

Assignment of Rights Agreement, Forward Sale and Exchange Agreement, and Technology Management Terms

This Assignment of Rights Agreement (the "Agreement") is made and entered into by and between the current owner of the Non-Fungible Token known herein as the Digital Assignment Contract ("DAC") (the "Assignor") and the purchaser of the Non-Fungible Token (the "Assignee"). The DAC referenced herein contains this Agreement within its metadata, ensuring that the terms of this Agreement are perpetually attached to the DAC. This Agreement is effective as of the date of execution of each digital wallet signature, which shall serve as the legally binding signature for the assignment of ownership rights, and shall apply to all future dates on which the assignment is executed between any and all parties.

1. Assignment

The Assignor does hereby sell, transfer, and assign to the Assignee a specific 1% fractional ownership interest in the Original Forward Sale and Exchange Agreement (the "Forward Sale and Exchange Agreement") with Sols Lot Inc. This 1% fractional ownership interest equates to 12.2 basis points (0.122%) in the original property, as the Forward Sale and Exchange Agreement pertains to a 12.2% total interest in the property. The Assignee shall obtain rights, title, and interest exclusively associated with this 1% interest. The Assignor retains all other rights, title, and interest in and to the Forward Sale and Exchange Agreement not expressly conveyed by this assignment.

2. Reservation of Rights

The Assignor expressly reserves the right to assign, transfer, and convey any or all of the remaining fractional ownership interests in the Forward Sale and Exchange Agreement to any other parties at the Assignor's sole discretion. The Assignee acknowledges and agrees that they have no rights, claims, or objections to the Assignor's future assignments of the remaining interests, whether such interests are assigned in part or in whole to one or more additional parties. This Agreement does not limit or restrict the Assignor's ability to freely assign other fractional interests in the Forward Sale and Exchange Agreement.

3. Rights and Obligations of Fractional Owners

Fractional Owners, as holders of DACs, will have the following rights and obligations:

3.1 Participation in Settlement Events

Fractional Owners are entitled to their proportional share of the proceeds upon a Settlement Event, as defined in the Solomons Lot Agreement. This includes the sale of the Property, an Owner Buyout, or the death of the last surviving signatory. They are entitled to a share of the Settlement Payment after deductions for any applicable costs.

3.2 Notice of Default and Remedies

Fractional Owners will be notified of any Event of Default and have the right to participate in actions required to cure the default, including contributing to necessary Protective Advances. They are entitled to their proportional share of any remedies, such as monetary damages or equitable relief, as outlined in the Solomons Lot Agreement.

3.3 Share of Protective Advances

Fractional Owners are responsible for their proportional share of Protective Advances made by Solomons Lot to protect the Property. These advances incur interest and must be reimbursed according to the terms of the Solomons Lot Agreement.

3.4 Participation in Conversion

Fractional Owners can participate in the decision to exercise the right to Conversion and share in the proceeds of the Property sale according to their fractional interests, as outlined in Section 1.3.3 and related sections of the Solomons Lot Agreement.

3.5 Rights to Vault Upon Conversion

Upon a conversion event, where the fractional ownership interest represented by the DAC is converted into Warp USDC.b (WUSDC.b) upon settlement, the Assignees shall have a convertible interest in the contents of the vault. This means that the Assignees' interest in the property will be converted into a proportional share of the funds held in the Solomons Lot Property Vault. The funds in the vault only become the Assignees' funds upon this conversion event.

3.6 Record-Keeping and Transparency

Ownership records of Fractional Owners will be maintained on the Chia blockchain, ensuring transparency and security. Fractional Owners must provide necessary cooperation to ensure the accurate transfer and recording of rights.

3.7 Access to Information

Fractional Owners have the right to receive relevant information about the Property and the status of the Solomons Lot Agreement, including notifications about Settlement Events and any actions taken by Solomons Lot under the agreement.

4. Transfer and Sale of DACs

4.1 Transfer and Sale

Fractional Interests may be transferred and sold on the Solomons Lot Marketplace. Each transfer shall be validated through the Assignee's wallet signature, which shall serve as the official signature for the assignment. Solomons Lot shall update the ownership records accordingly. These records, tracked on the Chia blockchain, will ensure transparency and security by documenting each fractional owner as an assignee of the Solomons Lot Agreement.

4.2 Cooperation in Transfer

The Owner agrees to provide any necessary cooperation to ensure the seamless transfer of rights under the Solomons Lot Agreement via DACs.

4.3 Non-Security Clause

The transfer of Fractional Interests as described herein constitutes an assignment of an interest in the Solomons Lot Agreement and shall not be construed as a sale of securities. The Assignor and Assignee agree that the interest is solely a fractional ownership in real property and does not confer any rights typical of securities, such as dividends, profits, or other financial returns from the efforts of others. This Agreement is intended to comply with the Howey Test and relevant case law to ensure it is not classified as a security.

5. No Interference

Each Assignee and future Assignee shall have no ability to affect, stop, or interfere with any other Assignee's or the Assignor's rights or assignments. This Agreement ensures that each party's fractional ownership interest is independent and does not grant any rights to impede the assignments or rights of others.

6. Representations and Warranties

Assignor represents and warrants that:

1. **Ownership and Title:** Assignor is the lawful owner of the Assigned Interest and has good and marketable title thereto, free and clear of all liens, claims, and encumbrances, as provided in the Original Agreement.
2. **Authority:** Assignor has full right, power, and authority to enter into this Agreement and to assign the Assigned Interest to Assignee.
3. **Compliance:** The execution, delivery, and performance of this Agreement by Assignor does not and will not violate or conflict with any agreement, instrument, law, or order applicable to Assignor.
4. **Disclosure:** Assignor has disclosed any and all material information affecting the Assigned Interest and has not withheld any information that would be reasonably considered material to Assignee's decision to enter into this Agreement.
5. **No Litigation:** There are no actions, suits, proceedings, or investigations pending or, to the knowledge of Assignor, threatened against or affecting the Assigned Interest that would adversely affect the ability of Assignor to perform its obligations under this Agreement.
6. **Non-Security:** The Assigned Interest being transferred is not a security and this transaction does not involve the offer or sale of securities. The Assigned Interest represents a fractional ownership interest in a real property agreement and does not confer any rights to dividends, profits, or other distributions typical of securities.
7. **Non-Investment Representation:** Assignor has not made and will not make any representations to Assignee that would suggest the Assigned Interest is an investment

opportunity expecting profits derived primarily from the efforts of others, thereby avoiding any characteristics of a security under federal or state law.

8. **Valid and Binding Obligation:** This Agreement constitutes a valid and binding obligation of the Assignor, enforceable against the Assignor in accordance with its terms.

Assignee represents and warrants that:

1. **Authority:** Assignee has full right, power, and authority to enter into this Agreement and to accept the assignment of the Assigned Interest.
2. **Compliance:** The execution, delivery, and performance of this Agreement by Assignee does not and will not violate or conflict with any agreement, instrument, law, or order applicable to Assignee.
3. **Due Diligence:** Assignee has conducted its own due diligence with respect to the Assigned Interest and is not relying on any representations other than those expressly set forth in this Agreement.
4. **As-Is Acquisition:** Assignee acknowledges that it is acquiring the Assigned Interest "as is" and "where is," with all faults and without any warranty, express or implied, except as otherwise expressly stated in this Agreement.
5. **Financial Capacity:** Assignee has the financial capacity to fulfill the obligations under this Agreement and acknowledges that the Assigned Interest is being acquired for personal use or ownership and not with a view to resale or distribution in a manner that would classify the transaction as the sale of a security.
6. **Non-Security Understanding:** Assignee understands and agrees that the Assigned Interest does not constitute an investment contract or security, and the transaction is strictly a peer-to-peer transfer of a fractional ownership interest in a real property agreement.
7. **Valid and Binding Obligation:** This Agreement constitutes a valid and binding obligation of the Assignee, enforceable against the Assignee in accordance with its terms.

7. Indemnification

Each party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party (the "Indemnified Party") from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any breach of this Agreement by the Indemnifying Party. This indemnification obligation shall include, but is not limited to, any claims arising from the Indemnifying Party's negligence, misrepresentation, or willful misconduct in connection with this Agreement. The Indemnifying Party further agrees to indemnify the Indemnified Party against any claims that the transaction constitutes the sale of a security or that any party violated federal or state securities laws.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles. The parties hereby submit to the exclusive jurisdiction of the state and federal courts located in New Castle County, Delaware, for

the resolution of any disputes arising out of or relating to this Agreement. Both parties waive any objection to the jurisdiction and venue of these courts.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, relating to such subject matter. Any amendments or modifications to this Agreement must be in writing and signed by both parties to be valid and enforceable. The parties agree that this Agreement does not constitute the sale or transfer of securities and that they will not take any actions or make any representations that could classify the transaction as such.

10. Amendments

No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed by both parties.

11. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of this Agreement by electronic means, including digital wallet signatures, shall be considered legally binding and enforceable.

By accepting this offer and purchasing the DAC, the Assignee agrees to all the terms and conditions set forth in this Agreement. The Assignee acknowledges and agrees that their wallet signature, executed digitally, represents their legally binding signature and constitutes the assignment of ownership as defined in this Agreement.

12. Conversion and Settlement

12.1 Automatic Conversion

Upon the occurrence of a Settlement Event, including the sale of the Property, an Owner Buyout, or the death of the last surviving signatory, the fractional ownership interest represented by the DAC will be automatically converted into Wrapped USDC (WUSDC). This conversion will be executed by the smart contract technology embedded within the Solomons Lot Property Vault on the Chia blockchain.

12.2 Redemption Mechanism

The DAC will be redeemed automatically through the shared vault technology controlling the spend of the DAC. Upon the sale of the original property, the settlement and conversion will be triggered, and the DAC will be redeemed in exchange for an amount of WUSDC equal to the fractional interest in the original property assigned in the DAC. The calculation is as follows:

- **Fractional Interest:** The Assignee's fractional interest is 0.20% of the property value.
- **Settlement Payment:** The total proceeds from the sale of the Property.
- **Assignee's Share:** The Assignee will receive 0.20% of the Settlement Payment, after deductions for any applicable costs as defined in the Solomons Lot Agreement.

12.3 Automatic Process and Notice

The conversion and redemption process is automatic and is triggered by the Solomons Lot Property Vault's smart contract technology. Upon the occurrence of a Settlement Event, the vault shared by the fractional owners will automatically initiate the conversion of the fractional interests into WUSDC. Notice of such a Settlement Event and the subsequent automatic conversion will be provided in accordance with the terms of the Forward Sale and Exchange Agreement. Assignees must understand that this process can occur at any given moment with sufficient notice.

12.4 Irrevocability Post-Conversion

Once the conversion and settlement process is completed, the assignment of the fractional interest becomes irrevocable. The DAC, having been redeemed, cannot be assigned again. The Assignee's interest is fully settled and converted into WUSDC, and no further claims or assignments can be made based on the original property interest.

