

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667094

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Purchase Agreement		
RESUBMIT DOCUMENT ID:	900628786		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Renovate America, Inc.		12/21/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Finance of America Mortgage LLC		
Street Address:	2500 Dallas Parkway, Suite 430		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75093		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5101369	BENJI	
CORRESPONDENCE DATA			
Fax Number:	8043447999		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	804-788-8772		
Email:	hwritm@huntonak.com		
Correspondent Name:	J. G. Maynard, Hunton Andrews Kurth LLP		
Address Line 1:	951 East Byrd Street		
Address Line 2:	Riverfront Plaza, East Tower		
Address Line 4:	Richmond, VIRGINIA 23219-4074		
ATTORNEY DOCKET NUMBER:	084181.0000068		
NAME OF SUBMITTER:	John Gary Maynard, III		
SIGNATURE:	/John Gary Maynard, III/		
DATE SIGNED:	08/12/2021		
Total Attachments: 333			
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Agreement)³ free and clear of all liens, claims, encumbrances and interests of any kind, (b) authorizing the assumption and assignment of any executory contracts or unexpired leases to be assumed and assigned, (c) authorizing the Buyer to credit bid all or a portion of the DIP Payoff Amount (as defined in the Purchase Agreement), and (d) granting related relief; and the Court having entered an order on January 8, 2021 [Docket No. 95] (the "Bidding Procedures Order"), approving the Bidding Procedures in connection with the Sale as attached as Exhibit 1 to the Bidding Procedures Order (the "Bidding Procedures"), including, among other things, the proposed form of notice of the Sale Hearing; and upon the Buyer and the Debtors having entered into the Purchase Agreement; and the Debtors having determined, after an extensive marketing and sale process, that the Buyer has submitted the highest or otherwise best bid for the Assets and having selected the Buyer as the Successful Bidder in accordance with the Bidding Procedures; and all parties in interest having been heard or having had the opportunity to be heard regarding the Purchase Agreement and all relief related thereto; and the Court having conducted the Sale Hearing to consider entry of the Sale Order on March 9, 2021; and upon the full record of these Chapter 11 Cases, the Sale Hearing, and all of the proceedings had before the Court; and the Court having found and determined that the relief granted hereby is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest, and that the legal and factual bases set forth in the Motion, the *Declaration of Shawn Stone, Chief Executive Officer of Renovate America, Inc. In Support of Chapter 11 Petition and First Day Motions* [Docket No. 12], and the arguments of counsel made and the evidence proffered or adduced at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation and good cause appearing therefor:

³ A copy of the Purchase Agreement, together with the First Amendment to Asset Purchase Agreement dated as of December 24, 2020, Second Amendment to Asset Purchase Agreement dated as of January 19, 2021, and Third Amendment dated as of March 9, 2021, is attached hereto as Exhibit A.

IT IS HEREBY FOUND AND DETERMINED THAT:⁴

A. Jurisdiction. The Court has jurisdiction to hear and determine the Motion and to grant the relief requested in the Motion pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b).

B. Venue. Venue of these Chapter 11 Cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409. The Motion is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). The Court may enter a final order with respect to the Motion, the Sale, and all related relief, in each case, consistent with Article III of the United States Constitution.

C. Statutory and Legal Predicates. The statutory and legal predicates for the relief requested in the Motion are sections 105, 363 and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”), Rules 2002, 6004, 6006, 9007, 9008, 9014 and 9019 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2002-1 and 6004-1 of the Local Rules of Bankruptcy Practice and Procedure (the “Local Rules”) of the United States Bankruptcy Court for the District of Delaware (the “Court”).

D. Notice. In accordance with the Bidding Procedures Order, and as evidenced by the Affidavit of Service of Giovanna M. Luciano filed with this Court [Docket No. 108] (the “Luciano Affidavit”), the Debtors served the Sale Notice (as defined in the Bidding Procedures Order) on: (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel to the DIP Lender; (iii) all taxing authorities in the states where the Debtors are located, including the Internal Revenue Service, and all other federal, state and local taxing and regulatory authorities known to the Debtors to assert jurisdiction over the Debtors or which are reasonably expected by

⁴ The findings and conclusions set forth herein constitute this Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. The Court’s findings shall also include any oral findings of fact and conclusions of law made by the Court during or at the conclusion of the Sale Hearing. This Sale Order shall constitute the findings of fact and conclusions of law and shall take immediate effect upon execution hereof.

the Debtors to have Claims, contingent or otherwise, in connection with the ownership of the Assets, or to have any known interest in the relief requested by the Motion; (iv) all parties that have requested or that are required to receive special notice pursuant to Bankruptcy Rule 2002; (v) all Persons known or reasonably believed by the Debtors to have asserted any lien, claim, encumbrance, right of first refusal, or other interest in or upon any of the Assets; (vi) the non-Debtor parties to the Debtors' executory contracts and unexpired leases; (vii) all Persons known or reasonably believed to have expressed an interest in acquiring the Assets within six months prior to the Petition Date; (viii) the United States Attorney's office; (ix) the Buyer; (x) any applicable federal, state and local environmental agencies; (xi) the Debtors' current and former customers; and (xii) all parties to any litigation involving the Debtors. In accordance with the Bidding Procedures Order, and as evidenced by the Luciano Affidavit, the Debtors also served the Sale Notice (as defined in the Bidding Procedures Order) on all known creditors.

E. Notice Sufficient. Based upon the Luciano Affidavit and the evidence presented at the Sale Hearing, actual written notice of the Motion, the Bidding Procedures Order, the Bidding Procedures, the Sale Hearing, the Sale, the potential assumption and assignment of the Assigned Contracts, and the transactions contemplated thereby, has been provided in accordance with the Bidding Procedures Order, sections 105(a), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 9006, and Local Rules 2002-1 and 6004-1. A reasonable opportunity to object to or be heard regarding the Motion and the relief requested therein and to the entry of this Sale Order has been afforded to those parties entitled to notice pursuant to Bankruptcy Rule 6004(a). With respect to entities whose identities are not readily ascertainable by the Debtors, publication of the Notice of Bidding Procedures, Auction Date and Sale Hearing (as defined in the Bidding Procedures Order) in *The USA Today (National Edition)* on February 12, 2021 and

The Los Angeles Times on February 12, 2021 was sufficient and reasonably calculated under the circumstances to reach all such entities. As evidenced by the affidavits of service and publication previously filed with the Court [Docket Nos. 108, 147, 159, 227, 228 & 233] and based on the representations of counsel at the Sale Hearing, due, proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing, the Auction, the Sale, and the assumption of the Assigned Contracts to be assumed at or after Closing pursuant to this Sale Order has been provided in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, and 9014, the Local Rules, and the Bidding Procedures Order. Notice of the Sale Motion, the Sale Hearing, the Auction, the Sale, and the assumption of the Assigned Contracts to be assumed at or after Closing pursuant to this Sale Order was and is timely, proper, sufficient, appropriate under the particular circumstances, and reasonably calculated to provide the Notice Parties and all other interested parties with timely and proper notice under the circumstances of these Chapter 11 Cases, and no other or further notice with respect to such matters is, or shall be, required.

F. Assets Property of the Estates. The Assets sought to be transferred by the Debtors to the Buyer pursuant to the Purchase Agreement are property of the Debtors' estates and title thereto is vested in the Debtors' estates. The Debtors are the sole and rightful owners of such Assets with all right, title and interest to transfer and convey the Assets to the Buyer, and no other person has any ownership right, title, or interests therein (except for the security interests arising under the FAM DIP Credit Agreement and related documents).

G. Sufficiency of Marketing. (i) The Debtors and their advisors engaged in a robust and extensive marketing and sale process for the Assets through their prepetition marketing efforts and the postpetition sale process pursuant to the Bidding Procedures Order and the

Bidding Procedures; (ii) the Debtors and their advisors conducted a fair and open sale process; (iii) the sale process, the Bidding Procedures and the actions of the Debtors and the Buyer in connection therewith were non-collusive, duly noticed and provided a full, fair and reasonable opportunity for any entity to make an offer to purchase the Assets; and (iv) the process conducted by the Debtors pursuant to the Bidding Procedures obtained the highest or otherwise best value for the Assets for the Debtors and their estates, and any other transaction would not have yielded as favorable an economic result.

H. Purchase Agreement. On December 21, 2020, the Debtors entered into the Purchase Agreement, which provided the Debtors the ability to accept higher or better offers. In accordance with the Bidding Procedures Order and the Bidding Procedures, the transactions contemplated by the Purchase Agreement were deemed a Qualified Bid and the Buyer was eligible to participate in the Auction.

I. Bid Deadline and Cancelled Auction. The Bid Deadline passed on February 23, 2021 at 8:00 p.m. (prevailing Eastern Time) in accordance with the Bidding Procedures and Bidding Procedures Order. The Debtors cancelled the Auction in accordance with the Bidding Procedures and Bidding Procedures Order because no other Qualified Bids (as defined in the Bidding Procedures) were submitted. Pursuant to the terms of the Bidding Procedures, the Purchase Agreement constituted the highest and best bid and, therefore, was designated as the Successful Bid. On February 24, 2021, the Debtors filed the *Notice of Successful Bidder and Cancellation of Auction* [Docket No. 262] identifying the Buyer as the Successful Bidder in accordance with the Bidding Procedures Order. As established by the record of the Sale Hearing, the bidding and related procedures established by the Bidding Procedures Order have been complied with in all material respects by the Debtors and the Buyer. The Bidding Procedures

afforded a full, fair, and reasonable opportunity for any Person to make a higher or otherwise better offer to purchase the Assets, and the Purchase Agreement constitutes the best and highest offer for the Assets.

J. Corporate Authority. Subject to the entry of this Sale Order, each Debtor has: (i) full requisite corporate or other organizational power and authority to execute, deliver, and perform its obligations under the Purchase Agreement and all other documents contemplated thereby and (ii) taken all requisite corporate or other organizational action and formalities necessary to authorize and approve the execution, delivery and performance of its obligations under the Purchase Agreement and to consummate the transactions contemplated by the Purchase Agreement (including the Sale) (collectively, the "Transactions"), including as required by their respective organizational documents, and, upon execution thereof, the Purchase Agreement and the related documents were or will be duly and validly executed and delivered by such Debtor and enforceable against such Debtor in accordance with its terms and, assuming due authorization, execution, and delivery thereof by the other parties thereto, constituted or will constitute a valid and binding obligation of such Debtor. No government, regulatory, or other consents or approvals, other than those expressly provided for in the Purchase Agreement, were required for the execution, delivery, and performance by the Debtors of the Purchase Agreement or the consummation of the Transactions (including the Sale) contemplated thereby. No consents or approvals of the Debtors, other than those expressly provided for in the Purchase Agreement or this Sale Order, are required for the Debtors to consummate the Sale.

K. Compliance with Bidding Procedures and Bidding Procedures Order. As demonstrated by the testimony and other evidence proffered or adduced at the Sale Hearing and the representations of counsel made on the record at the Sale Hearing, the Debtors have

adequately marketed the Assets and conducted the sale process in compliance with the Bidding Procedures and the Bidding Procedures Order, and the bidding process was conducted in a non-collusive, fair, and good faith manner. The Debtors and their professionals conducted the sale process in compliance with the Bidding Procedures and the Bidding Procedures Order and have afforded potential purchasers a full and fair opportunity to participate in the bidding process for the Assets and to make higher or better offers. In accordance with the Bidding Procedures Order, the Purchase Agreement was deemed a Qualified Bid and the Buyer was a Qualified Bidder eligible to participate at the Auction. The Buyer acted in compliance with the Bidding Procedures and the Bidding Procedures Order and conducted itself in a non-collusive, fair, and good faith manner. In accordance with the Bidding Procedures and the Bidding Procedures Order, the Debtors determined that the bid submitted by the Buyer and memorialized by the Purchase Agreement is the Successful Bid.

L. Arm's-Length and Buyer's Good Faith. The Purchase Agreement was negotiated and is undertaken by the Debtors their management, and their boards of directors or equivalent governing bodies, and representatives, and the Buyer and its management, board of directors or equivalent governing body, officers, directors, employees, agents, members, managers and representatives at arm's length without collusion or fraud, and in good faith within the meaning of section 363(m) of the Bankruptcy Code. The Buyer is not an "insider" of any Debtor as that term is defined by section 101(31) of the Bankruptcy Code. The Buyer (i) recognized that the Debtors were free to deal with any other party interested in acquiring the Assets, (ii) complied with the applicable Bidding Procedures and the Bidding Procedures Order in all respects, and (iii) willingly subjected its bid to the competitive Bidding Procedures approved in the Bidding Procedures Order. The Debtors and the Buyer have not engaged in any conduct that would cause or permit the

Purchase Agreement or the consummation of the Sale to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code. All payments to be made by the Buyer and other agreements or arrangements entered into by the Buyer in connection with the Sale have been disclosed, neither the Buyer nor the Debtors have violated section 363(n) of the Bankruptcy Code by any action or inaction, and no common identity of directors, managers or controlling stockholders exists between and among the Buyer on the one hand, and the Debtors, on the other. As a result of the foregoing, the Buyer is a “good faith” purchaser within the meaning of section 363(m) of the Bankruptcy Code, and as such, is entitled to the full rights, benefits, privileges, and protections afforded thereby, including in the event this Sale Order or any portion thereof is reversed or modified on appeal, and each of the Buyer and Debtors otherwise have proceeded in good faith in all respects in connection with the Sale.

M. Highest or Best Offer. The total consideration provided by the Buyer for the Assets as reflected in the Purchase Agreement is the highest and best offer received by the Debtors for the Assets. No other person or entity or group of Persons has submitted a Qualified Bid prior to the Bid Deadline. Therefore, in accordance with the Bidding Procedures Order, (i) the Debtors did not conduct the Auction and (ii) the Debtors determined that the Purchase Agreement constituted the highest and best offer and selected the Purchase Agreement as the Successful Bid. The Debtors’ determination that the Purchase Agreement constitutes the highest and best offer and the Debtors’ selection of the Purchase Agreement as the Successful Bid each constitute a valid and sound exercise of the Debtors’ business judgment and the Debtors’ decision to enter into the Purchase Agreement and the Transactions constitutes a proper exercise of the fiduciary duties of the Debtors and their officers and managers. The offer of the Buyer, upon the terms and conditions set forth in the Purchase Agreement, including the total consideration to be realized by the Debtors

thereunder, (i) is the highest and best offer received by the Debtors after extensive marketing, including through the Bidding Procedures and (ii) is in the best interests of the Debtors, their creditors, their estates and other parties in interest. Taking into consideration all relevant factors and circumstances, no other entity has offered to purchase the Assets for greater economic value to the Debtors or their estates.

N. Credit Bid. Pursuant to the Purchase Agreement and sections 363(b) and 363(k) of the Bankruptcy Code, Buyer is permitted to credit bid against the Purchase Price all or a portion of the unpaid obligations of the Debtors to Buyer under the FAM DIP Credit Agreement as of Closing, if any, together with accrued but unpaid fees and interest, calculated in accordance with the FAM DIP Credit Agreement as of two Business Days before Closing (the "Credit Bid"). With respect to the Credit Bid, the Court finds and determines that:

- i. The Credit Bid is a valid and proper offer pursuant to the Bidding Procedures Order;
- ii. There is no cause to limit the amount of the Credit Bid pursuant to section 363(k) of the Bankruptcy Code; and
- iii. In accordance with Bankruptcy Code section 363(k), the Debtors shall value each dollar of the Credit Bid as equivalent to one dollar of cash, and such valuation was appropriate and represents a reasonable exercise of the Debtors' business judgment.

O. No Fraudulent Purpose. The Purchase Agreement was not entered into, and none of the Debtors nor the Buyer have entered into the Purchase Agreement, or propose to consummate the Sale, for the purpose of hindering, delaying or defrauding the Debtors' present or future creditors. None of the Debtors nor the Buyer have entered into the Purchase Agreement, or are

proposing to consummate the Sale, fraudulently for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims whether under the Bankruptcy Code or the laws of the United States, any state, territory, possession thereof, the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing.

P. Transfer of Interests Free and Clear. The Debtors are the sole and lawful owners of the Assets and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. Subject to section 363(f) of the Bankruptcy Code, and except as otherwise expressly provided in the Purchase Agreement or this Sale Order, including paragraph 22 of this Sale Order, the transfer of the Assets to the Buyer will be, as of the Closing Date, a legal, valid, and effective transfer of the Assets, on an "as is, where is" basis and free of all representations and warranties (other than those set forth in the Purchase Agreement), which transfer vests or will vest the Buyer with all right, title, and interest of the Debtors to the Assets free and clear of all liens, claims (including those that constitute a "claim" as defined in section 101(5) of the Bankruptcy Code), rights, liabilities, security interests, hypothecations, preferences, debts, suits, licenses, options, judgments, orders and decrees of any court, taxes (including foreign, state and local taxes), covenants, restrictions, against any of the Debtors or the Assets, including, without limitation, any debts arising under or out of, in connection with, or in any way relating to, any acts or omissions, obligations, demands, guaranties, *de facto* merger claims, causes of action (whether in law or in equity, under any law), whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, whether known or unknown, contingent or matured, perfected or unperfected, liquidated or unliquidated, statutory or non-statutory, legal or equitable or otherwise arising under or out of, in connection with, or in any way related to any of the Debtors, any of the Debtors' interests in the Assets, the operation of any of the Debtors' businesses before

the effective time of the Closing (collectively, “Claims”). For the avoidance of doubt, “Claims” shall include any and all claims against the Debtors held by Western Riverside Council of Government (“WRCOG”), as described in WRCOG’s motion for relief from stay [Docket No. 153]. The Debtors served the Sale Notice (as defined in the Bidding Procedures Order), together with a copy of the Bidding Procedures Order and the Bidding Procedures (as defined in the Bidding Procedures Order) on all parties who are known or reasonably believed, after reasonable inquiry, to have asserted any Claims with respect to the Assets. The Buyer would not have entered into the Purchase Agreement and would not consummate the transactions contemplated thereby if the sale of the Assets that are owned by the Debtors was not free and clear of all Claims, if the Buyer would, or in the future could, be liable for any such Claims or if the Credit Bid were not components of the Sale. A sale of the Assets owned by the Debtors other than one free and clear of all Claims would adversely impact the Debtors, their estates and their creditors, and would yield substantially less value for the Debtors’ estates, with less certainty than the Sale.

Q. Satisfaction of Section 363(f) Standards. The Debtors are authorized to sell the Assets free and clear of all Claims because, with respect to each creditor or other Person asserting a lien or other Encumbrance, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Each creditor or other Person asserting a lien or other Encumbrance has, subject to the terms and conditions of this Sale Order, consented to the Sale or is deemed to have consented. All parties in interest, including without limitation any holders of Claims that did not object, or who withdrew their objection, to the Sale or the Motion, are deemed to have consented to the relief granted herein pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Claims who did object that have an interest in the Assets could be compelled in a legal or equitable proceeding to accept money satisfaction of such Claim pursuant to section

363(f)(5) or fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are therefore adequately protected by having their Claims that constitute interests in the Assets, if any, attach solely to the proceeds of the Sale ultimately attributable to the property in which they have an interest, in the same order of priority and with the same validity, force and effect that such holders had prior to the Sale, subject to any defenses of the Debtors. All Persons having Claims of any kind or nature whatsoever against the Debtors or the Assets shall be forever barred, estopped and permanently enjoined from creating, perfecting, pursuing, enforcing, attaching, collecting, recovering, or asserting such Claims against the Buyer or any of its assets, property, affiliates, successors, assigns, or the Assets.

R. Assumption and Assignment of Assigned Contracts. The assumption and assignment of the Assigned Contracts is integral to the Purchase Agreement, is in the best interests of the Debtors and their estates, and represents the valid and reasonable exercise of the Debtors' sound business judgment. Specifically, the assumption and assignment of the Assigned Contracts to the Buyer (i) is necessary to sell the Assets to the Buyer, (ii) allows the Debtors to sell their business to the Buyer as a going concern, and (iii) limits the losses suffered by counterparties to the Assigned Contracts.

S. Cure Notice. As evidenced by the certificates of service filed with the Court [Docket Nos. 147, 159], and in accordance with the provisions of the Bidding Procedures Order, the Debtors have served, prior to the Sale Hearing, a Contract Notice (as defined in the Bidding Procedures Order) [Docket Nos. 106, 155], including notice of the related proposed Cure Amount, and an Assumption Notice (as defined in the Bidding Procedures Order) [Docket Nos. 287, 317] on each non-debtor counterparty to a Contract. The service of the Contract Notice (including any supplement thereto) was timely, good, sufficient and appropriate under the circumstances and no

further notice need be given with respect to the Cure Amounts for the assumption and assignment of the Assigned Contracts. All non-debtor parties to the Assigned Contracts have had a reasonable opportunity to object both to the Cure Amounts listed on the applicable Contract Notice (including any supplement thereto) and to the assumption and assignment of the Assigned Contracts. No defaults exist in the Debtors' performance under the Assigned Contracts as of the date of this Sale Order other than the failure to pay the Cure Amounts, as may be required, or such defaults that are not required to be cured.

T. No Successor Liability. The Buyer is not a mere continuation of the Debtors or their estates, and there is no continuity of enterprise or common identity between the Buyer and the Debtors. The Buyer is not holding itself out to the public as a continuation of the Debtors or their estates. The Buyer is not an "insider" or "affiliate" of the Debtors, as those terms are defined in the Bankruptcy Code, and no continuity or common identity of incorporators, directors, managers or stockholders exists now or has ever existed between the Buyer on the one hand, and the Debtors, on the other. The conveyance of the Assets does not amount to a consolidation, merger or *de facto* merger of the Buyer and the Debtors or the Debtors' estates, there is not substantial continuity between the Buyer and the Debtors, and the Buyer does not constitute a successor to the Debtors or the Debtors' estates. Subject to paragraph 22 of this Sale Order, the Buyer's acquisition of the Assets shall be free and clear of any "successor liability" claims of any nature whatsoever, whether known or unknown and whether asserted or unasserted as of the Closing.

U. Sale as an Exercise of Business Judgment. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for approval of and entry into the Sale Motion, the Sale, the Purchase Agreement, and all related agreements (the "Related Agreements").

The Debtors' entry into and performance under the Purchase Agreement and Related Agreements: (i) are a result of due deliberation by the Debtors and constitute a sound and reasonable exercise of the Debtors' business judgment consistent with their fiduciary duties; (ii) provide value to and are beneficial to the Debtors' estates, and are in the best interests of the Debtors and their estates, creditors and other parties in interest; and (iii) are reasonable and appropriate under the circumstances. Business justifications for the Sale include, but are not limited to, the following: (x) the purchase consideration set forth in the Purchase Agreement constitutes the highest or otherwise best offer received for the Assets; (y) the Purchase Agreement and the transactions contemplated thereby present the best opportunity to maximize the value of the Assets; and (z) the value of the Debtors' estates will be maximized through the sale of the Assets pursuant to the Purchase Agreement.

V. Compelling Reasons for an Immediate Sale. Good and sufficient reasons for approval of the Purchase Agreement have been articulated by the Debtors, and the Debtors' decision to enter into the Purchase Agreement and the Transactions contemplated thereby represents an exercise of sound business judgment. The Debtors have demonstrated compelling circumstances for the Sale outside: (a) the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code and (b) a plan of reorganization or liquidation (as the case may be), in that, among other things, the immediate consummation of the Sale to the Buyer is necessary and appropriate to preserve and to maximize the value of the Debtors' estates. Accordingly, there is cause to lift the stay contemplated by Bankruptcy Rules 6004 and 6006 with respect to the transactions contemplated by this Sale Order.

W. No Sub Rosa Plan. The Purchase Agreement and the Sale do not constitute a *sub rosa* chapter 11 plan. Neither the Purchase Agreement nor the Sale impermissibly restructures

the rights of the Debtors' creditors, nor impermissibly dictates the terms of a chapter 11 plan for the Debtors.

X. Valid and Binding Release. The proposed compromises and resolutions embodied in the Seller Release and the Buyer Release (each as defined in the Purchase Agreement) (collectively, the "Purchase Agreement Releases") are reasonable and appropriate and a valid exercise of the Debtors' business judgment, and the consideration provided for in the Purchase Agreement, and other good and valuable consideration provided to the Debtors, their Estates, and the Buyer in connection with the Sale, constitutes fair and appropriate consideration for the Purchase Agreement Releases, as applicable. The Seller Release is required by the Buyer in order to enter into and perform in accordance with the Sale and providing such release is in the best interests of the Debtors, their estates, creditors and other parties in interest. The Claims and causes of action released through the Purchase Agreement Releases are complex and in the absence of the release would involve extended and expensive litigation, the outcome of which would be uncertain.

Y. Final Order. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, waives any stay, and expressly directs entry of judgment as set forth herein. The Debtors have demonstrated compelling circumstances and a good, sufficient and sound business purpose and justification for the immediate approval and consummation of the Sale as contemplated by the Purchase Agreement. Buyer, being a good faith

purchaser under section 363(m) of the Bankruptcy Code, may close the Sale contemplated by the Purchase Agreement at any time after entry of this Sale Order.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

1. Motion Granted. The relief requested in the Motion is GRANTED as set forth herein.

2. Findings of Fact and Conclusions. The Court's findings of fact and conclusions of law in the Bidding Procedures Order and the record of the hearings with respect to the Bidding Procedures Order are incorporated herein by reference.

3. Objections Overruled; Settlement of Committee Objection and UST Objection.

a. All objections, reservations of rights, or other responses, if any, with regard to the relief sought in the Motion that have not been withdrawn, waived, settled, or otherwise dealt with as expressly provided herein or on the record at the Sale Hearing are hereby overruled on the merits, with prejudice.

b. The Official Committee of Unsecured Creditors (the "Committee") has withdrawn their *Objection of the Official Committee of Unsecured Creditors to the Motion* [Docket No. 271] (the "Committee Objection") and the United States Trustee (the "UST") has withdrawn its *Objection to the Motion* [Docket No. 249] (the "UST Objection") as a result of the transactions reflected in the Third Amendment to Asset Purchase Agreement dated as of March 9, 2021 (the "Third APA Amendment") and other agreements set forth on the record at the Sale Hearing. As more specifically set forth in the Third APA Amendment, as a result of negotiations by and among the Debtors, Committee, and Buyer: (i) the Cash Consideration payable by the Buyer pursuant to Section 2.5(a) of the Purchase Agreement shall be increased by \$350,000; (ii) the definition of "Purchased Assets" shall be expanded to include all Avoidance Actions against each employee of

the Debtors that received payments under the Seller's insider 2020/2021 Retention Bonus plan; (iii) the definition of "Purchased Assets" shall be modified to include the "(v) Additional D&O Claims, if any, and (vi) any and all derivative and other claims and causes of action against Tom Cavallo in his capacity as a director and officer of Seller" and to provide that any direct or derivative claim or cause of action against any director or officer of the Debtors that is not expressly included as a Purchased Asset pursuant to the Third APA Amendment shall constitute an Excluded Asset that is retained by the Debtors. In addition, as set forth on the record at the Sale Hearing, (i) the Transition Services Agreement shall be on terms substantially similar to those reviewed and approved by the Committee on March 8, 2021, and (ii) the Buyer and Debtors shall use commercially reasonable efforts to close the transactions contemplated by the Purchase Agreement on March 26, 2021 or as soon thereafter as practicable. At the conclusion of the term of the Transition Services Agreement, the Buyer will provide a specific release of Avoidance Actions to each Employee who received payments under the Seller's insider 2020/2021 Retention Bonus plan, but is not a FAM Identified Employee, only if such Employee remains employed by the Sellers throughout the term of the Transition Services Agreement and reasonably performs his or her duties under the Transition Services Agreement throughout the term of the Transition Services Agreement.

4. Notice. Notice of the Motion, Bidding Procedures, Bidding Procedures Order, Sale (and the Transactions and Purchase Agreement contemplated in connection therewith), Sale Hearing, and all deadlines related thereto, including via publication, was fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004, the Bidding Procedures Order.

5. Approval. Pursuant to sections 105 and 363 of the Bankruptcy Code, the Purchase Agreement, Sale, the Related Agreements, and the other Transactions are hereby approved and the Debtors are authorized and directed to consummate the Sale, including, without limitation, the sale and transfer of the Assets to the Buyer in accordance with the terms of the Purchase Agreement. Each Debtor as well as its officers, employees and agents and the Buyer are each hereby authorized and directed to take any and all actions necessary or appropriate to: (a) consummate the Sale of the Assets to the Buyer and the Closing of the Sale and the Transactions pursuant to the Purchase Agreement and this Sale Order and (b) execute, deliver, perform, consummate, implement and close fully the Purchase Agreement together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement. The Debtors are hereby authorized and directed to perform each of their respective covenants and undertakings as provided in the Purchase Agreement prior to or after the Closing of the Sale without further order of the Court. The failure specifically to include any particular provision of the Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Purchase Agreement (including, but not limited to, all ancillary agreements and Related Agreements contemplated thereby) be authorized and approved in its entirety. All Persons are prohibited from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Assets to the Buyer in accordance with the Purchase Agreement and this Sale Order.

