

# Unofficial Document

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To:

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

Exchange Agreement ID: 30271358709812

## PERFORMANCE DEED OF TRUST AND FIXTURE FILING

C-AZ939072      THOMAS E. GARRITY, A UNMARRIED MAN  
                        in both his/her individual capacity  
                        as Grantor(s) and Owner(s)

to

ClearEdge Title, Inc

as Trustee

for the benefit of

UNLOCK HOMEOWNERSHIP SOLUTIONS INC.,  
a Delaware corporation,  
as Beneficiary

NOVEMBER 22, 2025

This PERFORMANCE DEED OF TRUST AND FIXTURE FILING, together with any riders hereto ("Performance Deed of Trust"), is made as of NOVEMBER 22, 2025 ("Effective Date"), among THOMAS E. GARRITY, A UNMARRIED MAN as grantor ("Grantor") and UNLOCK HOME OWNERSHIP SOLUTIONS INC., a Delaware corporation, and its successors and assignees, as beneficiary ("Beneficiary"). CLEAREDGE TITLE, INC is the trustee ("Trustee") under this Performance Deed of Trust. The term Trustee includes any successors and substitute trustees.

## RECITALS

A. This Performance Deed of Trust is given to secure performances and obligations of THOMAS E. GARRITY, A UNMARRIED MAN ("Owner") in connection with the execution of that certain Forward Sale Option and Exchange Agreement ("Exchange Agreement") which is hereby incorporated into this Performance Deed of Trust as if set forth in full, and entered into by and between Owner and Beneficiary, pursuant to which Owner (a) grants and conveys to Beneficiary 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 MARICOPA, State of Arizona, as more particularly described in Schedule A attached hereto and incorporated herein by this reference, and commonly known as 14847 S FOXTAIL LN, PHOENIX, AZ 85048 ("Real Property"), and (b) agrees that upon the occurrence of certain events under the Exchange Agreement, Beneficiary 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 Beneficiary, Beneficiary paid to Owner a payment amount equal to ONE HUNDRED AND THIRTY-FIVE THOUSAND Dollars (\$135,000.00) (the "Investment Payment"), subject to the terms and conditions of the Exchange Agreement. Terms not otherwise defined in this Performance Deed of Trust shall have such meaning as defined in the Exchange Agreement.

B. Beneficiary 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 Deed of Trust is given pursuant to the Exchange Agreement, and payment, fulfillment, and performance of the obligations due under the Exchange Agreement and certain other ancillary documents executed by Owner and Beneficiary concurrently herewith (which documents, together with this Performance Deed of Trust are collectively termed the "Transaction Documents") are secured by this Performance Deed of Trust 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, Beneficiary 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 Deed of Trust 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 as to Beneficiary, 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 in Trust.** GRANTOR DOES HEREBY IRREVOCABLY mortgage, grant, transfer, convey and assign to and grant a security interest to Beneficiary and Trustee in trust for the benefit of Beneficiary and their respective successors and assigns, with the power of sale and 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 (collectively, the "Improvements") 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 Unofficial Document 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, cash, checks and deposit accounts relating 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 therof, 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 Owner for use in connection with the Land and the development of the Land 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 Deed of Trust;

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 Grantor, or in which Grantor has or shall have an interest, or usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Grantor, or in which Grantor has or shall have an interest, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and the right, title and interest of <sup>Grantor in</sup> and to any of the Personal Property which may be subject to any security interests, as defined under the Uniform Commercial Code as in effect in the applicable jurisdiction (the "UCC"), superior in lien to the lien of this Performance Deed of Trust and all proceeds and products of the above; and

h. **Other Rights.** Any and all other rights of Owner 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 Beneficiary and its successors and assigns, forever, WITH THE POWER OF SALE, to secure Owner's payment to Beneficiary of the Settlement Payment and the performance of the Obligations at the time and in the manner provided in the Transaction Documents and this Performance Deed of Trust;

**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 Deed of Trust and the other Transaction Documents, including Beneficiary's exercise of the Conversion option, or in the alternative, at the election of Owner, payment to Beneficiary of the Settlement Payment at the time and in the manner provided in the Exchange Agreement, this Performance Deed of Trust 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 Deed of Trust 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 Beneficiary pursuant to the provisions hereof shall survive any such performance and release.