13. Escrow and Master Equity Token Management

13.1 Role and Responsibility of Sols Lot Inc.

Sols Lot Inc. retains the exclusive responsibility and right to manage the technology related to the escrow process and the master equity token. Specifically, Sols Lot Inc. will coordinate with the escrow agent, in accordance with the terms of this Agreement and related agreements, to ensure the proper transfer of proceeds from the sale of the Property to the Solomons Lot Property Vault. This coordination ensures that the funds are managed and transferred according to the terms of this Agreement, the Forward Sale and Exchange Agreement, and any other relevant agreements. It is important to note that Sols Lot Inc. is not an escrow company and relies on a qualified escrow company to handle and execute the escrow process. Sols Lot Inc. does not manage customer funds at any point but ensures that the technology facilitates the secure transfer and conversion of funds during the DAC redemption stage.

13.2 Vault Technology Management

Sols Lot Inc., through its proprietary Vault technology, will oversee the removal and burning of the master equity token associated with the Forward Sale and Exchange Agreement. This process is crucial to triggering the DAC's redemption mechanism. The Vault technology employs advanced smart contracts and blockchain protocols on the Chia blockchain to ensure that the conversion and payout processes are executed accurately, securely, and transparently. These actions are conducted in strict adherence to the terms of the Forward Sale and Exchange

Agreement, the assigned interests, and the stipulated settlement and conversion events. Additionally, in cases where the vault is pre-funded as specified in the Forward Sale and Exchange Agreement, Sols Lot Inc. will manage the technology to ensure funds are disbursed in accordance with the agreement. These funds only become customer funds on a conversion event when their interest in the property becomes converted into WUSDC upon settlement. The assignees are also receiving a convertible interest in the vault contents upon settlement.

13.3 Compliance and Security Measures

Sols Lot Inc. will operate the Vault technology in strict compliance with this Agreement, the Forward Sale and Exchange Agreement, and all applicable laws and regulations. The technology will autonomously handle the conversion and redemption processes, utilizing cryptographic validation and immutable ledger entries to guarantee the integrity of each transaction. This includes comprehensive audit trails, regular compliance checks, and robust security protocols to prevent any unauthorized actions or errors. These measures ensure that all transactions are secure and transparent, safeguarding the interests of all parties involved. It is explicitly stated that Sols Lot Inc. does not manage customer funds but provides a secure technological framework for the transfer and conversion of funds managed by the escrow company.

13.4 Non-Dependency on Assignor

The Assignees' financial outcomes are independent of the Assignor's actions. Solomons Lot Inc.'s management of the Vault technology is a service designed to ensure the proper execution of the Forward Sale and Exchange Agreement and related agreements. This role does not create a dependency on the Assignor for profit but rather ensures that the processes are handled impartially and efficiently by Sols Lot Inc. as a neutral third-party technology provider. The services provided by Sols Lot Inc. include managing the coordination with the escrow company, overseeing the master equity token, and ensuring all actions align with the assigned interests and the specific terms outlined for settlement and conversion events.

13.5 Clarification of Roles and Responsibilities

Sols Lot Inc. is responsible for managing the technological aspects of the escrow process, ensuring that all directions are in accordance with the terms of this Agreement, the assigned interests, and the settlement and conversion events. Sols Lot Inc. does not act as an escrow agent and does not manage customer funds directly. Instead, Sols Lot Inc. ensures that the escrow process is managed by a qualified escrow company, while providing a secure technological framework for the transfer and conversion of funds. Sols Lot Inc.'s role includes overseeing the proper execution of smart contracts, managing the Vault technology, and ensuring the integrity and transparency of all transactions through blockchain technology. This ensures that the conversion and redemption mechanisms function as intended, without creating any implications that could classify the transaction as a security.

14. Arbitration and Waiver of Class Action

14.1 Arbitration Agreement

Any disputes arising out of or related to this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association (AAA). The arbitration will be conducted by a single neutral arbitrator, and the arbitration proceedings shall be held in New Castle County, Delaware.

14.2 Class Action Waiver

All parties agree that any arbitration will be conducted on an individual basis and not as a class action, consolidated action, or representative action. The parties expressly waive their right to file a class action or seek relief on a class basis.

15. Waiver of Jury Trial

The parties knowingly, voluntarily, intentionally, and irrevocably waive any and all rights to a trial by jury in any litigation based on, arising out of, under, or in connection with this Agreement, or any documents and instruments executed in connection herewith.

16. Limitation of Liability

Sols Lot Inc.'s aggregate liability arising out of or related to this Agreement or the Property shall not exceed the value of the fractional interest at the time of the initial transaction. Sols Lot Inc. shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to lost profits or business interruption.

17. Severability

Each provision of this 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 this Agreement, but shall only affect that provision.

18. No Third-Party Beneficiaries

This Agreement is entered into for the protection and benefit of Sols Lot Inc. and the Assignee and their respective successors and permitted assigns. No other person will have any rights, remedies, or recourse under this Agreement.

19. Further Assurances

The parties agree to correct any error or inaccuracy in this 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

THIS EXCHANGE AGREEMENT IS NOT A LOAN

THIS IS AN AGREEMENT PURSUANT TO WHICH SOLOMONS LOT PROVIDED OWNER CEDARS OF LEBANON INC., 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 AND EXCHANGE AGREEMENT

This Solomons Lot Forward Sale and Exchange Agreement ("Exchange 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 Sols Lot Inc., a Delaware corporation, with its principal offices at 414 Union St, Suite 1900, Nashville, TN 37219 and its successors and assigns ("Solomons Lot").

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

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

WHEREAS, the Solomons Lot 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 Solomons Lot Agreement, Solomons Lot wishes to tender the Investment Payment and purchase the Solomons Lot Percentage, and You wish to accept the Investment Payment and sell, grant, transfer and otherwise convey the Solomons Lot Percentage to Solomons Lot, as described herein.

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

1. **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 Solomons Lot Agreement. The values of certain terms appear in the following Table of Key Terms. Other terms are defined as they are used throughout the Solomons Lot Agreement or in the Glossary attached as Exhibit F.

Defined Term	Value	Notes
Effective Date	12/30/2024	
Expiration Date	8/30/2024	The maximum term is 8 months.
Property	621 Martha Avenue Gallatin Tennessee 37066	As further defined in the attached Exhibit A.
Occupancy	Vacant	You have declared this as Your Occupancy intention as of the Effective Date.
Starting Home Value	\$330,000.00	The mutually agreed upon value of the Property as of Effective Date.
Investment Payment	\$35,000.00	The gross amount of money you received from Solomons Lot on the
Investment Percentage	10.6%	The Investment Payment expressed as a percentage of Starting Home Value. Investment Payment / Starting Home Value = Investment Percentage \$35,000.00 / \$330,000.00 = 10.6%
Exchange Rate	1.15	The price of your Solomons Lot Agreement.
Solomons Percentage	12.2%	The percentage of your Property's future value that Solomons will receive when the Solomons Lot Agreement ends upon a Settlement Event. Calculated as:
Origination Fee	\$1750.00 or 5%	A fee payable to Solomons Lot at Closing that offsets some of the costs Sols lot Incurs to process and administer Your transaction.
Annualized Cost Limit	100%	The Annualized Cost of Your Solomons Lot Agreement will never exceed this limit.
Total Home Finance Limit	80%	Limits the amount of financing, such as mortgage loans and the Solomons Lot Share, that can be secured by Your Property to a specific percentage of the Appraised Value as described in Section 12, and subject to adjustment as provided in Section
Maintenance Addendum	None	

1.3 Forward Sale and Exchange.

1.3.1 On the Effective Date, Solomons Lot, or its designated assignee, shall directly disburse the Purchase Payment to the homeowner (“Owner”). The disbursement shall be made to the Owner’s designated account as specified in the closing instructions. The role of Solomons Lot in this transaction is strictly administrative, limited to facilitating the payment process without influencing profit generation or providing any investment services. This disbursement is part of a real estate transaction, and any resultant profits derive solely from the sale or appreciation of the Property, not from the efforts or management of Solomons Lot.

1.3.2 In exchange for the Investment Payment, You hereby agree to sell, transfer, and otherwise convey to Solomons Lot on the Effective Date the right to receive the Solomons Lot Percentage. Solomons Lot will issue DACs representing fractional interests in the Property. Each DAC, minted on the Chia blockchain, will represent a defined Fractional Interest in the Property.

1.3.3 Solomons Lot has a right to elect to convert its Solomons Lot Percentage to an undivided fee simple ownership percentage in the Property (“Conversion”) equal to the Solomons Lot Percentage. Solomons Lot can exercise its right to a Conversion only upon the occurrence of a Settlement Event. In the event Solomons Lot exercises its right to a Conversion, such Conversion will be documented in a separate written agreement between You and Solomons Lot, 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 in the applicable form attached to the Solomons Lot Agreement and/or the form provided by Solomons Lot.

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

1.4 The Investment Payment is not a loan to You or indebtedness to Solomons Lot, nor is it a principal amount which Solomons Lot is entitled to recover at any time. You will not make any monthly interest or any other periodic payments to Solomons Lot based upon the amount of the Investment Payment. Any transfer is an assignment of an interest in the Solomons Lot Agreement and not a sale of securities.

1.5 Closing.

1.5.1 In connection with the execution and delivery of this Solomons Lot Agreement (“Closing”), Solomons Lot 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.

The Escrow Agent has conducted the Closing, at which You have:

- (a) Executed and delivered to the Escrow Agent originals of the Solomons Lot Agreement documents and any addenda or ancillary documents provided by Solomons Lot.
- (b) Provided any other documents and information reasonably requested or otherwise necessary to complete the Closing, and secure and perfect the Solomons Lot Agreement and Solomons Lot’s lien on the Property.
- (c) Provided satisfactory written evidence that Solomons Lot has been added as a loss payee (or as Solomons Lot otherwise directs) on all Owner insurance policies.

1.5.2 The Escrow Agent has disbursed monies from the related escrow account where the Investment Payment is being held as follows:

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

(b) To Solomons Lot, the Origination Fee.

(c) To You, the remaining balance of the Investment Payment following the payments described above (“Net Closing Proceeds”).

1.6 Term of Agreement.

1.6.1 The Term of the Solomons Lot 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 21.27.

1.7 Property Value.

1.7.1 You and Solomons Lot 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, Solomons Lot 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 Solomons Lot Agreement ends upon the occurrence of a Settlement Event:

(a) The Ending Home Value will be determined depending on the applicable Settlement Event.

(b) The Ending Home Value may be subject to an Improvement Adjustment and/or a Maintenance Adjustment when calculating the Solomons Lot 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. 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 “Solomons Lot Share” is the dollar amount that Solomons Lot will receive for its percentage of the Property’s Sharable Value, calculated as:

Solomons Lot Share = Sharable Value X Solomons Lot Percentage

The Solomons Lot 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 Solomons Lot will receive upon a Settlement Event.