6. Fair Purchase Price. The consideration provided by the Buyer under the Purchase Agreement, including the portion of the purchase consideration that is a Credit Bid, is fair and reasonable and constitutes (i) reasonably equivalent value under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, and the Uniform Voidable Transactions Act (ii) fair

consideration under the Uniform Fraudulent Conveyance Act, and (iii) reasonably equivalent value, fair consideration and fair value under any other applicable laws of the United States, any state, territory or possession or the District of Columbia.

7. Validity of Credit Bid. The Credit Bid constitutes a valid, duly authorized credit bid and is proper under the Bidding Procedures Order, sections 363(b) and 363(k) of the Bankruptcy Code, the FAM DIP Credit Agreement and related documents, and applicable law. The Debtors' debtor in possession financing under the FAM DIP Credit Agreement was approved on a final basis on January 28, 2021 [Docket No.162].

8. Amendments to Purchase Agreement. The Purchase Agreement and any related agreements, documents, or other instruments may be modified, amended, supplemented or restated by the parties thereto in a writing signed by such parties and in accordance with the terms thereof, without further order of this Court, provided that any such modification, amendment, supplement or restatement does not have a material adverse effect on the Debtors' estates. The Purchase Agreement and the Debtors' obligations therein shall not be altered, amended, rejected, discharged, or otherwise affected by any chapter 11 plan proposed or confirmed in the Chapter 11 Cases without the prior written consent of the Buyer.

9. Transfer Free and Clear. One or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Pursuant to sections 105 and 363 of the Bankruptcy Code, and subject to paragraph 22 of this Sale Order, the Assets are conveyed by the Debtors to the Buyer free and clear of any Claims, but otherwise on an "as is, where is" basis and free of all representations and warranties (other than those set forth in the Purchase Agreement). The Debtors are authorized to transfer the Assets in accordance with the terms of the Purchase Agreement and this Sale Order. The Assets shall be transferred to the Buyer in accordance with the terms of the

Purchase Agreement and this Sale Order, and upon the Closing, such transfer shall: (i) be valid, legal, binding and effective; (ii) vest the Buyer with all right, title and interest of the Debtors in the Assets; and (iii) be free and clear of all Claims and any other claims and interests in accordance with section 363(f) of the Bankruptcy Code. All Persons having Claims of any kind or nature whatsoever against the Debtors or the Assets shall be forever barred, estopped and permanently enjoined from creating, perfecting, pursuing, enforcing, attaching, collecting, recovering, or asserting such Claims against the Buyer or any of its assets, property, affiliates, successors, assigns, or the Assets.

10. Surrender of Possession. Any Assets in the possession or control of any Person shall be delivered to the Buyer and deemed delivered at the time of Closing (or such other time as provided in the Purchase Agreement).

11. Vesting of Interests in the Buyer. Effective upon the Closing, the transfer to the Buyer of the Assets pursuant to the Purchase Agreement shall be, and hereby is deemed to be, a legal, valid and effective transfer of the Assets, and vests with or will vest in the Buyer all the Assets free and clear of Claims.

12. Releases. The Debtors' agreement to provide releases to the beneficiaries of the Seller Release at Closing in accordance with the Purchase Agreement is in the best interests of the Debtors' estates and such releases are approved pursuant to Bankruptcy Rule 9019. Each of the Purchase Agreement Releases to be entered into at Closing are fully consensual and approved. The Purchase Agreement Releases are hereby approved in their entirety and the consideration provided by the Buyer pursuant to the Purchase Agreement is found to be fair consideration for the Purchase Agreement Releases. The releasing parties under the Purchase Agreement Releases are authorized and directed to perform under the applicable Purchase Agreement Release pursuant

to its terms and to take any and all actions, including, without limitation, execution and delivery of any documents or papers as may be reasonably necessary to perform or appropriate to implement their obligations arising under the applicable Purchase Agreement Release.

13. Injunction. Except as expressly provided in the Purchase Agreement or by this Sale Order, effective upon the Closing all Persons, including, but not limited to, all debt holders, equity security holders, governmental, tax and regulatory authorities, lenders, vendors, suppliers, employees, trade creditors, litigation claimants and other Persons holding Claims on the Assets shall be and hereby are forever barred, estopped and permanently enjoined from asserting, prosecuting or otherwise pursuing such Claims. All Persons are hereby enjoined from taking any action that would interfere with or adversely affect the ability of the Debtors to transfer the Assets in accordance with the terms of the Purchase Agreement and this Sale Order.

14. Direction to Creditors and Parties in Interest. At the Closing, each of the Debtors' creditors and the holders of any Claims are authorized and directed to execute such documents and take all other actions as may be necessary to terminate, discharge or release their Claims against the Assets, if any, as such Claims may otherwise exist.

15. Direction to Government Agencies. Each and every filing agent, filing officer, title agent, recording agency, governmental department, secretary of state, federal, state and local official, and any other Person who may be required by operation of law, the duties of its office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Assets, is hereby authorized and directed to accept any and all documents and instruments necessary and appropriate to consummate the Sale and any other Transactions contemplated by the Purchase Agreement and approved by this Sale Order.

16. Good Faith Purchaser. The Buyer is entitled to the full rights, benefits, privileges, and protections afforded by section 363(m) of the Bankruptcy Code, and the Buyer has proceeded in good faith in all respects in connection with the Sale.

17. Consummation of Sale. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Debtors, as well as their officers, employees and agents, are authorized to enter into, execute, deliver and perform their obligations under and comply with the terms of the Purchase Agreement and the Related Agreements and to close and consummate the Sale, including by taking any and all actions as may be reasonably necessary or desirable to implement the Sale and each of the Transactions pursuant to and in accordance with the terms and conditions of the Purchase Agreement, the Related Agreements, and this Sale Order.

18. Transfer of Marketable Title. Upon the Closing, this Sale Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the Assets a bill of sale transferring good and marketable title in the Assets to the Buyer at the Closing pursuant to the terms of the Purchase Agreement, free and clear of all Claims.

19. No Successor Liability. By virtue of the Sale, subject to paragraph 22 of this Sale Order, the Buyer and its affiliates, successors and assigns shall not be deemed or considered to: (i) be a legal successor, or otherwise be deemed a successor to any of the Debtors; (ii) have, *de facto* or otherwise, merged with or into any or all Debtors; (iii) be a consolidation with the Debtors or their estates; or (iv) be an alter ego or a continuation or substantial continuation, or be holding itself out as a mere continuation, of any of the Debtors or their respective estates by any law or equity. The Buyer and its affiliates, successors and assigns shall have no successor, transferee or vicarious liability of any kind or character, including, without limitation, under any theory of foreign, federal, state or local antitrust, environmental, successor, tax, ERISA, assignee or

transferee liability, labor, product liability, employment, *de facto* merger, substantial continuity, or other law, rule, regulation or doctrine, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, including, without limitation, liabilities on account of any taxes or other Governmental Body fees, contributions or surcharges, in each case arising, accruing or payable under, out of, in connection with, or in any way relating to, the operation of the Debtors prior to the Closing Date or arising based on actions of the Debtors taken after the Closing Date. For the avoidance of doubt, nothing herein is granting any tax exemption pursuant to section 1146(a) of the Bankruptcy Code.

20. Approval to Release Claims. If any Person that has filed financing statements or other documents or agreements evidencing Claims on the Assets shall not have delivered to the Debtors before the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens, and any other documents necessary for the purpose of documenting the release of all Claims that the person or entity has or may assert with respect to the Assets, the Debtors and the Buyer are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of such Person with respect to the Assets. The Buyer is hereby authorized to file, register or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Claims on the Assets.

21. Effect of Recordation of Order. This Sale Order, once filed, registered, or otherwise recorded, (a) shall be effective as a conclusive determination that, upon the Closing, all Claims, of any kind or nature whatsoever existing as to the Assets prior to the Closing have been

unconditionally released, discharged, and terminated and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all Persons.

22. Consumer Credit Transactions. Notwithstanding anything to the contrary in this Sale Order, and pursuant to section 363(o) of the Bankruptcy Code, to the extent that the Sale involves the purchase of any interest in a consumer credit transaction that is subject to the Truth in Lending Act or any interest in a consumer credit contract (as defined in section 433.1 of title 16 of the Code of Federal Regulations (January 1, 2004), as amended from time to time), then the Buyer shall remain subject to all claims and defenses that are related to such consumer credit transaction or such consumer credit contract, to the same extent as the Buyer would be subject to such claims and defenses of the consumer had such interest been purchased at a sale not pursuant to section 363 of the Bankruptcy Code.

23. Assumption and Assignment of Contracts. The Debtors are hereby authorized in accordance with sections 105(a) and 365 of the Bankruptcy Code to assume and assign, solely to the extent designated by the Buyer for assumption and assignment, the Assigned Contracts to the Buyer free and clear of all Claims, effective as of (a) the Closing Date (provided that such Assigned Contracts have been designated for assumption and assignment by the Buyer on or before the Closing Date), (b) the date, following the Closing Date but prior to the Designation Deadline, on which the Buyer has designated such Assigned Contract for assumption and assignment, or (c) such other date as agreed in writing by the Debtors, the Buyer and the applicable non-debtor counterparty. With respect to each of the Assigned Contracts, the Buyer and the applicable Debtor or Debtors, in accordance with the provisions of the Purchase Agreement, has cured or will cure before the applicable effective date of the assumption and assignment of the applicable Assigned Contract (such date the "Assignment Effective Date"), or has or will have provided adequate

assurance of the prompt cure after the Assignment Effective Date of, any monetary default required to be cured with respect to the Assigned Contracts under section 365(b)(1) of the Bankruptcy Code, and the Buyer and the applicable Debtor or Debtors have provided adequate assurance of future performance under the Assigned Contracts in satisfaction of sections 365(b) and 365(f) of the Bankruptcy Code to the extent that any such assurance is required and not waived by the non-debtor counterparties to such Assigned Contracts. Upon the Assignment Effective Date with respect to an Assigned Contract, the Buyer shall be fully and irrevocably vested with all rights, title and interest under such Assigned Contract and, pursuant to section 365 of the Bankruptcy Code. The Buyer acknowledges and agrees that from and after the applicable Assignment Effective Date, with respect to an Assigned Contract, subject to and in accordance with the Purchase Agreement, it shall comply with the terms of each such Assigned Contract in its entirety, unless any such provisions are not enforceable pursuant to the terms of this Sale Order. The assumption and assignment by the Debtors to the Buyer of any Contract shall not be a default under any such Contract.

24. Upon the applicable Assignment Effective Date, any provision in any Contract that purports to declare a breach or default as a result of a change or transfer of control of any interest in respect of the Debtors is unenforceable and all Assigned Contracts shall remain in full force and effect notwithstanding assumption thereof. No sections or provisions of any Assigned Contracts, that in any way purport to: (i) unreasonably prohibit, restrict, or condition the Debtors' assumption or assumption and assignment of such Contract (including, but not limited to, the conditioning of such assumption or assumption and assignment on the consent of any non-debtor party to such Contract); *provided* that any direct prohibition, restriction or condition on such assumption or assumption and assignment shall be deemed to be unreasonable; (ii) provide for the cancellation,

or modification of the terms of the Contract based on the filing of a bankruptcy case, the financial condition of the Debtors, or similar circumstances; (iii) provide for additional payments (*e.g.*, so called “profit” sharing/splitting), penalties, fees, charges, or other financial accommodations in favor of the non-debtor third party to such Assigned Contracts upon assumption thereof; or (iv) provide for any rights of first refusal on a Contract counterparty’s part, or any recapture or termination rights in favor of a Contract counterparty, or any right of a landlord to take an assignment or sublease from a tenant, shall have any force or effect with respect to the assumption and assignment of the Assigned Contracts by the Debtors in accordance with the Purchase Agreement, because they constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and/or are otherwise unenforceable under section 365(e) of the Bankruptcy Code.

25. Except for a counterparty to an Assigned Contract (a “Contract Counterparty”) who filed or has filed a timely objection to the Cure Amounts on or before February 23, 2021 at 5:00 p.m. (prevailing Eastern Time) (whose objection shall be resolved in accordance with the procedures set forth in the Bidding Procedures Order) (a “Contract Objection”), all such parties are deemed to have consented to their respective Cure Amounts.

26. Except for a Contract Counterparty who files or has filed a timely Contract Objection to the Debtors’ proposed assignment of such Assigned Contract to the Buyer (whose objection shall be resolved in accordance with the procedures set forth in the Bidding Procedures Order), all Contract Counterparties are deemed to have consented to assumption by the Debtors and assignment to the Buyer of their respective Assigned Contracts, and the Buyer shall be deemed to have demonstrated adequate assurance of future performance with respect to such Assigned Contract pursuant to section 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code.

27. Except as otherwise specifically provided for by order of this Court, upon the assumption and assignment of the Assigned Contracts under the provisions of this Sale Order and full payment of all Cure Amounts as required under section 365(b) of the Bankruptcy Code, no default shall exist under any Assigned Contracts, and no counterparty to any Assigned Contracts shall be permitted to declare a default by any Debtor or the Buyer or otherwise take action against the Buyer as a result of any Debtors' financial condition, bankruptcy or failure to perform any of its obligations under the relevant Contract. The failure of the Debtors or the Buyer to enforce at any time one or more terms or conditions of any Contract shall not be a waiver of such terms or conditions, or of the Debtors' and the Buyer's rights to enforce every term and condition of the Assigned Contract.

28. Loan Purchase Agreement and LPA Approval Order. On February 8, 2021, the Court entered the *Order (a) Approving the Loan Purchase Agreement between Debtor Personal Energy Finance, Inc. and the Purchaser, (b) Authorizing the Sale of the Loans Free and Clear of Liens, Claims, Encumbrances, and Interests, and (c) Granting Related Relief* [Docket No. 213] (the "LPA Approval Order"). As set forth in Section 2.01(c) of the Loan Purchase Agreement, the Debtors are hereby authorized to submit to the Purchaser a Sale Notice (as defined in the Loan Purchase Agreement) in the form of Exhibit C to the Loan Purchase Agreement itemizing the Loans to be sold to the Purchaser pursuant to the terms of the Loan Purchase Agreement and the Purchase Agreement. The Purchaser shall have the right, but not the obligation, to purchase all or a portion of the Loans pursuant to the terms of the Loan Purchase Agreement prior to the Closing Date. Any Purchased Loan not sold by the Debtors to the Purchaser prior to the Closing Date shall be sold and transferred to the Purchaser on the Closing Date.

29. Inconsistencies with Prior Orders, Pleadings, or Agreements. To the extent this Sale Order is inconsistent with any prior order or pleading with respect to the Motion in these Chapter 11 Cases, the terms of this Sale Order shall govern. To the extent there is any inconsistency between the terms of this Sale Order and the terms of the Purchase Agreement (including all ancillary documents executed in connection therewith), the terms of this Sale Order shall govern.

30. Subsequent Orders and Plan Provisions. Unless otherwise agreed to by the Debtors and the Buyer, this Sale Order shall not be modified by any chapter 11 plan confirmed in these Chapter 11 Cases or any subsequent order(s) of this Court.

31. Binding Effect of Sale Order. This Sale Order and the Purchase Agreement shall be binding in all respects upon the Debtors, their estates, all creditors of, and holders of equity interests in, the Debtors, any holders of Claims on the Assets (whether known or unknown), the Buyer and all successors and assigns of the Buyer, notwithstanding the dismissal of any of the Debtors' cases or any subsequent appointment of any trustees, examiners, "responsible persons" or other fiduciaries in the Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code, and the Purchase Agreement shall not be subject to rejection or avoidance under any circumstances.

32. No Avoidance of Purchase Agreement. Neither the Debtors nor the Buyer have engaged in any conduct that would cause or permit the Purchase Agreement to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code. Accordingly, the Purchase Agreement and the Sale shall not be avoidable under section 363(n) or chapter 5 of the Bankruptcy Code, and no party shall be entitled to any damages or other recovery pursuant to section 363(n) of the Bankruptcy Code in respect of the Purchase Agreement or the Sale.

33. Immediate Effect. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding any provision in the Bankruptcy Rules to the contrary, the terms of this Sale Order shall be immediately effective and enforceable upon its entry and not subject to any stay, notwithstanding the possible applicability of Bankruptcy Rule 6004(h) or otherwise.

34. Satisfaction of Conditions Precedent. Neither the Buyer nor the Debtors shall have an obligation to close the Transactions until all conditions precedent in the Purchase Agreement to each of their respective obligations to close the Transactions have been met, satisfied, or waived in accordance with the terms of the Purchase Agreement.

35. Bulk Sales; Taxes. No bulk sales law, bulk transfer law or similar law of any state or other jurisdiction shall apply in any way to the transactions contemplated by the Purchase Agreement, the Sale Motion or this Sale Order. Except as otherwise expressly provided in the Purchase Agreement, all obligations of the Debtors relating to taxes, whether arising under any law, by the Purchase Agreement, or otherwise, shall be the obligation of and fulfilled and paid by the Debtors.

36. Lease Deposits and Security. The Buyer shall not be required, pursuant to section 365(l) of the Bankruptcy Code or otherwise, to provide any additional deposit or security with respect to any Contract to the extent not previously provided by the Debtors.

37. Automatic Stay. The Buyer shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Purchase Agreement, and Related Agreements, documents or other instruments. The automatic stay imposed by section 362 of the Bankruptcy Code is modified to the extent necessary to implement the provisions of this Sale Order.

38. Retention of Jurisdiction. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order, the Purchase Agreement, all amendments thereto, in connection with any disputes involving the Debtors, and to adjudicate, if necessary, any and all disputes concerning the Debtors and related in any way to the Sale; provided, however, that in the event the Court abstains from exercising or declines to exercise jurisdiction or is without jurisdiction, such abstention, refusal or lack of jurisdiction shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

Exhibit A

**Asset Purchase Agreement
and Amendments Thereto**

ASSET PURCHASE AGREEMENT

BY AND AMONG

RENOVATE AMERICA, INC.,

PERSONAL ENERGY FINANCE, INC.

AND

FINANCE OF AMERICA MORTGAGE LLC

DATED DECEMBER 21, 2020

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (including the Exhibits and Schedules attached hereto, this "Agreement") is made as of December 21, 2020 (the "Agreement Date") by and among Renovate America, Inc., a Delaware corporation ("RAI"), and Personal Energy Finance, Inc., a Delaware corporation ("PEFI", a wholly owned subsidiary of RAI, and collectively referred to herein with RAI as the "Seller") and Finance of America Mortgage LLC, a Delaware limited liability company (the "Buyer").

RECITALS

WHEREAS, Seller is the owner of the Purchased Assets (as such term is hereinafter defined), and the Purchased Assets comprise certain assets (tangible or intangible) used in the operation of Seller's business of providing consumer financing for home improvement projects, including specifically the business operated by Seller under the "BENJI" brand (the "Business");

WHEREAS, Seller believes, following consultation with its legal and financial advisors and consideration of available alternatives, that, in light of its current circumstances and prospects, a sale of the Purchased Assets as provided herein is in the best interest of Seller, its creditors and other stakeholders;

WHEREAS, following consultation with its legal and financial advisors and consideration of available alternatives, Seller has determined, in order to maximize and preserve value for all of its stakeholders, that it will commence in the Bankruptcy Court one or more voluntary cases (collectively, the "Bankruptcy Cases") under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"); and

WHEREAS, subject to the terms of this Agreement and the Bankruptcy Cases, Seller desires to sell the Purchased Assets to Buyer, and Buyer desires to purchase the Purchased Assets, in accordance with section 363(f) of the Bankruptcy Code, all on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. In this Agreement, the following terms have the meanings specified or referred to in this Section 1.1 and shall be equally applicable to both the singular and plural forms.

"Action" means, with respect to any Seller, any of its Affiliates or any other Person, any claim, action, suit, arbitration, proceeding or investigation by or against any Person before any court or other Governmental Authority or any arbitrator or mediator, or asserted directly against Seller, any of its Affiliates, or any other Person, as the case may be.

“Affiliate” means, with respect to any specified Person, any other Person that, at the time of determination, directly or indirectly Controls, is Controlled by or is under Common Control with such Person.

“Agreement” has the meaning specified in the preamble of this Agreement.

“Alternative Transaction” means any transaction or series of related transactions with any Person or Persons other than Buyer, pursuant to which Seller sells, transfers or otherwise disposes of, directly or indirectly, including through an asset sale, equity sale, merger, amalgamation or other similar transaction, including a plan of reorganization approved by the Bankruptcy Court or resulting from the Auction, or otherwise in connection with the liquidation and winding up of either Seller, a material portion of the Purchased Assets or equity in either Seller.

“Ancillary Agreements” means all agreements, instruments and documents executed or to be executed by Buyer or Seller under this Agreement and delivered or to be delivered pursuant to Section 2.7.

“Applicable Law” means any (i) order, law, statute, regulation, rule, ordinance, writ, injunction, directive, judgment, decree, land use entitlement, principle of common law, constitution or treaty enacted, promulgated, issued, enforced or entered by, or any stipulation or requirement of, any Governmental Authority, as in effect at the applicable time, including any of the foregoing applicable to the operation of the Business or in connection with the processing, origination, servicing of, or the purchase, sale and enforcement of, or filing of claims in connection with, the Loans, (ii) all applicable judicial and administrative judgments, orders, stipulations, awards and writs and (iii) any applicable regulatory consent orders with Governmental Authorities.

“Approval Order” means an order of the Bankruptcy Court authorizing the sale of the Purchased Assets, which order shall be in substantially the form attached hereto as Exhibit A, with such changes as may be required by the Bankruptcy Court and that are in form and substance acceptable to Buyer, in its sole and absolute discretion, and Seller.

“Assumed Contracts” has the meaning set forth in Section 5.3(b).

“Assumed Liabilities” means only those Liabilities of Seller set forth on Schedule 1.1(a).

“Auction” has the meaning set forth in the Sale Procedures.

“Avoidance Actions” means any and all claims for relief of Seller under chapter 5 of the Bankruptcy Code, including section 544 through 553, section 558 and any other applicable provisions of the Bankruptcy Code, or state fraudulent conveyance, fraudulent transfer, voidable transaction or similar Laws.

“Back-up Bidder” has the meaning set forth in the Sale Procedures.

“Balance Sheet Date” means September 30, 2020.

“Bankruptcy Cases” has the meaning set forth in the recitals to this Agreement.

“Bankruptcy Court” means the United States Bankruptcy Court for the District of Delaware.

“Bankruptcy Code” has the meaning set forth in the recitals to this Agreement.

“Bidding Procedures Order” means an order of the Bankruptcy Court, which order shall be in substantially the form attached hereto as Exhibit B, with such changes as may be required by the Bankruptcy Court and that are in form and substance acceptable to Buyer and Seller in their reasonable discretion.

“Bill of Sale” has the meaning specified in Section 2.7(a)(i).

“Break-Up Fee” has the meaning specified in Section 8.4(a).

“Business” has the meaning set forth in the recitals to this Agreement.

“Business Day” means any day other than a Saturday, a Sunday or a day on which banks in New York, New York are authorized or obligated by Applicable Law to close.

“Buyer” has the meaning specified in the preamble of this Agreement.

“Buyer Release” means the release in the form attached hereto as Exhibit C.

“Cash Consideration” has the meaning specified in Section 2.5(a).

“Cavallo Offer Letter” means the offer letter to be entered into between Tom Cavallo and Buyer on or prior to the Closing Date and effective as of the Closing, which offer letter shall generally conform to the terms and conditions of the Offer Letter and shall include (i) compensation (base salary and bonus opportunity) that is substantially similar to the compensation offered to such individual prior to reductions that were implemented due to COVID-19, and (ii) with respect to benefits, terms and conditions that are the same as those offered by Buyer at the time of Closing to similarly situated employees of Buyer.

“Claim” has the meaning set forth in section 101(5) of the Bankruptcy Code.

“Closing” means the closing of the transactions contemplated by this Agreement.

“Closing Date” has the meaning specified in Section 2.6.

“Competing Bid” means any bid contemplating an Alternative Transaction, whether pursuant to the Sale Procedures or otherwise.

“Concord Agreement” means that certain Service Agreement dated September 14, 2015 between Renovate America, Inc. and Concord Servicing Corporation, as amended, modified or supplemented.

“Concord Cure Costs” mean all monetary Liabilities of Seller that must be paid or otherwise satisfied to cure all of Seller’s monetary defaults required to be cured under section 365(b)(1) of the Bankruptcy Code or otherwise to effectuate, pursuant to the Bankruptcy Code,

the assumption and assignment by Seller to Buyer of the Concord Agreement in the event the Concord Agreement is designated as an Assumed Contract.

“Contract Prepayment Amount” means, with respect to the contracts set forth on Schedule 1.1(e), the aggregate amounts prepaid by Seller that are allocable to periods following the Closing Date, as determined in the manner set forth in such Schedule.

“Control” means, as to any Person, the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, by contract or otherwise. The terms “Controlled by” and “under Common Control with” shall have correlative meanings.

“Critical Contracts” has the meaning set forth in Section 5.3(c).

“Critical Customers” means those customers set forth on Schedule 1.1(b) to this Agreement

“Cure Costs” mean all monetary Liabilities of Seller that must be paid or otherwise satisfied to cure all of Seller’s monetary defaults required to be cured under section 365(b)(1) of the Bankruptcy Code or otherwise to effectuate, pursuant to the Bankruptcy Code, the assumption and assignment by Seller to Buyer of any of the Assumed Contracts, including the Concord Cure Costs.

“Deposit Amount” shall mean an amount equal to \$250,000, to be held by the Escrow Agent pursuant to the terms of the Escrow Agreement.

“Designation Deadline” means, with respect to each unexpired Lease and each other contract of Seller, the date that is 30 calendar days after the Closing Date.

“DIP Order” means the Interim DIP Order and Final DIP Order.

“DIP Payoff Amount” has the meaning specified in Section 2.5(a).

“Effective Time” means 12:01 a.m., U.S. Eastern Time, on the Closing Date.

“Employees” means the employees of Seller.

“Employment Arrangements” has the meaning specified in Section 3.11(b).

“Encumbrance” means any lien, adverse claim, charge, hypothecation, lease, sublease, judgment, imposition, levy, attachment, license, security interest, security agreement, financing statement, mortgage, deed of trust, encroachment, pledge, easement, covenant, restriction, right of first refusal, right-of-way, conditional sale or other title retention agreement, option, preemptive right, defect in title, other adverse claims or restrictions on use or transfer of a similar nature or encumbrance of any kind.

“Escrow Agent” means Delaware Trust Company.

“Escrow Agreement” means the Escrow Agreement in substantially the form attached hereto as Exhibit D.

“Excluded Assets” means (i) cash and cash equivalents of Seller, (ii) corporate minute books and the corporate seal of Seller, (iii) shares of capital stock or other equity interests in Seller or its Affiliates, (iv) all insurance policies held by Seller, (v) Loans other than Purchased Loans, and (vi) any other assets of Seller that are not Purchased Assets.

“Excluded Liabilities” means all Liabilities of Seller (other than the Assumed Liabilities), whether such Liabilities relate to payment, performance or otherwise, arise before, after or at the Effective Time, are known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not such Liabilities are required to be accrued on any financial statements of Seller, including those Liabilities of Seller related to the Excluded Assets and any Taxes due for periods prior to the Closing Date. For the avoidance of doubt, and without limiting the generality of the foregoing, Excluded Liabilities shall include the Concord Cure Costs and all Liabilities relating to the Excluded Assets.

“Expenses” has the meaning specified in Section 8.4(b).

“Expense Reimbursement Amount” has the meaning specified in Section 8.4(b).

“FAM DIP Credit Agreement” means the debtor in possession financing agreement by and between Seller, as Borrower, and Buyer, as Lender, attached as Exhibit G to this Agreement.

“FICO Conversion” means the conversion, including the complete phasing out, of the Business’s loan workflow and automated underwriting decision logic from Fair Isaac Corporation (FICO) to a newly-developed platform that does not involve the use of any FICO products and that replicates such functionality through a combination of code or components currently used in the HERO business (and included in the Purchased Assets) and new custom logic in accordance with, and as further described on, Exhibit H to this Agreement.

“Final DIP Order” means an order of the Bankruptcy Court approving, on a final basis, the Seller’s post-petition financing pursuant to the FAM DIP Credit Agreement, which order shall be in the form annexed to the FAM DIP Credit Agreement or otherwise in form and substance acceptable to the Buyer in its sole discretion.

“GAAP” means United States generally accepted accounting principles, consistently applied and as in effect on the date hereof.

“Governmental Authority” means any United States federal, state or local or any supra-national or non-U.S. government, political subdivision, governmental, regulatory or administrative authority, instrumentality, agency, body, board, department, commission, self-regulatory organization or any court, tribunal, or judicial or arbitral body.

