upon the Effective Date, but during the lifetime of an original Signatory is or becomes an owner of the Property or otherwise has an ownership interest in the Property, as described in Section 4.4.

New Signatory is an individual who becomes a Signatory to the Unlock Agreement during the lifetime of an original Signatory, as described in Section 21.20(a).

Non-Distressed Sale is a remedy to a foreclosure action by a mortgage lender, tax authority or other lien holder that Unlock, in its discretion, may offer to You. It is intended to result in a non-distressed sale of the Property and protect Your and Unlock's interest therein, as described in Section 17.8.

Non-Owner Occupants are residents of legal age who occupy the Property but who are not signatories to the Unlock Agreement, as described in Section 11.9.

Offered Value is the gross amount of any pending written offer for the purchase of the Property, as described in Sections 3.1(d) and 6.6.

Origination Fee is a fee charged to Owner by Unlock at closing to offset some of the processing and administrative costs of the Unlock Agreement, as set forth in the Table of Key Terms.

Owner Buyout is a Settlement Event in which You choose to buy Unlock out in accordance with the provisions of Section 3.

Owner Death Settlement Event is a Settlement Event triggered by the death of the Last Surviving Signatory where no person becomes a Replacement Signatory, as described in Section 4.6.

Partial Buyout is similar to an Owner Buyout in which You choose to buy out only a portion of the Unlock Agreement, as described in Section 6.

Partial Settlement Payment is the payment Unlock will receive from a Partial Buyout as described in Section 6.4.

Partial Unlock Share is the portion of the Unlock Share You choose to buy out in a Partial Buyout as described in Section 6.4.

Permitted Encumbrances are all licenses, easements, or other title restrictions to the Property that are approved by Unlock, as described in Section 11.2.

Permitted Sale is a Settlement Event in which You sell the Property in accordance with the provisions of Section 2.

Property Appraisal is an independent determination of Property value as described in Section 8.

Property Inspection is an independent determination of Property condition as described in Section 9.

Protective Advances are payments made or expenses incurred by Unlock on Your behalf, as described in Section 17.12.

Replacement Signatory is an individual who becomes a Signatory to the Unlock Agreement after the death of the Last Surviving Signatory, as described in Section 4.4 and in accordance with Section 21.20.

Secured Obligation is an obligation secured by a lien on the Property, as described in Section 11.3.

Settlement Date is the date the Unlock Agreement is terminated and settled in accordance with its terms.

Settlement Event is an event which leads to the termination and settlement of the Unlock Agreement, as described in Section 1.8.2.

Settlement Payment is the payment Unlock will receive from a Settlement Event, as described in Section 1.8.1.

Settlement Statement is a statement provided by Unlock to You (or Your Estate) and Escrow Agent in

connection with a Settlement Event.

Sharable Value is the adjusted Ending Home Value used to calculate the Unlock Share, as described in section 1.8.1.

Signatory is any individual who is a signatory to the Unlock Agreement.

Signatory Addition Process is a process under which a New Owner can become a New Signatory to the Unlock Agreement or an eligible Successor Owner can become a Replacement Signatory to the Unlock Agreement, as described in Section 21.20(d).

Starting Home Value is the value of the Property determined by Unlock and agreed to by You as of the Effective Date, as set forth in the Table of Key Terms.

Successor Owner is an individual who was not an owner of the Property upon the Effective Date but after the death of the Last Surviving Signatory is or becomes a title holder of the Property or otherwise has an ownership interest in the Property, as described in Section 4.4.

Term is the period of time between the Effective Date and the Settlement Date.

Unlock Percentage is the percentage of the Property's future value that Unlock will share, subject to permanent increase when the Investment Property Premium applies, as set forth in the Table of Key Terms.

Unlock Share is the dollar amount of Unlock's percentage share of the Sharable Value to be received from a Settlement Event, as described in section 1.8.1.

Unpaid Owner Obligations are the total of any unpaid or unreimbursed Administrative Fees or Protective Advances, Appraisal Expenses, Inspection Expenses and other amounts expended by Unlock to protect its rights or the value of the Property, as described in Section 21.4.

Your Estate is the person or persons who will acquire legal title to Your interest in the Property and will be subject to Your obligations under the Unlock Agreement on account of Your death as described in Section 4. Depending on the terms of Your estate plan or if You do not have an estate plan, Your Estate may include but is not limited to the executor(s), administrator(s) or personal representative(s) of Your Estate, if Your interest in the Property will pass to such executor(s), administrator(s) or personal representative(s) on account of Your death, or the successor trustee(s) of Your revocable living trust if Your interest in the Property will pass pursuant to Your revocable living trust to such successor trustee(s) on account of Your death, or the person who is a beneficiary under a revocable transfer on death deed or its equivalent under applicable state law if Your interest in the Property will pass to such beneficiary on account of Your death.