(d) During the Term You may require administrative assistance from Solomons Lot for which Solomons Lot may charge Administration Fees, as set forth in Section 15, and Solomons Lot may make payments or incur expenses on Your behalf to protect the value of the Property, including in connection with an Event Of Default as defined in Section 16 (“Protective Advances”). You are responsible for payment or reimbursement of any Administration 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, Solomons Lot will receive the “Settlement Payment,” calculated

as:

Settlement Payment = Solomons Lot Share + Unpaid Owner Obligations

1.8.2 Subject to Section 21.27, the Solomons Lot Agreement will end and Solomons Lot 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 Solomons Lot out (see
Section 3)

(iii) Upon Your death, or the later of Your death or Your spouse’s or domestic partner’s death, if such individual has been added as a signatory to the Solomons Lot Agreement during the Term (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 Solomons Lot (see Section 21.7)

1.8.3 You will pay all third-party transaction expenses associated with any Settlement Event, unless paid by Solomons Lot 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:

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

1.8.5 Notwithstanding anything to the contrary in the Solomons Lot Agreement, Solomons Lot shall have no obligation to release its lien on the Property to the extent there are insufficient amounts in escrow to pay transaction expenses and Administration Fees, release all liens senior to Solomons Lot and pay any other expenses required in order to deliver clear title to the Property, and pay Solomons Lot the Settlement Payment.

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

1.9 Your Obligations During the Term.

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

- (a) Staying current on Your housing obligations, such as Your mortgage and property taxes, in accordance with Section 11.3.
- (b) Maintaining appropriate insurance on the Property, in accordance with Section 18.

(c) Maintaining the Property in good condition, subject to normal wear and tear, 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 Solomons Lot Agreement, in accordance with Section 14.

(e) Abiding by the Total Home Finance Limit with respect to obtaining new or refinanced debt secured by the Property, in accordance with Section 12.

(f) Notifying Solomons Lot when a non-signatory to Your Solomons Lot Agreement becomes an owner or a principal resident of the Property or Your marriage or domestic partner status changes.

1.10 DAC-Based Fractional Ownership

1.10.1 Issuance of DACs

Upon execution of this Agreement, Solomons Lot will issue DACs representing fractional interests in the Property. Each DAC will be minted and issued on the Chia blockchain and will represent a defined Fractional Interest in the Property.

1.10.2 Rights and Obligations of Fractional Owners

Fractional Owners, as holders of DACs, will have the following rights and obligations:

(a) Participation in Settlement Events: Fractional Owners are entitled to their proportional share of the proceeds upon a Settlement Event, as defined in the Solomons Lot Agreement. This includes the sale of the Property, an Owner Buyout, or the death of the last surviving signatory. They are entitled to a share of the Settlement Payment after deductions for any applicable costs.

(b) Notice of Default and Remedies: Fractional Owners will be notified of any Event of Default and have the right to participate in actions required to cure the default, including contributing to necessary Protective Advances. They are entitled to their proportional share of any remedies, such as monetary damages or equitable relief, as outlined in the Solomons Lot Agreement.

(c) Share of Protective Advances: Fractional Owners are responsible for their proportional share of Protective Advances made by Solomons Lot to protect the Property. These advances incur interest and must be reimbursed according to the terms of the Solomons Lot Agreement.

(d) Participation in Conversion: Fractional Owners can participate in the decision to exercise the right to Conversion and share in the proceeds of the Property sale according to their fractional interests, as outlined in Section 1.3.3 and related sections.

(e) Record-Keeping and Transparency: Ownership records of Fractional Owners will be maintained on the Chia blockchain, ensuring transparency and security. Fractional Owners must provide necessary cooperation to ensure the accurate transfer and recording of rights.

(f) Access to Information: Fractional Owners have the right to receive relevant information about the Property and the status of the Solomons Lot Agreement, including notifications about Settlement Events and any actions taken by Solomons Lot under the agreement.

1.10.3 Transfer and Sale of DACs

Fractional Interests may be transferred and sold on the Solomons Lot Marketplace. Each transfer shall be validated through the assignee's wallet signature, which shall serve as the official signature for the assignment. Solomons Lot shall update the ownership records accordingly. These records, tracked on the Chia blockchain, will ensure transparency and security by documenting each fractional owner as an assignee of the Solomons Lot Agreement. The Owner agrees to provide any necessary cooperation to ensure the seamless transfer of rights under the Solomons Lot Agreement via DACs. The transfer of Fractional Interests as described herein constitutes an assignment of an interest in the Solomons Lot Agreement and shall not be construed as a sale of securities.

2. **Settlement Event: Permitted Sale.**

2.1 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 Solomons Lot (a "Permitted Sale").

(a) You must notify Solomons Lot 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 Solomons Lot 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, Solomons Lot 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 Solomons Lot 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 obtained any such reports to support the marketing of the Property, Solomons Lot may, in its discretion accept these in lieu of obtaining a Property Inspection, or Solomons Lot 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 Solomons Lot 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) Solomons Lot may obtain a Property Appraisal before the closing. In any sale or transfer by You where Solomons Lot 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 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 an individual person, Solomons Lot 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 and calculate the Solomons Lot Share.

(j) The closing date of a Permitted Sale must be scheduled so as to allow Solomons Lot 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 Solomons Lot 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, any unpaid Appraisal Expenses and Inspection Expenses and any other expenses, unless paid by Solomons Lot, and not any expenses to be paid by 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, in Solomons Lot's discretion, automatically extend for such reasonable period needed to accommodate the closing.

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

2.2 In advance of a Permitted Sale, Solomons Lot may elect to exercise its right to a Conversion of the Solomons Lot Percentage in accordance with Section 1.3.3, in which case Solomons Lot will provide You notice of such election, Solomons Lot and You will enter into a separate Conversion Agreement, and You will cooperate in promptly executing all other documentation (in the applicable form attached to the Solomons Lot Agreement and/or the form provided by Solomons Lot) 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 Solomons Lot has elected a Conversion:

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

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

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

(d) The Escrow Agent will close the Permitted Sale, transfer title to the third-party buyer, and liquidate Solomons Lot's and Your respective percentage interests in the Property.

(e) In accordance with local and customary practice and applicable law, Solomons Lot will release its lien on the Property, as described in the Conversion Agreement.

2.4 As an alternative to Conversion, You can elect to settle the Solomons Lot Agreement by tendering to Solomons Lot, through escrow for the Permitted Sale, the Settlement Payment. Solomons Lot will deliver to You and to Escrow Agent a Settlement Statement containing a calculation of the Settlement Payment. Following such payment, Solomons Lot will deliver executed, notarized documents required by Escrow Agent for the Permitted Sale to affect a full release of the Solomons Lot Agreement, including Solomons Lot'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 Solomons Lot'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 Solomons Lot 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 Solomons Lot and include copies of any listings for sale or offers to purchase 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 Solomons Lot Share will be calculated in accordance with Section 1.8.1.

(c) Solomons Lot will select an Escrow Agent who will open escrow to facilitate the Owner Buyout. Solomons Lot 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, any unpaid Appraisal Expenses and Inspection Expenses and any other expenses, in accordance with the closing statement prepared by the Escrow Agent and approved by Solomons Lot. You will deliver into escrow the amount stipulated in such closing statement. Upon Escrow Agent's delivery and Solomons Lot's acceptance of the Settlement Payment from You, Solomons Lot will deliver executed, notarized documents required by Escrow Agent to affect a full release of the Solomons Lot Agreement, including Solomons Lot's lien on the Property.

(d) If You receive or have pending a written offer for the purchase of the Property, the Solomons Lot 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 Solomons Lot 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 Solomons Lot for the difference in the Solomons Lot Share had the Solomons Lot Share been calculated based upon the Offered Value.

(e) Solomons Lot will retain the right to reject any Owner Buyout where Solomons Lot has not had adequate opportunity to obtain and review appraisals, inspections, pest reports or other required documents, or Solomons Lot 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 Solomons Lot'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 Solomons Lot, 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 Solomons Lot Agreement as “Your Estate”). You must at all times during the Term notify Solomons Lot immediately in writing (a) if the identity of Your Estate changes during the Term of the Solomons Lot 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 Solomons Lot Agreement.

4.2 “Last Surviving Signatory” means the last surviving individual who is a signatory to the Solomons Lot Agreement, including any signatory added by addendum after the Effective Date. Your Estate must notify Solomons Lot immediately in writing of the death of the last Surviving Signatory.

4.3 Upon Solomons Lot’s receipt of notice of the death of the Last Surviving Signatory, 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 Solomons Lot Share will be calculated in accordance with Section 1.8.1. Solomons Lot will deliver to Your Estate a Settlement Statement containing a calculation of the Settlement Payment.

4.4 Your Estate is required to settle the Solomons Lot Agreement upon the death of the Last Surviving Signatory, through either a Permitted Sale or an Owner Buyout, with a Settlement Date no later than 180 days following the date of death or such longer time as Solomons Lot may agree in writing or in accordance with applicable law. Your Estate is required to notify Solomons Lot of the chosen settlement method within 30 days following the date of death. An Owner Buyout resulting from the death of the Last Surviving Owner is not subject to the Buyout Active Date restriction.

4.5 If Solomons Lot determines that Your Estate has commenced a good faith effort to sell the Property in a Permitted Sale within the 180-day period, Solomons Lot, in its discretion, may extend the Settlement Date deadline for a maximum of two consecutive 90-day periods (for a maximum total of 360 days from the date of death) to permit Your Estate to complete the Permitted Sale.

4.6 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 Solomons Lot Agreement.

4.7 If Your Estate does not start the process to settle the Solomons Lot Agreement through either a Permitted Sale or an Owner Buyout within 60 days following the date of death (or such longer time as Solomons Lot may agree in writing or in accordance with applicable law), Solomons Lot may elect a Conversion of the Solomons Lot Percentage in accordance with Section 1.3.3, in which case:

(a) Solomons Lot will provide Your Estate notice of such election. Solomons Lot and Your Estate will enter into a separate Conversion Agreement.

(b) Solomons Lot will select an Escrow Agent who will open escrow, and Your Estate will deed

Solomons Lot its percentage interest in the Property through escrow pursuant to the Conversion Agreement.

(c) Solomons Lot 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 Solomons Lot's discretion, to accommodate Solomons Lot'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 Solomons Lot's Conversion other than any Closing Costs which will be paid by the third-party buyer. In no event shall Solomons Lot be liable for any Closing Costs.

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

4.9 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 Solomons Lot 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 Solomons Lot Agreement.

5.1 You are required to settle the Solomons Lot Agreement on or before 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 prior to the Expiration Date in order to settle the Solomons Lot Agreement.

5.2 Solomons Lot 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 Solomons Lot Share will be calculated in accordance with Section 1.8.1. Solomons Lot will deliver to You a Settlement Statement containing a calculation of the Settlement Payment.