## 2. Secured Obligations.

a. Obligations. Grantor 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 Beneficiary, 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 Beneficiary pursuant to, or under, this Performance Deed of Trust, including, without limitation, any Protective Advances; 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 Beneficiary in the enforcement and collection of the obligations listed above and the protection of Beneficiary'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 Deed of Trust, to the interpretation or enforcement of the parties' rights under this Performance Deed of Trust, or to the Property.

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 Deed of Trust 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. Grantor hereby grants to Beneficiary a security interest in those items to secure Owner's performance of the Obligations.

a. Grantor agrees that Beneficiary may file either this Performance Deed of Trust, or a copy

of it, or a UCC-1 Financing Statement in the real estate records or other appropriate index and/or in the Office of the Secretary of State of the State of Arizona, as a financing statement for any of the items specified above as part of the Property.

b. This Performance Deed of Trust constitutes a financing statement filed as a fixture filing pursuant to, and is effective in accordance with, the applicable provisions of Article 9 of the UCC, and any similar or successor provisions. With respect to said fixture filing (a) debtor is Grantor and Grantor's name appears in the first paragraph of this Performance Deed of Trust and Grantor's address is the address set forth in the Notice section of this Performance Deed of Trust, and (b) the secured party is Beneficiary and Beneficiary's name and address appears at the top of the first page of this Performance Deed of Trust. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Grantor. By executing and delivering this Performance Deed of Trust, Grantor hereby grants to Beneficiary, 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 Deed of Trust, Owner hereby grants to Beneficiary, 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. Beneficiary 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 Unofficial Document 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 Beneficiary may reasonably require.

e. On any default hereunder, Beneficiary 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, Beneficiary 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 Beneficiary's remedies under the UCC or the remedies in Section 7.

f. IN ADDITION, A CARBON, PHOTOGRAPHIC OR OTHER REPRODUCTION OF THIS PERFORMANCE DEED OF TRUST AND/OR ANY FINANCING STATEMENT RELATING HERETO SHALL BE SUFFICIENT FOR FILING AND/OR RECORDING AS A FINANCING STATEMENT. THE FILING OF ANY OTHER FINANCING STATEMENT RELATING TO ANY PERSONAL PROPERTY RIGHTS OR INTERESTS DESCRIBED HEREIN SHALL NOT BE CONSTRUED TO DIMINISH ANY RIGHT OR PRIORITY HEREUNDER.

4. **Assignment of Leases and Rents.** Owner hereby absolutely and unconditionally assigns to Beneficiary and Trustee 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. Beneficiary 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, Beneficiary the right, power and authority, during the continuance of this Performance Deed of Trust, to collect the Rents, reserving unto Owner the right, prior to any default by Owner in payment 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, Beneficiary may at any time without 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, 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 Beneficiary may determine. Beneficiary's rights under this clause (b) include its rights to apply for the appointment of 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 Deed of Trust, shall not cure or waive any default or notice of default under this Performance Deed of Trust 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.

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#### 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 Deed of Trust or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses of Trustee and Beneficiary (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 Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Performance Deed of Trust or to collect the Obligations or to protect Beneficiary's rights under this Performance Deed of Trust; and/or (ii) in connection with the enforcement of any provisions of this Performance Deed of Trust or in connection with foreclosure upon the collateral granted under this Performance Deed of Trust (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, 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 Deed of Trust, as prescribed under Section 11.3 of the Exchange Agreement..

(1) If Owner fails to do any act as provided in this Performance Deed of Trust, Beneficiary or Trustee 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 Beneficiary or Trustee to protect the security for this Performance Deed of Trust, which payments and related expenses (including Attorneys' Fees) shall also be secured by this Performance Deed of Trust.

(2) Such performance by Beneficiary or Trustee shall not require notice to, or demand on, Owner and shall not release Owner from any obligation under this Performance Deed of Trust.