“Governmental Permits” means the material licenses, permits, approvals and other authorizations from a Governmental Authority that are necessary for Seller to lawfully conduct the Business as conducted immediately prior to the date of this Agreement.

“Identified Employees” has the meaning set forth in Section 6.13(b).

“Indebtedness” means any of the following (without duplication):

- (a) indebtedness or liability for borrowed money;
- (b) obligations evidenced by notes, bonds, debentures or similar instruments;
- (c) obligations to pay the deferred purchase price of property or services (except trade accounts payable, amounts owed to Employees and other current Liabilities arising in the Ordinary Course of Business that are not more than 30 days past due);
- (d) payment obligations under conditional sale agreements or title retention agreements;
- (e) obligations as lessee under capitalized Leases (or leases that, under GAAP, should be recorded as capital Leases);
- (f) obligations, contingent or otherwise, under acceptance credit, letters of credit (and related reimbursement agreements) or similar facilities;
- (g) the net liability under interest rate, currency or commodity derivatives or hedging transactions;
- (h) any indebtedness (including the types specified in clauses (a) through (g) of this definition) that a Person guarantees or with respect to which a Person otherwise assures a creditor against loss;
- (i) any indebtedness secured by an Encumbrance on the Person’s assets, even if that Person has not assumed or become liable for the payment of that indebtedness;
- (j) any amounts of finders’ fees or any similar fees owed by a Person to any Person in connection with the transactions contemplated by this Agreement;
- (k) any amounts owed by a Person to any other Person under any non-competition, deferred compensation or similar arrangement; and
- (l) all accrued interest, premiums, penalties and other fees or charges payable in connection with any of the foregoing.

“Information Security Incident” means any (i) accidental or unauthorized access to or loss, alteration, destruction, use, disclosure or acquisition of Personal Information, or (ii) material compromise to the security, confidentiality, integrity or availability of IT Assets.

“Intellectual Property” means all worldwide intellectual property and rights, title and interests arising from or in respect of the following: (a) industrial design registrations and applications therefor, utility models, patents and patent applications (including provisional applications), including continuations, divisionals, continuations in-part, reexaminations and reissues, extensions, renewals and any patents that may be issued with respect to the foregoing; (b) trademarks, service marks, certification marks, collective marks, trade names, business names, slogans, common law trademarks and service marks, acronyms, forms of advertisement, assumed names, d/b/a’s, fictitious names, trade dress, logos, designs, devices, signs, symbols, design rights including product design, configuration and packaging rights, internet domain names, icons, symbols or designations, corporate names, and general intangibles of a like nature and other indicia of identity, origin or quality, whether registered, unregistered or arising by Law, and all applications, registrations, and renewals for any of the foregoing, together with the goodwill associated with and symbolized by each of the foregoing (collectively, “Trademarks”); (c) published and unpublished works of authorship in any medium, whether copyrightable or not, whether in final form or not, in all media now known or hereafter created, including writings, graphics, artworks, photographs, compositions, sound recordings, motion pictures and audiovisual works, databases and other compilations of information, computer software, mobile and internet applications and content, source code, object code, algorithms, and other similar materials, all packaging, advertising and promotional materials related to the products, and all copyrights and moral rights therein and thereto, and registrations and applications therefor, and all issuances, renewals, extensions, restorations and reversions thereof, in each case, whether registered or not; and (d) confidential or proprietary information, inventions and invention disclosures (whether patentable or not and whether or not reduced to practice), improvements, unregistered designs, trade secrets, and know-how, including methods, processes, procedures, business plans, strategy, marketing data, marketing studies, advertisements, schematics, concepts, software and databases (including source code, object code and algorithms), formulae, and compositions, drawings, prototypes, models, discoveries, technology, research and development and customer information and lists, together with all rights of action and remedies for past, present and future infringement of any of the foregoing Intellectual Property.

“Interim DIP Order” means an order of the Bankruptcy Court approving, on an interim basis, Seller’s post-petition financing pursuant to the FAM DIP Credit Agreement, which order shall be in the form annexed to the FAM DIP Credit Agreement or otherwise in form and substance acceptable to the Buyer in its sole discretion.

“IP Assignment and Assumption Agreement” has the meaning set forth in Section 2.7(a)(ii).

“IRC” means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

“IT Assets” means all computers, computing hardware, platforms, software, software services, firmware, systems, middleware, network, computer or operating systems, information technology devices, servers, facilities, workstations, routers, hubs, switches, data websites, communications lines, file servers, printers and all other information technology infrastructure, equipment or systems owned, operated, licensed or controlled by or on behalf of Seller and necessary to the operation of the Business as conducted on the Agreement Date.

“Key Customers” means those customers of Seller, as identified in a schedule delivered by Seller to Buyer not more than seven days prior to the Closing Date, who have, in the 90-day period immediately preceding the date on which such schedule is delivered, generated at least \$325,000 in total volume.

“Knowledge of Seller” or “Seller’s Knowledge” or any other similar knowledge qualification, means the actual knowledge of Shawn Stone, Mark Matheson (subject to maintaining applicable attorney-client privilege), Michael Miltenberger, and Michael Antonishak, and the knowledge that such Person would have obtained after reasonable inquiry as would be performed by a prudent individual serving in a similar position with a business in connection with the sale of substantially all of the assets of such business.

“Leases” means any and all leases, subleases, concessions, licenses, occupancy agreements and other similar agreements (whether written or oral) in connection with the occupancy or use of real or personal property by Seller, including all amendments, modifications, extensions, renewals, guaranties, agreements and other documents with respect thereto.

“Liabilities” means any Indebtedness, liability, claim, demand, expense, commitment or obligation (whether known or unknown, asserted or unasserted, direct or indirect, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due) of every kind and description, and including all costs and expenses related thereto.

“Loan” means any home improvement financing loan originated, owned, serviced or sold by or on behalf of Seller, whether in the form of a retail installment contract or in the form of a direct loan between Seller and a consumer.

“Loan Purchase Agreement” means that certain loan purchase agreement entered into between Seller and Buyer as of the Agreement Date, governing (a) the purchase(s) of certain Loans by Buyer prior to Closing, if applicable in accordance with the terms of the Loan Purchase Agreement and the FAM DIP Credit Agreement and (b) the purchase of the Purchased Loans by Buyer at Closing.

“Loan Purchase Price” shall be the aggregate purchase price for the Purchased Loans to be purchased by Buyer from Seller at Closing in accordance with the terms of the Loan Purchase Agreement.

“Material Adverse Effect” means any effect, event, condition, occurrence, fact, variation, development, circumstance or change that has resulted in, or that may reasonably be expected to result in, a material adverse effect on (a) the Purchased Assets taken as a whole, or (b) the ability of Seller to consummate the transactions contemplated by this Agreement or the Ancillary Agreements, provided that in the case of clause (a), none of the following, alone or in combination, shall be deemed to constitute, nor will any of the following (including the effect of any of the following) be taken into account in determining whether there has been or will be a “Material Adverse Effect”: (i) any change in the United States or foreign economies or financial markets in general, (ii) any change that generally affects the businesses in which Seller operates, (iii) any change arising in connection with earthquakes, hurricanes, tornadoes, fires, acts of God, pandemics, hostilities, acts of war, sabotage, terrorism or military actions or any escalation or

material worsening of any such hostilities, acts of war, sabotage, terrorism or military actions, (iv) any change in Applicable Law or accounting rules, (v) any breach by Buyer or its Affiliates of this Agreement, (vi) any effect resulting from the public announcement of this Agreement or the Bankruptcy Cases, or (vii) any effect resulting from (1) the commencement or filing of the Bankruptcy Cases or (2) Seller's inability to pay certain prepetition obligations as a result of the commencement of the Bankruptcy Cases, provided that with respect to clauses (i), (ii), (iii) and (iv), any such effect will only be excluded to the extent it does not disproportionately and materially adversely affect the Business as compared to similarly situated businesses operating in the same industry and geographic areas in which Seller operates.

"Material Contract" has the meaning specified in Section 3.11(a).

"Milestone" has the meaning specified in Section 5.1.

"Necessary Third Party Licenses" has the meaning specified in Section 3.7(a).

"New Buyer Employees" has the meaning set forth in Section 6.13(b).

"Ordinary Course of Business" means the operation of the Business in the ordinary and usual course, consistent in nature, scope and magnitude with Seller's past practice and custom and in compliance in all material respects with Applicable Law, taking into account the commencement of the Bankruptcy Cases.

"Offer Letter" has the meaning set forth in Section 6.13(b).

"Parties" means the parties to this Agreement.

"Permitted Exceptions" means: (i) any Encumbrance with respect to which the Purchased Assets may not be sold free and clear under section 363(f) of the Bankruptcy Code, to the extent arising or incurred in the Ordinary Course of Business and (A) not individually or in the aggregate material to the operation of the Business and (B) relate to amounts (1) not yet delinquent or (2) being contested in good faith (and for which adequate reserves are maintained to the extent required by GAAP); or (ii) title of a lessor under a capital or operating Lease if such Lease is an Assumed Contract.

"Person" means any natural person, corporation, general or limited partnership, company, limited liability company, joint venture, limited liability partnership, firm, trust, estate, Governmental Authority or other legal entity.

"Personal Information" means any information relating to an identified or identifiable natural person, to the extent such information is or was owned, licensed, maintained or processed by or on behalf of, or under the custody or control of, Seller in connection with the Business, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household.

"Petition Date" means the date of the filing of the Bankruptcy Cases.

“Privacy Commitment” means all representations, statements, obligations and commitments that Seller has made or entered into in connection with the Business with respect to the collection, use, disclosure, sale, licensing, transfer, security, storage, retention, disposal or other processing of Personal Information, including all (i) policies, notices, statements or similar disclosures published or otherwise publicly made available by any Seller; (ii) policies, procedures or standards of Seller; and (iii) agreements, contracts, licenses, or other similar instruments or obligations to which Seller is a party.

“Privacy Laws” means all Applicable Laws relating in any way to the privacy, confidentiality, protection or security of Personal Information or IT Assets, including (i) the Gramm-Leach-Bliley Act (“GLB”), 15 U.S.C. §§ 6801-6827, and all applicable implementing regulations or guidelines, (ii) the New York Department of Financial Services Cybersecurity Requirements for Financial Services Companies regulation, 23 NYCRR Part 500; (iii) the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq., and its implementing regulations; and (iv) any and all other Applicable Laws regulating data protection, financial privacy, website or online service operators, biometric identifiers or biometric data, consumer reports, data breach notification, information security safeguards, secure disposal of records, and the transmission of marketing or commercial messages through any means, including via email, text message and/or any other means. Privacy Laws also include the Payment Card Industry (“PCI”) Data Security Standard and any other applicable security standards, requirements, or assessment procedures published by PCI Security Standards Council in connection with a PCI Security Standards Council program.

“Purchase Price” has the meaning specified in Section 2.5(a).

“Purchased Assets” means only the following assets: (i) all Assumed Contracts, (ii) all Transferred Intellectual Property, (iii) all Avoidance Actions against any of Seller’s ordinary course vendors or contract counterparties that are related in any way to the Purchased Assets, the Assumed Contracts or the Assumed Liabilities, (iv) the Purchased Loans, (v) derivative and other claims against Seller’s directors and officers who are Identified Employees, and (vi) those other specific assets identified on Schedule 1.1(c).

“Purchased Loans” means those certain Loans owned by Seller and specifically identified in a schedule to the Loan Purchase Agreement and purchased by Buyer from Seller in accordance with the Loan Purchase Agreement.

“Representative” means, with respect to any Person, any and all directors, officers, partners, managers, employees, consultants, financial advisors, counsel, accountants and other agents, including potential financing sources of such Person.

“Sale Procedures” means the bidding procedures set forth in the Bidding Procedures Order, to be entered by the Bankruptcy Court.

“Seller” has the meaning specified in the preamble of this Agreement.

“Seller Release” means the release in the form attached hereto as Exhibit E.

“Stone Offer Letter” means the offer letter entered into as of the Agreement Date, and effective as of the Closing Date, between Buyer and Shawn Stone.

“Successful Bidder” has the meaning set forth in the Sale Procedures.

“Tax” (and, with correlative meaning, “Taxes”) means (i) any and all federal, state, local or foreign income, gross receipts, margin, property, premium, sales, goods, use, license, lease, capital, escheat, abandonment, unclaimed property taxes (or similar), franchise, profits, employment, unemployment, occupation, workers compensation, disability, severance, environmental, windfall, payroll, withholding, insurance, social security (or similar), alternative or add-on minimum, ad valorem, real property, personal property, value added, net worth, stamp, transfer (including, in connection with any real property or leasehold interest), registration, documentary, recapture, estimated, or excise tax, or any other tax, custom, duty, governmental fee or other like assessment or charge of any kind whatsoever, whether disputed or not, together with any interest or penalty, addition to tax, or additional amount imposed by any Governmental Authority, (ii) any liability for the payment of any amounts of the type described in clause (i) as a result of being a member of an affiliated, consolidated, combined or unitary group for any taxable period or as the result of being a transferee or successor thereof and (iii) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of any express or implied obligation to indemnify any other Person.

“Tax Return” means any return, report or similar statement provided or required to be provided with respect to any Tax (including any attached schedules), including any information return, amended return or declaration of estimated Tax, and any return of an affiliated, combined or unitary group.

“Termination Date” has the meaning specified in Section 8.1(f).

“Trademarks” has the meaning set forth in the definition of Intellectual Property.

“Transferred Intellectual Property” means all Intellectual Property owned by Seller and necessary to the operation of the Business as conducted on the Agreement Date and as necessary to conduct the Business through and after the FICO Conversion, including but not limited to the assets identified on Schedule 1.1(d).

“Transfer Tax” has the meaning specified in Section 6.9.

“Transition Services Agreement” means a Transition Services Agreement, to be negotiated prior to the Closing, in form and substance reasonably acceptable to Seller and Buyer.

Section 1.2 Interpretation and Construction. For purposes of this Agreement: (i) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (ii) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole, including all Exhibits and Schedules attached to this Agreement; and (iii) any rules of construction relating to interpretation against the drafter of an agreement shall not apply to this Agreement and are expressly waived by the Parties. Unless the context otherwise requires, references herein: (a) to Articles, Sections, Exhibits and Schedules mean the Articles and Sections of, and the Exhibits and Schedules attached to, this Agreement; (b) to an agreement,

instrument or other document means such agreement, instrument or other document as amended from time to time; and (c) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any rules and regulations promulgated thereunder, in each case through the date of this Agreement. The Exhibits and Schedules referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein. Titles to Articles and headings of Sections are inserted for convenience of reference only and shall not be deemed a part of or to affect the meaning or interpretation of this Agreement.

ARTICLE II
PURCHASE AND SALE; CLOSING

Section 2.1 Actions to be Taken at the Closing. Subject to the terms and conditions of this Agreement, and in reliance upon the representations, warranties and covenants contained herein, on the Closing Date, Seller shall sell, transfer, assign, convey and deliver to Buyer, and Buyer shall purchase from Seller, all of the Purchased Assets, free and clear of all Encumbrances other than Permitted Exceptions, pursuant to the execution and delivery of the Bill of Sale and such other documents as Buyer deems reasonably necessary to sell, transfer, assign, convey and deliver the Purchased Assets to Buyer. Except to the extent of the representations and warranties expressly set forth in this Agreement, the purchase and sale of the Purchased Assets shall be on an “as is, where is” basis.

Section 2.2 No Purchase or Transfer of Excluded Assets. Notwithstanding anything to the contrary contained in this Agreement, the Excluded Assets (i) are not part of any purchase or transfer contemplated hereunder (including the conveyances set forth under Section 2.1 hereof), (ii) are excluded from the Purchased Assets and (iii) shall remain the sole property of Seller.

Section 2.3 No Assumption of Excluded Liabilities. Notwithstanding anything to the contrary contained in this Agreement, Buyer shall not assume any Liabilities that are related to the Excluded Assets or that are otherwise not a part of the Purchased Assets and specifically assumed under this Agreement. Without limiting the foregoing, Buyer is assuming only the Assumed Liabilities as expressly set forth herein and shall not be obligated to assume, pay, perform or discharge, and does not assume and hereby disclaims, any and all Claims, Liabilities and obligations other than the Assumed Liabilities, including, for the avoidance of doubt, the following Liabilities, whether incurred or accrued before or after the Closing:

(a) any Liability of Seller or of any of its predecessors or Affiliates associated with any and all Indebtedness, including any guarantees of third-party obligations and reimbursement obligations to guarantors of Seller;

(b) all Taxes of Seller;

(c) all Liabilities of Seller or of any of its predecessors or Affiliates under this Agreement or any Ancillary Agreement and the transactions contemplated hereby or thereby;

(d) any Liabilities in respect of any contracts or Leases that are not Assumed Contracts, including any Liabilities arising out of the rejection of any such contracts or Leases pursuant to section 365 of the Bankruptcy Code;

(e) all Liabilities for fees, costs and expenses that have been incurred or that are incurred or owed by Seller in connection with this Agreement or the administration of the Bankruptcy Cases (including all costs, fees and expenses of professionals and advisers (including legal counsel and financial advisers) engaged by Seller) and administrative expenses and priority claims accrued through the Closing Date and all costs, fees and expenses incurred in connection with (i) the negotiation, execution and consummation of the transactions contemplated under this Agreement and each of the other documents, certificates or other instruments delivered in connection herewith (including each of the Ancillary Agreements and any other documents, certificates or other instruments delivered in connection therewith), and (ii) the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements, including any retention bonuses, "success" fees, change of control payments and any other payment obligations of Seller or of any of their predecessors payable as a result of the consummation of the transactions contemplated by this Agreement and the documents delivered in connection herewith;

(f) all Liabilities arising under or relating to Seller's employee benefit plans or any other programs, agreements and arrangements sponsored or maintained by Seller or any of its Affiliates in connection with its employees;

(g) all Liabilities of Seller or of any of its predecessors or Affiliates to their respective equity holders with respect to dividends, distributions in liquidation, redemptions of interests, option payments or otherwise, and any Liability of Seller or of any of its predecessors or Affiliates pursuant to any agreement that is not an Assumed Contract;

(h) all Liabilities arising out of or relating to the Excluded Assets or any business or property formerly owned or operated by any Seller or any Affiliate or predecessor thereof, but which is not presently owned or operated by any such Person;

(i) all accounts payable of Seller or of any of its predecessors or Affiliates; and

(j) all Liabilities of Seller or of any of its predecessors or Affiliates arising out of any contract or claim that is not transferred to Buyer hereunder.

Section 2.4 No Assignment of Certain Assets. If any provision of any Assumed Contract or Governmental Permit included as part of the Purchased Assets would prohibit any attempted assignment thereof or of any right or interest thereunder (whether by operation of law, upon a change in control or otherwise) or impose a charge, discount or penalty upon an assignment (in each case, to the extent such provision is enforceable under Applicable Law) without the consent of the other party to such agreement, even though such assignment would not become effective until such consent was obtained, then except as hereinafter provided, nothing in this Agreement shall be deemed an assignment of any such Assumed Contract, Governmental Permit, right or interest, and the Assumed Contract, Governmental Permit, right or interest shall not be a "Purchased Asset" hereunder unless and until such consent is obtained. After the Closing, the Parties shall: (i) use all diligent and commercially reasonable efforts to obtain as promptly as possible all consents and waivers necessary for the sale, transfer, assignment and delivery of any such Assumed Contracts, Governmental Permits, rights or interests to Buyer (to the extent such transfer is legally permissible), provided that Seller will not be obligated to pay any fees or consideration solely in exchange for such consent or transfer to any third party from whom consent

or approval is requested or to initiate any litigation or other proceedings to obtain any such consent or approval, and (ii) cooperate with each other following the Closing Date in any arrangement reasonably acceptable to Buyer and Seller and designed to provide Buyer with the rights and benefits (subject to the obligations) under any such Assumed Contract or Governmental Permit, including enforcement for the benefit of Buyer of any and all rights against any other party thereto and performance by Buyer of the obligations under all such Assumed Contracts and Governmental Permits that are not assigned at the Closing by reason of this Section 2.4.

Section 2.5 Purchase Price; Deposit.

(a) The aggregate consideration for the Purchased Assets shall be an amount equal to the following (collectively, the "Purchase Price"): (i) Buyer's assumption of the Assumed Liabilities, and (ii) \$5,000,000.00 *plus* the Loan Purchase Price *plus* the Contract Prepayment Amount (the "Cash Consideration"). Buyer shall be permitted to credit bid against the Purchase Price all or a portion of the unpaid obligations of Seller to Buyer under the FAM DIP Credit Agreement as of Closing, if any, together with accrued but unpaid fees and interest, calculated in accordance with the FAM DIP Credit Agreement as of two Business Days before Closing (the "DIP Payoff Amount").

(b) On or before two Business Days after the Agreement Date, Buyer will deposit the Deposit Amount into the Escrow Account pursuant to the terms of the Escrow Agreement. The Deposit Amount shall be held in the Escrow Account and applied toward the Purchase Price at Closing, provided that if this Agreement is terminated by Seller pursuant to Section 8.1(c), then the Deposit Amount will be released to Seller within two Business Days of such termination (and such Deposit Amount will be deemed fully earned by Seller as compensation and consideration for entering into this Agreement), and provided, further, that if this Agreement is terminated for any reason other than by Seller pursuant to Section 8.1(c) or Section 8.1(m), then the Deposit Amount will be released to Buyer within two Business Days of such termination. For the avoidance of doubt, the Deposit Amount will be released to Seller within two Business Days of a termination of this Agreement by Seller pursuant Section 8.1(c) or Section 8.1(m). Seller and Buyer shall deliver joint written instructions to the Escrow Agent to release funds from the Escrow Account in accordance with this Section 2.5(b).

Section 2.6 Closing. The Closing shall be consummated on the third (3rd) Business Day following the date that all of the conditions set forth in Article VII have been satisfied or waived in writing, or on such other day as shall be agreed upon in writing by the Parties. The date on which the Closing is actually held is referred to herein as the "Closing Date."

Section 2.7 Closing Deliveries.

(a) At or prior to the Closing, Seller shall execute, as applicable, and deliver, or cause to be delivered, to Buyer:

(i) a bill of sale or other good and sufficient instrument of conveyance, transfer and assignment (the "Bill of Sale"), in such form as shall be agreed upon by the Parties and as shall be necessary to vest in Buyer good and valid title to the Purchased Assets being sold

by Seller pursuant to and in accordance with Section 2.1, free and clear of all Encumbrances other than Permitted Exceptions, duly executed by Seller;

(ii) an assignment and assumption agreement (the "IP Assignment and Assumption Agreement"), in such form as shall be agreed upon by the Parties and as shall be necessary to assign to Buyer, and for Buyer to assume from Seller, the Transferred Intellectual Property, duly executed by Seller;

(iii) the Escrow Agreement, duly executed by Seller;

(iv) the Transition Services Agreement, duly executed by Seller;

(v) the Cavallo Offer Letter, duly executed by Tom Cavallo;

(vi) an affidavit, sworn under penalty of perjury and in form and substance in compliance with Section 1445(b)(2) of the IRC and the Treasury Regulations thereunder, that Seller is not a "foreign person" within the meaning of Section 1445 of the IRC;

(vii) the Buyer Release;

(viii) a certified copy of the Approval Order;

(ix) the certificates referred to in Section 7.1(a); and

(x) such other documents that Buyer reasonably requests from Seller in order to vest in Buyer all the right, title and interest of Seller in, to or under any or all the Purchased Assets.

(b) At or prior to the Closing, Buyer shall execute, as applicable, and deliver, or cause to be delivered, to Seller:

(i) an amount equal to the Cash Consideration *less* the Deposit Amount, and *less* the DIP Payoff Amount, if any, in accordance with Section 2.5;

(ii) a certificate dated as of a date not more than twenty (20) days prior to the Closing Date as to the good standing of Buyer, issued by the Secretary of State of the State of Delaware;

(iii) the IP Assignment and Assumption Agreement, duly executed by Buyer;

(iv) the Escrow Agreement, duly executed by Buyer;

(v) the Transition Services Agreement, duly executed by Buyer;

(vi) the Seller Release;

(vii) the Cavallo Offer Letter, duly executed by Buyer; and

(viii) the certificates referred to in Section 7.2(a).

Section 2.8 Prorations as of the Effective Time. Buyer and Seller agree that the following items associated with the Purchased Assets shall be prorated as of the Effective Time, with Seller responsible for and to receive the benefit of the same for the period prior to the Effective Time, and Buyer to be responsible for and to receive the benefit of the same as of and after the Effective Time: (a) personal property Taxes; (b) charges under maintenance, service and other contracts; and (c) fees under permits and licenses assigned to and assumed by Buyer.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

As an inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, Seller hereby represents and warrants to Buyer that, as of the date hereof and as of the Closing Date:

Section 3.1 Organization of Seller. Seller is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and, subject to any limitations that may be imposed on Seller as a result of filing a petition for relief under the Bankruptcy Code, has the requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted. Seller is not in material violation of its organizational or governing documents.

Section 3.2 Authority of Seller. Subject to entry of the Approval Order, as applicable, Seller has the requisite power and authority to execute and deliver this Agreement and each Ancillary Agreement to which it is a party and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and Ancillary Agreement to which it is a party and the consummation of the transactions contemplated by this Agreement have been duly authorized by all requisite corporate or similar action on the part of Seller. This Agreement and each Ancillary Agreement to which Seller is a party has been duly and validly executed and delivered, and each agreement, document or instrument contemplated hereby or thereby to be delivered at or prior to Closing will be duly and validly executed and delivered by Seller and (assuming the due authorization, execution and delivery by the other Parties and the entry of the Approval Order) this Agreement and each Ancillary Agreement to which it is a party constitutes legal, valid and binding obligations of Seller enforceable against Seller in accordance with its respective terms, subject to equitable principles of general applicability (whether considered in a proceeding at law or in equity).

Section 3.3 Employee Qualifications. All Employees required by Applicable Law to maintain any registrations, certification, licenses or other approvals of any regulatory authorities in connection with the origination of the Loans or to otherwise engage in the Business possess such registrations, certifications and approvals, in each case, in good standing.

Section 3.4 Governmental Consents. Except as set forth on Schedule 3.4 and except to the extent not required if the Approval Order is entered, no consent, waiver, approval, order or authorization of, or declaration or filing with, or notification to, any Governmental Authority is required on the part of Seller in connection with the execution and delivery of this Agreement or

any Ancillary Agreement to which Seller is a party, the compliance by Seller with any of the provisions hereof or thereof, the consummation of the transactions contemplated by this Agreement or the taking by Seller of any other action contemplated hereby or thereby (with or without notice or lapse of time, or both), except for (a) the entry of the Approval Order and (b) immaterial consents, waivers, approvals, orders, authorizations, declarations, filings and notifications.

Section 3.5 Real Property. Seller does not own or have any right or option to acquire any real property. Seller is not a party to any agreement to acquire any ownership interest in real property.

Section 3.6 No Litigation. Other than as set forth on Schedule 3.6, there is no pending or, to Seller's Knowledge, threatened Action against Seller or any of its Affiliates, or their respective directors or officers that is material and that relates to the Business, the Purchased Assets or to Loans originated, serviced or sold by Seller in the operation of the Business.

Section 3.7 Intellectual Property.

(a) Seller owns all of the Transferred Intellectual Property free and clear of any and all Encumbrances other than the Permitted Exceptions. Schedule 3.7(a) sets forth every license to software and other third-party Intellectual Property that (i) is necessary to the operation of the Business as conducted on the Agreement Date or that is necessary to complete the FICO Conversion in accordance with the plans and specifications set forth on Exhibit H to this Agreement, and (ii) requires the consent of the licensor to assign (the "Necessary Third-Party Licenses"). The Transferred Intellectual Property and the Third-Party Licenses comprise all of the Intellectual Property that is necessary to the operation of the Business as conducted on the Agreement Date and that is necessary to complete the FICO Conversion in accordance with the plans and specifications set forth on Exhibit H to this Agreement.

(b) The operation of the Business as conducted on the Agreement Date does not, to Seller's Knowledge, directly or indirectly, infringe upon or misappropriate the Intellectual Property of any third party.

(c) Except as set forth on Schedule 3.7(c), to Seller's Knowledge, no Person is engaging in any activity that, directly or indirectly, infringes or misappropriates the Transferred Intellectual Property.

(d) Seller has taken commercially reasonable measures to protect the confidentiality of all confidential and proprietary ideas, know-how, trade secrets, concepts, methods, techniques, data, reports, business plans, customer, vendor, and prospect lists and other information embodied or described in the Transferred Intellectual Property. Seller is aware of no public or otherwise non-confidential disclosures that would abrogate or jeopardize the enforceability of any trade secrets embodied or described in the Transferred Intellectual Property.

Section 3.8 Title To and Sufficiency of Assets.

(a) Seller has good, valid and marketable title to, or a valid leasehold interest in or a valid right to use, the Purchased Assets, free and clear of all Encumbrances to the fullest extent permitted by section 363 of the Bankruptcy Code.