5.3 You must notify Solomons Lot of Your intended method of settlement no later than 90 days prior to the Expiration Date

5.4 If Solomons Lot determines that there is a good faith effort underway to sell the Property in a Permitted Sale at the Expiration Date, Solomons Lot, 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, Solomons Lot, in its discretion, may elect a Conversion of the Solomons Lot Percentage in accordance with Section 1.3.3, in which case:

(a) Solomons Lot will provide you notice of such election. Solomons Lot and You will enter into a separate Conversion Agreement.

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

(c) Solomons Lot 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 Solomons Lot's discretion, to accommodate Solomons Lot'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 Solomons Lot's Conversion other than any Closing Costs which will be paid by the third-party buyer. In no event shall Solomons Lot be liable for any Closing Costs.

6. **Partial Buyout.**

6.1 The Solomons Lot 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 Solomons Lot, in which You will state what portion of Your Agreement You want to buy out, and include copies of any listings for sale or offers to purchase 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 Solomons Lot will select an Escrow Agent who will open escrow to facilitate the Partial Buyout. Solomons Lot 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 Solomons Lot Share will be calculated in accordance with Section 1.8.1.

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

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

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

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

$$\textit{Reduced Solomons Lot Percentage} = \\ (1 - (\textit{Partial Solomons Lot Share} / \textit{Solomons Lot Share})) \times \textit{original Solomons Lot Percentage}$$

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 Solomons Lot. Upon Escrow Agent's delivery and Solomons Lot's acceptance of the Partial Settlement Payment from You, Solomons Lot and You will enter into an amendment of the Exchange Agreement to reflect the reduced Solomons Lot Percentage as described above.

6.6 If You receive or have pending a written offer for the purchase of the Property, the Solomons Lot 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 Solomons Lot 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 Solomons Lot for the difference in the Solomons Lot Share had the Solomons Lot Share been calculated based upon the Offered Value.

6.7 Solomons Lot will retain the right to reject any Partial Buyout where Solomons Lot has not had adequate opportunity to obtain and review appraisals, inspections, pest reports or other required documents, or Solomons Lot deems Your tender of the Partial Settlement Payment insufficient, inadequate, or untimely. Solomons Lot may decline a Partial Buyout request if the remaining Solomons Lot Percentage would be less than 25% of the Solomons Lot 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 Solomons Lot's consent during the Term of the Solomons Lot 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 Solomons Lot Agreement only if it adds to the value of the Property, as reasonably determined by Solomons Lot; 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 Solomons Lot with photographic and supporting evidence of the Material Improvements in accordance with subsection (iv) below.

(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 (which is called 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 (which is called 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 Solomons Lot 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 Solomons Lot 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 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 Solomons Lot 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 Solomons Lot.

(e) The Improvement Adjustment will typically reduce the Ending Home Value when calculating the Sharable Value and the Solomons Lot Share. If the Property Appraisal process described above determines that the Actual Value minus the Hypothetical Value yields a negative number, Solomons Lot 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 Solomons Lot believes the process described above would likely result in a Negative Improvement Adjustment, then Solomons Lot may obtain such Property Appraisal.

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

7.2 Maintenance Adjustment.

(a) In connection with a Settlement Event Solomons Lot determines that either:

(i) You have breached Your duties to maintain and repair the Property as required under the Solomons Lot Agreement; or

(ii) Ending Home Value is negatively affected as the direct result of 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 (“Deferred Maintenance”),

Solomons Lot 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 Solomons Lot, 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 Owner, and to add such dollar amount as a "Maintenance Adjustment" to Ending Home Value when calculating the Sharable Value and the Solomons Lot Share.

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

(i) as of the Effective Date, Solomons Lot identified and expressly reserved for a Maintenance Adjustment (by attaching a Maintenance Addendum to the Solomons Lot 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 Solomons Lot Agreement but failed or neglected to disclose them to Solomons Lot.

(c) Solomons Lot 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) Solomons Lot 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 an independent determination of Property value obtained from a professional appraiser or appraisal management company selected by Solomons Lot and unaffiliated with either You or Solomons Lot, 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 an alternative property valuation as specified in Section 8.7

8.2 Whenever a Property Appraisal is obtained by Solomons Lot under the Solomons Lot 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 and the need for a Property Inspection as of the Effective Date.

(b) To determine Property value during the Term in connection with Solomons Lot's investor reporting needs, an Event Of Default or a calculation of Total Home Finance under Section 12.

(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 and the need for a Property Inspection and a possible Maintenance Adjustment

(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 Solomons Lot 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, Solomons Lot 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 Solomons Lot will determine and You and Solomons Lot 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 Solomons Lot 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 of all of the following:

(a) a reconsideration of the Property Appraisal by the appraiser who provided it;

(b) an additional Property Appraisal by a different appraiser;

(c) an alternative property valuation such as a Broker Price Opinion or Automated Valuation Method (AVM).

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

8.6 In any situation under the Solomons Lot Agreement where You are requesting an Improvement Adjustment, Solomons Lot will obtain a Property Appraisal, 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. If an Appraised Value is needed under the Solomons Lot Agreement, Solomons Lot, in its discretion, may determine that an alternative property valuation such as a Broker Price Opinion or Automated Valuation Method (AVM) is sufficient and may obtain such valuation in lieu of a Property Appraisal. In connection with any Settlement Event where the Property is being sold, and there is a

pre-existing appraisal available that may satisfy Solomons Lot's requirements, such as an appraisal obtained by a third-party buyer in connection with their purchase mortgage, Solomons Lot may, in its discretion, accept or reject such existing appraisal for purposes of establishing the Appraised Value. In certain situations where Solomons Lot determines that the Property is difficult to value, Solomons Lot 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 or other valuation of the Property are called "Appraisal Expenses." To the extent allowed by applicable law, and unless paid by Solomons Lot, You will pay all Appraisal Expenses in connection with the first Property Appraisal or other valuation of the Property obtained in connection with: (i) initial valuation of the Property prior to execution of the Solomons Lot 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) If there is more than one Property Appraisal or other valuation obtained in connection with any of the events described in this Section, the Appraisal Expenses will be paid by the requesting party, or if both parties agree that an additional Property Appraisal or other valuation 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 Owner, such amounts shall be considered Unpaid Owner Obligations.

8.9 All Property Appraisals and alternative valuation tools must conform to Solomons Lot's most current requirements. A Property Appraisal or alternative valuation report may be deemed invalid by Solomons Lot 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 Solomons Lot and unaffiliated with either You or Solomons Lot. 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 Solomons Lot Agreement, may refer to multiple inspections.

9.2 Whenever Solomons Lot 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 Solomons Lot'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 Solomons Lot, You will pay all Inspection Expenses in connection with the first Property Inspection of each type obtained in connection with: (i) any initial inspection of the Property prior to execution of the Solomons Lot 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 this Section, the 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 Owner, 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 Solomons Lot's requirements, such as an inspection obtained by a third-party buyer in connection with their purchase, Solomons Lot may, in its discretion, accept or reject such existing property inspection.

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

9.8 To monitor Property condition during the Term of the Solomons Lot Agreement, Solomons Lot 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.

(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 Solomons Lot Agreement on an annual basis ("Annualized Cost") is subject to and capped at the Annualized Cost Limit set forth in Table of Key Terms. Whenever the Solomons Lot Share

is calculated in connection with a Settlement Event or Partial Buyout, Solomons Lot 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 Solomons Lot Share”, as follows:

Annualized Cost =

(Solomons Lot Share / Investment Payment) ^ (365 / Term Days) - 1

Maximum Solomons Lot Share =

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

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

11. Owner Representations, Warranties and Covenants.

11.1 Owner makes the representations, warranties and covenants in this Section 11 to, and for the benefit of, Solomons Lot. The representations, warranties and covenants of Owner in this Section 11 shall be deemed made and restated on and as of, as applicable: (a) the Effective Date; (b) the closing date of a Settlement Event; (c) an Solomons Lot Conversion; and (d) upon the assignment of the Solomons Lot Agreement by Solomons Lot, as permitted hereunder. Solomons Lot 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 Solomons Lot Agreement.

11.2 Title. As of the Effective Date, all Owners, individually and collectively, will appear on record title to the Property as holding fee simple title to one hundred percent (100%) of the Property. You will have good and marketable title to the Property, which will be 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 secured by a lien on the Property which is (i) listed in the property title report obtained by Solomons Lot (“Title Report”) or (ii) otherwise known to and approved in writing by Solomons Lot.

(b) “Permitted Encumbrance” means all licenses, easements, or other title restrictions to the Property that exist as of the Effective Date, and are listed in the Title Report, plus any additional licenses, easements or title restrictions agreed to in writing by Solomons Lot after the Effective Date.

As of the Effective Date, You represent that the Title Report accurately reflects all pre-existing loans secured by a lien on the Property and all Permitted Encumbrances, and to the extent that the it does not, and there are any existing loans 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 to Solomons Lot.

During the Term You will keep the Property free of any liens, title exceptions, and easements except for: liens securing Approved Existing Loans or Approved Subsequent Loans (as defined in Section 12.4) 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, 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 Solomons Lot proof of payment upon request. You will provide advance written notice of Your intent to apply for any deferrals or forbearance of any Secured Obligation. If there is a default under any Secured Obligation, You will take immediate action necessary to: (i) cure the default, (ii) terminate any foreclosure or enforcement action, (iii) satisfy the Secured Obligation, and/or (iv) remove or release such lien from the Property. You, and not Solomons Lot, are solely liable for all Secured Obligations, including in the event of an Solomons Lot Conversion.

11.4 Litigation. You represent and warrant that 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 Owner, 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 Owner’s ability to perform its obligations under the Solomons Lot Agreement.

11.5 Legal Use. You represent, warrant and covenant that the use and occupancy of the Property are fully compliant, and will be fully compliant during the Term, with all state, federal and local laws, zoning ordinances, and regulations, including environmental prohibitions.

11.6 Property Condition. You warrant there are no material defects or conditions on or affecting the Property or title to the Property undisclosed to Solomons Lot, 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 Solomons Lot Agreement.

11.7 Environmental Matters. There is not any violation of, or claim of violation of any federal, state, or local environmental law or regulation, including, without limitation, those relating to hazardous materials (“Environmental Laws”). In addition, there is no presence of any hazardous materials on, in, or about the Property or property in the vicinity of the Property. Owner 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 Solomons Lot Agreement can have significant tax, financial and estate planning consequences. You understand that Solomons Lot will have a lien on the Property and an Event Of Default that is uncured could result in a foreclosure by Solomons Lot in which case You could lose the Property. You understand that Solomons Lot 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 Solomons Lot Agreement. You are not relying on any information or representation by Solomons Lot, its agents, affiliates, officers, or employees regarding: (i) the value of the Property; and (ii) the advisability of You entering into the Solomons Lot Agreement, including but not limited to tax, legal, financial, and estate planning consequences. You acknowledge that Solomons Lot has urged You to discuss the Solomons Lot Agreement with family members, heirs, and with independent tax, legal and financial advisors to ensure an understanding of the risks and benefits of the Solomons Lot 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 Solomons Lot 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 Solomons Lot Agreement (“Non-Owner Occupants”) and informed them of the existence, terms and potential impact of the Solomons Lot 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 at all times during the Term.