(3) Beneficiary or Trustee 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 Beneficiary or Trustee under this Performance Deed of Trust, (C) to pay, purchase, contest or compromise any encumbrance, charge, or lien that in the judgment of Beneficiary or Trustee appears to be prior or superior to this Performance Deed of Trust, 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 Beneficiary or Trustee pursuant to this Performance Deed of Trust, 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 Unofficial Document 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 Beneficiary in filing and recording this Performance Deed of Trust 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 Beneficiary 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 Beneficiary, 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 Beneficiary shall, from time to time, require, for the better assuring, conveying, assigning, transferring, and confirming unto Beneficiary and Trustee 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 Grantor may be or may hereafter become bound to convey or assign to Beneficiary, or for carrying out the intention or facilitating the performance of the terms of this Performance Deed of Trust or for filing, registering or recording this Performance Deed of Trust, or for complying with all legal requirements. Grantor, on demand, will execute and deliver and hereby authorizes Beneficiary to file one or more financing statements or execute in the name of Grantor to the extent Beneficiary may lawfully do so, one or more chattel mortgages or other instruments, to evidence more effectively the security interest of Beneficiary in the Property. Grantor grants to Beneficiary an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Beneficiary at law and in equity, including without limitation such rights and remedies available to Beneficiary pursuant to this clause (i), the power of sale pursuant to this Performance Deed of Trust and applicable law.

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

7. **Default and Foreclosure and Power of Sale.** During the continuance of any Event of Default, beyond all applicable notice and grace periods, if any, Grantor agrees that Beneficiary acting by or through Trustee may, at its option, and without further notice or demand, declare the Obligations immediately due and payable, and irrespective of whether Beneficiary acting through Trustee exercises such option, it may, at its option and in its sole discretion, without any prior notice or demand to or upon Grantor, do one or more of the following:

(a) Subject to any applicable law, any license granted to Grantor hereunder shall automatically be revoked and Beneficiary may enter upon, take possession of, manage and operate the Property or any part thereof (subject to the rights of any tenants under their leases); make repairs and alterations, and do any acts which Beneficiary deems proper to protect the security hereof; and either with or without taking possession, in its own name, sue for or otherwise collect and receive the Rents, including those past due and unpaid, and apply the same less costs and expenses of operation and collection, including reasonable attorneys' fees, upon the Obligations, and in such order as Beneficiary may determine.

Upon request of Beneficiary, Grantor shall assemble and make available to Beneficiary at the Property any of the Property which has been removed therefrom. The entering upon and taking possession of the Property, the collection of any Rents and the application thereof as aforesaid, shall not cure or waive any default theretofore or thereafter occurring, or affect any notice of default hereunder or invalidate any act done pursuant to any such notice. Notwithstanding Beneficiary's continuance in possession or receipt and application of Rents, Beneficiary shall be entitled to exercise every right provided for in this Performance Deed of Trust or by law upon or after the occurrence and continuance of an Event of Default, including the right to exercise the power of sale hereinafter described. Any of the actions referred to in this subsection may be taken by Beneficiary at such time as Beneficiary is so entitled, without regard to the adequacy of any security for the Obligations;

(b) Beneficiary shall, without limitation on the rights provided for in A.R.S. §33-702(B) and §33-807 and without regard to the adequacy of any security for the Obligations, be entitled to apply for the appointment of a receiver by any court having jurisdiction, without notice, to take possession of and protect the Property, and operate the same and collect the Rents therefrom;

(c) Beneficiary may bring an action in any court of competent jurisdiction to foreclose this Performance Deed of Trust as a mortgage or to enforce any of the covenants hereof;

(d) Beneficiary may elect to cause the Property or any part thereof to be sold as follows:

(i) Beneficiary may proceed as if all of the Property were real property, in accordance with subparagraph (iv) below, or Beneficiary may elect to treat any of the Property which consists of a right in action or which is property that can be severed from the Land and the Improvements without causing structural damage thereto as if the same were personal property, and dispose of the same in accordance with subparagraph (iii) below, separate and apart from the sale of real property, the remainder of the Property being treated as real property;