(b) Schedule 3.8(b) sets forth a list of all fixed assets and other tangible assets owned or leased by Seller and material to the operation of the Business (collectively, the "Personal Property").

(c) The Purchased Assets include all of the tangible and intangible assets, properties and rights, of any nature whatsoever, necessary to operate the Business immediately after Closing in substantially the same manner in which the Business was operated on the Agreement Date.

(d) Seller has maintained the Personal Property in accordance with sound business practices. The Personal Property is in good operating condition and repair, subject to ordinary wear and tear, and is substantially fit for use in accordance with the past practices of Seller. The Personal Property is adequate for the purposes for which such assets are currently used or are held for use by Seller.

Section 3.9 Compliance with Applicable Law; No Violation, Regulatory Actions.

(a) Seller has complied, and currently is in compliance, in all material respects with all Applicable Law, including specifically its operations as originator and servicer of Loans (including all material required federal, state and local licenses and approvals as necessary to originate and service Loans). Except as set forth on Schedule 3.9(a), Seller has not received any written notice from any Governmental Authority asserting that it is not in compliance in any material respect with any Applicable Law.

(b) Except as set forth on Schedule 3.9(b), and other than routine regulatory audits of Seller by Governmental Authorities, there is no regulatory Action of any kind pending or, to Seller's Knowledge, threatened against Seller by any Governmental Authority. There are no outstanding orders, writs, judgments, decrees, injunctions or settlements with or of any Governmental Authority to which Seller is subject or to which any of the Purchased Assets are bound.

Section 3.10 Material Contracts and Other Agreements.

(a) Schedule 3.10(a) contains a true and complete list of all of the following documents and/or contracts to which Seller is a party or by which any of Seller's assets is bound (each such contract, together with each of the agreements listed in, a "Material Contract"):

(i) contracts with any Person who markets the Loans to homeowners in connection with home improvement or renovation projects;

(ii) contracts with any supplier, retailer, manufacturer, wholesaler, or other person regarding lead generation or referrals for the Business;

(iii) contracts providing financing for the Business, including warehouse financing;

(iv) contracts relating to the purchase and sale or servicing of the Loans;

(v) contracts pursuant to which Seller in connection with the Business (A) is granted or obtains or agrees to grant or obtain any right to use or otherwise exploit any material Intellectual Property, (B) is restricted in its right to use or register any material Intellectual Property, or (C) permits or agrees to permit any other Person to use, enforce or register any material Intellectual Property, including any license agreements, coexistence agreements and covenants not to sue;

(vi) contracts relating to any strategic alliance, joint development, joint marketing, partnership, joint venture or similar arrangement;

(vii) contracts that limit or purport to limit in any respect the ability of Seller to compete in any line of business or with any Person or in any geographic area or during any period of time;

(viii) contracts with any vendor or supplier of goods or services to the Business with payments or obligations in excess of \$50,000 per annum from Seller; and

(ix) any other contract that is otherwise material to the Business as currently conducted.

(b) As of the Agreement Date, each Material Contract is in full force and effect and constitutes a legal, valid and binding agreement, enforceable against Seller and each other party thereto, in accordance with its terms, except as such validity, binding effect and enforceability may be limited by (i) bankruptcy, insolvency or other similar Applicable Laws affecting the enforcement of creditors' rights generally or (ii) equitable principles of general applicability (whether considered in a proceeding at law or in equity). As of the date hereof, none of Seller nor, to Seller's Knowledge, any other party to any Material Contract is in default under, nor has there occurred any event or condition that, with or without the passage of time or giving of notice (or both), would constitute a default under, or permit the termination, modification or acceleration of, any such Material Contract. Seller has made available to Buyer with true and complete copies of each Material Contract.

Section 3.11 Employee Relations and Agreements.

(a) Schedule 3.11(a) sets forth the following information with respect to each Employee as of the date hereof: (i) name, (ii) title or position (including whether full time or part time), (iii) hire or initial engagement date, (iv) status as "exempt" or "non-exempt" under the Fair Labor Standards Act and the analogous state law applicable to such Person, and (v) aggregate data reflecting (A) the total compensation paid to all Employees in 2019 and through September 30 of the current year, and (B) the total cost of benefits provided to all Employees in 2019 and through September 30 of the current year. For the avoidance of doubt, information regarding compensation and benefits shall be provided only on an aggregate, and not individualized, basis.

(b) Schedule 3.11(b) sets forth all written and oral contracts between Seller and any Employee and between Seller and any individual formerly employed by Seller under which Seller has ongoing obligations (the "Employment Arrangements").

(c) To the Seller's Knowledge, no event or circumstance exists under which Buyer could reasonably be expected to incur any Liability with respect to any employee benefit plan of Seller, or any other programs, agreements or arrangements sponsored or maintained by Seller or any of its Affiliates in connection with its employees.

Section 3.12 Computer and Technology Security. Seller has taken all reasonable steps to safeguard its Systems, including the implementation of procedures to ensure that the Systems are free from any disabling code or instruction, timer, copy protection device, clock, counter or other limiting design or routing and any "back door," "time bomb," "trojan horse," "worm," "drop dead device," "virus" or other software routine or hardware component that permits unauthorized access to or disablement of the Systems, or the unauthorized capture or erasure of data.

Section 3.13 Privacy and Data Security. Since January 1, 2017, Seller has maintained reasonable administrative, organizational, technical and physical safeguards sufficient to (i) ensure the security, confidentiality, integrity and availability of Personal Information and IT Assets consistent with applicable industry standards, (ii) protect against any anticipated threats or hazards to the security, confidentiality or integrity of Personal Information or IT Assets and (iii) detect and remediate Information Security Incidents. Except as set forth on Schedule 3.13, since January 1, 2017, there has been no Information Security Incident, and any and all material, critical and/or high-risk security vulnerabilities identified by or on behalf of Seller have been fully remediated. Seller is, and has been at all times, in compliance in all material respects with Privacy Laws and Privacy Commitments (collectively, "Privacy Requirements"). All Personal Information has been collected or otherwise obtained by Seller in accordance with Privacy Requirements and Seller has all material rights and permissions necessary to lawfully access, collect, obtain, use, retain, disclose and transfer Personal Information in accordance with Privacy Requirements. Any and all privacy notices and marketing materials distributed or otherwise made available by Seller have at all times complied in all material respects with Privacy Requirements, been accurate and complete in all material respects, and have not contained any material omission or inaccurate, misleading or deceptive information. To Seller's knowledge, no Person has made any claim or commenced any action, lawsuit or investigation against Seller with respect to any Information Security Incident or alleged violation of a Privacy Requirement.

Section 3.14 No Brokers. None of Seller, nor any Person acting on its behalf, has paid or become obligated to pay any fee or commission to any broker, finder or intermediary, and no Person is or shall become entitled to any such fee or commission, for or on account of the transactions contemplated by this Agreement, except fees or commissions with respect to which Buyer will have no liability.

Section 3.15 No Other Representations or Warranties; Schedules. Except for the representations and warranties contained in this Article III (as modified by the Schedules hereto), none of Seller nor any other Person makes any other express or implied representation or warranty with respect to Seller, the Purchased Assets, the Assumed Liabilities or the transactions contemplated by this Agreement, and Seller disclaims any other representations or warranties,

whether made by Seller, any Affiliate of Seller, or any of Seller's or its Affiliate's respective Representatives. Except for the representations and warranties contained in this Article III (as modified by the Schedules hereto), Seller (a) expressly disclaims and negates any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Purchased Assets (including any implied or expressed warranty of merchantability or fitness for a particular purpose, or of conformity to models or samples of materials) and (b) disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated or furnished (orally or in writing) to Buyer or its Affiliates or Representatives (including any opinion, information, projection or advice that may have been or may be provided to Buyer by any Representative of Seller or any of its Affiliates). Seller makes no representations or warranties to Buyer regarding the probable success or profitability of the Business, the Purchased Assets or the use thereof. The disclosure of any matter or item in any Schedule hereto will not be deemed to constitute an acknowledgment that any such matter is required to be disclosed or is material or that such matter could result in a Material Adverse Effect.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BUYER

As an inducement to Seller to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer hereby represents and warrants to Seller that, as of the date hereof and as of the Closing Date:

Section 4.1 Organization of Buyer. Buyer has been duly organized and is validly existing and in good standing under the laws of the State of Delaware. Buyer has the requisite limited liability company power and authority to own or use its assets and to perform all of its obligations under this Agreement and the Ancillary Agreements to which it is a party.

Section 4.2 Authority of Buyer. Buyer has the requisite limited liability company power and authority to execute, deliver and perform this Agreement and each of the Ancillary Agreements to which it is a party. The execution, delivery and performance of this Agreement and the Ancillary Agreements by Buyer have been duly authorized and approved by Buyer's board of managers or similar governing body and do not require any further authorization or consent of its members. This Agreement has been duly authorized, executed and delivered by Buyer and (assuming the valid authorization, execution and delivery of this Agreement by Seller) is the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, and each of the Ancillary Agreements to which Buyer is a party has been duly authorized by Buyer, and upon execution and delivery by Buyer will be (assuming the valid authorization, execution and delivery by each of the other parties thereto) a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability is limited by general principles of equity.

Section 4.3 No Conflict. Neither the execution and delivery of this Agreement or any of the Ancillary Agreements to which Buyer is a party, nor the consummation of the transactions contemplated hereby or thereby, by Buyer will (a) result in a violation or breach of the terms, conditions or provisions of, or constitute a default, an event of default or an event creating rights of acceleration, termination or cancellation or a loss of rights under, or result in the creation or

imposition of any Encumbrance upon any note, instrument, mortgage, license, lease, agreement, contract, franchise or financial obligation to which such Buyer is a party or by which Buyer is bound, (b) violate the certificate of formation or the limited liability company agreement of Buyer, (c) violate any Applicable Law, other than any such violations, breaches, defaults, rights, loss of rights or Encumbrances that would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Buyer or would not prevent or materially impair or delay the consummation of any of the transactions contemplated hereby.

Section 4.4 Consents and Approvals. Except as set forth on Schedule 4.4, no filing or registration with, no notice to and no permit, authorization, consent or approval of any third party or any Governmental Authority or other Person is necessary for the consummation by Buyer of the transactions contemplated by this Agreement other than pursuant to the requirements of federal and state securities laws.

Section 4.5 Litigation. As of the date of this Agreement, there is no Action pending or threatened against Buyer that is reasonably expected to materially impair or delay the ability of Buyer to consummate the transactions contemplated by, or to perform its obligations under, this Agreement or any Ancillary Agreement to which it is a party.

Section 4.6 No Brokers. Neither Buyer, nor any Person acting on its behalf, has paid or become obligated to pay any fee or commission to any broker, finder or intermediary, and no Person is or shall become entitled to any such fee or commission, for or on account of the transactions contemplated by this Agreement.

Section 4.7 Financial Capability. Buyer has, or will have as of the Closing Date, sufficient funds available to it in cash to pay or cause to be paid the Purchase Price and the fees and expenses required to be paid by Buyer in connection with the transactions contemplated by this Agreement, and to effect such transactions. Buyer has provided or will provide to Seller upon Seller's reasonable request evidence that its cash on hand or other available funds are sufficient to satisfy its obligations under this Agreement. Upon the consummation of the transactions contemplated by this Agreement, Buyer will not (a) be insolvent as defined in section 101 of the Bankruptcy Code, (b) be left with unreasonably small capital, (c) have incurred debts beyond its ability to pay such debts as they mature, or (d) have impaired capital.

Section 4.8 Exclusivity of Representations and Warranties. Buyer acknowledges that except for the representations and warranties made by Seller in Article III, Seller does not make (and neither Buyer nor any other Person has relied upon) any representations or warranties on behalf of Seller. Buyer further agrees that except for the representations and warranties made by Seller in Article III, neither Seller nor any other Person will have or be subject to any liability or indemnification obligation to Buyer or any other Person resulting from the distribution to Buyer, or Buyer's use of, any such information, including any information, documents, projections, forecasts or other material made available to Buyer in certain "data rooms" or management presentations in expectation of the transactions contemplated by this Agreement. Buyer acknowledges and agrees that it (a) has had an opportunity to discuss the Business with the management of Seller, (b) has had sufficient access to (i) the books and records of Seller and (ii) the electronic data room maintained by Seller for purposes of the transactions contemplated by this Agreement, (c) has been afforded the opportunity to ask questions of and receive answers from

officers and other key employees of Seller and (d) has conducted its own independent investigation of Seller, the Businesses and the transactions contemplated by this Agreement, and has not relied on any representation, warranty or other statement by any Person on behalf of Seller, other than the representations and warranties of Seller expressly contained in Article III, and that all other representations and warranties are specifically disclaimed. In connection with any investigation by Buyer of Seller, Buyer has received or may receive from Seller or Seller's Representatives certain projections, forward-looking statements and other forecasts and certain business plan information in written or verbal communications. Buyer acknowledges that there are uncertainties inherent in attempting to make such estimates, projections and other forecasts and plans, that Buyer is familiar with such uncertainties, that Buyer is taking full responsibility for making its own evaluation of the adequacy and accuracy of all estimates, projections and other forecasts and plans so furnished to Buyer (including the reasonableness of the assumptions underlying such estimates, projections, forecasts or plans), and that Buyer shall have no claim against Seller or any other Person with respect thereto. Accordingly, Buyer acknowledges that neither Seller nor any other Person on behalf of Seller makes (and neither Buyer or any other Person has relied upon) any representation or warranty with respect to such estimates, projections, forecasts or plans (including the reasonableness of the assumptions underlying such estimates, projections, forecasts or plans).

ARTICLE V
BANKRUPTCY MATTERS

Section 5.1 Bankruptcy Court Milestones. The "Milestones," as such term is used herein, are set forth on Exhibit F hereto.

Section 5.2 Bankruptcy Court Filing

(a) In the event that the entry of the Bidding Procedures Order or the Approval Order is appealed or a stay pending appeal is sought, Seller shall take all actions as may be commercially reasonable or appropriate to defend against or oppose such appeal or the stay pending appeal and seek the dismissal of any appeal (including a petition for certiorari, motion for rehearing, reargument, reconsideration or revocation). Notwithstanding the foregoing, any resulting changes to this Agreement or any Ancillary Agreement or resulting changes to the Bidding Procedures Order and the Approval Order shall be subject to Buyer's approval, in its reasonable discretion.

(b) Seller shall provide Buyer with drafts of any and all pleadings and proposed orders to be filed or submitted in connection with this Agreement and the transactions contemplated hereby sufficiently in advance of the proposed filing date so as to permit Buyer sufficient time to review and comment on such drafts, and such pleadings and proposed orders shall be in form and substance reasonably acceptable to Buyer. Seller shall give Buyer reasonable advance notice of any hearings regarding the motions required to obtain the issuance of the Approval Order.

(c) The Parties hereby agree that the bidding procedures to be employed with respect to this Agreement shall be substantially the same as those set forth in the Bidding Procedures Order. Buyer agrees and acknowledges that Seller shall be permitted, and shall be permitted to cause its Representatives, to initiate contact with, solicit or encourage submission of

any inquiries, proposals or offers by, respond to any unsolicited inquiries, proposals or offers submitted by, and enter into any discussions or negotiations regarding any of the foregoing with, any Person (in addition to Buyer) relating to a Competing Bid pursuant to and to the extent in compliance with the terms of the Bidding Procedures Order.

Section 5.3 Assumption of Certain Contracts and Leases.

(a) Schedule 5.3(a) sets forth a true and complete list of all executory contracts and unexpired leases to which Seller is a party and are related to or used in connection with Business, including Seller's proposed Cure Costs associated with each such contract and Lease set forth therein.

(b) From and after the date hereof until the Designation Deadline, Buyer may, in its sole discretion, designate a contract or Lease listed on Schedule 5.3(a) for assumption and assignment to Buyer or its designee-Affiliate, effective on and as of the Closing (such contract and Leases, together with any other contracts and Leases assumed by Seller and assigned to Buyer or its designee-Affiliate pursuant to this Agreement, the "Assumed Contracts"). The Assumed Contracts that are to be assumed and assigned effective on, subject to, and as of the Closing are set forth on Schedule 5.3(b) hereto, which Schedule shall be (and shall be deemed) modified or supplemented to reflect additions or removals, as applicable, of contracts and Leases that are designated for assumption and assignment as set forth in this Section 5.3(b). For the avoidance of doubt, Buyer may add or remove contracts and Leases from Schedule 5.3(b) at any time on or prior to the Designation Deadline.

(c) Seller shall take all actions reasonably required to assume and assign the Assumed Contracts to Buyer or its designee-Affiliate, including taking all actions reasonably necessary to facilitate any negotiations with the counterparties to such contracts or Leases and to obtain an order of the Bankruptcy Court containing a finding that the proposed assumption and assignment of the contracts or Leases to Buyer or its designee satisfies all applicable requirements of section 365 of the Bankruptcy Code. Buyer and Seller will (i) designate on Schedule 5.3(c) certain contracts that are essential to operate the Business and which cannot be reasonably replaced (the "Critical Contracts") and (ii) work prior to the Closing to obtain any consent or other approvals, as applicable, to the assumption and assignment of such Critical Contracts. In the event that any Critical Contract (or any substitute therefor acceptable to Buyer in its reasonable discretion) cannot be assigned to Buyer for any reason (including if such Critical Contract is terminated by the counterparty or if such counterparty delivers a notice of termination prior to Closing) other than (in the case of Critical Contracts other than the Concord Agreement) Buyer's failure to pay the Cure Cost applicable to such Critical Contract, then notwithstanding anything to the contrary herein Buyer shall not be required to close, and Buyer shall have the right to terminate this Agreement at any time prior to Closing without any Liability owed to Seller or any of its Affiliates or Representatives. Notwithstanding the foregoing, in the event that, prior to Closing, a counterparty terminates a Critical Contract or delivers a notice of termination with respect thereto, Seller shall have the right until the third Business day following entry of the Approval Order to obtain a substitute contract acceptable to Buyer in its reasonable discretion or to cure the circumstances referenced in the notice of termination and obtain confirmation from such counterparty that the termination has been withdrawn.

(d) Buyer shall take all actions reasonably required for Seller to assume and assign the Assumed Contracts to Buyer, including taking all actions reasonably necessary to facilitate any negotiations with the counterparties to such contracts or Leases and, if necessary, to obtain an order of the Bankruptcy Court containing a finding that the proposed assumption and assignment of the Assumed Contracts to Buyer satisfies all applicable requirements of section 365 of the Bankruptcy Code, including such information as Seller believes is reasonably necessary to provide “adequate assurance,” as that term is used in Section 365 of the Bankruptcy Code with respect to the Assumed Contracts.

(e) Seller will be responsible for the Concord Cure Costs. Buyer will be responsible for any and all Cure Costs other than the Concord Cure Costs. For the avoidance of doubt, Buyer shall not be liable for any Cure Costs associated with any contract or Lease that has not been designated by Buyer as an Assumed Contract on Schedule 5.3(b), or has been removed from Schedule 5.3(b) by Buyer on or before the Designation Deadline.

(f) Notwithstanding the foregoing and anything herein to the contrary, and subject to Section 6.3, a contract or Lease shall not be assigned to, or assumed by, Buyer or its designee hereunder to the extent that such contract or Lease (i) is terminated by Seller or the counterparty thereto, or terminates or expires by and in accordance with its terms, on or prior to the Closing and is not continued or otherwise extended upon assumption, or (ii) requires a consent or authorization from a Governmental Authority (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to Buyer or its designee of Seller’s rights under such contract or Lease, and such consent or authorization has not been obtained prior to the Closing. In the event that any Assumed Contract is deemed not to be assigned pursuant to clause (ii) of this Section 5.3(f), the Closing shall nonetheless occur subject to the terms and conditions set forth herein and, thereafter, through the earlier of such time as such consent or authorization is obtained and the applicable period of time set forth in the Transition Services Agreement (or the remaining term of such Contract or Lease or the closing of the Bankruptcy Cases, if shorter), Seller and Buyer shall (A) use reasonable best efforts to secure such consent or authorization as promptly as practicable after the Closing, and (B) cooperate in good faith to allow Buyer or its designee-Affiliate to perform the services thereunder on Seller’s behalf, in all cases, without infringing upon the legal rights of any third party, including by good faith cooperation with any lawful and commercially reasonable arrangement proposed by Buyer, including subcontracting, licensing or sublicensing to Buyer any or all of Seller’s rights and obligations with respect to any such contract or Lease, under which (1) Buyer shall obtain (without infringing upon the legal rights of such third party or violating any law) the economic rights and benefits (net of the amount of any related Tax costs imposed on Seller or their respective Affiliates) under such contract or Lease with respect to which the consent and/or authorization has not been obtained, and (2) Buyer shall assume any related burden (net of the amount of any related Tax benefit obtained by Seller or their respective Affiliates) and obligation (including performance) with respect to such contract or Lease; provided, however, that nothing in this Section 5.3(f) shall contravene or expand the scope of the Assumed Liabilities. Upon satisfying all such requisite consent or authorization requirements applicable to such contract or Lease after the Closing, such contract or Lease shall promptly be transferred and assigned to Buyer in accordance with the terms of this Agreement.

ARTICLE VI
COVENANTS

The Parties covenant and agree to take the following actions between the date hereof and the Closing Date:

Section 6.1 Access to Information. From the Agreement Date through the Closing Date, Seller shall, upon reasonable prior notice, provide to Buyer and Buyer's Representatives (including its legal advisors and accountants) access to make such investigation of the properties, businesses and operations of Seller and the Business, and such examination of the books and records of Seller, as Buyer reasonably requests, financial, operating and other data and information of Seller, and access to all the Representatives of Seller as Buyer may reasonably request, and to make extracts and copies of such books and records. Any such investigation and examination shall be conducted upon reasonable advance notice and under reasonable circumstances and during reasonable business hours and, with respect to each of the Purchased Assets operated by third parties, if any, shall be subject to the consent of such third-party operators, which consent Seller shall use commercially reasonable efforts to timely obtain. No investigation by Buyer or its Representatives prior to or after the Agreement Date shall affect or be deemed to modify any of the representations, warranties, covenants or agreements of Seller contained in this Agreement. From the Agreement Date through the Closing Date, Seller shall promptly deliver or make available to Buyer all material pleadings, motions, notices, statements, schedules, applications, reports and other papers filed in any judicial or administrative proceeding, other than the Bankruptcy Cases, related to the Business, any Purchased Assets and the transactions contemplated by this Agreement. Without in any way limiting any Party's rights or obligations under this Agreement, in respect of the agreements in respect of the Bankruptcy Cases or otherwise, the Parties understand and agree that nothing contained in this Agreement shall give Buyer the right to control or direct the Business or any other business of Seller prior to the Closing.

Section 6.2 Notification.

(a) From time to time prior to the Closing, Seller shall promptly deliver written notice to Buyer of (i) any event, change, effect, condition, state of facts or occurrence that comes to the Knowledge of Seller that (A) would reasonably be expected to (x) cause a breach of any of Seller's covenants under this Agreement, (y) render the satisfaction of the conditions in Article VII reasonably unlikely to be fulfilled, or (z) prevent, prohibit or materially delay the Closing, or (B) if occurring or arising or in existence before or on the Agreement Date would have caused a representation or warranty of Seller to be inaccurate or deficient; (ii) any notice or other written communication from any Person alleging that the consent of such Person is or may be required in connection with the consummation of the transactions contemplated by this Agreement; and (iii) the commencement of any Action relating to Seller, the Purchased Assets or the Business, provided that notice need not be given by Seller in connection with matters reflected in notices issued by the Bankruptcy Court. The delivery of any notice pursuant to this Section 6.2(a) shall not have any effect on the satisfaction of the conditions to Closing set forth in Article VII or Buyer's right to terminate the Agreement pursuant to Article VIII, and shall not be deemed to amend or supplement any section of the Seller's disclosure Schedules, or to limit or otherwise affect any of Buyer's remedies under this Agreement. Notwithstanding the foregoing, Seller shall

not be obligated to notify Buyer of any event, change, effect, condition, state of facts or occurrence that is caused by the commencement of the Bankruptcy Cases.

(b) From time to time prior to the Closing, Buyer shall promptly deliver written notice to Seller of (i) any event, change, effect, condition, state of facts or occurrence that comes to the knowledge of Buyer that (A) would reasonably be expected to (x) cause a breach of Buyer's covenants under this Agreement, (y) render the satisfaction of the conditions in Article VII reasonably unlikely to be fulfilled, or (z) prevent, prohibit or materially delay the Closing, (B) would reasonably be expected to constitute or prevent Buyer from consummating the transactions contemplated by this Agreement; or (C) that, if occurring or arising or in existence before or on the Agreement Date would have caused a representation or warranty of Buyer to be inaccurate or deficient; and (ii) any notice or other written communication from any Person alleging that the consent of such Person is or may be required in connection with the consummation of the transactions contemplated by this Agreement. The delivery of any notice pursuant to this Section 6.2(b) shall not have any effect on the satisfaction of the conditions to Closing set forth in Article VII or Seller's right to terminate the Agreement pursuant to Article VIII, and shall not be deemed to limit or otherwise affect any of Seller's remedies under this Agreement.

(c) A notice given under this Section 6.2 will not of itself serve to qualify any representation or warranty of either Seller or Buyer, as applicable, in this Agreement or in any certificate delivered pursuant to this Agreement. Any such qualification may be effected only by a supplement to a Schedule to this Agreement. Should any notification specified in Section 6.2(a) require a change to a Schedule if the Schedule was dated the date of the notice, Seller or Buyer, as applicable, will promptly deliver to the other party a supplement to its Schedules specifying the change. No supplement to Seller's or Buyer's Schedules will affect any of the conditions to Buyer's or Seller's, as applicable, obligations under this Agreement or affect any other remedy available to Buyer or Seller, as applicable, arising from a representation that would be inaccurate, or a warranty that would be breached, without qualification by the supplement.

Section 6.3 Consents of Third Parties; Governmental Approvals. Seller and Buyer will use their commercially reasonable efforts to obtain at the earliest practicable date all consents and approvals contemplated by this Agreement, including the consents and approvals referred to in Section 3.4, provided that no Party (other than with respect to Cure Costs) will be obligated to pay any consideration therefor to any third party from whom consent or approval is requested, or to initiate any litigation or proceedings to obtain any such consent or approval. Without limiting the generality of the foregoing, Seller will give any notices to Persons required to be delivered pursuant to any contract and other agreement of Seller in connection with the consummation of the transactions contemplated by this Agreement and use its commercially reasonable efforts to obtain all approvals, consents and waivers required, necessary, or advisable to be obtained pursuant to any contract and other agreement of Seller in connection with the consummation of the transactions contemplated by this Agreement. Notwithstanding anything in this Agreement to the contrary, neither Buyer or its Affiliates, nor the Seller, shall be required to (i) offer, negotiate, commit to or effect, by consent decree, hold separate order or otherwise, the sale, divestiture, license or other disposition of any and all of the capital stock, properties, assets, rights, products or businesses of the Buyer (or any of its Affiliates, if applicable), or Seller, or (ii) permit or suffer to be imposed any other restrictions on the activities of Buyer or its Affiliates or Seller.

Section 6.4 Operations Prior to the Closing Date. Except (a) as required by Applicable Law or as required by order of the Bankruptcy Court, (b) as otherwise expressly contemplated by this Agreement, or (c) with the prior written consent of Buyer, during the period from the Agreement Date to and through the Closing Date, Seller will (taking into account the commencement of the Bankruptcy Cases, the anticipated sale, liquidation and/or shut-down of operations of Seller other than the Business and other changes, facts and circumstances that customarily result from the events leading up to and following the commencement of bankruptcy proceedings): (i) use commercially reasonable efforts to carry on the Business in the Ordinary Course of Business and maintain the Purchased Assets in their current condition, ordinary wear and tear excepted, (ii) not materially amend, modify, terminate, let lapse (other than the expiration of a contract pursuant to its terms) or waive any rights under, or create any Encumbrance (other than Permitted Exceptions) with respect to, any of the Assumed Contracts, (iii) use commercially reasonable efforts to defend and protect the Purchased Assets from deterioration, (iv) comply in all material respects with Applicable Laws with respect to the Purchased Assets, (v) not terminate without cause, or materially alter the salary or benefits of, any Employee, provided that Seller may promote non-executive level employees in the Ordinary Course of Business, and (vi) not enter into any agreement or commitment to take any action prohibited by this Section 6.4.

Section 6.5 Use of Names. As promptly as practicable following the Closing (but in no event later than 30 days following the Closing Date), Seller and its Affiliates shall discontinue their use of and, as applicable, remove from any buildings, signs, vehicles or other asset or property of Seller, any of Seller's Trademarks included in the Transferred Intellectual Property, including any variations thereof.