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

11.11 Authority. You are one or more individuals with the legal power, authority and full capacity to enter into and to consummate all transactions contemplated by the Solomons Lot Agreement. The execution and delivery of the Solomons Lot 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 Owner is a party or by which any portion of the Property may be bound.

11.12 No Change. You warrant that there has been no material change in Your financial condition since Your application was last submitted to Solomons Lot.

11.13 Status of Owner. You represent and warrant that You are either (a) single or unmarried and You are not in a domestic partnership, and that in each case no spouse, domestic partner or former spouse or domestic partner has any interest in the Property that you have not disclosed in writing to Solomons Lot, (b) married or in a domestic partnership and Your spouse or domestic partner has an interest

in the Property, and such person has signed the Solomons Lot Agreement, or (c) married or in a domestic partnership and Your spouse or domestic partner does not have an interest in the Property, and such person has signed the Consent of Spouse/Domestic Partner set forth in Exhibit D hereto.

11.14 Continuing Obligation. You warrant You have a continuing obligation to comply with the representations made in this Section 11 and to notify Solomons Lot during the Term if any representation You have made ceases to be materially accurate or true.

12. Total Home Finance Limit and Approved Subsequent Loans.

12.1 During the Term of the Solomons Lot Agreement, there is a limit on the amount of financing that can be secured by the Property (“Total Home Finance”). Total Home Finance is calculated as follows:

$$\text{Total Home Finance} = (\text{Housing Debt} + \text{Solomons Lot Share}) / \text{Appraised Value}$$

Where “Housing Debt” equals the total principal balance of loans secured by the Property, including the unused portion of any credit lines secured by the Property.

And where Solomons Lot Share ignores any impact of the Annualized Cost Limit and any impact of a potential Improvement Adjustment and/or Maintenance Adjustment.

12.2 During the Term of the Solomons Lot Agreement, Total Home Finance cannot exceed the Total Home Finance Limit as set forth in the Table of Key Terms, subject to adjustment in accordance with Section 14.8.

12.3 The Total Home Finance Limit applies both to Approved Existing Loans, as defined in Section 11.2, and Approved Subsequent Loans, as defined below.

12.4 If, during the Term of the Solomons Lot Agreement, You want to obtain an “Approved Subsequent Loan”, You must:

(a) Provide Solomons Lot 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 business days prior to the proposed close of the loan, You must provide a full copy of it to Solomons Lot.

(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 business days prior to the proposed close of the loan, You must provide a full copy of it to Solomons Lot.

(b) Cooperate with Solomons Lot 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 delivered to Solomons Lot immediately following the closing of the loan.

(d) Obtain Solomons Lot's prior written consent to the loan. Solomons Lot will not unreasonably withhold consent if:

(i) The Appraised Value of the Property is greater than or equal to the Starting Home Value and the proposed loan will not result in a breach of the Total Home Finance Limit, as possibly adjusted in accordance with Section 14.8; or

(ii) The Appraised Value of the Property is less than the Starting Home Value, the proposed loan is being used solely to refinance existing senior debt secured by the Property, 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.

Notwithstanding the foregoing, Solomons Lot in its discretion may refuse to consent to any lien on the Property that could materially impair its rights, including, reverse mortgage loans, shared appreciation mortgage loans, mortgage loans with negative amortization or prepayment penalties, private or non-institutional loans, unrecorded loans secured by the Property, and certain loans with payment reset or other variable payment features.

(e) Solomons Lot will subordinate the priority of its rights under the Solomons Lot 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 12.4; (ii) any requested subordination and loan documents contain only reasonable and customary terms common to such agreements and acceptable to Solomons Lot in its discretion; and (iii) You pay all costs incurred by Solomons Lot associated with the subordination.

(f) Solomons Lot makes no representations or warranties regarding the availability or terms of any loan that You may seek during the Term of the Solomons Lot Agreement, and Solomons Lot 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 Solomons Lot Agreement to the same extent or on the same terms as they would for a property without an Solomons Lot Agreement. It is possible that You will need to terminate Your Solomons Lot Agreement in order to complete a future home loan.

13. Property Condition.

13.1 You will maintain the Property in good condition, and no worse than its condition as of the Effective Date, subject to normal wear and tear. You will prevent any waste, deterioration or decrease in value due to the Property's condition. You will periodically perform customary and reasonable repairs as needed or as required. You are solely responsible for all ordinary maintenance costs incurred in connection with maintaining the condition and value of the Property.

13.2 You acknowledge that Solomons Lot will have no liability to You or to any third party for, and

You hold Solomons Lot 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 Solomons Lot Agreement as an owner and not as a tenant or lessee, whether or not Solomons Lot has elected a Conversion, subject to limited Solomons Lot rights of entry and repair following an Event Of Default or as otherwise set forth in the Solomons Lot Agreement.

14.2 You will (i) 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; and (ii) occupy the Property as stated in the Table of Key Terms.

14.3 If Your Occupancy is declared as Principal Residence in the Table of Key Terms: (i) You will occupy the Property as “Principal Residence” throughout the Term, which means that You live and sleep in the Property for no less than 180 days out of any 365-day period. Solomons Lot will not unreasonably withhold consent to a temporary lapse in occupancy if You make arrangements satisfactory to Solomons Lot to care for the Property while You are not occupying it. (ii) You may rent part of the Property without Solomons Lot’s consent, but You cannot rent 100% of the Property.

14.4 If Your Occupancy is declared as Second Home in the Table of Key Terms: (i) You are not required to occupy the Property as “Principal Residence. (ii) You may rent part of the Property without Solomons Lot’s consent, but You cannot rent 100% of the Property.

14.5 If Your Occupancy is declared as Rental Property in 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 Solomons Lot’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 Solomons Lot Agreement.

14.7 In any Settlement Event where Solomons Lot determines that an existing rental agreement or tenant who is occupying or has rights to occupy the Property or a portion of the Property is having a negative impact on the Solomons Lot Share, You, at Your expense, will be responsible for terminating such rental agreement or removing such tenant from the Property, or otherwise for compensating Solomons Lot for the loss in Solomons Lot 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) Solomons Lot 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 Your Occupancy is declared as Principal Residence in the Table of Key Terms on the Effective Date, and You begin using the Property as a Second Home or Rental Property during the Term, Solomons Lot may, in its discretion, lower the Total Home Finance Limit to what it would have been if You had originally declared Your Occupancy as a Second Home or Rental Property.

15. Administration Fees.

15.1 Solomons Lot may charge reasonable Administration Fees in connection with the handling of various events that can occur during the Term of the Solomons Lot Agreement, including, without limitation a change to title, a subordination in connection with new or refinanced debt, a Settlement Event, an Event Of Default, a Protective Advance and a Non-Distressed Sale. The schedule of charges for Administration Fees is set forth in the attached Exhibit E.

15.2 Administration Fees are due and payable by You when incurred. However, Solomons Lot may elect, in its discretion, to defer payment of Administration Fees until a later date, or until the occurrence of a Settlement Event (“Deferred Fees”). Unpaid Administration Fees and Deferred Fees shall be considered Unpaid Owner Obligations.

16. Default.

16.1 The occurrence of any of the following will constitute an “Event Of Default” under the Solomons Lot Agreement:

(a) Failure to Perform. You breach or fail to perform in accordance with any provision of the Solomons Lot Agreement, or You take any action to impede a Conversion or interfere with or negatively impact Solomons Lot’s rights.

(b) Misrepresentation. You (i) make any representation, (ii) provide Solomons Lot with any information or (iii) fail to provide Solomons Lot with any information, whether oral or written, in each case, that is false, inaccurate or misleading, including with respect to the condition or value of the Property, in connection with the amount or kind of consideration given to You in any sale or transfer of the Property, when a non-signatory to Your Solomons Lot Agreement becomes an owner or a principal resident of the Property, or when Your marriage or domestic partner status changes; or (iv) fail to correct a representation that has become untrue within a reasonable time after learning of the new information regarding the representation.

(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.

(d) Occupancy. You violate the occupancy provisions of Section 14.2 through 14.6 or the Non-Owner Occupant provisions of Section 11.9.

(e) Unauthorized Transfers. You transfer or attempt to transfer the Property, or any interest

in the Property, other than in accordance with the Solomons Lot Agreement.

(f) Unapproved Liens. A lien attaches to the Property without Solomons Lot's prior written approval, or You obtain any loan secured or to be secured by the Property that Solomons Lot has not approved in writing, whether recorded or unrecorded.

(g) Financial Difficulty. 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 Solomons Lot Agreement.

(i) Notices. You fail to timely provide to Solomons Lot any notice(s) required under the Solomons Lot Agreement.

(j) Condition of Property. You fail to maintain, preserve or repair the Property in accordance with Section 13.1.

(k) Transfer of Agreement. Any assignment, attempted assignment, or other transfer of the Solomons Lot Agreement by You in violation of the Solomons Lot 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 Solomons Lot or any of Solomons Lot's agents to affect a sale of the Property in connection with a Settlement Event.

(n) Other Adverse Acts. Any other occurrence, action or inaction by You which may have an adverse effect on the Property, the legal ownership of the Property, the value of the Property, or Solomons Lot's rights.

17. **Solomons Lot Rights and Remedies.**

17.1 Your performance under the Solomons Lot 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, Solomons Lot will provide You with a Notice Of Default which will state the triggering circumstances. Except as otherwise provided in the Solomons Lot 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 Solomons Lot Agreement. If You fail to cure within thirty (30) days, Solomons Lot may exercise any of its rights or remedies, subject to applicable law, including the following:

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

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

(c) Solomons Lot 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) Solomons Lot may seek monetary damages against You, including interest, attorney's fees, and costs.

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

(f) Solomons Lot may elect to exercise its right to a Conversion, then solicit and sell the entire Property, including Owner's 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, Owner shall be entitled to receive all other proceeds after the Settlement Payment is paid to Solomons Lot and Closing Costs have been paid to the applicable parties.

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

17.3 If Solomons Lot is required to pay money pursuant to a preference claim in a bankruptcy proceeding involving You, then such amount will become an Unpaid Owner Obligation and Solomons Lot is entitled to assert a claim against You for the same amount.

17.4 In any default situation where, in Solomons Lot's discretion, absent immediate action there could be material damage to the Property, Solomons Lot's interests therein or the value of the Solomons Lot Share, Solomons Lot may suspend the 30-day cure period and take immediate action to exercise any of its rights or remedies, subject to applicable law.

17.5 Solomons Lot is entitled to demand immediate termination of the Solomons Lot Agreement, the return of the Investment Payment and any other payments tendered to You, and the payment of the amount, if any, by which the Settlement Payment exceeds the Investment Payment, together with any and all attorney's fees and costs incurred by Solomons Lot 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 Solomons Lot 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 Solomons Lot Agreement, or (iii) any other uncured default by You under the terms of the Solomons Lot Agreement, Solomons Lot, in its discretion, may increase the Settlement Payment by an amount equal to ten percent (10%) of the Investment Payment.