(ii) Beneficiary may cause any such sale or other disposition to be conducted immediately upon the expiration of any notice period required by law, if any, or Beneficiary may delay any such sale or other disposition for such period of time as Beneficiary deems to be in its best interest. Should Beneficiary desire that more than one such sale or other disposition be conducted, Beneficiary may at its option cause the same to be conducted simultaneously, or successively on the same day, or at such different days or times and in such order as Beneficiary may deem to be in its best interest;

(iii) Should Beneficiary elect to cause any of the Property to be disposed of as personal property as permitted by subparagraph (i) above, it may dispose of any part thereof in any manner now or hereafter permitted by Article 9 of the UCC or in accordance with any other remedy provided by law. Both Grantor and Beneficiary shall be eligible to purchase any part or all of such property at any such disposition. Any such disposition may be either public or private as Beneficiary may so elect, subject to the provisions of the UCC;

(iv) Should Beneficiary elect to sell the Property which is real property or which Beneficiary

has elected to treat as real property, upon such election Beneficiary or Trustee shall give such notice of default and election to sell as may then be required by law. Thereafter, upon the expiration of such time and the giving of such notice of sale as may then be required by law, Trustee, at the time and place specified by the notice of sale, shall sell such Property, or any portion thereof specified by Beneficiary, at public auction to the highest bidder for cash in lawful money of the United States of America, subject, however, to the provisions of subparagraph (f) of this Section 7. Trustee may, and upon request of Beneficiary shall, from time to time, postpone the sale by public announcement thereof at the time and place noticed therefor. If the Property consists of several lots or parcels, Beneficiary may designate the order in which such lots or parcels shall be offered for sale or sold. Any person, including Grantor, Trustee or Beneficiary, may purchase at the sale. Upon any sale, Trustee shall execute and deliver to the purchaser or purchasers of a deed or deeds conveying the property so sold, but without any covenant or warranty whatsoever, express or implied, whereupon such purchaser or purchasers shall be let into immediate possession;

(v) In the event of a sale or other disposition of any such property, or any part thereof, and the execution of a deed or other conveyance, pursuant thereto, the recitals therein of facts, such as a default, the giving of notice of default and notice of sale, terms of sale, sale, purchaser, payment of purchase money, and any other fact affecting the regularity or validity of such sale or disposition, shall be conclusive proof of the truth of such facts; and any such deed or conveyance shall be conclusive against all persons as to such facts recited therein; and

(vi) To the extent permitted by law, Beneficiary and/or Trustee (with the prior consent of Beneficiary) shall apply the proceeds of any sale or disposition hereunder to payment of the following: (A) the costs and expenses of exercising the power of sale and of such sale or disposition, including trustee's fees and reasonable attorneys' fees, and including, Unofficial Document, the actual cost of publishing, recording, mailing and posting notice and the cost of any search and/or other evidence of title procured in connection therewith and revenue stamps on any deed or reconveyance; (B) to the payment of the Obligations; and (C) the remainder, if any, to the person or persons legally entitled thereto in the order of their priority;

(c) Subject to the provisions of the Transaction Documents and the Exchange Agreement and to the extent permitted by law, Grantor shall be and remain liable for any deficiency remaining after sale either pursuant to the power of sale or judicial proceedings. After default or breach, Grantor shall pay Beneficiary's and Trustee's reasonable attorneys' fees, Trustee's fees and its costs and expenses incurred as a result of said default or breach, and if suit is brought, all costs of suit, all of which sums shall be secured by this Performance Deed of Trust. Grantor's statutory rights of reinstatement, if any, are expressly conditioned upon Grantor's payment of all sums required under the applicable statute and performance of all required acts;

(f) Grantor hereby expressly waives any right which it may have to direct the order in which any of the Property shall be sold in the event of any sale or sales pursuant hereto. Also, Beneficiary shall have the right to foreclose, sell or otherwise proceed against the Property encumbered by this Performance Deed of Trust as set forth in this Performance Deed of Trust. Any Grantor that has signed this instrument as a surety or accommodation party or that has subjected its property to this Performance Deed of Trust to secure

the debt of another expressly waives the benefit of A.R.S. §§12-1641-12-1644 and 44-142 and Ariz. R. Civ. P. 17 (f) or such similar provisions as may be enacted or adopted hereafter;