Section 6.6 Confidentiality. Buyer acknowledges and understands that this Agreement may be publicly filed in the Bankruptcy Court and further made available by Seller to prospective bidders and that, except as prohibited herein, such disclosure shall not be deemed to violate any confidentiality obligations owing to Buyer or Seller, whether pursuant to this Agreement or otherwise. Seller acknowledges and agrees that from and after the Closing, all non-public information relating to the Business and the Purchased Assets shall be valuable and proprietary to Buyer and its Affiliates. Seller agrees that, from and after the Closing, Seller shall not, and shall cause its Affiliates not to, disclose to any Person any information relating to Buyer and its Affiliates (including, after the Closing, any Affiliates of Seller), or the ownership or operation of the Business, except as required by Law or as otherwise becomes available in the public domain other than through any action by Seller or its Affiliates in violation of its obligations under this Section 6.6.

Section 6.7 Sale Free and Clear. Seller acknowledges and agrees that the Approval Order shall be drafted to provide that (a) on the Closing Date and concurrently with the Closing, all then existing or thereafter arising obligations, Liabilities and Encumbrances, against or created by Seller, or the bankruptcy estate, to the fullest extent permitted by section 363 of the Bankruptcy Code, shall be fully released from and with respect to the Purchased Assets, and (b) Buyer is not a successor to Seller or the bankruptcy estates of Seller by reason of any theory of Law or equity, and Buyer shall not assume or in any way be responsible for any Liability of Seller or the bankruptcy estates of Seller, except as expressly provided in this Agreement. On the Closing Date, the Purchased Assets shall be transferred to Buyer free and clear of all obligations, Liabilities and Encumbrances to the fullest extent permitted by section 363 of the Bankruptcy Code.

Section 6.8 Avoidance Actions. During the Bankruptcy Cases, Seller shall not commence, assign, convey or abandon any Avoidance Actions against any of Seller's ordinary course vendors or contract counterparties that are related in any way to the Business, the Purchased Assets or the Assumed Liabilities, except to transfer such Avoidance Actions to Buyer in accordance with this Agreement.

Section 6.9 Back-up Bidder. In the event Buyer is not selected as the Successful Bidder in any Auction, Buyer may be designated as Back-up Bidder in accordance with the bidding procedures set forth in the Bidding Procedures Order, provided that the Buyer shall not be required to serve as Back-up Bidder beyond the Termination Date.

Section 6.10 Tax Matters. To the extent not exempt under section 1146 of the Bankruptcy Code, all documentary, stamp, transfer, motor vehicle registration, sales, use, excise and other similar non-income Taxes and all filing and recording fees (including any real property or leasehold transfer Tax and any other similar Tax) (and any penalties and interest associated with such Taxes and fees) arising from or relating to the consummation of the transactions contemplated by this Agreement (collectively, "Transfer Taxes") shall be borne by Seller, regardless of the party on whom liability is imposed under the provisions of the Applicable Law relating to such Transfer Taxes. Seller and Buyer shall consult and cooperate in timely preparing and making all filings, Tax Returns, reports and forms as may be required to comply with the provisions of the Applicable Laws relating to such Transfer Taxes and shall cooperate and otherwise take reasonable best efforts to obtain any available refunds for or exemptions from such Transfer Taxes, including preparing exemption certificates and other instruments as are applicable to claim available exemptions from the payment of Transfer Taxes under Applicable Law and executing and delivering such affidavits and forms as are reasonably requested by the other party.

Section 6.11 Interim Period Financing.

(a) Seller shall, and shall cause its Representatives and Affiliates to, reasonably cooperate with Buyer and Buyer's Representatives and Affiliates with respect to satisfying timely the requirements of the FAM DIP Credit Agreement and the DIP Order, including as to collateral security, information (including as to financial statements, anti-money laundering laws and similar provisions), payoff letters and other customary matters.

(b) The Loan Purchase Agreement shall remain in full force and effect at all times until the Closing, and no party to the Loan Purchase Agreement shall be in default thereunder or shall fail to honor its obligations thereunder.

Section 6.12 Use of Name; Name Change. Within ten Business Days following the Closing, Seller shall, at its expense, change its name to a name that is not confusingly similar to the name "Renovate America" or any derivation thereof, and shall file such documents as are necessary to reflect the change in Seller's name contemplated by this Section 6.12 in its state of incorporation and in each state in which it is qualified to do business as a foreign entity. From and after the Closing, neither Seller nor any of its Affiliates shall use, directly or indirectly, without the prior written consent of Buyer, the names "Renovate America" or "BENJI," any other name which is confusingly similar thereto or a derivation thereof.

Section 6.13 Employees.

(a) Seller shall be liable for all liabilities arising as a result of, or related to, the employment of its Employees, including liabilities related to the termination of Employees by Seller, including with respect to any required compliance with the Worker Adjustment, Retraining and Notification Act of 1988 (WARN) and any similar state Applicable Laws requiring the giving of notice to employees regarding terminations, lay-offs, site closings or other comparable events; provided, however, that Buyer shall be responsible for liabilities related to the New Buyer Employees that arise on or after the date that the New Buyer Employees begin employment with Buyer. Seller shall be solely responsible for the payment to its Employees of unused vacation and sick time wages upon termination of employment as required under Applicable Law.

(b) Buyer and Seller specifically agree that Buyer shall have no obligation to hire any of the Employees; provided, however, that Buyer will offer employment, under the terms of Buyer's employment policies and pursuant to the terms and conditions of an offer letter in the form separately provided to Seller (the "Offer Letter"), to certain individuals to be identified on Schedule 6.13(b), to be delivered prior to the Closing (the "Identified Employees" and, those accepting offers, the "New Buyer Employees"). Except as otherwise set forth in the Offer Letter, the terms and conditions of employment offered to the Identified Employees shall include (i) compensation (base salary and bonus opportunity) that is substantially similar to the compensation offered to the Identified Employees prior to reductions that were implemented due to COVID-19, and (ii) with respect to benefits, terms and conditions that are the same as those offered by Buyer at the time of Closing to similarly situated employees of Buyer. All such offers will be conditioned upon other standard terms and conditions which apply to Buyer's other applicants for employment, including requirements that the Employees submit to background checks and execute dispute resolution, confidentiality and non-solicitation agreements.

(c) Buyer and Seller acknowledge and agree that all provisions contained in this Section 6.13 with respect to Employees are included for the sole benefit of Buyer and Seller, and that nothing herein, whether express or implied, shall create any third-party beneficiary or other rights in any other person, including any of Seller's current or former employees, or any dependent or beneficiary thereof.

Section 6.14 Seller's Post-Closing Actions. Seller shall not propose, file, support, pursue, seek entry of, or aid in another party proposing, filing, supporting, pursuing or seeking entry of, an order confirming a chapter 11 plan that materially and adversely impacts Buyer's rights hereunder without Buyer's prior written consent. For the avoidance of doubt, notwithstanding any other provision of this Agreement, this Section 6.14 shall survive the Closing.

ARTICLE VII
CONDITIONS PRECEDENT

Section 7.1 Conditions Precedent to Obligations of Buyer. The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to the fulfillment, at or prior to the Closing, of each of the following conditions (any or all of which may be waived in writing by Buyer, in whole or in part, to the extent permitted by Applicable Law):

(a) (i) the representations and warranties of Seller contained in this Agreement or any Ancillary Agreement that are not qualified by materiality or Material Adverse Effect or similar qualification shall be true and correct in all material respects both as of the Agreement Date and as of the Closing, except to the extent expressly made as of a different date, in which case such representations and warranties shall be so true and correct as of such different date, (ii) the representations and warranties of Seller contained in this Agreement that are qualified by materiality or Material Adverse Effect or similar qualification shall be true and correct in all respects both as of the Agreement Date and as of the Closing, except to the extent expressly made as of a different date, in which case such representations and warranties shall be so true and correct as of such different date, (iii) Seller shall have performed and complied in all material respects with all covenants, obligations and agreements required in this Agreement to be performed or complied with by Seller prior to the Closing, (iv) at least seven of the Key Customers (other than the Critical Customers) shall have not terminated, materially decreased their relationship with Seller outside of the Ordinary Course of Business or given notice that such Key Customer will take the foregoing actions, (v) no Critical Customers have terminated, materially decreased their relationship with Seller outside of the Ordinary Course of Business or given notice that such Critical Customer will take the foregoing actions, and (vi) Buyer shall have received a certificate signed by an authorized officer of Seller on behalf of Seller, dated as of the Closing Date, to the foregoing effect;

(b) Seller shall have delivered, or caused to be delivered, to Buyer all of the items set forth in Section 2.7(a);

(c) since the Agreement Date, there shall not have occurred and be continuing any changes, effects or circumstances constituting, or which would reasonably be likely to result in, individually or in the aggregate, a Material Adverse Effect on the Purchased Assets or the Business;

(d) either (i) Seller shall have delivered to Buyer an Intellectual Property Assignment Agreement from Eastridge Workforce Solutions, along with any other documentation reasonably requested by Buyer to vest ownership in the Transferred Intellectual Property or (ii) the concerns of Buyer with regard to the ownership and ability to assign such Intellectual Property have been adequately (in Buyer's reasonable discretion) addressed in the motions and orders of the Bankruptcy Cases;

(e) 78% of the individuals listed on Schedule 7.1(e) have delivered executed Offer Letters to Buyer;

(f) At least one (1) director-level (or higher) employee in Seller's products group has delivered an executed Offer Letter to Buyer;

(g) At least one (1) director-level (or higher) employee in Seller's development group has delivered an executed Offer Letter to Buyer;

(h) the Stone Offer Letter shall not have been terminated and shall be set to become effective simultaneous with the Closing; and

(i) Seller shall be in compliance in all material respects immediately prior to Closing with the FAM DIP Credit Agreement, the Loan Purchase Agreement, the DIP Order and the budget therein, and the FAM DIP Credit Agreement shall not have been terminated or refinanced other than in connection with the Closing hereunder.

Section 7.2 Conditions Precedent to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or prior to the Closing, of each of the following conditions (any or all of which may be waived in writing by Seller in whole or in part, to the extent permitted by Applicable Law):

(a) (i) the representations and warranties of Buyer contained in this Agreement or any Ancillary Agreement that are not qualified by materiality or similar qualification shall be true and correct in all material respects both as of the Agreement Date and as of the Closing, except to the extent expressly made as of a different date, in which case such representations and warranties shall be so true and correct as of such different date, (ii) the representations and warranties of Buyer contained in this Agreement that are qualified by materiality or similar qualification shall be true and correct in all respects both as of the Agreement Date and as of the Closing, except to the extent expressly made as of a different date, in which case such representations and warranties shall be so true and correct as of such different date, and (iii) Seller shall have received a certificate signed by an authorized officer of Buyer on behalf of Buyer dated the Closing Date, to the foregoing effect;

(b) Buyer shall have performed and complied in all material respects with all covenants, obligations and agreements required in this Agreement or any Ancillary Agreement to be performed or complied with by Buyer prior to or at the Closing, and Seller shall have received a certificate signed by an authorized officer of Buyer on behalf of Buyer dated the Closing Date, to the foregoing effect;

(c) Buyer shall be in compliance in all material respects immediately prior to Closing with the FAM DIP Credit Agreement and the Loan Purchase Agreement; and

(d) Buyer shall have delivered to Seller all of the items set forth in Section 2.7(b).

Section 7.3 Conditions Precedent to Obligations of Buyer and Seller. The respective obligations of Buyer and Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or prior to the Closing, of each of the following conditions (any or all of which may be waived in writing by Buyer or Seller, as applicable, in whole or in part, to the extent permitted by Applicable Law, provided that such waiver shall only be effective as to the obligations of such waiving party):

(a) there shall not be in effect any Applicable Law restraining, enjoining, making illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements;

(b) Buyer and Seller shall have duly executed the FAM DIP Credit Agreement;

(c) the Bankruptcy Court shall have entered the Bidding Procedures Order and the Bidding Procedures Order shall be in full force and effect and not stayed and shall not have been reversed or modified since the date of entry; and

(d) the Bankruptcy Court shall have entered the Approval Order and the Approval Order shall be in full force and effect and not stayed and shall not have been reversed or modified since the date of entry.

ARTICLE VIII
TERMINATION

Section 8.1 Termination. Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated at any time prior to the Closing Date:

(a) by the mutual written consent of Buyer and Seller;

(b) by Buyer if Seller has breached any of its representations, warranties, covenants or agreements contained in this Agreement and such breach would give rise to the failure of a condition set forth in Article VII and cannot be or has not been cured by the Termination Date as the same may be extended pursuant to Section 8.1(e), provided that Buyer is not then in material breach of this Agreement;

(c) by Seller if Buyer has breached any of its representations, warranties, covenants or agreements contained in this Agreement and such breach would give rise to the failure of a condition set forth in Article VIII and cannot be or has not been cured by the Termination Date as the same may be extended pursuant to Section 8.1(e), provided, that Seller is not then in material breach of this Agreement;

(d) by Buyer or Seller if any Governmental Authority shall have issued a final and non-appealable order, decree or ruling permanently restraining, enjoining or otherwise prohibiting the consummation of the Closing; provided, however, that prior to invoking this provision as a result of any such order, decree or ruling, the Party invoking it shall negotiate in good faith with the other Party to attempt to agree to modify the transactions on mutually agreeable terms and on an equitable basis (including by implementing alternative means of structuring the transactions in a mutually satisfactory manner), in a way that would eliminate such restraint or prohibition;

(e) by Buyer or Seller if (A) Seller enters into a definitive agreement with respect to, or consummates, an Alternative Transaction, or Buyer is not the Successful Bidder at the Auction; provided, however, that if designated as the Back-up Bidder, then Buyer may not terminate this Agreement pursuant to this Section 8.1(e) until the earlier to occur of (x) the Termination Date (for the avoidance of doubt, nothing in this Section 8.1(e) shall restrict the ability of Buyer to terminate this Agreement in accordance with any other applicable provision of this Agreement) or (y) the Backup Bid Expiration Date (as defined in the Sale Procedures), or (B) the Bankruptcy Court shall have entered an order authorizing an Alternative Transaction;

(f) by Buyer or Seller, if the Closing shall not have occurred by May 15, 2021 (the "Termination Date"), provided that the right to terminate this Agreement under this

Section 8.1(f) shall not be available to the Party that caused the failure of the Closing to occur on or prior to such date;

(g) by Buyer, provided Buyer is not then in material breach of this Agreement, if any Milestone has not been satisfied;

(h) by Buyer, provided Buyer is not then in material breach of this Agreement, if Seller publicly announces any plan of reorganization or plan of liquidation or supports any such plan (including any such plan filed by a party other than Buyer), that adversely impacts Buyer's rights hereunder without Buyer's prior written consent;

(i) by Buyer, if the Bankruptcy Cases are dismissed or converted to cases under chapter 7 of the Bankruptcy Code, and neither such dismissal nor conversion expressly contemplates the transactions provided for in this Agreement;

(j) by Buyer, provided Buyer is not then in material breach of this Agreement, if Seller withdraws or seeks authority to withdraw the motion seeking approval of the Bidding Procedures Order and Approval Order;

(k) by Buyer, provided Buyer is not then in material breach of this Agreement, if the conditions set forth in Section 5.3(c) relating to assumption and assignment of the Critical Contracts are not satisfied;

(l) by Buyer, provided Buyer is not then in material breach of this Agreement of the Loan Purchase Agreement, if Seller has defaulted on any of its material obligations, or is otherwise in material breach of the terms, under the Loan Purchase Agreement, the FAM DIP Credit Agreement or the DIP Order or if the FAM DIP Credit Agreement has been terminated or refinanced other than in connection with the Closing; and

(m) by Seller, provided Seller is not then in material breach of this Agreement, if Buyer has defaulted on any of its material obligations, or is otherwise in material breach of the terms, under the FAM DIP Credit Agreement or the Loan Purchase Agreement.

Section 8.2 Notice of Termination. Any Party desiring to terminate this Agreement pursuant to Section 8.1 shall give written notice of such termination to the other Party.

Section 8.3 Effect of Termination. If this Agreement shall be terminated pursuant to this Article VIII, all further obligations of the Parties under this Agreement (other than those obligations in Article IX and Sections 6.6, 6.9 and 8.4) shall be terminated without further liability of any Party to the other; provided, however, that nothing herein shall relieve any Party from liability for its fraudulent acts or willful or knowing breach of this Agreement. For the avoidance of doubt, (a) the Expense Reimbursement and the Break-Up Fee shall, if applicable, be paid upon termination of this Agreement in accordance with Section 8.4, and (b) if applicable, the outstanding balance under the FAM DIP Credit Agreement, if any, shall be paid by Seller in accordance with such agreement and the DIP Order.

Section 8.4 Break-Up Fee; Expense Reimbursement Amounts.

(a) If this Agreement is terminated other than pursuant to Section 8.1(a), by Seller pursuant to Section 8.1(c) or Section 8.1(m), or, by Buyer pursuant to Section 8.1(f), and Seller closes an Alternative Transaction, then Seller shall pay in cash to Buyer, a break-up fee in an amount equal to Four Hundred Thousand Dollars (\$400,000.00) (the "Break-Up Fee"), by wire transfer of immediately available funds to the account specified by Buyer to Seller in writing; provided, however, that if this Agreement is terminated by Seller pursuant to Section 8.1(f), then such Break-Up Fee shall only be due and payable to Buyer if Seller consummates an Alternative Transaction within three (3) months following the Termination Date.

(b) In addition to the Break-Up Fee payable under Section 8.4(a), if this Agreement is terminated other than by Seller pursuant to Section 8.1(c), or Section 8.1(m), or by Buyer pursuant to Section 8.1(f), then Seller shall pay in cash to Buyer (or its designees, as indicated below) an amount equal to the reasonable and documented out-of-pocket costs, fees and expenses incurred by Buyer (including fees and expenses of their respective legal, accounting and financial advisors) in connection with the development, negotiation, execution, delivery and approval by the Bankruptcy Court of this Agreement and the transactions contemplated hereby (the "Expenses"), which Expenses shall not exceed \$250,000 in the aggregate (the "Expense Reimbursement Amount"). For the avoidance of doubt, if this Agreement is terminated by Seller pursuant to Section 8.1(f), then such Expense Reimbursement Amount shall be due and payable by Seller to Buyer. Seller shall pay the Expenses Reimbursement Amount by wire transfer of immediately available funds, to an account specified by Buyer to Seller in writing, within ten Business Days of Seller's receipt of documentation reflecting the Expenses in reasonable detail; provided, however, that if Seller disputes the amount of the Expenses within such ten-day period, the Parties will submit the matter to the Bankruptcy Court for resolution and will pay the Expenses to Buyer no later than the date that is five Business Days following such resolution.

(c) The obligations of Seller to pay the Break-Up Fee and/or the Expense Reimbursement Amount to Buyer as provided herein shall be entitled to superpriority administrative expense status pursuant to sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code, senior to all other general administrative expense claims and superpriority administrative expense claims granted such status pursuant to sections 503(b)(1) and 507(a)(2).

(d) Seller agrees and acknowledges that Buyer's due diligence, efforts, negotiation, and execution of this Agreement have involved substantial investment of management time and have required significant commitment of financial, legal and other resources by Buyer and its Affiliates, and that such due diligence, efforts, negotiation and execution have provided value to Seller and, in Seller's reasonable business judgment, is necessary for the preservation of the value of Seller's estate. Seller further agrees and acknowledges that the Break-Up Fee and Expense Reimbursement Amount are reasonable in relation to Buyer's efforts, Buyer's lost opportunities from pursuing this transaction, and the magnitude of the transactions contemplated hereby. The provision of the Break-Up Fee and the Expense Reimbursement Amount is an integral part of this Agreement, without which Buyer would not have entered into this Agreement.

ARTICLE IX
GENERAL PROVISIONS

Section 9.1 Survival of Representations and Warranties. The representations and warranties of the Parties set forth in this Agreement shall expire on the Closing Date.

Section 9.2 No Public Announcement. The Parties shall mutually agree on press releases to be issued in connection with the execution and delivery of this Agreement and the Closing. Thereafter, Seller shall not, without the approval of Buyer, which approval will not be unreasonably withheld, conditioned or delayed, make any press release or other public announcement expressly identifying Buyer or its Affiliates and concerning the transactions contemplated by this Agreement; provided, however, that the foregoing shall not preclude communications or disclosures (a) necessary to implement the provisions of this Agreement or (b) required by Applicable Law.

Section 9.3 Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered when delivered personally, by facsimile (and immediately after transmission, receipt of which has been confirmed by telephone by the sender), sent by e-mail (and immediately after transmission, receipt of which has been confirmed by telephone by the sender) or when delivered by registered or certified mail (postage prepaid, return receipt requested) or by an internationally recognized overnight courier service addressed as follows:

If to Buyer, to:

Finance of America Mortgage LLC
30401 Agoura Road
Suite 230
Agoura Hills, CA 91301
Attn: Bill Dallas
Telephone: (818) 657-2257
E-mail: bd@financeofamerica.com

with copies (which shall not constitute notice) to:

Finance of America Mortgage LLC
2500 Dallas Parkway, Suite 430
Plano, Texas 75093
Attention: Lauren Richmond
Phone: (972) 999-1844
Email: larichmond@financeofamerica.com

and to:

Hunton Andrews Kurth LLP
951 East Byrd Street
Richmond, Virginia 23219
Attn: Michael P. Goldman
Telephone: 804-788-8404
E-mail: mgoldman@huntonak.com

If to Seller, to:

c/o Renovate America, Inc.
16870 W. Bernardo Dr., Suite 408
San Diego, California 92127
Attention: Mark Matheson
E-mail: mmatheson@renovateamerica.com

with a copy (which shall not constitute notice) to:

Bryan Cave Leighton Paisner LLP
120 Broadway, Suite 300
Santa Monica, California 90401
Attention: Sharon Weiss; David Andersen
E-mail: sharon.weiss@bclplaw.com; dgandersen@bclplaw.com

or to such other address as such Party may indicate by a notice delivered to the other Party in accordance herewith.

Section 9.4 Successors and Assigns; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign its rights or delegate its obligations under this Agreement without the express prior written consent of the other Party; provided, however, that Buyer, at its option and without the consent of Seller, may assign all of its rights and obligations hereunder to (i) any Affiliate of Buyer or (ii) after the Closing, to one or more lenders for collateral security purposes, in each case, upon notice to Seller. It is expressly agreed that nothing in this Agreement is intended to confer third-party beneficiary rights upon any Person other than with respect to the beneficiaries of the Buyer Release or the Seller Release and the Non-Party Affiliates identified in Section 9.13.

Section 9.5 Entire Agreement; Amendments. This Agreement and the documents delivered pursuant hereto (including the Ancillary Agreements) contain the entire understanding of the Parties with regard to the subject matter contained herein or therein, and supersede all other prior representations, warranties, agreements, understandings or letters of intent between or among any of the Parties. Except as otherwise set forth herein, this Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the Parties.

Section 9.6 Interpretation. The representations and warranties of each Party shall be deemed to be, in the aggregate, material and to have been relied upon, in the aggregate, by the other Party, notwithstanding any investigation heretofore or hereafter made by the other Party. The information set forth in the Schedules shall be deemed to provide the information contemplated by, or otherwise qualify, the representations and warranties of Seller and Buyer, respectively, set forth in the corresponding section or subsection of this Agreement and any other section or subsection of this Agreement if and to the extent that it is reasonably apparent on the face of the disclosure that it applies to such other section or subsection of this Agreement. Disclosure concerning any agreement or other document to which reference is made in the Schedules is qualified by reference to the agreement or other document.

Section 9.7 Waivers. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the Party or Parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any Party, it is authorized in writing by an authorized representative of such Party. The failure of any Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

Section 9.8 Expenses. Except as otherwise expressly set forth herein, each Party shall bear its own expenses incurred in connection with the negotiation and preparation of this Agreement and its performance and compliance with all agreements and conditions contained herein.

Section 9.9 Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under Applicable Law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

Section 9.10 Execution in Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or sent by email in portable document format (PDF) in counterparts, each of which shall be considered an original instrument, but all of which shall be deemed to constitute one and the same agreement, which agreement shall become effective when one or more counterparts have been signed by each of the Parties and delivered to all of the other Parties, it being understood that all Parties need not sign the same counterpart.

Section 9.11 Further Assurances. Subject to, and not in limitation of, the provisions set forth elsewhere in this Agreement (including in Section 6.3 and Section 9.6), each of the Parties agrees to use its commercially reasonable efforts to take or cause to be taken all action, to do or cause to be done, and to assist and cooperate with the other Party in doing, all things reasonably necessary, proper or advisable under Applicable Law to consummate and make effective the transactions contemplated by this Agreement, including: (a) the satisfaction of the conditions precedent to the obligations of any of the Parties; and (b) the execution and delivery of such

instruments, and the taking of such other actions, as the other Party may reasonably require in order to carry out the intent of this Agreement. From and after the Closing, Seller and Buyer will execute and deliver, and will cause their respective Affiliates to execute and deliver, such further instruments of conveyance and transfer and take such other actions as might reasonably be requested by any Party to carry out the purposes and intent of this Agreement and any other Ancillary Agreement, including the acquisition of necessary authorizations or consents that were not required to be obtained by the Closing (or as to which delivery at the Closing was waived).

Section 9.12 Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Delaware. By the execution and delivery of this Agreement, Seller and Buyer submit to the exclusive personal jurisdiction of any state or federal court in State of Delaware, including in the Delaware Court of Chancery in New Castle County, in any Action arising out of or relating to this Agreement and the Ancillary Agreements. In any such Action, each Party hereby irrevocably waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of venue of any such Action brought in such court and any claim that any such Action brought in such court has been brought in an inconvenient forum. Each Party also agrees that any final, non-appealable judgment against a Party in connection with any Action may be enforced in any court of competent jurisdiction, either within or outside the United States. A certified or exemplified copy of such award or judgment shall be conclusive evidence of the fact and amount of such award or judgment. Each Party agrees that any process or other paper to be served in connection with any Action under this Agreement shall, if delivered, sent or mailed in accordance with Section 9.3, constitute good, proper and sufficient service thereof.

Section 9.13 Non-Recourse. All claims or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or related in any manner to this Agreement or the Ancillary Agreements may be made only against (and are expressly limited to) the Persons that are expressly identified as parties hereto or thereto (the "Contracting Parties"). In no event shall any Contracting Party have any shared or vicarious Liability for the actions or omissions of any other Person. Except as otherwise set forth in this Agreement, no Person who is not a Contracting Party, including any director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney or representative of, and any financial advisor or lender to, any of the foregoing ("Non-Party Affiliates"), shall have any Liability (whether in contract or in tort, in law or in equity, or granted by statute or based upon any theory that seeks to impose Liability of an entity party against its owners or affiliates) for any claims, causes of action, obligations or Liabilities arising under, out of, in connection with or related in any manner to this Agreement or the Ancillary Agreements or based on, in respect of, or by reason of this Agreement or the Ancillary Agreements or their negotiation, execution, performance or breach. The Non-Party Affiliates are expressly intended as third-party beneficiaries of this Section 9.13. Except as expressly set forth herein, any amounts payable to Buyer under this Agreement (or any Ancillary Agreement) shall be made without deduction, defense, offset or withholding of any kind or nature.

Section 9.14 Waiver of Jury Trial. Buyer and Seller hereby expressly waives any right to trial by jury in any dispute, whether sounding in contract, tort or otherwise, between Buyer and Seller arising out of or related to the transactions contemplated by this Agreement or any of the

Ancillary Agreements, or any other instrument or document executed or delivered in connection herewith or therewith. Either Buyer or Seller may file an original counterpart or a copy of this Agreement with any court as written evidence of the consent of the Parties to the waiver of their right to trial by jury.

Section 9.15 Specific Performance. The Parties agree that irreparable damage would occur in the event that any of the terms or provisions of this Agreement related to the transactions contemplated hereby were not performed in accordance with their specific wording or were otherwise breached. It is accordingly agreed that, notwithstanding anything to the contrary contained in this Agreement, each of the Parties shall be entitled to an injunction or injunctions and other equitable relief to prevent such breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States of America or any state having jurisdiction, such remedy being in addition to any other remedy to which any Party may be entitled at law or in equity. Each of the Parties hereto hereby waives (a) the defense that a remedy at law would be adequate and (b) any requirement under any law to post a bond or other security as a prerequisite to obtaining equitable relief.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

SELLER:

RENOVATE AMERICA, INC.

By: Shawn N. Stone
Name: Shawn Stone
Its: Chief Executive Officer

PERSONAL ENERGY FINANCE, INC.

By: Shawn N. Stone
Name: Shawn Stone
Its: Chief Executive Officer

BUYER:

FINANCE OF AMERICA MORTGAGE LLC

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

SELLER:

RENOVATE AMERICA, INC.

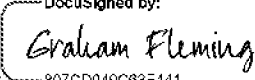
By: _____
Name: _____
Its: _____

PERSONAL ENERGY FINANCE, INC.