17.7 Owner and Solomons Lot each waive and relinquish all rights either of them may now or later have to seek partition of the Property, whether in kind or by sale; provided, however, that Solomons Lot 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 Owner which asserts that any provision of the Solomons Lot 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), Solomons Lot, in its discretion, may offer to You the remedy of a "Non-Distressed Sale," as follows: If You accept Solomons Lot's offer of a Non-Distressed Sale, Solomons Lot may cure the default through one or more Protective Advances; in exchange You will give Solomons Lot the power to exclusively and unilaterally market and sell the Property, and You will cooperate and execute all documentation required by Solomons Lot 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 Solomons Lot'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) Solomons Lot may elect to calculate the Solomons Lot 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 Solomons Lot, but not any closing costs to be paid owed by the third-party buyer.

17.10 The remedies provided in the Solomons Lot 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 Solomons Lot to exercise its rights and remedies.

17.12 Protective Advances. If You fail to protect the Property and Solomons Lot's rights therein, Solomons Lot may make "Protective Advances," as defined in this Section, as Solomons Lot deems appropriate. Solomons Lot may make Protective Advances for things such as:

(a) The placement of insurance; the payment of taxes, assessments, levies, liabilities, obligations and other charges of every nature on the Property;

(b) The making of necessary repairs;

- (c) The cure of any defaulted loans secured by the Property; or
- (d) The removal of a receiver appointed for the Property.

Solomons Lot 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, Solomons Lot may make the payments itself. All such payments by Solomons Lot (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 Solomons Lot is not required if the Solomons Lot Agreement expressly so provides, or when Solomons Lot determines that prompt action is necessary to protect the Property and Solomons Lot's rights.

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

17.13 Solomons Lot may demand prompt reimbursement for any Protective Advances. You must reimburse Solomons Lot no later than 10 days after demand. Protective Advances incur interest at the rate of 8% per annum, subject to applicable law, from the date of demand until paid in full. Protective Advances, plus any associated interest charges, to the extent You do not reimburse Solomons Lot, become a component of Unpaid Owner Obligations.

18. **Insurance.**

18.1 Coverage.

18.1.1. You must maintain at Your sole expense:

(a) Insurance on the Property against fire and other hazards included in the special form (HO 3) policy (and any successor forms).

(b) Hazard insurance, including flood hazard, and any other insurance Solomons Lot 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.

(c) Liability insurance on the Property against such risks with coverage in an amount of at least one million dollars (\$1,000,000) for any single occurrence, or such lesser amount as is reasonable for similar properties in Your location.

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

18.1.3. Solomons Lot 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 Solomons Lot 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 Solomons Lot 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 Solomons Lot 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, Solomons Lot may obtain such coverage on the Property. Any such expenses paid by Solomons Lot are Protective Advances.

18.2 Distribution of Insurance Proceeds for Losses.

18.2.1. Subject to Your obligations and the requirements in connection with 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 Solomons Lot 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 Solomons Lot Agreement will continue, and the proceeds must promptly be applied to such restoration or repair, further subject to:

(a) Solomons Lot 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) Solomons Lot 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, Solomons Lot 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. Solomons Lot 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, Solomons Lot, 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 Solomons Lot in collecting and contesting with the insurers the payments under the relevant insurance policies, including attorney's fees that have been approved by Solomons Lot;
- (b) To payment of all Approved Existing Loans or Approved Subsequent Loans that have priority over the Solomons Lot Agreement;
- (c) To Solomons Lot, in an amount equivalent to the Settlement Payment as it would have been calculated had the Solomons Lot Agreement been settled immediately before the destruction or damage occurred; and
- (d) To You, the balance of the proceeds.

The Solomons Lot Agreement will end upon payment to Solomons Lot of the insurance proceeds as described in Section 18.2.5(c) above.

18.2.6. In the event of loss to Solomons Lot resulting directly from Your failure to maintain insurance, maintain insurance at the required coverage level, or obtain a claim, Solomons Lot shall be entitled to all remedies available under the Solomons Lot 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 is condemned in whole or in part during the Term, You shall immediately notify Solomons Lot of such condemnation and all condemnation proceeds will be distributed as follows:

- (a) To repay any reasonable costs and expenses incurred by You or Solomons Lot in collecting and contesting the condemnation proceeds, including attorney's fees that have been approved by Solomons Lot;
- (b) To payments for extinguishing all Approved Existing Loans or Approved Subsequent Loans that have priority over the Solomons Lot Agreement;
- (c) To Solomons Lot, in amount equal to the Settlement Payment;
- (d) To You, the balance of the proceeds.

19.2 In the case of a full condemnation, the Solomons Lot Agreement will end upon payment to Solomons Lot of the condemnation proceeds as described in Section 19.1(c) above.

19.3 In the case of a partial condemnation: (i) The Solomons Lot Agreement will continue and Solomons Lot will retain its rights with respect to any Property that has not been condemned; and (ii) after distribution of the proceeds of the partial condemnation in accordance with Section 19.1, for all remaining calculations to be made under the Solomons Lot Agreement, the Solomons Lot Share will be reduced by an amount equal to any condemnation proceeds paid to Solomons Lot under Section 19.1(c) above.

20. Arbitration.

20.1 In the event of any inconsistencies between the terms and conditions of the Solomons Lot 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 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 SOLOMONS LOT AGREEMENT OR THE PROPERTY, SHALL BE SUBJECT TO BINDING ARBITRATION UNDER THE ARBITRATION RULES OF JAMS, THE RESOLUTION EXPERTS (THE "RULES"), AND, BECAUSE THIS AGREEMENT SUBSTANTIALLY AFFECTS INTERSTATE COMMERCE THE PARTIES AGREE THIS 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 SOLOMONS LOT AGREEMENT. OWNER UNDERSTANDS THAT SOLOMONS LOT 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 SOLOMONS LOT AGREEMENT, ARBITRATION SHALL BE THE SOLE, EXCLUSIVE AND FINAL REMEDY FOR ANY DISPUTE BETWEEN THE OWNER AND BENEFICIARY. REMEDIES THAT WOULD OTHERWISE BE AVAILABLE TO OWNER UNDER APPLICABLE FEDERAL, STATE OR LOCAL LAWS SHALL REMAIN AVAILABLE. THE ARBITRATOR WILL HAVE NO AUTHORITY TO AWARD PUNITIVE DAMAGES OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, EXCEPT AS PROVIDED FOR BY THE RULES AND THE SOLOMONS LOT AGREEMENT, NEITHER THE OWNER NOR BENEFICIARY 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 BENEFICIARY ALLEGES OR CLAIMS A BREACH OF THE SOLOMONS LOT 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 SOLOMONS LOT 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 SOLOMONS LOT 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 Solomons Lot Agreement must be signed by each of You;
- (b) All of You are jointly and severally liable for liabilities and obligations under the Solomons Lot Agreement;
- (c) Notice required to be given to You is adequate if given to any of You; and
- (d) Solomons Lot may treat any notice received from any one of You as notice from all of You.

21.2 Revocable Trusts. If You are the trustee of a Revocable Trust:

(a) All trustees and all trustors must be disclosed in writing to Solomons Lot prior to the Effective

Date and must sign the Solomons Lot Agreement;

(b) All rights and powers specified for, and all actions required of, You in the Solomons Lot Agreement that are exercised by a trustee are deemed approved and exercised by all trustees unanimously;

(c) All trustees and all trustors, in their capacities as individuals, are jointly and severally liable with You for Your liabilities and obligations under the Solomons Lot Agreement;

(d) All representations and warranties by You in the Solomons Lot Agreement are made by all trustees on behalf of the Revocable Trust and by all trustees and all trustors in their capacities as individuals;

(e) Notice required to be given to You is adequate if given to any of the trustees;

(f) Solomons Lot may treat any notice received from any trustee as notice from all trustees and from You.

21.3 Notices.

21.3.1. You will immediately provide Solomons Lot with written notice of any event that may have a material effect upon the Property, the value of the Property, or Solomons Lot's rights, including but not limited to (i) the death or divorce 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) environmental matters affecting the Property; (iv) the commencement of any legal action involving the Property, or (v) 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 Solomons Lot, as applicable, set forth in Exhibit C.

21.3.3. The following notices are deemed not given by You (or Your Estate) to Solomons Lot until Solomons Lot 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; 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 Solomons Lot will each 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 Solomons Lot as authorized to receive notices under the Solomons Lot Agreement.

21.4 Unpaid Owner Obligations. Unpaid Owner Obligations, in total, are the sum of (i) any

unreimbursed Protective Advances plus any associated unpaid interest, fees and other charges; (ii) any unpaid Administration Fees; (iii) any Deferred Fees; (iv) any unpaid Appraisal Expenses and Inspection Expenses; and (v) any other amounts expended by Solomons Lot to protect its rights or the value of the Property in an Event Of Default.

21.5 Not A Loan. Solomons Lot and Owner agree that the Solomons Lot Agreement and the transaction contemplated thereunder, including payment of the Investment Payment and the sale of the Solomons Lot Percentage, is not a loan or extension of credit. Owner does not have an obligation to repay the Investment Payment, and there are not any required periodic payments of principal, interest or any other finance charges. As set forth herein, Solomons Lot may lose all or a portion of the Investment Payment. The Security Instrument secures Owner's performance and obligations under the Solomons Lot 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 Solomons Lot's investment return. To the fullest extent possible, Solomons Lot and Owner agree that the Solomons Lot 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.

21.6 Tax Benefits. Solomons Lot 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.

21.7 Voluntary Release by Solomons Lot. Solomons Lot may voluntarily rescind its rights under the Solomons Lot Agreement in writing at any time, in which case Solomons Lot will affect a full release of the Solomons Lot Agreement, and You may keep the Investment Payment and have no further obligation to Solomons Lot.

21.8 Release of Security Instrument. The Exchange Agreement shall remain in full force and effect subject to the terms and conditions herein in the event Solomons Lot voluntarily releases the Security Instrument on the Owner's Property.

21.9 Successors and Assignees.

21.9.1. Solomons Lot may assign, participate, hypothecate, securitize or sell, in whole or in part, the Solomons Lot Percentage and/or Solomons Lot's right and title to, and interest in the Solomons Lot Agreement at any time and to any person or entity without prior notice to, or consent of, Owner. In connection with any such transaction, Owner agrees and consents that Solomons Lot may in its discretion disclose any and all documents and information in its possession relating to Owner and the Property, including without limitation, "return information" 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 Solomons Lot's policies regarding privacy and disclosure of personal and financial information and applicable privacy laws. Upon such assignment, including assignments involving the transfer of Digital Assignment Contracts (DAC), a NFT1 standard Token on the Chia Blockchain, associated with the contract, Solomons Lot's assignee, or such other future assignee, shall automatically have all the rights and remedies of Solomons Lot under the Solomons Lot Agreement. Solomons Lot and Owner shall execute and deliver in recordable form, if requested, at Solomons Lot's expense, such other documents as are appropriate to reflect the assignment of the Solomons Lot Agreement. Owner agrees to cooperate with such assignee and execute such additional documents as may be necessary to ensure assignee's interest in the Solomons Lot Agreement. Solomons Lot, or its

successors and assigns, shall notify Owner no later than 60 days after the effective date of any such assignment.