(g) Subject to the provisions of the Transaction Documents, this Performance Deed of Trust and the Exchange Agreement, upon any sale of the Property, whether made under a power of sale herein granted or pursuant to judicial proceedings, if the holder of the Obligations is a purchaser at such sale, it shall be entitled to use and apply all or any portion of the Obligations then secured hereby for or in settlement or payment of all or any portion of the purchase price of the property purchased;

(h) Beneficiary may, with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Performance Deed of Trust for the portion of the Obligations then due and payable, subject to the continuing lien and security interest of this Performance Deed of Trust for the balance of the Obligations not then due, unimpaired and without loss of priority;

(i) Beneficiary may institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Exchange Agreement or in any of the other Transaction Documents;

(j) Beneficiary may recover judgment on the Obligations either before, during or after any proceedings for the enforcement of this Performance Deed of Trust or any of the other Transaction Documents;

(k) Beneficiary may exercise any and all rights and remedies granted to a secured party upon default under the UCC, including, without limiting the generality of the foregoing: (i) the right to take possession of the Personal Property or any part thereof, and to take such other measures as Beneficiary or Trustee may deem necessary for the care, protection and preservation of the Personal Property, and (ii) request Grantor at its expense to assemble the Personal Property and make it available to Beneficiary at a convenient place acceptable to Beneficiary. Any notice of sale, disposition or other intended action by Beneficiary or Trustee with respect to the Personal Property sent to Grantor in accordance with the provisions hereof at least five (5) days prior to such action, shall constitute commercially reasonable notice to Grantor;

(l) Beneficiary may apply any sums held in escrow or otherwise by Beneficiary in accordance with the terms of this Performance Deed of Trust, the Exchange Agreement or any of the other Transaction Documents to the payment of the following items in any order in its uncontrolled discretion;

(m) Beneficiary may surrender the insurance policies maintained pursuant to the Exchange Agreement, collect the unearned insurance premiums and apply such sums as a credit on the Obligations in such priority and proportion as Beneficiary in its discretion shall deem proper, and in connection therewith, Grantor hereby appoints Beneficiary as agent and attorney-in-fact (which is coupled with an interest and is therefore irrevocable) for Grantor to collect such Insurance Premiums;

(n) Beneficiary may apply the undisbursed balance of any net proceeds deficiency deposit, together with interest thereon, to the payment of the Obligations in such order, priority and proportions as

Beneficiary shall deem to be appropriate in its discretion; and

(o) Beneficiary may exercise any and all other rights and remedies available at law or in equity or as otherwise provided in this Performance Deed of Trust or the other Transaction Documents as may legally be available to Beneficiary to protect its interest in the Property and to collect the Obligations.

In the event of a sale, by foreclosure, power of sale, or otherwise, of less than all of the Property, this Performance Deed of Trust shall continue as a lien and security interest on the remaining portion of the Property unimpaired and without loss of priority. Notwithstanding the provisions of this Section 7 to the contrary, if any Event of Default as described in Section 16 of the Exchange Agreement shall occur, the entire unpaid Obligations shall be automatically due and payable, without any further notice, demand or other action by Beneficiary.

To the extent that the laws of such jurisdiction do not permit the continuing lien of this Performance Deed of Trust for the balance of the Obligations not then due following the foreclosure of this Performance Deed of Trust, Grantor shall be deemed to have executed an amended and restated deed of trust to secure the balance of the Obligations not then due. If Grantor is unwilling or unable to execute such amended and restated deed of trust, Beneficiary as Grantor's attorney-in-fact may, after advance written notice to Grantor, file with the appropriate public office on its behalf any such amended and restated deed of trust, financing or other statements signed only by Beneficiary, on Grantor's behalf, in connection with the remaining Property to be covered by the restated and amended deed of trust.

8. **Late Performance.** By accepting performance of any obligation after its due date, Beneficiary 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.