By: _____
Name: _____
Its: _____

BUYER:

FINANCE OF AMERICA MORTGAGE LLC

By:  _____
Name: 807CD049C83=441... Graham Fleming
Its: Authorized Signer

[Execution Version]

Schedule 1.1(a)

Assumed Liabilities

1. Cure Costs other than the Concord Cure Costs.

Schedule 1.1(b)

Critical Customers

1. Transform SR Home Improvement Products LLC
2. Quality Home Maintenance (d/b/a George Brazil)
3. Alpha Foundation Specialists, Inc.

Schedule 1.1(c)

Purchased Assets

None.

Schedule 1.1(d)

Transferred Intellectual Property

1. U.S. Trademark Reg. No. 5,101,369 (“BENJI”)
2. U.S. Copyright Reg. No. TXu 2-044-820 (“CakeSystems Software Code”)
3. The following Internet domain names:
 - a. benjibucks.com
 - b. benjicredit.com
 - c. benjifinance.com
 - d. benjifinancial.com
 - e. benjifinancing.com
 - f. benjimoney.com
 - g. growwithbenji.com
4. All computer program source code and supporting files necessary to compile, deploy, run, and support the Benji applications, including but not limited to the contents of the following repositories:
 - a. esl_bureau
 - b. HERO
 - c. RA.API.Auth
 - d. RA.Api.Narwhal
 - e. RA.API.Operations2
 - f. RA.API.OperationsWeb
 - g. RA.Applications.FundingProcessor
 - h. RA.Cloud.ContractorsTools
 - i. RA.Cloud.LendingPoint
 - j. RA.Cloud.PreScreen
 - k. RA.Corp.ContractorsAdvance.Cloud
 - l. RA.Database.Migrator.RAApplication
 - m. RA.Database.Migrator.RAContractor
 - n. RA.Database.Migrator.RAHERO
 - o. RA.Database.Migrator.RAHERO.AUS
 - p. RA.Database.Migrator.RAHERO.DP
 - q. RA.Database.Migrator.RAHERO.Program
 - r. RA.DatabaseMigrator.RAFUNDING
 - s. Ra.Mobile.CreditApplication
 - t. RA.Services.Ach
 - u. RA.Services.AUS
 - v. RA.Services.Blotter
 - w. RA.Services.Contractors
 - x. RA.Services.CreditReport
 - y. RA.Services.CRM

- z. RA.Services.DP
- aa. RA.Services.EDocument
- bb. RA.Services.EmailQueueProcessor
- cc. RA.Services.FinancialCalc
- dd. RA.Services.Funding
- ee. RA.Services.FundingDocumentExporter
- ff. RA.Services.FundingDocumentExporterQueueConsumer
- gg. RA.Services.IdVerify
- hh. RA.Services.Permissions
- ii. RA.Services.Program
- jj. RA.Services.PropertyReport
- kk. RA.Services.ReferenceComputations
- ll. RA.Web.Apply
- mm. RA.Web.CMS
- nn. RA.Web.E2E
- oo. RA.Web.HEROPro.Login
- pp. RA.Web.IdVerify
- qq. RA.Web.Narwhal
- rr. RA.Web.Operations
- ss. RA.Web.Register
- tt. RAF.API.ContractorManagement
- uu. RAF.API.ContractorTools
- vv. RAF.API.WebApply
- ww. RAF.Cloud.ContractorManagement
- xx. RAF.Services.Apply
- yy. RA.Redistributables (shared libraries)

Schedule 1.1(e)**Contract Prepayment Amount**

Prepaid Contract	Est. Prepaid Amt. @ 12/15/20	Paid Through Date	Prepaid Daily Amortization
Order Form dated January 29, 2020 between Renovate America, Inc. and DocuSign, Inc.	\$77,392	1/28/21	\$1,759
Order Form subject to Master Subscription Agreement dated January 29, 2020 between Renovate America, Inc. and Salesforce.com, Inc.	\$50,203	1/31/21	\$1,070
Master License and Services Agreement, and incorporated SaaS Subscription Agreement, dated August 7, 2015 between Renovate America, Inc. and Fair Isaac Corporation	\$16,487	2/6/21	\$310
Order Form, General Conditions and Service Level Agreement dated December 14, 2016 between Brightcove Inc. and Renovate America, Inc.	\$5,247	2/19/21	\$47

For purposes of Section 2.5(a) of the Asset Purchase Agreement, the Contract Prepayment Amount shall be, with respect to each contract set forth in the table above, an amount equal to (x) the number of days between the Closing Date and the "Paid Through Date" for such contract (as specified in the table above) *multiplied by* (y) the "Prepaid Daily Amortization Amount" for such contract (as specified in the table above). In the event of an additional prepayment under any of the foregoing contracts prior to the Closing Date, the Paid Through Dates and the Prepaid Daily Amortization Amounts set forth above shall be deemed automatically adjusted as appropriate to reflect any such additional prepayment.

Schedule 4.4

Buyer's Filings, Consents and Approvals

None.

Schedule 5.3(a)**Executory Contracts**

		Est. Cure Costs
1.	Program Agreement dated March 19, 2020 between Personal Energy Finance, Inc. and AC Pro	\$0
2.	Renovate America, Inc. Monthly Billing Terms & Conditions with Amazon Web Services, Inc. (online at https://aws.amazon.com/agreement)	\$56,250
3.	Corporate Services Commercial Agreement dated as of October 30, 2015 between Renovate America, Inc. and American Express Travel Related Services Company, Inc.	\$0
4.	Master Purchase and Servicing Agreement dated as of April 10, 2019 between Personal Energy Finance, Inc. and Ameris Bank	\$0
5.	Health Insurance Plan (No. 281553B001) with Anthem/Blue Cross	\$0
6.	Health Insurance Plan (No. 281553H001) with Anthem/Blue Cross	\$0
7.	Software License Agreement between Renovate America, Inc. and Atlassian (online at https://www.atlassian.com/legal/software-license-agreement)	\$1,400
8.	Atwood Consumer Referral Agreement dated November 16, 2020 between Personal Energy Finance, Inc. and Atwood Rental HVAC	\$0
9.	Depository Agreement dated August 14, 2017 between Renovate America, Inc. and The Bank of New York Mellon Trust Company, N.A.	\$4,400
10.	Terms & Conditions between Renovate America, Inc. and Browserstack (online at https://www.browserstack.com/terms)	\$0
11.	End User License Agreement dated as of May 1, 2020 between Renovate America, Inc. and Cisco Systems, Inc.	\$0
12.	Servicing Agreement dated September 14, 2015 between Renovate America, Inc. and Concord Servicing Corporation	\$310,081
13.	Service Agreement dated September 28, 2016 between Renovate America, Inc. and Condado Group Inc.	\$2,140
14.	Servicing Agreement dated October 1, 2018 between Renovate America, Inc. and Connexus Credit Union	\$0
15.	Master License Agreement dated December 31, 2012 between Renovate America, Inc. and CoreLogic Solutions, LLC	\$142,467
16.	Amended and Restated Credit Agreement dated as of March 22, 2019 among Renovate America, Inc., Cortland Capital Market Services LLC, as collateral agent and escrow agent for the lenders, ING Capital, as administrative agent and initial lender, and each other lender party thereto from time to time	\$0
17.	Program Administration Agreement dated June 1, 2017 between Renovate America, Inc. and California Statewide Communities Development Authority	\$0
18.	Order Form (subject to online Terms & Conditions) dated January 1, 2019 between Renovate America, Inc. and CT Corporation	\$0

19.	Engagement Letter dated December 3, 2019 between DBRS, Inc. and HERO Funding LLC	\$0
20.	Order Form dated January 29, 2020 between Renovate America, Inc. and DocuSign, Inc.	\$0
21.	Order Form and Master Agreement dated as of September 11, 2019 between Renovate America, Inc. and Dun & Bradstreet, Inc.	\$3,125
22.	Strategic Sales Partnership Agreement dated June 9, 2020 between Personal Energy Finance, Inc. and Electric & Gas Industries Association	\$0
23.	Renovate America, Inc. Term & Conditions for TLMO TalentLMS Training Platform with EPIGNOSIS, LLC (online at https://www.talentlms.com/terms)	\$0
24.	Professional Services Agreement dated July 24, 2018 between Renovate America, Inc. and Electronic Printing Solutions, LLC	\$16,000
25.	Master License and Services Agreement, and incorporated SaaS Subscription Agreement, dated August 7, 2015 between Renovate America, Inc. and Fair Isaac Corporation	\$0
26.	Program Administration Agreement dated April 1, 2016 between Renovate America, Inc. and Florida Development Finance Corporation	\$0
27.	Master Services Agreement dated June 30, 2016 between Renovate America, Inc. and Five9 Inc.	\$31,250
28.	Renovate America Terms of Use with Geopointe, LLC (online at https://www.ascentcloud.io/terms-of-use)	\$0
29.	Online Computer Service Agreement dated November 13, 2019 between Personal Energy Finance, Inc. and DHI Computing Service, Inc.	\$0
30.	Program Agreement dated October 2, 2020 between Personal Energy Finance, Inc. and Hello Garage Franchises LLC	\$0
31.	End User License Agreement between Renovate America, Inc. and HERE North America, Inc. (online at https://legal.here.com/us-en/terms/end-user-license-agreement)	\$0
32.	Advance Funding Agreement dated as of March 13, 2020 between Renovate America, Inc. and HERO FUNDING 2020-1	\$0
33.	Advance Funding Agreement between Renovate America, Inc. and HERO FUNDING 2018-2	\$0
34.	Advance Funding Agreement dated as of May 23, 2018 between Renovate America, Inc. and HERO FUNDING 2018-1	\$0
35.	Advance Funding Agreement dated as of December 7, 2017 between Renovate America, Inc. and HERO FUNDING 2017-3	\$0
36.	Advance Funding Agreement dated as of August 4, 2017 between Renovate America, Inc. and HERO FUNDING 2017-2	\$0
37.	Advance Funding Agreement dated as of April 28, 2017 between Renovate America, Inc. and HERO FUNDING 2017-1	\$0
38.	Advance Funding Agreement dated as of December 15, 2016 between Renovate America, Inc. and HERO FUNDING 2016-4	\$0
39.	Advance Funding Agreement dated as of September 22, 2016 between Renovate America, Inc. and HERO FUNDING 2016-3	\$0
40.	Advance Funding Agreement dated as of June 6, 2016 between Renovate America, Inc. and RA HERO DEPOSITOR, LLC	\$0

41.	Advance Funding Agreement dated as of February 12, 2016 between Renovate America, Inc. and RA HERO DEPOSITOR, LLC	\$0
42.	Advance Funding Agreement dated as of November 25, 2015 between Renovate America, Inc. and RA HERO DEPOSITOR, LLC	\$0
43.	Advance Funding Agreement dated as of July 30, 2015 between Renovate America, Inc. and RA HERO DEPOSITOR, LLC	\$0
44.	Advance Funding Agreement dated as of April 29, 2015 between Renovate America, Inc. and RA HERO DEPOSITOR, LLC	\$0
45.	Master Repurchase Agreement dated August 24, 2017 between Renovate America, Inc. and HERO Funding II.	\$0
46.	Master Repurchase Agreement dated December 8, 2017 between Renovate America, Inc. and HERO Funding III.	\$0
47.	Enterprise Application and Master Service Agreement dated May 1, 2018 between Renovate America, Inc. and Idology Inc.	\$1,250
48.	Credit Agreement dated August 24, 2017 between Renovate America, Inc., Cortland Capital Market Services LLC, as collateral agent and escrow agent for the lenders, ING Capital LLC, as administrative agent and initial lender, and each other lender party thereto from time to time	\$0
49.	Loan and Security Agreement dated December 9, 2019 between Personal Energy Finance, Inc., TMF Group New York, LLC, as collateral agent and as escrow agent for the lenders, and ING Capital LLC as administrative agent and initial lender, and each other lender party hereto from time to time	\$0
50.	Order Form (subject to online terms & conditions) dated June 16, 2019 between Renovate America, Inc. and InVisionApp, Inc.	\$0
51.	Renovate America, Inc. License with Ionic Security Inc. regarding Ionic Launch (online at https://dev.ionic.com/license)	\$0
52.	Renovate America, Inc. License with Jet Brains (online at https://www.jetbrains.com/teamcity/buy/license.html)	\$0
53.	Amended and Restated Master PACE Asset Purchase Agreement dated September 25, 2020 between HERO FUNDING, LLC and KCP PACE PURCHASER, LLC	\$0
54.	LendingPoint Consumer Referral Agreement dated May 10, 2019 between Personal Energy Finance, Inc. and LendingPoint LLC	\$0
55.	Lease dated August 4, 2020 between Personal Energy Finance, Inc. and LJMG, Inc. dba First Choice Executive Suites	\$3,150
56.	Renovate Terms & Conditions with Litmus (online at https://www.litmus.com/terms)	\$0
57.	Order Form (subject to online terms and conditions) dated February 22, 2020 between Renovate America, Inc. and MapBox Enterprise	\$0
58.	Program Administration Agreement dated June 17, 2017 between Renovate America, Inc. and Missouri Clean Energy Funding, LLC	\$0
59.	Metropolitan Life Insurance Company – MetLaw Benefit Plan	\$0
60.	Renovate America, Inc. Retirement Savings Plan	\$0

61.	Anthem Group Short Term Disability Plan	\$0
62.	Anthem Long Term Disability Plan	\$0
63.	Anthem Basic Life ADD Plan	\$0
64.	Anthem Vision Plan	\$0
65.	Kaiser Medical Plan	\$0
66.	Guardian Accident Insurance Plan	\$0
67.	Guardian Critical Illness Insurance Plan	\$0
68.	Guardian Dental PPO Plan	\$0
69.	Guardian Hospital Indemnity Insurance Plan	\$0
70.	Guardian Life Insurance Plan	\$0
71.	MHN Employee Assistance Plan	\$0
72.	WageWorks/Conexis Flexible Spending Account Plan	\$0
73.	Employee Assistance Program Services Agreement dated January 1, 2018 between Renovate America, Inc. and Managed Health Network	\$0
74.	Direct Client Master Administrative Services Agreement dated July 1, 2017 between Renovate America, Inc. and WageWorks, Inc.	\$0
75.	Microsoft Products and Services Agreement dated as of June 27, 2018 between Renovate America, Inc. Microsoft Inc.	\$0
76.	General Terms and Conditions and Annual Order Form dated February 26, 2019 between Renovate America, Inc. and MimeCast North America, Inc.	\$0
77.	Memorandum of Understanding dated December 18, 2019 between Personal Energy Finance, Inc. and MORSCO Supply, Inc.	\$0
78.	Renovate America, Inc. Open Software License with NAGIOS (online at https://assets.nagios.com/licenses/nagios_open_software_license.txt)	\$0
79.	Retention Agreement dated February 20, 2020 between Renovate America, Inc. and National Economic Research Associates, Inc.	\$63,673
80.	Conforming Transaction Master Confirmation dated May 15, 2018 between Renovate America, Inc. and NWCC, LLC	\$0
81.	Master Repurchase Agreement dated May 15, 2018 between Renovate America, Inc. and NWCC, LLC	\$0
82.	HERO Contractor Excellence Program Agreement dated September 6, 2017 between Renovate America, Inc. and NewSouth Window Solutions, LLC	\$0
83.	Memorandum of Understanding dated May 15, 2020 between Personal Energy Finance, Inc. and Nortek Global HVAC	\$0

84.	Renovate America, Inc. Customer Agreement with Octopus (online at https://octopus.com/legal/customer-agreement)	\$0
85.	Platform Agreement dated November 18, 2019 between Renovate America, Inc. and Ohm Analytics, LLC	\$0
86.	Master Agreement dated June 22, 2016 between Renovate America, Inc. and OneSource Virtual, Inc.	\$0
87.	Renovate America, Inc. Oracle Cloud Services Agreement v040119 for Oracle America, Inc. (online at www.oracle.com/contracts)	\$0
88.	Master Services Agreement dated September 19, 2019 between Renovate America, Inc. and Orion Financial Group, Inc.	\$1,088
89.	Renovate America, Inc. Terms & Conditions with Outreach (online at https://www.outreach.io/terms)	\$17
90.	Master Services Agreement dated November 1, 2019 between Renovate America, Inc. and Plaid, Inc.	\$1,000
91.	Services Agreement dated February 21, 2018 between Renovate America, Inc. and PointServ Technologies, LLC	\$0
92.	Renovate America, Inc. Terms of Service with Practitest (online at https://www.practitest.com/legal/terms-of-service)	\$0
93.	Renovate America, Inc. Terms & Conditions with Rackspace (online at https://www.rackspace.com/information/legal/generalterms)	\$0
94.	Renovate America, Inc. License with Redgate (online at https://www.red-gate.com/assets/purchase/assets/license.pdf)	\$0
95.	Memorandum of Understanding dated December 30, 2019 between Personal Energy Finance, Inc. and Richards Building Supply Co.	\$0
96.	Master Services Agreement dated April 20, 2020 between and Personal Energy Finance, Inc. and RPM Direct LLC	\$0
97.	Order Form subject to Master Subscription Agreement dated January 29, 2020 between Renovate America, Inc. and Salesforce.com, Inc.	\$0
98.	Services Agreement dated July 29, 2016 between Renovate America, Inc. and Secure Talent, Inc.	\$0
99.	Program Agreement dated June 30, 2020 between Personal Energy Finance, Inc. and Service Einstein LLC	\$0
100.	Sitecore License Agreement dated September 30, 2014 between Renovate America, Inc. and Sitecore USA, Inc.	\$0
101.	Renovate America, Inc. Terms of Service with SmartyStreets, LLC (online at https://smartystreets.com/legal/terms-of-service)	\$0
102.	Renovate America, Inc. End User License Agreement with Sophos (online at https://www.sophos.com/en-us/legal/sophos-end-user-license-agreement.aspx)	\$0
103.	Annual Order Form subject to Software License Agreement dated January 19, 2016 between Renovate America, Inc. and Splunk, Inc.	\$0
104.	Licensing Agreement dated May 19, 2019 between Personal Energy Finance, Inc. and StreamSource Technologies, Inc.	\$25,000
105.	Amendment to Licensing Agreement dated May 1, 2020 between Personal Energy Finance, Inc. and StreamSource Technologies Inc.	\$0
106.	Annual Order Form (subject to online terms & conditions) dated June 18, 2017 between Renovate America, Inc. and Tableau Software, Inc.	\$0

107	Program Administration Agreement dated December 11, 2017 between Renovate America, Inc. and Toledo-Lucas County Port Authority	\$0
108	Electronic Custody Agent Services dated December 15, 2016 between Renovate America, Inc. and TMF Group	\$0
109	Master Agreement dated September 16, 2020 between Renovate America, Inc. and TransUnion Risk LLC	\$0
110	Subscriber Agreement dated March 24, 2014 between Renovate America, Inc. and TransUnion Risk LLC	\$0
111	Data Furnishers Reporting Agreement dated July 27, 2020 between Renovate America, Inc. and TransUnion Risk LLC	\$0
112	Master Agreement for Consumer Reporting and Ancillary Services dated December 3, 2020 between Renovate America, Inc. and Trans Union LLC	\$0
113	Lead Generation and Data Sharing Agreement dated April 29, 2020, as amended, between Personal Energy Finance, Inc. and Transform SR Home Improvement Products LLC	\$0
114	Master Agreement dated January 13, 2020 between Renovate America, Inc. and Trantor, Inc.	\$28,125
115	CLEAR Order Form (subject to online terms & conditions) dated August 23, 2019 between Renovate America, Inc. and West Publishing Corporation	\$34,934
116	Program Administration Agreement dated February 10, 2014 between Renovate America, Inc. and Western Riverside Council of Governments	\$0
117	Master Subscription Agreement, dated August 21, 2015, between Renovated America, Inc. and Workday, Inc.	\$0
118	Annual Order Form subject to Master Subscription Agreement dated August 21, 2015 between Renovate America, Inc. and Workday, Inc.	\$0
119	Assignment and Referral Program Agreement dated September 20, 2020 between Renovate America, Inc. and Ygrene Energy Fund Inc.	\$0
120	Renovate America, Inc. Master Subscription Agreement with Zendesk (online at https://www.zendesk.com/company/customers-partners/master-subscription-agreement)	\$0
121	License Agreement dated March 1, 2018 between Intex Solutions, Inc. and Renovate America, Inc.	\$0
122	Order Form, General Conditions and Service Level Agreement dated December 14, 2016 between Brightcove Inc. and Renovate America, Inc.	\$17,000
123	Digital Marketing Consulting Agreement dated October 22, 2019 between Beacon Digital Group, LLC and Renovate America, Inc.	\$0
124	Master Services Agreement dated June 28, 2020 between NFINIT and Renovate America, Inc.	\$0
125	Palo Alto Networks, Inc. End User License Agreement with Renovate America, Inc. (online at www.paloaltonetworks.com)	\$0
126	Engagement Letter dated January 30, 2020 between Personal Energy Finance, Inc. and Performance Trust Capital Partners, LLC	\$0

127	Placement Agent Engagement Letter dated January 27, 2020 between Renovate America, Inc. and Performance Trust Capital Partners, LLC	\$0
128	Order Form (West Proflex) dated September 27, 2019 between Renovate America, Inc. and Thomson Reuters	\$28,390

Schedule 5.3(b)**Assumed Contracts**

1.	LendingPoint Consumer Referral Agreement dated May 10, 2019 between Personal Energy Finance, Inc. and LendingPoint LLC
2.	Microsoft Products and Services Agreement dated as of June 27, 2018 between Renovate America, Inc. Microsoft Inc.
3.	Service Agreement dated September 14, 2015 between Renovate America, Inc. and Concord Servicing Corporation
4.	Order Form subject to Master Subscription Agreement dated January 29, 2020 between Renovate America, Inc. and Salesforce.com, Inc.
5.	Order Form dated January 29, 2020 between Renovate America, Inc. and DocuSign, Inc.
6.	Master License and Services Agreement, and incorporated SaaS Subscription Agreement, dated August 7, 2015 between Renovate America, Inc. and Fair Isaac Corporation
7.	CLEAR Order Form (subject to online terms & conditions) dated August 23, 2019 between Renovate America, Inc. and West Publishing Corporation
8.	Renovate America, Inc. Terms & Conditions with Outreach (online at https://www.outreach.io/terms)
9.	Enterprise Application and Master Service Agreement dated May 1, 2018 between Renovate America, Inc. and Idology Inc.
10.	Renovate America, Inc. Terms of Service with SmartyStreets, LLC (online at https://smartystreets.com/legal/terms-of-service)
11.	Master Services Agreement dated November 1, 2019 between Renovate America, Inc. and Plaid, Inc.
12.	Master Agreement dated September 16, 2020 between Renovate America, Inc. and TransUnion Risk LLC
13.	Subscriber Agreement dated March 24, 2014 between Renovate America, Inc. and TransUnion Risk LLC
14.	Data Furnishers Reporting Agreement dated July 27, 2020 between Renovate America, Inc. and TransUnion Risk LLC

15.	Renovate America, Inc. Term & Conditions for TLMO TalentLMS Training Platform with EPIGNOSIS, LLC (online at https://www.talentlms.com/terms)
16.	Renovate Terms & Conditions with Litmus (online at https://www.litmus.com/terms)
17.	Order Form (subject to online terms & conditions) dated June 16, 2019 between Renovate America, Inc. and InVisionApp, Inc.
18.	End User License Agreement between Renovate America, Inc. and HERE North America, Inc. (online at https://legal.here.com/us-en/terms/end-user-license-agreement)
19.	Renovate America, Inc. License with Ionic Security Inc. regarding Ionic Launch (online at https://dev.ionic.com/license)
20.	Renovate America, Inc. Terms & Conditions with Rackspace (online at https://www.rackspace.com/information/legal/generalterms)
21.	Order Form (subject to online terms and conditions) dated February 22, 2020 between Renovate America, Inc. and MapBox Enterprise
22.	Renovate America, Inc. Open Software License with NAGIOS (online at https://assets.nagios.com/licenses/nagios_open_software_license.txt)
23.	Amended and Restated Credit Agreement dated as of March 22, 2019 among Renovate America, Inc., Cortland Capital Market Services LLC, as collateral agent and escrow agent for the lenders, ING Capital, as administrative agent and initial lender, and each other lender party thereto from time to time
24.	Loan and Security Agreement dated December 9, 2019 between Personal Energy Finance, Inc., TMF Group New York, LLC, as collateral agent and as escrow agent for the lenders, and ING Capital LLC as administrative agent and initial lender, and each other lender party hereto from time to time
25.	Electronic Custody Agent Services dated December 15, 2016 between Renovate America, Inc. and TMF Group
26.	Depository Agreement dated August 14, 2017 between Renovate America, Inc. and The Bank of New York Mellon Trust Company, N.A.
27.	Program Agreement dated March 19, 2020 between Personal Energy Finance, Inc. and AC Pro
28.	Program Agreement dated October 2, 2020 between Personal Energy Finance, Inc. and Hello Garage Franchises LLC
29.	Memorandum of Understanding dated December 18, 2019 between Personal Energy Finance, Inc. and MORSCO Supply, Inc.

30.	Memorandum of Understanding dated May 15, 2020 between Personal Energy Finance, Inc. and Nortek Global HVAC
31.	Memorandum of Understanding dated December 30, 2019 between Personal Energy Finance, Inc. and Richards Building Supply Co.
32.	Program Agreement dated June 30, 2020 between Personal Energy Finance, Inc. and Service Einstein LLC
33.	Lead Generation and Data Sharing Agreement dated April 29, 2020, as amended, between Personal Energy Finance, Inc. and Transform SR Home Improvement Products LLC
34.	Master Agreement dated January 13, 2020 between Renovate America, Inc. and Trantor, Inc.
35.	Strategic Sales Partnership Agreement dated June 9, 2020 between Personal Energy Finance, Inc. and Electric & Gas Industries Association
36.	Master Services Agreement dated September 19, 2019 between Renovate America, Inc. and Orion Financial Group, Inc.
37.	Order Form and Master Agreement dated as of September 11, 2019 between Renovate America, Inc. and Dun & Bradstreet, Inc.
38.	Licensing Agreement dated May 19, 2019 between Personal Energy Finance, Inc. and StreamSource Technologies, Inc.
39.	Amendment to Licensing Agreement dated May 1, 2020 between Personal Energy Finance, Inc. and StreamSource Technologies, Inc.
40.	Atwood Consumer Referral Agreement dated November 16, 2020 between Personal Energy Finance, Inc. and Atwood Rental HVAC
41.	Master Services Agreement dated April 20, 2020 between and Personal Energy Finance, Inc. and RPM Direct LLC
42.	Renovate America, Inc. Terms of Service with Practitest (online at https://www.practitest.com/legal/terms-of-service)
43.	Order Form, General Conditions and Service Level Agreement dated December 14, 2016 between Brightcove Inc. and Renovate America, Inc.

Schedule 5.3(c)**Critical Contracts**

1.	Master License and Services Agreement, and incorporated SaaS Subscription Agreement, dated August 7, 2015 between Renovate America, Inc. and Fair Isaac Corporation
2.	Servicing Agreement dated September 14, 2015 between Renovate America, Inc. and Concord Servicing Corporation
3.	LendingPoint Consumer Referral Agreement dated May 10, 2019 between Personal Energy Finance, Inc. and LendingPoint LLC
4.	Order Form subject to Master Subscription Agreement dated January 29, 2020 between Renovate America, Inc. and Salesforce.com, Inc.
5.	Order Form dated January 29, 2020 between Renovate America, Inc. and DocuSign, Inc.
6.	Enterprise Application and Master Service Agreement dated May 1, 2018 between Renovate America, Inc. and Idology Inc.
7.	Renovate America, Inc. Terms of Service with SmartyStreets, LLC (online at https://smartystreets.com/legal/terms-of-service)
8.	Microsoft Products and Services Agreement dated as of June 27, 2018 between Renovate America, Inc. Microsoft Inc.
9.	CLEAR Order Form (subject to online terms & conditions) dated August 23, 2019 between Renovate America, Inc. and West Publishing Corporation
10.	Renovate America, Inc. Terms & Conditions with Outreach (online at https://www.outreach.io/terms)
11.	End User License Agreement between Renovate America, Inc. and HERE North America, Inc. (online at https://legal.here.com/us-en/terms/end-user-license-agreement)
12.	Licensing Agreement dated May 19, 2019 between Personal Energy Finance, Inc. and StreamSource Technologies, Inc.
13.	Amendment to Licensing Agreement dated May 1, 2020 between Personal Energy Finance, Inc. and StreamSource Technologies, Inc.
14.	Master Services Agreement dated April 20, 2020 between and Personal Energy Finance, Inc. and RPM Direct LLC

Schedule 6.13(b)

Identified Employees

REDACTED

REDACTED

REDACTED

REDACTED

Schedule 7.1(e)

Employee Offers

REDACTED

[Execution Version]

SELLER DISCLOSURE SCHEDULE

TO

ASSET PURCHASE AGREEMENT

by and among

RENOVATE AMERICA, INC.,

PERSONAL ENERGY FINANCE, INC.

and

FINANCE OF AMERICA MORTGAGE LLC

Dated as of

December 21, 2020

This Seller Disclosure Schedule is delivered in connection with that certain Asset Purchase Agreement (the “*Agreement*”), dated as of December 21, 2020, by and among Renovate America, Inc., a Delaware corporation (“*RAI*”), and Personal Energy Finance, Inc., a Delaware corporation (“*PEFF*”, a wholly owned subsidiary of RAI, and collectively referred to herein with RAI as, the “*Seller*”) and Finance of America Mortgage LLC, a Delaware limited liability company (the “*Buyer*”). Unless otherwise defined herein, all capitalized terms used but not otherwise defined in this Seller Disclosure Schedule shall have the meanings ascribed to such terms in the Agreement.