21.9.2. Absent Solomons Lot's prior written consent, which consent may be withheld in Solomons Lot's discretion, Owner may not assign or otherwise transfer the Solomons Lot Agreement. In the event of an assignment of the Solomons Lot Agreement pursuant to this paragraph, the original Owner, jointly and severally with the additional Owner, shall continue to remain liable under the Solomons Lot Agreement, and such assignment will not trigger a Settlement Event. You shall be liable for all costs and expenses incurred by Solomons Lot related to such assignment.

21.9.3. The Solomons Lot Agreement shall be binding upon and insure to the benefit of Owner and Solomons Lot and their respective heirs, successors and assignees. If Owner dies, then the Solomons Lot Agreement shall be binding on Owner's estate. The death of Owner shall not terminate the Solomons Lot Agreement. Nothing in this provision shall permit assignment by Owner or Owner's estate of the Solomons Lot Agreement contrary to the express provisions of the Solomons Lot Agreement.

21.9.4. The Owner may assign fractional interests of the Solomons Lot Agreement to DAC holders. Each DAC, issued on the Chia blockchain, represents a fractional ownership interest in the Property. The transfer of DACs will be recognized as an assignment of the corresponding fractional interest in the Solomons Lot Agreement. Such assignment will be validated by the wallet signature of the DAC holder.

21.9.5. In the event the Solomons Lot Agreement is assigned through the sale of DACs, the transfer shall be validated through the assignee's wallet signature. The wallet signature shall serve as the official signature for the assignment, and Solomons Lot shall update the ownership records accordingly on the blockchain. The blockchain will keep a secure, tamper-proof record of all fractional owners as represented by the DACs. Owner agrees to provide any necessary cooperation to ensure the seamless transfer of rights under the Solomons Lot Agreement via DACs.

21.10 Right to Obtain or Disclose Certain Information. Subject to applicable laws, Solomons Lot may obtain certain personal and financial information as necessary to maintain the Solomons Lot Agreement, including Your credit report histories, or current balances and payoff amounts of loans secured by the Property. Subject to applicable laws, Solomons Lot may share certain personal and financial information about the Solomons Lot Agreement with affiliates, subsidiaries, investors, assignees and those with which it intends 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 Solomons Lot Agreement.

21.11 Covenants to Run with Land. The provisions of the Solomons Lot 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.

21.12 Indemnification. You hereby agree to indemnify, defend and hold Solomons Lot, 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 Solomons Lot 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 Solomons Lot Agreement and any documents or notices delivered

pursuant to this Solomons Lot Agreement or the related documents, including the risk of Solomons Lot acting on unauthorized instructions, and the risk of interception and misuse by third parties. You will not, without Solomons Lot'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 Solomons Lot. The indemnification provided by You herein shall be with respect to Losses involving third parties and Losses between You and Solomons Lot. Without limiting Your indemnification obligation, in no event will Solomons Lot's aggregate liability arising out of or related to the Solomons Lot Agreement or the Property exceed the Investment Payment.

21.13 Delegation of Duties. Solomons Lot may execute any of its duties under the Solomons Lot Agreement by or through agents. Solomons Lot 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. Solomons Lot will not be responsible for the negligence or misconduct of any agent that Solomons Lot selects.

21.14 Relationship. Solomons Lot 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 Solomons Lot's agents, assignees, affiliates, employees, directors or funding sources.

21.15 Applicable Law and Venue. The 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 Agreement will be contested in the venue where the Property is located. EACH PARTY IRREVOCABLY APPOINTS THE INDIVIDUAL(S) IDENTIFIED IN 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.

21.16 Waiver of Jury Trial. YOU AND SOLOMONS LOT 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 SOLOMONS LOT AGREEMENT, OR ANY OTHER DOCUMENTS AND INSTRUMENTS EXECUTED IN CONNECTION HEREWITH.

21.17 Further Assurances. The parties agree to correct any error or inaccuracy in the Solomons Lot 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 Solomons Lot Agreement.

21.18 Severability. Each provision of the Solomons Lot 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 Solomons Lot Agreement, but shall only affect that provision.

21.19 Waivers. A waiver by Solomons Lot of a breach of any term in the Solomons Lot Agreement by You will

not be considered (i) 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 Solomons Lot's right to declare an immediate or subsequent default.

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

21.21 Consent of Spouse/Domestic Partner. If You are married or in a civil union or registered domestic partnership on the date of the Solomons Lot Agreement and Your spouse or domestic partner, as applicable, is not named on the title to the Property and does not have an interest in the Property under applicable law, Solomons Lot may require Your spouse or domestic partner, as applicable, to execute and deliver to us a Consent of Spouse/Domestic Partner in the form of the attached Exhibit D. If You should marry or remarry or enter into a civil union or registered domestic partnership after the Effective Date, within thirty (30) days after the marriage, civil union, or domestic partnership, as applicable, You and Your spouse or domestic partner, as applicable, must execute and deliver a Consent of Spouse/Domestic Partner, except if that individual is added on the title to the Property or otherwise has an interest in the Property under applicable law, in which case he/she must execute, acknowledge and deliver the Solomons Lot Agreement and all and every such further acts, deeds, conveyances, deeds of trust, mortgages, assignments, notices of assignments, transfers and assurances as Solomons Lot may reasonably require (and fully cooperate, or procure cooperation with, all filings and recordings as Solomons Lot may reasonably require) in each case to protect its rights and interest under the Solomons Lot Agreement including, without limitation, Solomons Lot's interest in the Property. If Your spouse or domestic partner does not execute the Solomons Lot Agreement within the thirty (30) days after the marriage, civil union, or domestic partnership, or such other time period as mutually agreed upon in writing between You and Solomons Lot, Your death, rather than the later of Your death or Your spouse's or domestic partner's death, shall be deemed a Settlement Event in accordance with Sections 1.8.2 and 4.

21.22 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 our rights under and subordinated in all respects to the Security Instrument and Exchange Agreement, and any amounts due under the Solomons Lot Agreement, and to all extensions and modifications of the Solomons Lot Agreement.

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

21.24 Entire Agreement. The Solomons Lot Agreement and its Exhibits and attachments and any other documents executed at the Closing contain the entire understanding between the parties.

21.25 Titles. Titles are inserted in the Solomons Lot Agreement for reference purposes only and must not be used to interpret the Solomons Lot Agreement.

21.26 Counterparts. The Solomons Lot 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 Solomons Lot Agreement. You and Solomons Lot intend that faxed signatures and electronically imaged signatures such as .pdf files shall constitute original signatures and are binding on all parties. You and Solomons Lot further agree that the Solomons Lot 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 Solomons Lot to You, and that any electronic signatures appearing on the Solomons Lot Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

21.27 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 Solomons Lot Agreement.

(Tennessee Appendix)

If as a result of Owner's breach of any provision of the Solomons Lot Agreement Solomons Lot elects to exercise the power of sale and foreclose on the Property pursuant to the Solomons Lot Agreement, Solomons Lot may at its option declare any and all Liquidated Damages as Solomons Lot's sole and exclusive remedy and relief under the Solomons Lot Agreement, where "Liquidated Damages" is calculated as an amount equal to the sum of (i) the Settlement Payment as calculated pursuant to the Solomons Lot Agreement, (ii) in connection with Owner's failure to make any monetary payment, the sum of all monetary obligations owed to Solomons Lot by You under the Solomons Lot Agreement, and (iii) any and all amounts, properly chargeable to Owner as necessary to satisfy Owner's obligations under the Solomons Lot Agreement with respect to Owner's mortgage, tax and insurance obligations on the Property, including late fees, reinstatement fees and other amounts. SOLOMONS LOT AND OWNER ACKNOWLEDGE THAT THE ACTUAL DAMAGES TO SOLOMONS LOT WHICH WOULD RESULT FROM OWNER'S BREACH OF ANY PROVISION OF THE SOLOMONS LOT AGREEMENT WOULD BE EXTREMELY DIFFICULT TO CALCULATE OR ESTABLISH ON THE DATE OF THE SOLOMONS LOT AGREEMENT. IN ADDITION, OWNER DESIRES TO HAVE A LIMITATION PUT UPON OWNER'S POTENTIAL LIABILITY TO SOLOMONS LOT IN THE EVENT OF SUCH BREACH BY OWNER. BY PLACING THEIR INITIALS IN SPACES HEREINAFTER PROVIDED, SOLOMONS LOT AND OWNER SPECIFICALLY ACKNOWLEDGE AND AGREE, AFTER NEGOTIATION BETWEEN SOLOMONS LOT AND OWNER, THAT THE AMOUNT OF THE LIQUIDATED DAMAGES CONSTITUTES REASONABLE COMPENSATION TO SOLOMONS LOT FOR SUCH BREACH BY OWNER AND SHALL BE DISBURSED TO AND RETAINED BY SOLOMONS LOT AS LIQUIDATED DAMAGES IN THE EVENT OF SUCH BREACH BY OWNER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY.

Initials of Owner:

 RM

Initials of Solomons Lot:

 MH

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

Initials of Owner: BH

[Solomons Lot Exchange Agreement signature page]

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

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this
Solomons Lot


Forward Sale and Exchange Agreement as of the Effective Date.

SOLS LOT INC.:

By:

Title:

Date:


Matthew Hintz, CEO
12-31-24

Owner:

By:


Name: **Cedars Of Lebanon, Inc**

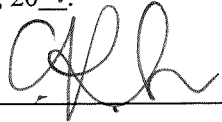
Acknowledgement

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.

COUNTY OF Davidson

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Matthew Hantz, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon his oath, the within named bargainer, and that he executed the foregoing instrument for the purposes therein contained.

Witness my hand seal at office this 31 day of December, 2021.

Notary Public 

My Commission Expires: _____



EXHIBIT A

PROPERTY DESCRIPTION

The following described lot or parcel of land situated in the Sumner County, Tennessee, within the corporate limits of the City of Gallatin, and more particularly described as follows:

Being the North 55 feet of Lot No. 3 and the South 20 feet of Lot No. 4 of Block "I" of the Green Hills Subdivision of record in Plat Book 1, page 89, in the Register's Office of Sumner County, Tennessee, reference to which is hereby made for a more complete description of said lots.

More commonly known as: 621 Martha Avenue Gallatin Tennessee 37066

Parcel ID / APN: 113LB02000000

[End of legal description]

EXHIBIT B

**SOLOMONS LOT CONVERSION
AGREEMENT**

This Solomons Lot Conversion Agreement (“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 Sols lot Inc., a Delaware corporation, with its principal offices at 414 Union St, Suite 1900, Nashville TN, 37219, and its successors and assigns (“Solomons Lot”), as of [Conversion Agreement Effective Date] (“Conversion Effective Date”).