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9. **Trustee's Powers.** At any time or from time to time, without liability therefor upon written request of Beneficiary and presentation of this Performance Deed of Trust, and without affecting the personal liability of any person for the performance of the Exchange Agreement secured hereby, Trustee may: (a) reconvey any part of the Property; (b) consent to the making of any map or plat of the Property; (c) join in granting any easement thereon; and (d) join in any extension agreement or any agreement subordinating the lien or charge of this Performance Deed of Trust.

10. **Substitution of Trustee.** Beneficiary, or any successor in ownership of the Obligations, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named or acting under this Performance Deed of Trust, which instrument, when executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from Trustee's predecessor, succeed to all its title, estate, rights, powers and duties. Such instrument must contain the names of the original Owner, Grantor, Trustee and Beneficiary under this Performance Deed of Trust, the book and page where this Performance Deed of Trust is recorded, and the name and address of the new Trustee(s). This procedure for substitution shall govern to the exclusion of all other provisions for substitution.

11. **Trustee's Compensation.** Owner shall pay Trustee's fees and reimburse Trustee for expenses in the administration of this Trust, including Attorneys' Fees.

12. **Full Reconveyance.** Upon written request of Beneficiary stating that all Obligations have been performed and satisfied, and any reimbursements of Unpaid Owner Obligations due from Owner to Beneficiary made, and upon payment of its fees, Trustee shall release this Performance Deed of Trust. Beneficiary may charge Owner a fee for releasing this Performance Deed of Trust, 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.

13. **Time of Essence.** Time is of the essence in each covenant of this Performance Deed of Trust.

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

15. **Joint and Several Liability.** If more than one person signs this Performance Deed of Trust as Owner, the obligations of each signatory shall be joint and several.

16. **Multiple Grantors.** If there are multiple Grantors:

a. all rights and powers specified for Owner or Grantor in this Performance Deed of Trust must be approved and exercised unanimously by Unofficial Document all such multiple Owners or Grantors;

b. all such multiple Owners or Grantors shall be jointly and severally liable for all liabilities and obligations specified for Owners or Grantors under this Performance Deed of Trust;

c. notice required to be given by, or to, Grantor will be deemed adequately given if given by, or to, any of Grantors using the contact information set forth in Section 21; and

d. Beneficiary may treat any notice received from any one Grantor as notice from all Grantors.

17. **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 Deed of Trust 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 Deed of Trust hereby represents and warrants that:

- (i) all trustees and owners of the Revocable Trust have been disclosed to Beneficiary;
- (ii) any and all changes or amendments to the Revocable Trust have been communicated to

and shared with Beneficiary; 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 Deed of Trust 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 Deed of Trust 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 Deed of Trust;

e. all representations and warranties by Grantor in this Performance Deed of Trust 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 Grantor 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 21; and

g. Beneficiary 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 Unofficial Document established in accordance with the laws of any state.

18. **Acceptance by Trustee.** Trustee accepts this Trust when this Performance Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

19. **Extent of Lien.** The lien granted under this Performance Deed of Trust shall encumber Owner's entire interest in the Property, notwithstanding the fact that the Exchange Agreement relates to only a fractional interest in the Property.

20. **Miscellaneous.**

a. So long as any of the Obligations remain outstanding and undischarged, unless Beneficiary otherwise consents in writing, the fee estate of Owner in the Property or any part thereof (including the estate of Beneficiary 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 Beneficiary or in any other Person.

b. Grantor 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 Deed of Trust or the Obligations secured hereby, or any agreement between Grantor and Beneficiary or any rights or remedies of Beneficiary. To the extent permitted by applicable law, Grantor 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 Deed of Trust, (iii) all rights and remedies which Grantor may have or be able to assert by reason of the laws of the State of Arizona 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 Deed of Trust or to any action brought to enforce any obligation secured by this Performance Deed of Trust, 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 Beneficiary to resort to assets in a particular order or resort to certain assets before others. Beneficiary 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 Deed of Trust, and (ii) portions of the Obligations are satisfied from the proceeds realized upon the exercise of the remedies provided by this Performance Deed of Trust.