This Seller Disclosure Schedule is arranged in sections corresponding to the numbered and lettered sections contained in the Agreement. Inclusion of any item in this Seller Disclosure Schedule (i) shall not be construed as an admission that such item represents a material exception or material fact, event or circumstance or that such item has or would have a Material Adverse Effect and (ii) shall not constitute, nor be construed as, an admission of liability concerning such item by the Seller. Nor in such cases where a representation or warranty is qualified by a reference to materiality or Material Adverse Effect shall the disclosure of any matter in this Seller Disclosure Schedule imply that any other undisclosed matter that has a greater value or could otherwise be construed as more significant (i) is or is reasonably likely to be material or (ii) has had or is reasonably likely to result in a Material Adverse Effect.

Except as provided in the Agreement, any information disclosed in one section of this Seller Disclosure Schedule shall be deemed, for purposes of disclosure made with respect to each section of Article III of the Agreement, to have been disclosed in each section of this Seller Disclosure Schedule where the application of such disclosure is reasonably apparent.

This Seller Disclosure Schedule is qualified in its entirety by reference to specific provisions of the Agreement, and is not intended to constitute, and shall not be construed as constituting, representations or warranties of the Seller, except to the extent expressly provided in the Agreement

Schedule 3.4

Governmental Consents

None.

Schedule 3.6

Litigation

1. Maria Becerra, et al. v. Sunshine Builders, Inc., et al.; Case No. 19AVCV00146; Filed February 19, 2019 in Los Angeles County Superior Court.
2. Ana Maria Moreno, v. Danneco Construction & Services Inc., et al.; Case No. 20STCV40150; Filed October 19, 2020 in Los Angeles County Superior Court.

Schedule 3.7(a)

Intellectual Property

1. Master License Agreement, dated December 31, 2012, between Renovate America, Inc. and CoreLogic Solutions LLC.
2. End User License Agreement between Renovate America, Inc. and HERE North America, Inc. (online at <https://legal.here.com/us-en/terms/end-user-license-agreement>).
3. Enterprise Application and Master Service Agreement dated May 1, 2015 between Renovate America, Inc. and Idology Inc.
4. Renovate America, Inc. License with Ionic Security Inc. regarding Ionic Launch (online at <https://dev.ionic.com/license>).
5. Order Form and Master Agreement dated as of September 11, 2019 between Renovate America, Inc. and Dun & Bradstreet, Inc.
6. Renovate America, Inc. Term & Conditions for TLMO TalentLMS Training Platform with EPIGNOSIS, LLC (online at <https://www.talentlms.com/terms>).
7. Order Form (subject to online terms and conditions) dated February 22, 2020 between Renovate America, Inc. and MapBox Enterprise.
8. Renovate America, Inc. Oracle Cloud Services Agreement v040119 for Oracle America, Inc. (online at www.oracle.com/contracts).
9. Licensing Agreement dated May 19, 2019 between Personal Energy Finance, Inc. and StreamSource Technologies, Inc.
10. Amendment to Licensing Agreement dated May 1, 2020 between Personal Energy Finance, Inc. and StreamSource Technologies, Inc.
11. Renovate America, Inc. Terms of Service with SmartyStreets, LLC (online at <https://smartystreets.com/legal/terms-of-service>).
12. CLEAR Order Form (subject to online terms & conditions) dated August 23, 2019 between Renovate America, Inc. and West Publishing Corporation.
13. Palo Alto Networks, Inc. End User License Agreement with Renovate America, Inc. (online at www.paloaltonetworks.com).
14. Renovate America, Inc. Monthly Billing Terms & Conditions with Amazon Web Services, Inc. (online at <https://aws.amazon.com/agreement>).

15. Order Form (subject to online terms & conditions) dated June 16, 2019 between Renovate America, Inc. and InVisionApp, Inc.
16. Renovate America, Inc. Terms & Conditions with Outreach (online at <https://www.outreach.io/terms>).
17. Renovate America, Inc. Terms of Service with Practitest (online at <https://www.practitest.com/legal/terms-of-service>).
18. Renovate America, Inc. License with Redgate (online at <https://www.red-gate.com/assets/purchase/assets/license.pdf>).
19. Renovate America, Inc. End User License Agreement with Sophos (online at <https://www.sophos.com/en-us/legal/sophos-end-user-license-agreement.aspx>).
20. Annual Order Form subject to Software License Agreement dated January 19, 2016 between Renovate America, Inc. and Splunk, Inc.
21. Master Agreement dated January 13, 2020 between Renovate America, Inc. and Trantor, Inc.
22. Renovate America, Inc. Master Subscription Agreement with Zendesk (online at <https://www.zendesk.com/company/customers-partners/master-subscription-agreement>).
23. License Agreement dated March 1, 2018 between Intex Solutions, Inc. and Renovate America, Inc.
24. Digital Marketing Consulting Agreement dated October 22, 2019 between Beacon Digital Group, LLC and Renovate America, Inc.

Schedule 3.7(c)

Infringement

On July 23, 2020, John Gary Maynard, III of Hunton Andrews Kurth LLP, counsel to Renovate America, Inc., sent a letter to Elizabeth Van Horn, counsel to Curacao Financial, requesting that her client withdraw trademark applications for the marks BENJY (Serial No. 88/059,849) and QUICK BENJY (Serial No. 88/059,875) filed on behalf of Adir Money Transfer Corp. DBA Curacao Financial (“Curacao”). Ms. Van Horn disputed that there would be a likelihood of confusion and offered that the parties enter into a co-existence agreement. RAI is monitoring Curacao’s filing of a Statement of Use, at which time RAI could potentially seek action at the USPTO.

Schedule 3.8(b)**Personal Property****Laptops**

5 Macintosh Laptops

131 issued Windows laptops (see user to computer list)

And these laptops in storage.

5 T470, and 14 T460 19 T450 and 12 t440.

Cellular Devices

59 Active Cellular Devices

29 Inactive Cellular Devices

Nfinit Server Inventory

9305 Lightwave Ave

San Diego, CA

92123

Quantity	Type	MFR	Name/Description
2	Router	Cisco	Cisco Systems - RASM-ISP01
1	Router	Cisco	RASM-MPLS01 - ISR4451-X/K9
2	Router	Cisco	Cisco Systems - RASM-WANSSW01
1	Firewall	PaloAlto	PA Firewall - PAN-PA-3220
3	Edge Switch	Cisco	Cisco Systems - C6800IA-FEX101
2	Core Switch	Cisco	Cisco Catalyst 6880-X-Chassis
1	Server	Cisco	RASM-ISE01/Identity Management
1	NAS	Synology	RASM-VideoStore/File Storage
1	Server	Dell	PowerEdge R720/RAPower07
1	Server	Dell	PowerEdge R730/RAHQ-HYPERV02
1	Server	Dell	PowerEdge R320/RAHQHYPERV03
2	MacMini	Apple	Mac Build Servers
1	SAN	EMC	EMC VNXe3200/iSCSI Storage
1	Blade Server	Cisco	Cisco Systems - UCS 5108

Schedule 3.9(a)

Regulatory Notices

On October 28, 2020, Personal Energy Finance, Inc. ("PEFF") received notification of the results of a regulatory examination conducted by the State of California Department of Financial Protection and Innovation ("DFPI"). The notification included sixteen (16) findings and requires within thirty (30) days a report describing in detail the actions taken to correct the violations.

Schedule 3.9(b)

Regulatory Actions

On or about July 31, 2019, the People of the State of California, appearing by and through the District Attorneys for seven (7) counties, filed a complaint against Renovate America, Inc. ("RAI") in the Superior Court of the State of California, County of Riverside, for injunction, civil penalties and other equitable relief, arising out of its operations of RAI's PACE business. On August 9, 2019, a Final Judgment Pursuant to Stipulation was filed wherein RAI had stipulated, without admitting any fault, to the payment of restitution and civil penalties and costs.

Schedule 3.10(a)

Material Contracts

3.10(a)(ii)

1. Program Agreement, dated March 19, 2020 between PEFI and AC Pro.
2. Program Agreement, dated October 2, 2020 between PEFI and Hello Garage Franchises LLC.
3. Memorandum of Understanding, dated December 18, 2019 between PEFI and MORSCO Supply LLC.
4. Memorandum of Understanding, dated May 15, 2020 between PEFI and Nortek Global HVAC.
5. Memorandum of Understanding, dated December 30, 2019 between PEFI and Richards Building Supply Co.
6. Strategic Sales Partnership Agreement, dated June 9, 2020 between PEFI and Electric & Gas Industries Association.
7. Program Agreement, dated June 30, 2020 between PEFI and Service Einstein LLC.
8. Atwood Consumer Referral Agreement, dated November 16, 2020, between PEFI and Atwood Rental HVAC.
9. Lead Generation and Data Sharing Agreement, dated April 29, 2020, between PEFI and Transform SR Home Improvement Products LLC and its Affiliates, as amended by that certain First Amendment thereto, dated July 1, 2020.
10. LendingPoint Consumer Referral Agreement, dated May 10, 2019, between PEFI and LendingPoint LLC d/b/a LendingPoint, as amended by that certain First Amendment thereto, dated June 18, 2019, that certain Second Amendment thereto, dated July 19, 2019, that certain Third Amendment thereto, dated March 21, 2020, that certain Fourth Amendment thereto, dated April 20, 2020, that certain Fifth Amendment thereto, dated June 8, 2020, and that certain Sixth Amendment thereto, dated September 23, 2020.

3.10(a)(iii)

1. Loan and Security Agreement, dated December 9, 2019 between Personal Energy Finance, Inc., a Delaware corporation (the "Borrower"), TMF Group New York, LLC, a Delaware limited liability company ("TMF"), as collateral agent for the Lenders (in such capacity, the "Collateral Agent") and as escrow agent for the Lenders (in such capacity, the "Escrow Agent"), and ING Capital LLC ("ING"), a Delaware limited liability company as administrative agent (in such capacity, the "Administrative

Agent”) and initial lender (“Initial Lender”), and each other Lender party hereto from time to time (the “Lenders”).

3.10(a)(iv)

1. Master Purchase and Servicing Agreement, dated April 10, 2019, between PERSONAL ENERGY FINANCE, INC., a Delaware corporation (“PEFF”), as seller (in such capacity, “Seller”) and servicer (in such capacity, “Servicer”), and AMERIS BANK, a Georgia state-chartered bank (“Ameris”), as buyer (“Buyer”).

3.10(a)(v)

(A)

1. Licensing Agreement dated May 19, 2019 between Personal Energy Finance, Inc. and StreamSource Technologies, Inc.
2. Amendment to Licensing Agreement dated May 1, 2020 between Personal Energy Finance, Inc. and StreamSource Technologies Inc.
3. Master Services Agreement dated April 20, 2020 between and Personal Energy Finance, Inc. and RPM Direct LLC
4. Master License Agreement dated December 31, 2012 between Renovate America, Inc. and CoreLogic Solutions, LLC
5. Master License and Services Agreement, and incorporated SaaS Subscription Agreement, dated August 7, 2015 between Renovate America, Inc. and Fair Isaac Corporation
6. Order Form subject to Master Subscription Agreement dated January 29, 2020 between Renovate America, Inc. and Salesforce.com, Inc.
7. CLEAR Order Form (subject to online terms & conditions) dated August 23, 2019 between Renovate America, Inc. and West Publishing Corporation
8. Enterprise Application and Master Service Agreement dated May 1, 2018 between Renovate America, Inc. and Idology Inc.
9. Sitecore License Agreement dated September 30, 2014 between Renovate America, Inc. and Sitecore USA, Inc.
10. Order Form dated January 29, 2020 between Renovate America, Inc. and DocuSign, Inc.
11. Order Form and Master Agreement dated as of September 11, 2019 between Renovate America, Inc. and Dun & Bradstreet, Inc.

(B)

None, other than pursuant to the terms of the Agreements set forth in Schedule 3.10(a)(v)(A).

(C)

None.

3.10(a)(vii)

1. Monthly Billing governed by online terms: <https://aws.amazon.com/agreement/>
2. Sitecore License Agreement, dated September 30, 2014, between Renovate America, Inc. and Sitecore USA, Inc.
3. Fair Isaac Master License and Servicing Agreement, dated August 7, 2015, between Renovate America, Inc. and Fair Isaac Corporation.
4. Master License Agreement, dated December 31, 2012, between Renovate America, Inc. and CoreLogic Solutions LLC.
5. Master Subscription Agreement, dated August 21, 2015, between Renovate America, Inc. and Workday, Inc.

3.10(a)(viii)

1. Renovate America, Inc. Monthly Billing Terms & Conditions with Amazon Web Services, Inc. (online at <https://aws.amazon.com/agreement>).
2. Service Agreement dated September 14, 2015 between Renovate America, Inc. and Concord Servicing Corporation.
3. Master License Agreement dated December 31, 2012 between Renovate America, Inc. and CoreLogic Solutions, LLC
4. Order Form dated January 29, 2020 between Renovate America, Inc. and DocuSign, Inc.
5. Professional Services Agreement dated July 24, 2018 between Renovate America, Inc. and Electronic Printing Solutions, LLC.
6. Master License and Services Agreement, and incorporated SaaS Subscription Agreement, dated August 7, 2015 between Renovate America, Inc. and Fair Isaac Corporation.
7. Master Services Agreement dated June 30, 2016 between Renovate America, Inc. and Five9 Inc.

8. Microsoft Products and Services Agreement dated as of June 27, 2018 between Renovate America, Inc. Microsoft Inc.
9. Retention Agreement dated February 20, 2020 between Renovate America, Inc. and National Economic Research Associates, Inc.
10. Order Form subject to Master Subscription Agreement dated January 29, 2020 between Renovate America, Inc. and Salesforce.com, Inc.
11. Sitecore License Agreement dated September 30, 2014 between Renovate America, Inc. and Sitecore USA, Inc.
12. Licensing Agreement dated May 19, 2019 between Personal Energy Finance, Inc. and StreamSource Technologies, Inc.
13. Data Furnishers Reporting Agreement dated July 27, 2020 between Renovate America, Inc. and TransUnion Risk LLC
14. Lead Generation and Data Sharing Agreement dated April 29, 2020, as amended, between Personal Energy Finance, Inc. and Transform SR Home Improvement Products LLC.
15. Program Administration Agreement dated February 10, 2014 between Renovate America, Inc. and Western Riverside Council of Governments.
16. Project Solutions Agreement dated October 17, 2019 between Trace3, LLC and Renovate America, Inc.
17. Digital Marketing Consulting Agreement dated October 22, 2019 between Beacon Digital Group, LLC and Renovate America, Inc.

Schedule 3.11(a)

Employees

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

Schedule 3.11(b)**Employment Arrangements**

Party	Name of Agreement	Date Executed
Shawn Stone	Renovate America Employment Agreement	5/1/2019
Michael Mildenberger	Renovate America Employment Agreement	2/21/2020
Mark Matheson	Renovate America Employment Agreement	2/21/2020
Chris Powell	Renovate America Employment Agreement	2/21/2020
Tameka Reese	Renovate America Employment Agreement	2/21/2020
Michael Antonishak	Renovate America Employment Agreement	2/21/2020
Tom Cavallo	Renovate America Employment Agreement	2/21/2020

Schedule 3.13

Privacy and Data Security

On July 22, 2020, an employee of Renovate America, Inc.'s ("RAI") vendor, OneSource Virtual, Inc. ("OSV"), inadvertently provided a copy of 285 RAI employees' W-2s to another OSV customer. The W-2s that were inadvertently disclosed contained names, addresses, Social Security Numbers, income, taxes withheld and benefits information. The OSV customer confirmed that the information was not used or further shared and that it had deleted the file from its system. All of the affected employees of RAI were notified of the inadvertent disclosure. While OSV did not consider the error a security breach, it agreed to provide free credit monitoring through Equifax to all RAI employees impacted. Because the parties determined that the information constituted inadvertent disclosure occurred due to human error rather than a data breach, no regulators were notified.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
	)	Chapter 11
RENOVATE AMERICA, INC., <i>et al.</i> , ¹	)	Case No.
)	
Debtors.	)	(Joint Administration Requested)
)	

**ORDER (A) APPROVING THE ASSET
PURCHASE AGREEMENT BETWEEN THE
DEBTORS AND THE PURCHASER, (B) AUTHORIZING THE
SALE OF THE DEBTORS' BENJI ASSETS FREE AND CLEAR OF
LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS, (C) AUTHORIZING
THE ASSUMPTION OF CONTRACTS, AND (D) GRANTING RELATED RELIEF**

Upon the motion [Docket No. ____] (the "Motion")² filed by Renovate America, Inc. ("RAI") and Personal Energy Finance, Inc. ("PEFI", together with RAI, the "Debtors") in the above-captioned cases (the "Chapter 11 Cases"), requesting entry of an order (this "Sale Order"): (a) approving the sale (the "Sale") of substantially all of the assets related to the Debtors' "Benji" business (the "Assets") pursuant to that certain Asset Purchase Agreement by and among the Debtors and Finance of America Mortgage LLC (the "Buyer"), dated December __, 2020 (together with all ancillary documents, in each case as has been or may be amended, restated, amended and restated, modified or supplemented in accordance with the terms thereof, the "Purchase Agreement"),³ free and clear of all liens, claims, encumbrances and interests of any kind, (b) authorizing the assumption and assignment of any executory contracts or unexpired

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include Renovate America, Inc. (4352) and Personal Energy Finance, Inc. (8208). The Debtors' service address is 16870 W. Bernardo Dr., Suite 408 San Diego, California 92127.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion or the Purchase Agreement, as applicable; to the extent there is a conflict between a capitalized term in the Motion and a capitalized term in the Purchase Agreement, the meaning ascribed to such term in the Purchase Agreement shall control and govern.

³ A copy of the Purchase Agreement is attached hereto as Exhibit A.

leases to be assumed and assigned, (c) authorizing the Buyer to credit bid all or a portion of the DIP Payoff Amount (as defined in the Purchase Agreement), and (d) granting related relief; and the Court having entered an order on December __, 2020 [Docket No. ____] (the "Bidding Procedures Order"), approving the Bidding Procedures in connection with the Sale as attached as Exhibit 1 to the Bidding Procedures Order (the "Bidding Procedures"), including, among other things, the proposed form of notice of the Sale Hearing; and upon the Buyer and the Debtors having entered into the Purchase Agreement; and the Debtors having determined, after an extensive marketing and sale process, that the Buyer has submitted the highest or otherwise best bid for the Assets and having selected the Buyer as the Successful Bidder in accordance with the Bidding Procedures; and all parties in interest having been heard or having had the opportunity to be heard regarding the Purchase Agreement and all relief related thereto; and the Court having conducted the Sale Hearing to consider entry of the Sale Order on [December __, 2020]; and upon the full record of these Chapter 11 Cases, the Sale Hearing, and all of the proceedings had before the Court; and the Court having found and determined that the relief granted hereby is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest, and that the legal and factual bases set forth in the Motion, the *Declaration of _____ in Support of Entry of an Order Approving the Sale of the Debtors' "Benji" Business Assets to [_____] , LLC* [Docket No. ____], and the arguments of counsel made and the evidence proffered or adduced at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation and good cause appearing therefor:

IT IS HEREBY FOUND AND DETERMINED THAT:⁴

A. Jurisdiction. The Court has jurisdiction to hear and determine the Motion and to grant the relief requested in the Motion pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b).

B. Venue. Venue of these Chapter 11 Cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409. The Motion is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). The Court may enter a final order with respect to the Motion, the Sale, and all related relief, in each case, consistent with Article III of the United States Constitution.

C. Statutory and Legal Predicates. The statutory and legal predicates for the relief requested in the Motion are sections 105, 363 and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), Rules 2002, 6004, 6006, 9007, 9008, 9014 and 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2002-1 and 6004-1 of the Local Rules of Bankruptcy Practice and Procedure (the "Local Rules") of the United States Bankruptcy Court for the District of Delaware (the "Court").

D. Notice. In accordance with the Bidding Procedures Order, and as evidenced by the Affidavit of Service of _____ filed with this Court [Docket No. ____] (the "[_____] Affidavit"), the Debtors served the Sale Notice (as defined in the Bidding Procedures Order), together with a copy of the Bidding Procedures Order and the Bidding Procedures on: (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel to the DIP Lender; (iii) all taxing authorities in the states where the Debtors are located, including the Internal Revenue Service, and all other federal, state and local taxing and regulatory authorities known to

⁴ The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. The Court's findings shall also include any oral findings of fact and conclusions of law made by the Court during or at the conclusion of the Sale Hearing. This Sale Order shall constitute the findings of fact and conclusions of law and shall take immediate effect upon execution hereof.

the Debtors to assert jurisdiction over the Debtors or which are reasonably expected by the Debtors to have Claims, contingent or otherwise, in connection with the ownership of the Assets, or to have any known interest in the relief requested by the Motion; (iv) all parties that have requested or that are required to receive special notice pursuant to Bankruptcy Rule 2002; (v) all Persons known or reasonably believed by the Debtors to have asserted any lien, claim, encumbrance, right of first refusal, or other interest in or upon any of the Assets; (vi) the non-Debtor parties to the Debtors' executory contracts and unexpired leases; (vii) all Persons known or reasonably believed to have expressed an interest in acquiring the Assets within six months prior to the Petition Date; (viii) the United States Attorney's office; (ix) the Buyer; (x) any applicable federal, state and local environmental agencies; (xi) the Debtors' current and former customers; and (xii) all parties to any litigation involving the Debtors. In accordance with the Bidding Procedures Order, and as evidenced by the [_____] Affidavit, the Debtors also served the Sale Notice (as defined in the Bidding Procedures Order) on all known creditors.

E. Notice Sufficient. Based upon the [_____] Affidavit and the evidence presented at the Sale Hearing, actual written notice of the Motion, the Bidding Procedures Order, the Bidding Procedures, the Sale Hearing, the Sale, the potential assumption and assignment of the Assigned Contracts, and the transactions contemplated thereby, has been provided in accordance with the Bidding Procedures Order, sections 105(a), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 9006, and Local Rules 2002-1 and 6004-1. A reasonable opportunity to object to or be heard regarding the Motion and the relief requested therein and to the entry of this Sale Order has been afforded to those parties entitled to notice pursuant to Bankruptcy Rule 6004(a). With respect to entities whose identities are not readily ascertainable by the Debtors, publication of the Notice of Bidding Procedures, Auction Date and

Sale Hearing (as defined in the Bidding Procedures Order) in *The USA Today (National Edition)* on _____, 2020 and *The Los Angeles Times* on _____, 2020 was sufficient and reasonably calculated under the circumstances to reach all such entities. As evidenced by the affidavits of service and publication previously filed with the Court [Docket Nos. __, __, & __] and based on the representations of counsel at the Sale Hearing, due, proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing, the Auction, the Sale, and the assumption of the Assigned Contracts to be assumed at or after Closing pursuant to this Sale Order has been provided in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, and 9014, the Local Rules, and the Bidding Procedures Order. Notice of the Sale Motion, the Sale Hearing, the Auction, the Sale, and the assumption of the Assigned Contracts to be assumed at or after Closing pursuant to this Sale Order was and is timely, proper, sufficient, appropriate under the particular circumstances, and reasonably calculated to provide the Notice Parties and all other interested parties with timely and proper notice under the circumstances of these Chapter 11 Cases, and no other or further notice with respect to such matters is, or shall be, required.

F. Assets Property of the Estates. The Assets sought to be transferred by the Debtors to the Buyer pursuant to the Purchase Agreement are property of the Debtors' estates and title thereto is vested in the Debtors' estates. The Debtors are the sole and rightful owners of such Assets with all right, title and interest to transfer and convey the Assets to the Buyer, and no other person has any ownership right, title, or interests therein (except for the security interests arising under the [prepetition security agreements] and [DIP Credit Agreement] and related documents)].

G. Sufficiency of Marketing. (i) The Debtors and their advisors engaged in a robust and extensive marketing and sale process for the Assets through their prepetition marketing efforts and the postpetition sale process pursuant to the Bidding Procedures Order and the Bidding Procedures; (ii) the Debtors and their advisors conducted a fair and open sale process; (iii) the sale process, the Bidding Procedures and the actions of the Debtors and the Buyer in connection therewith were non-collusive, duly noticed and provided a full, fair and reasonable opportunity for any entity to make an offer to purchase the Assets; and (iv) the process conducted by the Debtors pursuant to the Bidding Procedures obtained the highest or otherwise best value for the Assets for the Debtors and their estates, and any other transaction would not have yielded as favorable an economic result.

H. Purchase Agreement. On December __, 2020, the Debtors entered into the Purchase Agreement, which provided the Debtors the ability to accept higher or better offers. In accordance with the Bidding Procedures Order and the Bidding Procedures, the transactions contemplated by the Purchase Agreement were deemed a Qualified Bid and the Buyer was eligible to participate in the Auction.

I. Bid Deadline[and Cancelled Auction]. The Bid Deadline passed on December __, 2020 at 5:00 p.m. (prevailing Eastern Time) in accordance with the Bidding Procedures and Bidding Procedures Order. [The Debtors cancelled the Auction in accordance with the Bidding Procedures and Bidding Procedures Order because no other Qualified Bids (as defined in the Bidding Procedures) were submitted.] Pursuant to the terms of the Bidding Procedures, the Purchase Agreement constituted the highest and best bid and, therefore, was designated as the Successful Bid. On _____, 2020, the Debtors filed the *Notice of Successful Bidder* [Docket No. ___] identifying the Buyer as the Successful Bidder in accordance with the Bidding

Procedures Order. As established by the record of the Sale Hearing, the bidding and related procedures established by the Bidding Procedures Order have been complied with in all material respects by the Debtors and the Buyer. The Bidding Procedures afforded a full, fair, and reasonable opportunity for any Person to make a higher or otherwise better offer to purchase the Assets, and the Purchase Agreement constitutes the best and highest offer for the Assets.

J. Corporate Authority. Subject to the entry of this Sale Order, each Debtor has: (i) full requisite corporate or other organizational power and authority to execute, deliver, and perform its obligations under the Purchase Agreement and all other documents contemplated thereby and (ii) taken all requisite corporate or other organizational action and formalities necessary to authorize and approve the execution, delivery and performance of its obligations under the Purchase Agreement and to consummate the transactions contemplated by the Purchase Agreement (including the Sale) (collectively, the “Transactions”), including as required by their respective organizational documents, and, upon execution thereof, the Purchase Agreement and the related documents were or will be duly and validly executed and delivered by such Debtor and enforceable against such Debtor in accordance with its terms and, assuming due authorization, execution, and delivery thereof by the other parties thereto, constituted or will constitute a valid and binding obligation of such Debtor. No government, regulatory, or other consents or approvals, other than those expressly provided for in the Purchase Agreement, were required for the execution, delivery, and performance by the Debtors of the Purchase Agreement or the consummation of the Transactions (including the Sale) contemplated thereby. No consents or approvals of the Debtors, other than those expressly provided for in the Purchase Agreement or this Sale Order, are required for the Debtors to consummate the Sale.

K. Compliance with Bidding Procedures and Bidding Procedures Order.

As demonstrated by the testimony and other evidence proffered or adduced at the Sale Hearing and the representations of counsel made on the record at the Sale Hearing, the Debtors have adequately marketed the Assets and conducted the sale process in compliance with the Bidding Procedures and the Bidding Procedures Order, and the bidding process was conducted in a non-collusive, fair, and good faith manner. The Debtors and their professionals conducted the sale process in compliance with the Bidding Procedures and the Bidding Procedures Order and have afforded potential purchasers a full and fair opportunity to participate in the bidding process for the Assets and to make higher or better offers. In accordance with the Bidding Procedures Order, the Purchase Agreement was deemed a Qualified Bid and the Buyer was a Qualified Bidder eligible to participate at the Auction. The Buyer acted in compliance with the Bidding Procedures and the Bidding Procedures Order and conducted itself in a non-collusive, fair, and good faith manner. In accordance with the Bidding Procedures and the Bidding Procedures Order, the Debtors determined that the bid submitted by the Buyer and memorialized by the Purchase Agreement is the Successful Bid.