WHEREAS, You and Solomons Lot entered into that certain Forward Sale and Exchange Agreement dated and effective as of {{effective_date}} (“Exchange Agreement”), secured by Your property located at {{property_address}}, {{city}}, {{state}} {{zip}} and any improvements thereon (“Property”), whereby you sold, transferred and conveyed to Solomons Lot the right to receive {{Solomons Lot_percentage}} percent (“Solomons Lot Percentage”) of the future value of the Property.

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

WHEREAS, a Settlement Event has occurred and Solomons Lot has elected to exercise its right to a Conversion

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

1. Conversion Terms.

- (a) Solomons Lot and You agree that the Solomons Lot Percentage shall convert into an undivided fee simple ownership percentage in the Property, including the related oil, mineral and water rights if currently owned by Owner, equal to the Solomons Lot Percentage (“Solomons Lot Ownership Percentage”).
- (b) Within [x] days of the Conversion Effective Date, Solomons Lot shall select an escrow agent in order to conduct the Conversion. Solomons Lot shall provide the escrow agent with instructions for the Conversion closing. You and Solomons Lot shall agree to a Conversion closing date not later than [x] days from the 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 Solomons Lot Ownership Percentage to Solomons Lot by executing a deed, the form of which is determined by Solomons Lot, in accordance with applicable law. You agree to cooperate and execute all other documentation on or prior to the Conversion Closing Date which Solomons Lot deems necessary to complete the Conversion.

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

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

(f) Solomons Lot 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, except in accordance with the terms and conditions of the Exchange Agreement.

(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, property taxes, assessments, maintenance and insurance. Solomons Lot shall have no responsibility for payment of any of these items, and You agree that You shall not seek payment of such amounts by Solomons Lot. You agree to defend, indemnify and hold Solomons Lot 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 the Solomons Lot.

2. Miscellaneous.

(a) The 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 Agreement will be contested in the venue where the Property is located.

(b) You understand that by entering into this Agreement you are transferring a portion of the ownership of Your Property to Solomons Lot. 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 hereof.

[SIGNATURE PAGE
FOLLOWS]

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

SOLS LOT INC.:

OWNER:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Draft Do Not Sign

Acknowledgement

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.

COUNTY OF _____

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon his oath, the within named bargainer, and that he executed the foregoing instrument for the purposes therein contained.

Witness my hand seal at office this ____ day of _____, 20__.

Notary Public _____

My Commission Expires: _____

Draft Do Not Sign

EXHIBIT C NOTICE

ADDRESSES

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

SOLOMONS LOT:	OWNER:
<p>Sols lot Inc. 414 Union St, Suite 1900 Nashville, TN 37219</p> <p>Personal or Overnight Delivery Sols lot Inc. 414 Union St, Suite 1900 Nashville, TN 37219</p> <p>Fax: 615-949-4909</p> <p>Email: Info@SolomonsLot.com</p>	<p>Cedars of Lebanon, Inc. 1002 Ragan Ct Goodlettsville, TN 37072</p> <p>Email: Brett@sellforcash.org</p>

EXHIBIT D
CONSENT OF SPOUSE/DOMESTIC
PARTNER

None, the spouse or registered domestic partner of Owner (“**Spouse**”), without assuming personal liability for the obligations under the Solomons Lot Agreement, as an inducement to Solomons Lot to enter into the Solomons Lot Agreement, agrees to subject and subordinate Spouse’s interest, whether arising as the result of being married to or the registered domestic partner of Owner or arising in any other manner, to the lien and security interest of the Solomons Lot Agreement, and waives and releases all claims with respect thereto, including without limitation any claim for homestead exemption or allowance. Spouse agrees to the execution of the Solomons Lot Agreement by Owner and agrees to be bound thereby to the extent of Spouse’s interest in any assets or property of Owner and further agrees that the community assets of Owner and Spouse shall be bound thereby. This consent shall not be construed as an agreement by Spouse that Spouse’s separate property is subject to the claims of Solomons Lot arising out of enforcement of the Solomons Lot Agreement.

**Spouse/Domestic
Partner:**

By: _____

Name: None

Date: _____

Draft Do Not Sign

Acknowledgement

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.

COUNTY OF _____

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon his oath, the within named bargainer, and that he executed the foregoing instrument for the purposes therein contained.

Witness my hand seal at office this ____ day of _____, 20__.

Notary Public _____

My Commission Expires: _____

Draft Do Not Sign

EXHIBIT E
ADMINISTRATION FEE SCHEDULE

Processing changes to Title:	\$300.00
Addition or removal of Solomons Lot Agreement signatory	
Other changes to Title including change of Title to Trust	
Processing Protective Advances made by Solomons Lot (per advance) due to:	\$250.00 ¹
Non-payment of property insurance, property taxes, mortgage or other obligation	
Deferred maintenance	
Processing Subordination Requests:	\$300.00
Recording and Reconveyance (per document):	\$75.00
Release of lien	
Quitclaim deeds	
Other requested release documentation	
Processing an Owner Buyout or Partial Buyout:	\$500.00
Processing a Permitted Sale:	\$500.00
Administering an Event Of Default	\$500.00 - \$3500.00 (estimated) ²

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 Solomons Lot to third parties (including persons and entities retained by Solomons Lot) 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.

¹ Plus interest on amounts advanced, in accordance with the Solomons Lot Agreement.

² The range of Administrative Fees and/or Protective Advances which may be charged by Solomons Lot in connection with 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 and/or Protective Advances 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 Solomons Lot charge any Administrative Fees or Protective Advances in connection with an Event Of Default unless they are customary, reasonable, bona fide and actually incurred. Interest may be charged on such Administrative Fees and/or Protective Advances, in accordance with the Solomons Lot Agreement.

EXHIBIT F GLOSSARY
OF TERMS

Administration Fees are reasonable fees that may be charged to Owner by Solomons Lot 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.

Approved Existing Loans are any pre-existing loans, as of the Effective Date, known to and approved by Solomons Lot as described in Section 11.2.

Approved Subsequent Loans are loans secured by liens on the Property that are approved by Solomons Lot and originated after the Effective Date, as described in Section 12.4.

Closing Costs are costs incurred in connection with the origination of the Solomons Lot 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.

Deferred Fees are Administration Fees for which Solomons Lot elects, in its discretion, to defer payment until a later date, as described in Section 15.2.

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 Solomons Lot 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 Solomons Lot that closes or settles any transaction contemplated under the Solomons Lot Agreement.

Event Of Default is a breach of the terms of the Solomons Lot Agreement by Owner, as described in Section 16. Exchange Rate is the price of the Solomons Lot Agreement, as set forth in the Table of Key Terms.

Expiration Date is the date upon which the Solomons Lot 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 Owner 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 Solomons Lot does not share in any Property value attributable to Property improvements made by Owner during the Term, as described in Section 7.1.

Investment Payment is the gross cash payment paid by Solomons Lot and received by Owner 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.

Last Surviving Signatory is the last surviving individual who is a signatory to the Solomons Lot Agreement, including any signatory added by addendum after the Effective Date. The death of the Last Surviving Signatory is a Settlement Event, as described in Section 4.

Maintenance Addendum is an addendum to the Exchange Agreement (see Exhibit G) whereby Solomons Lot 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 Solomons Lot does not share in any loss in Property value attributable to Owner's failure to properly maintain the Property during the Term, as described in Section 7.2.

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

Net Closing Proceeds is the net amount you receive from the Solomons Lot Agreement, as described in Section 1.5.2(c).

Non-Distressed Sale is a remedy to a foreclosure action by a mortgage lender, tax authority or other lien holder that Solomons Lot, in its discretion, may offer to Owner. It is intended to result in a non-distressed sale of the Property and protect Owner's and Solomons Lot'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 Solomons Lot 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 Solomons Lot at closing to offset some of the processing and administrative costs of the Solomons Lot Agreement, as set forth in the Table of Key Terms.

Owner Buyout is a Settlement Event in which Owner chooses to buy Solomons Lot out in accordance with the provisions of Section 3.

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

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

Partial Solomons Lot Share is the portion of the Solomons Lot Share Owner may 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 Solomons Lot, as described in Section 11.2.

Permitted Sale is a Settlement Event in which Owner sells 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 Solomons Lot on Owner's behalf to protect the value of the Property, as described in Section 17.12.

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

Settlement Date is the date the Solomons Lot Agreement is terminated and settled in accordance with the Solomons Lot Agreement.

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

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

Settlement Statement is a statement provided by Solomons Lot 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 Solomons Lot Share, as described in section 1.8.1.

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

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

Total Home Finance is the total amount of financing that is secured by the Property during the Term, as described in Section 12.1.

Total Home Finance Limit is the percentage limit on the amount of financing that can be secured by the

Property, as set forth in the Table of Key Terms, described in Section 12 and subject to adjustment as provided in Section 14.8.

Solomons Lot Percentage is the percentage of the home's future value that Solomons Lot will share, as set forth in the Table of Key Terms.

Solomons Lot Share is the dollar amount of Solomons Lot'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 Administration Fees, Deferred Fees, Protective Advances (and any associated interest or other charges), Appraisal Expenses, Inspection Expenses and other amounts expended by Solomons Lot 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 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.

EXHIBIT G

MAINTENANCE ADDENDUM TO SOLOMONS LOT AGREEMENT

Reference is made to that certain Solomons Lot Agreement by and between (“Owner”) and [Solomons Lot], its successors and assigns (“Solomons Lot”) in connection with the Property. Capitalized terms used herein are defined in the Solomons Lot Agreement.

Section 7.2 of the Solomons Lot Agreement provides for Solomons Lot to identify, as of the Effective Date, on a Maintenance Addendum to the Solomons Lot Agreement, certain repair items, defects or conditions on the Property (Deferred Maintenance), and expressly reserve such Deferred Maintenance items for application by Solomons Lot of a Maintenance Adjustment in connection with the determination of the Sharable Value and the Solomons Lot Share at the time of a Settlement Event, Partial Buyout or Event Of Default.

The following Deferred Maintenance items are so identified and

reserved: [maintenance items]

If the Deferred Maintenance items listed above have not been fully corrected or repaired by Owner at the time of any determination of the Sharable Value and the Solomons Lot Share, Solomons Lot will have the right under the Solomons Lot Agreement to make, in consultation with one or more independent, third-party appraisers, property inspectors, home repair contractors and other experts not unaffiliated with Solomons Lot, a commercially reasonable estimate of the dollar amount which is required, at that time, to repair such Deferred Maintenance, without reference to any repair estimates that may have been obtained by Owner, and to apply such dollar amount as a “Maintenance Adjustment” to Ending Home Value when calculating the Sharable Value, the Solomons Lot Share and the Settlement Amount.

Solomons Lot will have no liability in connection with, or for Owner’s failure to cure, the Deferred Maintenance items listed above.

This Addendum may be executed in counterparts. SOLS LOT INC.: by:

Title: _____

Date: _____

OWNER:

Name: Cedars of Lebanon, Inc.