**c.** Notwithstanding Owner's obligations under Section 21.11 (*Indemnification*) of the Exchange Agreement, Owner agrees it will pay or reimburse Trustee and Beneficiary for all reasonable attorneys' fees, costs and expenses incurred by either of them in any suit, legal proceeding or dispute of any kind in which either of them is made a party or appears as party plaintiff or defendant, affecting the Obligations, this Performance Deed of Trust 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 Beneficiary, activities related to protection of Beneficiary's collateral, any foreclosure action or exercise of the power of sale, 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 the Trustee or Beneficiary shall be added to the Obligations and shall be secured by this Performance Deed of Trust. The agreements of this clause shall expressly survive in perpetuity satisfaction of this Performance Deed of Trust and repayment of the Obligations, any release, reconveyance, discharge or foreclosure of this Performance Deed of Trust, conveyance by deed in lieu of foreclosure, sale, and any subsequent transfer by Trustee's conveyance of the Property.

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

**e.** Trustee or Beneficiary may collect a fee not to exceed the maximum amount permitted by applicable law for furnishing the statement of obligation.

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

appointment of a receiver to enforce Beneficiary's rights to enter and inspect the Property for Hazardous Substances (as defined herein) in accordance with applicable law.

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

21. **Notices.** Except and otherwise provided by applicable law, 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>BENEFICIARY:</b>  Unlock Homeownership Solutions Inc. 1230 W. Washington Street, Suite 310 Tempe, AZ 85288  <b>Personal or Overnight Delivery</b>  Unlock Homeownership Solutions Inc. 1230 W. Washington Street, Suite 310 Tempe, AZ 85288  <b>Email:</b> support@unlock.com	<b>GRANTOR:</b>  Thomas E. Garrity 14847 S Foxtail Ln Phoenix, AZ 85048  <b>TRUSTEE:</b>  ClearEdge Title, Inc 2605 Enterprise Road E Suite 270, Clearwater, FL 33759
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22. **Hazardous Substances.** As used in this Section 22: (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 Beneficiary 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 Beneficiary for an Environmental Cleanup.

**23. Savings Clause.** This Performance Deed of Trust is subject to the express condition that at no time shall Owner be obliged or required to pay the Settlement Payment if such payment could subject Beneficiary 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 Deed of Trust 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 23, "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.

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

continue unchanged.

**25. 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 25, this Section 25 shall control and be binding. Any dispute arising from or related to this Performance Deed of Trust, including but not limited to foreclosure of this Performance Deed of Trust, may be resolved by arbitration, litigation, or a combination of arbitration and litigation, all at Beneficiary's sole and absolute discretion.

b. IN THE EVENT BENEFICIARY HAS SELECTED ARBITRATION AND SUBJECT TO APPLICABLE LAW, GRANTOR AGREES THAT ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES WITH BENEFICIARY (INCLUDING ANY AFFILIATE, EMPLOYEE, OFFICER, DIRECTOR OF BENEFICIARY 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. GRANTOR 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. GRANTOR 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 HEREIN. GRANTOR UNDERSTANDS THAT BENEFICIARY WILL PAY FOR ANY ADMINISTRATIVE OR HEARING FEES CHARGED BY THE ARBITRATOR OR JAMS EXCEPT THAT GRANTOR SHALL PAY THE FIRST \$250.00 OF ANY FILING FEES ASSOCIATED WITH ANY ARBITRATION OWNER INITIATES. GRANTOR 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. GRANTOR 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.

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 GRANTOR AND BENEFICIARY. REMEDIES THAT WOULD OTHERWISE BE AVAILABLE TO GRANTOR 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 DEED OF TRUST AND THE EXCHANGE AGREEMENT, NEITHER GRANTOR NOR BENEFICIARY WILL BE PERMITTED TO PURSUE COURT ACTION REGARDING CLAIMS THAT ARE SUBJECT TO ARBITRATION. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, BENEFICIARY SHALL BE PERMITTED TO SEEK SUCH COURT ORDERS AS ARE NEEDED TO FORECLOSE THIS PERFORMANCE DEED OF TRUST 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 BENEFICIARY ALLEGES OR CLAIMS A BREACH OF THE EXCHANGE AGREEMENT WHERE THE VALUE OF THE PROPERTY OR THE UNLOCK 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 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 GRANTOR NOR BENEFICIARY 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 Unlock under or in connection with the Exchange Agreement is subject to arbitration in Arizona, is otherwise subject to the laws of Arizona and/or if any provision of Section 20 (*Arbitration*) of the Exchange Agreement is not enforceable under the laws of Arizona then Section 20 (*Arbitration*) of the Exchange Agreement will be deemed to be replaced by this Section 25.

26. **Applicable Law.** This Performance Deed of Trust will be governed by the law of the state in which the Property is located.

27. **Provisions Subject to Applicable Law.** All rights, powers and remedies provided in this

Performance Deed of Trust 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 Deed of Trust invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable laws.

**28. State Specific Provisions.**

a. Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Section 28 and the other terms and conditions of this Performance Deed of Trust, the terms and conditions of this Section 28 shall control and be binding.

b. Mailing Address. The principal place of business and/or address of the Grantor, Trustee and Beneficiary set forth in Section 21 of this Performance Deed of Trust shall be deemed to be the mailing address of the respective party.

c. Grantor as Grantor and Beneficiary as Beneficiary. For purposes of Arizona Revised Statutes Section 33-801 through 33-821 (the "Deed of Trust Act"), Grantor herein shall be the "Grantor" and Beneficiary herein shall be "Beneficiary." Beneficiary, Trustee and Grantor shall have all rights, benefits and remedies conferred or contemplated by the Deed of Trust Act. Notwithstanding the foregoing, Beneficiary may, at its option in its sole discretion, elect to foreclose this Performance Deed of Trust judicially as authorized by Arizona Revised Statutes Section 33-807.

d. Agreement to Pay Interest. For purposes of A.R.S. Section 44-1201, to the extent of any obligation by Grantor to pay interest, fees or other charges to Beneficiary under the Exchange Agreement, any Transaction Documents and this Performance Deed of Trust, Unofficial Document Grantor agrees to pay an effective rate of interest equal to the stated rate of interest and all fees, charges and costs that may be deemed interest under Arizona law. The total liability of Grantor for the payment of interest under the Exchange Agreement, any Transaction Documents and this Performance Deed of Trust shall not exceed the applicable limit imposed by the usury laws of the State of Arizona.

e. Additional Grantor Waivers. To the extent permitted by law, Grantor waives all rights and remedies that Grantor may have or be able to assert by reason of the laws of the State of Arizona pertaining to the rights and remedies of sureties, including, without limitation, Arizona Revised Statutes Sections 12-1641 through 12-1646 and Arizona Rules of Civil Procedure 17(f).

[Signatures on Following Page]

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

The undersigned Owner requests that a copy of any notice of default and any notice of sale under this Performance Deed of Trust be mailed to Owner and the address set forth in the Performance Deed of Trust.

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

**GRANTOR AND OWNER:**



Name: Thomas E. Garrity

Date: Nov 22-25

Unofficial Document

## ACKNOWLEDGMENT

State of Arizona

County of Mari copa

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of November, 2025,  
by Thomas E. Garrity.

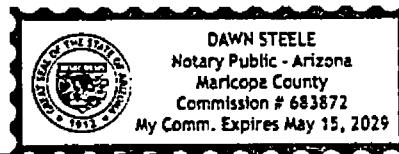
Dawn Steele Notary Public

NOTARY PUBLIC

Print Name: Dawn Steele

My Commission Expires:

05/15/2029



Unofficial Document

**SCHEDULE A**

**LEGAL DESCRIPTION**

The following real property situated in Maricopa County, Arizona:

Lot 17, Mountain Park Ranch Unit 35G-1, according to Book 347 of Maps, Page 33, records of Maricopa County, Arizona.

**APN: 301-75-734**

Unofficial Document

**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 **November 21, 2035 at 11:59:59PM EST.**
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 Unofficial Document 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.