L. Arm's-Length and Buyer's Good Faith. The Purchase Agreement was negotiated and is undertaken by the Debtors their management, and their boards of directors or equivalent governing bodies, and representatives, and the Buyer and its management, board of directors or equivalent governing body, officers, directors, employees, agents, members, managers and representatives at arm's length without collusion or fraud, and in good faith within the meaning of section 363(m) of the Bankruptcy Code. The Buyer is not an "insider" of any Debtor as that term is defined by section 101(31) of the Bankruptcy Code. The Buyer (i) recognized that the Debtors were free to deal with any other party interested in acquiring the Assets, (ii) complied

with the applicable Bidding Procedures and the Bidding Procedures Order in all respects, and (iii) willingly subjected its bid to the competitive Bidding Procedures approved in the Bidding Procedures Order. The Debtors and the Buyer have not engaged in any conduct that would cause or permit the Purchase Agreement or the consummation of the Sale to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code. All payments to be made by the Buyer and other agreements or arrangements entered into by the Buyer in connection with the Sale have been disclosed, neither the Buyer nor the Debtors have violated section 363(n) of the Bankruptcy Code by any action or inaction, and no common identity of directors, managers or controlling stockholders exists between and among the Buyer on the one hand, and the Debtors, on the other. As a result of the foregoing, the Buyer is a “good faith” purchaser within the meaning of section 363(m) of the Bankruptcy Code, and as such, is entitled to the full rights, benefits, privileges, and protections afforded thereby, including in the event this Sale Order or any portion thereof is reversed or modified on appeal, and each of the Buyer and Debtors otherwise have proceeded in good faith in all respects in connection with the Sale.

M. Highest or Best Offer. The total consideration provided by the Buyer for the Assets as reflected in the Purchase Agreement is the highest and best offer received by the Debtors for the Assets. [No other person or entity or group of Persons has submitted a Qualified Bid prior to the Bid Deadline. Therefore, in accordance with the Bidding Procedures Order, (i) the Debtors did not conduct the Auction and (ii) the Debtors determined that the Purchase Agreement constituted the highest and best offer and selected the Purchase Agreement as the Successful Bid.] The Debtors’ determination that the Purchase Agreement constitutes the highest and best offer and the Debtors’ selection of the Purchase Agreement as the Successful Bid each constitute a valid and sound exercise of the Debtors’ business judgment and the

Debtors' decision to enter into the Purchase Agreement and the Transactions constitutes a proper exercise of the fiduciary duties of the Debtors and their officers and managers. The offer of the Buyer, upon the terms and conditions set forth in the Purchase Agreement, including the total consideration to be realized by the Debtors thereunder, (i) is the highest and best offer received by the Debtors after extensive marketing, including through the Bidding Procedures and (ii) is in the best interests of the Debtors, their creditors, their estates and other parties in interest. Taking into consideration all relevant factors and circumstances, no other entity has offered to purchase the Assets for greater economic value to the Debtors or their estates.

N. Credit Bid. Pursuant to the Purchase Agreement and sections 363(b) and 363(k) of the Bankruptcy Code, Buyer is permitted to credit bid against the Purchase Price all or a portion of the unpaid obligations of the Debtors to Buyer under the FAM DIP Credit Agreement as of Closing, if any, together with accrued but unpaid fees and interest, calculated in accordance with the FAM DIP Credit Agreement as of two Business Days before Closing (the "Credit Bid").

With respect to the Credit Bid, the Court finds and determines that:

- i. The Credit Bid is a valid and proper offer pursuant to the Bidding Procedures Order;
- ii. There is no cause to limit the amount of the Credit Bid pursuant to section 363(k) of the Bankruptcy Code; and
- iii. In accordance with Bankruptcy Code section 363(k), the Debtors shall value each dollar of the Credit Bid as equivalent to one dollar of cash, and such valuation was appropriate and represents a reasonable exercise of the Debtors' business judgment.

O. No Fraudulent Purpose. The Purchase Agreement was not entered into, and none of the Debtors nor the Buyer have entered into the Purchase Agreement, or propose to consummate the Sale, for the purpose of hindering, delaying or defrauding the Debtors' present or future creditors. None of the Debtors nor the Buyer have entered into the Purchase Agreement, or are proposing to consummate the Sale, fraudulently for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims whether under the Bankruptcy Code or the laws of the United States, any state, territory, possession thereof, the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing.

P. Transfer of Interests Free and Clear. The Debtors are the sole and lawful owners of the Assets and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. Subject to section 363(f) of the Bankruptcy Code, and except as otherwise expressly provided in the Purchase Agreement or this Sale Order, the transfer of the Assets to the Buyer will be, as of the Closing Date, a legal, valid, and effective transfer of the Assets, on an "as is, where is" basis and free of all representations and warranties (other than those set forth in the Purchase Agreement), which transfer vests or will vest the Buyer with all right, title, and interest of the Debtors to the Assets free and clear of all liens, claims (including those that constitute a "claim" as defined in section 101(5) of the Bankruptcy Code), rights, liabilities, security interests, hypothecations, preferences, debts, suits, licenses, options, judgments, orders and decrees of any court, taxes (including foreign, state and local taxes), covenants, restrictions, against any of the Debtors or the Assets, including, without limitation, any debts arising under or out of, in connection with, or in any way relating to, any acts or omissions, obligations, demands, guaranties, *de facto* merger claims, causes of action (whether in

law or in equity, under any law), whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, whether known or unknown, contingent or matured, perfected or unperfected, liquidated or unliquidated, statutory or non-statutory, legal or equitable or otherwise arising under or out of, in connection with, or in any way related to any of the Debtors, any of the Debtors' interests in the Assets, the operation of any of the Debtors' businesses before the effective time of the Closing (collectively, "Claims"). The Debtors served the Notice of Bidding Procedures, Auction Date and Sale Hearing (as defined in the Bidding Procedures Order), together with a copy of the Bidding Procedures Order and the Bidding Procedures (as defined in the Bidding Procedures Order) on all parties who are known or reasonably believed, after reasonable inquiry, to have asserted any Claims with respect to the Assets. The Buyer would not have entered into the Purchase Agreement and would not consummate the transactions contemplated thereby if the sale of the Assets that are owned by the Debtors was not free and clear of all Claims, if the Buyer would, or in the future could, be liable for any such Claims or if the Credit Bid were not components of the Sale. A sale of the Assets owned by the Debtors other than one free and clear of all Claims would adversely impact the Debtors, their estates and their creditors, and would yield substantially less value for the Debtors' estates, with less certainty than the Sale.

Q. Satisfaction of Section 363(f) Standards. The Debtors are authorized to sell the Assets free and clear of all Claims because, with respect to each creditor or other Person asserting a lien or other Encumbrance, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Each creditor or other Person asserting a lien or other Encumbrance has, subject to the terms and conditions of this Sale Order, consented to the Sale or is deemed to have consented. All parties in interest, including without limitation any

holders of Claims that did not object, or who withdrew their objection, to the Sale or the Motion, are deemed to have consented to the relief granted herein pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Claims who did object that have an interest in the Assets could be compelled in a legal or equitable proceeding to accept money satisfaction of such Claim pursuant to section 363(f)(5) or fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are therefore adequately protected by having their Claims that constitute interests in the Assets, if any, attach solely to the proceeds of the Sale ultimately attributable to the property in which they have an interest, in the same order of priority and with the same validity, force and effect that such holders had prior to the Sale, subject to any defenses of the Debtors. All Persons having Claims of any kind or nature whatsoever against the Debtors or the Assets shall be forever barred, estopped and permanently enjoined from creating, perfecting, pursuing, enforcing, attaching, collecting, recovering, or asserting such Claims against the Buyer or any of its assets, property, affiliates, successors, assigns, or the Assets.

R. Assumption and Assignment of Assigned Contracts. The assumption and assignment of the Assigned Contracts is integral to the Purchase Agreement, is in the best interests of the Debtors and their estates, and represents the valid and reasonable exercise of the Debtors' sound business judgment. Specifically, the assumption and assignment of the Assigned Contracts to the Buyer (i) is necessary to sell the Assets to the Buyer, (ii) allows the Debtors to sell their business to the Buyer as a going concern, and (iii) limits the losses suffered by counterparties to the Assigned Contracts.

S. Cure Notice. As evidenced by the certificates of service filed with the Court [Docket No. ____], and in accordance with the provisions of the Bidding Procedures Order, the Debtors have served, prior to the Sale Hearing, a Contract Notice, and Assumption Notice (each

as defined in the Bidding Procedures Order) on each non-debtor counterparty to a Contract and notice of the related proposed Cure Amounts [Docket No. ____]. The service of the Contract Notice (including any supplement thereto) was timely, good, sufficient and appropriate under the circumstances and no further notice need be given with respect to the Cure Amounts for the assumption and assignment of the Assigned Contracts. All non-debtor parties to the Assigned Contracts have had a reasonable opportunity to object both to the Cure Amounts listed on the applicable Contract Notice (including any supplement thereto) and to the assumption and assignment of the Assigned Contracts. No defaults exist in the Debtors' performance under the Assigned Contracts as of the date of this Sale Order other than the failure to pay the Cure Amounts, as may be required, or such defaults that are not required to be cured.

T. No Successor Liability. The Buyer is not a mere continuation of the Debtors or their estates, and there is no continuity of enterprise or common identity between the Buyer and the Debtors. The Buyer is not holding itself out to the public as a continuation of the Debtors or their estates. The Buyer is not an "insider" or "affiliate" of the Debtors, as those terms are defined in the Bankruptcy Code, and no continuity or common identity of incorporators, directors, managers or stockholders exists now or has ever existed between the Buyer on the one hand, and the Debtors, on the other. The conveyance of the Assets does not amount to a consolidation, merger or *de facto* merger of the Buyer and the Debtors or the Debtors' estates, there is not substantial continuity between the Buyer and the Debtors, and the Buyer does not constitute a successor to the Debtors or the Debtors' estates. The Buyer's acquisition of the Assets shall be free and clear of any "successor liability" claims of any nature whatsoever, whether known or unknown and whether asserted or unasserted as of the Closing.

U. Sale as an Exercise of Business Judgment. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for approval of and entry into the Sale Motion, the Sale, the Purchase Agreement, and all related agreements (the “Related Agreements”). The Debtors’ entry into and performance under the Purchase Agreement and Related Agreements: (i) are a result of due deliberation by the Debtors and constitute a sound and reasonable exercise of the Debtors’ business judgment consistent with their fiduciary duties; (ii) provide value to and are beneficial to the Debtors’ estates, and are in the best interests of the Debtors and their estates, creditors and other parties in interest; and (iii) are reasonable and appropriate under the circumstances. Business justifications for the Sale include, but are not limited to, the following: (x) the purchase consideration set forth in the Purchase Agreement constitutes the highest or otherwise best offer received for the Assets; (y) the Purchase Agreement and the transactions contemplated thereby present the best opportunity to maximize the value of the Assets; and (z) the value of the Debtors’ estates will be maximized through the sale of the Assets pursuant to the Purchase Agreement.

V. Compelling Reasons for an Immediate Sale. Good and sufficient reasons for approval of the Purchase Agreement have been articulated by the Debtors, and the Debtors’ decision to enter into the Purchase Agreement and the Transactions contemplated thereby represents an exercise of sound business judgment. The Debtors have demonstrated compelling circumstances for the Sale outside: (a) the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code and (b) a plan of reorganization or liquidation (as the case may be), in that, among other things, the immediate consummation of the Sale to the Buyer is necessary and appropriate to preserve and to maximize the value of the Debtors’ estates.

Accordingly, there is cause to lift the stay contemplated by Bankruptcy Rules 6004 and 6006 with respect to the transactions contemplated by this Sale Order.

W. No Sub Rosa Plan. The Purchase Agreement and the Sale do not constitute a *sub rosa* chapter 11 plan. Neither the Purchase Agreement nor the Sale impermissibly restructures the rights of the Debtors' creditors, nor impermissibly dictates the terms of a chapter 11 plan for the Debtors.

X. Valid and Binding Release. The proposed compromises and resolutions embodied in the Seller Release and the Buyer Release (each as defined in the Purchase Agreement) (collectively, the "Purchase Agreement Releases") are reasonable and appropriate and a valid exercise of the Debtors' business judgment, and the consideration provided for in the Purchase Agreement, and other good and valuable consideration provided to the Debtors, their Estates, and the Buyer in connection with the Sale, constitutes fair and appropriate consideration for the Purchase Agreement Releases, as applicable. The Seller Release is required by the Buyer in order to enter into and perform in accordance with the Sale and providing such release is in the best interests of the Debtors, their estates, creditors and other parties in interest. The Claims and causes of action released through the Purchase Agreement Releases are complex and in the absence of the release would involve extended and expensive litigation, the outcome of which would be uncertain.

Y. Final Order. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, waives any stay, and expressly directs

entry of judgment as set forth herein. The Debtors have demonstrated compelling circumstances and a good, sufficient and sound business purpose and justification for the immediate approval and consummation of the Sale as contemplated by the Purchase Agreement. Buyer, being a good faith purchaser under section 363(m) of the Bankruptcy Code, may close the Sale contemplated by the Purchase Agreement at any time after entry of this Sale Order.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

1. Motion Granted. The relief requested in the Motion is GRANTED as set forth herein.

2. Findings of Fact and Conclusions. The Court's findings of fact and conclusions of law in the Bidding Procedures Order and the record of the hearings with respect to the Bidding Procedures Order are incorporated herein by reference.

3. Objections Overruled. All objections, reservations of rights, or other responses, if any, with regard to the relief sought in the Motion that have not been withdrawn, waived, settled, or otherwise dealt with as expressly provided herein or on the record at the Sale Hearing are hereby overruled on the merits, with prejudice.

4. Notice. Notice of the Motion, Bidding Procedures, Bidding Procedures Order, Sale (and the Transactions and Purchase Agreement contemplated in connection therewith), Sale Hearing, and all deadlines related thereto, including via publication, was fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004, the Bidding Procedures Order.

5. Approval. Pursuant to sections 105 and 363 of the Bankruptcy Code, the Purchase Agreement, Sale, the Related Agreements, and the other Transactions are hereby approved and the Debtors are authorized and directed to consummate the Sale, including,

without limitation, the sale and transfer of the Assets to the Buyer in accordance with the terms of the Purchase Agreement. Each Debtor as well as its officers, employees and agents and the Buyer are each hereby authorized and directed to take any and all actions necessary or appropriate to: (a) consummate the Sale of the Assets to the Buyer and the Closing of the Sale and the Transactions pursuant to the Purchase Agreement and this Sale Order and (b) execute, deliver, perform, consummate, implement and close fully the Purchase Agreement together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement. The Debtors are hereby authorized and directed to perform each of their respective covenants and undertakings as provided in the Purchase Agreement prior to or after the Closing of the Sale without further order of the Court. The failure specifically to include any particular provision of the Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Purchase Agreement (including, but not limited to, all ancillary agreements and Related Agreements contemplated thereby) be authorized and approved in its entirety. All Persons are prohibited from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Assets to the Buyer in accordance with the Purchase Agreement and this Sale Order.

6. Fair Purchase Price. The consideration provided by the Buyer under the Purchase Agreement, including the portion of the purchase consideration that is a Credit Bid, is fair and reasonable and constitutes (i) reasonably equivalent value under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, and the Uniform Voidable Transactions Act (ii) fair consideration under the Uniform Fraudulent Conveyance Act, and (iii) reasonably equivalent

value, fair consideration and fair value under any other applicable laws of the United States, any state, territory or possession or the District of Columbia.

7. Validity of Credit Bid. The Credit Bid constitutes a valid, duly authorized credit bid and is proper under the Bidding Procedures Order, sections 363(b) and 363(k) of the Bankruptcy Code, the applicable [DIP Loan Documents] and applicable law.

8. Amendments to Purchase Agreement. The Purchase Agreement and any related agreements, documents, or other instruments may be modified, amended, supplemented or restated by the parties thereto in a writing signed by such parties and in accordance with the terms thereof, without further order of this Court, provided that any such modification, amendment, supplement or restatement does not have a material adverse effect on the Debtors' estates. The Purchase Agreement and the Debtors' obligations therein shall not be altered, amended, rejected, discharged, or otherwise affected by any chapter 11 plan proposed or confirmed in the Chapter 11 Cases without the prior written consent of the Buyer.

9. Transfer Free and Clear. One or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Pursuant to sections 105 and 363 of the Bankruptcy Code, the Assets are conveyed by the Debtors to the Buyer free and clear of any Claims, but otherwise on an "as is, where is" basis and free of all representations and warranties (other than those set forth in the Purchase Agreement). The Debtors are authorized to transfer the Assets in accordance with the terms of the Purchase Agreement and this Sale Order. The Assets shall be transferred to the Buyer in accordance with the terms of the Purchase Agreement and this Sale Order, and upon the Closing, such transfer shall: (i) be valid, legal, binding and effective; (ii) vest the Buyer with all right, title and interest of the Debtors in the Assets; and (iii) be free and clear of all Claims and any other claims and interests in accordance with section

363(f) of the Bankruptcy Code. All Persons having Claims of any kind or nature whatsoever against the Debtors or the Assets shall be forever barred, estopped and permanently enjoined from creating, perfecting, pursuing, enforcing, attaching, collecting, recovering, or asserting such Claims against the Buyer or any of its assets, property, affiliates, successors, assigns, or the Assets.

10. Surrender of Possession. Any Assets in the possession or control of any Person shall be delivered to the Buyer and deemed delivered at the time of Closing (or such other time as provided in the Purchase Agreement).

11. Vesting of Interests in the Buyer. Effective upon the Closing, the transfer to the Buyer of the Assets pursuant to the Purchase Agreement shall be, and hereby is deemed to be, a legal, valid and effective transfer of the Assets, and vests with or will vest in the Buyer all the Assets free and clear of Claims.

12. Releases. The Debtors' agreement to provide releases to the beneficiaries of the Seller Release at Closing in accordance with the Purchase Agreement is in the best interests of the Debtors' estates and such releases are approved pursuant to Bankruptcy Rule 9019. Each of the Purchase Agreement Releases to be entered into at Closing are fully consensual and approved. The Purchase Agreement Releases are hereby approved in their entirety and the consideration provided by the Buyer pursuant to the Purchase Agreement is found to be fair consideration for the Purchase Agreement Releases. The releasing parties under the Purchase Agreement Releases are authorized and directed to perform under the applicable Purchase Agreement Release pursuant to its terms and to take any and all actions, including, without limitation, execution and delivery of any documents or papers as may be reasonably necessary to

perform or appropriate to implement their obligations arising under the applicable Purchase Agreement Release.

13. Injunction. Except as expressly provided in the Purchase Agreement or by this Sale Order, effective upon the Closing all Persons, including, but not limited to, all debt holders, equity security holders, governmental, tax and regulatory authorities, lenders, vendors, suppliers, employees, trade creditors, litigation claimants and other Persons holding Claims on the Assets shall be and hereby are forever barred, estopped and permanently enjoined from asserting, prosecuting or otherwise pursuing such Claims. All Persons are hereby enjoined from taking any action that would interfere with or adversely affect the ability of the Debtors to transfer the Assets in accordance with the terms of the Purchase Agreement and this Sale Order.

14. Direction to Creditors and Parties in Interest. At the Closing, each of the Debtors' creditors and the holders of any Claims are authorized and directed to execute such documents and take all other actions as may be necessary to terminate, discharge or release their Claims against the Assets, if any, as such Claims may otherwise exist.

15. Direction to Government Agencies. Each and every filing agent, filing officer, title agent, recording agency, governmental department, secretary of state, federal, state and local official, and any other Person who may be required by operation of law, the duties of its office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Assets, is hereby authorized and directed to accept any and all documents and instruments necessary and appropriate to consummate the Sale and any other Transactions contemplated by the Purchase Agreement and approved by this Sale Order.

16. Good Faith Purchaser. The Buyer is entitled to the full rights, benefits, privileges, and protections afforded by section 363(m) of the Bankruptcy Code, and the Buyer has proceeded in good faith in all respects in connection with the Sale.

17. Consummation of Sale. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Debtors, as well as their officers, employees and agents, are authorized to enter into, execute, deliver and perform their obligations under and comply with the terms of the Purchase Agreement and the Related Agreements and to close and consummate the Sale, including by taking any and all actions as may be reasonably necessary or desirable to implement the Sale and each of the Transactions pursuant to and in accordance with the terms and conditions of the Purchase Agreement, the Related Agreements, and this Sale Order.

18. Transfer of Marketable Title. Upon the Closing, this Sale Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the Assets a bill of sale transferring good and marketable title in the Assets to the Buyer at the Closing pursuant to the terms of the Purchase Agreement, free and clear of all Claims.

19. No Successor Liability. By virtue of the Sale, the Buyer and its affiliates, successors and assigns shall not be deemed or considered to: (i) be a legal successor, or otherwise be deemed a successor to any of the Debtors; (ii) have, *de facto* or otherwise, merged with or into any or all Debtors; (iii) be a consolidation with the Debtors or their estates; or (iv) be an alter ego or a continuation or substantial continuation, or be holding itself out as a mere continuation, of any of the Debtors or their respective estates by any law or equity. The Buyer and its affiliates, successors and assigns shall have no successor, transferee or vicarious liability of any kind or character, including, without limitation, under any theory of foreign, federal, state

or local antitrust, environmental, successor, tax, ERISA, assignee or transferee liability, labor, product liability, employment, *de facto* merger, substantial continuity, or other law, rule, regulation or doctrine, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, including, without limitation, liabilities on account of any taxes or other Governmental Body fees, contributions or surcharges, in each case arising, accruing or payable under, out of, in connection with, or in any way relating to, the operation of the Debtors prior to the Closing Date or arising based on actions of the Debtors taken after the Closing Date.

20. Approval to Release Claims. If any Person that has filed financing statements or other documents or agreements evidencing Claims on the Assets shall not have delivered to the Debtors before the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens, and any other documents necessary for the purpose of documenting the release of all Claims that the person or entity has or may assert with respect to the Assets, the Debtors and the Buyer are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of such Person with respect to the Assets. The Buyer is hereby authorized to file, register or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Claims on the Assets.

21. Effect of Recordation of Order. This Sale Order, once filed, registered, or otherwise recorded, (a) shall be effective as a conclusive determination that, upon the Closing, all Claims, of any kind or nature whatsoever existing as to the Assets prior to the Closing have

been unconditionally released, discharged, and terminated and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all Persons.

22. Consumer Credit Transactions. To the extent that the Sale involves the purchase of any interest in a consumer credit transaction that is subject to the Truth in Lending Act or any interest in a consumer credit contract (as defined in section 433.1 of title 16 of the Code of Federal Regulations (January 1, 2004), as amended from time to time), then the Buyer shall remain subject to all claims and defenses that are related to such consumer credit transaction or such consumer credit contract, to the same extent as the Buyer would be subject to such claims and defenses of the consumer had such interest been purchased at a sale not pursuant to section 363 of the Bankruptcy Code.

23. Assumption and Assignment of Contracts. The Debtors are hereby authorized in accordance with sections 105(a) and 365 of the Bankruptcy Code to assume and assign, solely to the extent designated by the Buyer for assumption and assignment, the Assigned Contracts to the Buyer free and clear of all Claims, effective as of (a) the Closing Date (provided that such Assigned Contracts have been designated for assumption and assignment by the Buyer on or before the Closing Date), (b) the date, following the Closing Date but prior to the Designation Deadline, on which the Buyer has designated such Assigned Contract for assumption and assignment, or (c) such other date as agreed in writing by the Debtors, the Buyer and the applicable non-debtor counterparty. With respect to each of the Assigned Contracts, the Buyer and the applicable Debtor or Debtors, in accordance with the provisions of the Purchase Agreement, has cured or will cure before the applicable effective date of the assumption and assignment of the applicable Assigned Contract (such date the "Assignment Effective Date"), or has or will have provided adequate assurance of the prompt cure after the Assignment Effective

Date of, any monetary default required to be cured with respect to the Assigned Contracts under section 365(b)(1) of the Bankruptcy Code, and the Buyer and the applicable Debtor or Debtors have provided adequate assurance of future performance under the Assigned Contracts in satisfaction of sections 365(b) and 365(f) of the Bankruptcy Code to the extent that any such assurance is required and not waived by the non-debtor counterparties to such Assigned Contracts. Upon the Assignment Effective Date with respect to an Assigned Contract, the Buyer shall be fully and irrevocably vested with all rights, title and interest under such Assigned Contract and, pursuant to section 365 of the Bankruptcy Code. The Buyer acknowledges and agrees that from and after the applicable Assignment Effective Date, with respect to an Assigned Contract, subject to and in accordance with the Purchase Agreement, it shall comply with the terms of each such Assigned Contract in its entirety, unless any such provisions are not enforceable pursuant to the terms of this Sale Order. The assumption and assignment by the Debtors to the Buyer of any Contract shall not be a default under any such Contract.

24. Upon the applicable Assignment Effective Date, any provision in any Contract that purports to declare a breach or default as a result of a change or transfer of control of any interest in respect of the Debtors is unenforceable and all Assigned Contracts shall remain in full force and effect notwithstanding assumption thereof. No sections or provisions of any Assigned Contracts, that in any way purport to: (i) unreasonably prohibit, restrict, or condition the Debtors' assumption or assumption and assignment of such Contract (including, but not limited to, the conditioning of such assumption or assumption and assignment on the consent of any non-debtor party to such Contract); *provided* that any direct prohibition, restriction or condition on such assumption or assumption and assignment shall be deemed to be unreasonable; (ii) provide for the cancellation, or modification of the terms of the Contract based on the filing of a

bankruptcy case, the financial condition of the Debtors, or similar circumstances; (iii) provide for additional payments (*e.g.*, so called “profit” sharing/splitting), penalties, fees, charges, or other financial accommodations in favor of the non-debtor third party to such Assigned Contracts upon assumption thereof; or (iv) provide for any rights of first refusal on a Contract counterparty’s part, or any recapture or termination rights in favor of a Contract counterparty, or any right of a landlord to take an assignment or sublease from a tenant, shall have any force or effect with respect to the assumption and assignment of the Assigned Contracts by the Debtors in accordance with the Purchase Agreement, because they constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and/or are otherwise unenforceable under section 365(e) of the Bankruptcy Code.

25. Except for a counterparty to an Assigned Contract (a “Contract Counterparty”) who filed or has filed a timely objection to the Cure Amounts on or before [●], 2020 at [●] (prevailing Eastern Time) (whose objection shall be resolved in accordance with the procedures set forth in the Bidding Procedures Order) (a “Contract Objection”), all such parties are deemed to have consented to their respective Cure Amounts.

26. Except for a Contract Counterparty who files or has filed a timely Contract Objection to the Debtors’ proposed assignment of such Assigned Contract to the Buyer (whose objection shall be resolved in accordance with the procedures set forth in the Bidding Procedures Order), all Contract Counterparties are deemed to have consented to assumption by the Debtors and assignment to the Buyer of their respective Assigned Contracts, and the Buyer shall be deemed to have demonstrated adequate assurance of future performance with respect to such Assigned Contract pursuant to section 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code.

27. Except as otherwise specifically provided for by order of this Court, upon the assumption and assignment of the Assigned Contracts under the provisions of this Sale Order and full payment of all Cure Amounts as required under section 365(b) of the Bankruptcy Code, no default shall exist under any Assigned Contracts, and no counterparty to any Assigned Contracts shall be permitted to declare a default by any Debtor or the Buyer or otherwise take action against the Buyer as a result of any Debtors' financial condition, bankruptcy or failure to perform any of its obligations under the relevant Contract. The failure of the Debtors or the Buyer to enforce at any time one or more terms or conditions of any Contract shall not be a waiver of such terms or conditions, or of the Debtors' and the Buyer's rights to enforce every term and condition of the Assigned Contract.

28. Inconsistencies with Prior Orders, Pleadings, or Agreements. To the extent this Sale Order is inconsistent with any prior order or pleading with respect to the Motion in these Chapter 11 Cases, the terms of this Sale Order shall govern. To the extent there is any inconsistency between the terms of this Sale Order and the terms of the Purchase Agreement (including all ancillary documents executed in connection therewith), the terms of this Sale Order shall govern.

29. Subsequent Orders and Plan Provisions. Unless otherwise agreed to by the Debtors and the Buyer, this Sale Order shall not be modified by any chapter 11 plan confirmed in these Chapter 11 Cases or any subsequent order(s) of this Court.

30. Binding Effect of Sale Order. This Sale Order and the Purchase Agreement shall be binding in all respects upon the Debtors, their estates, all creditors of, and holders of equity interests in, the Debtors, any holders of Claims on the Assets (whether known or unknown), the Buyer and all successors and assigns of the Buyer, notwithstanding the dismissal of any of the

Debtors' cases or any subsequent appointment of any trustees, examiners, "responsible persons" or other fiduciaries in the Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code, and the Purchase Agreement shall not be subject to rejection or avoidance under any circumstances.

31. No Avoidance of Purchase Agreement. Neither the Debtors nor the Buyer have engaged in any conduct that would cause or permit the Purchase Agreement to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code. Accordingly, the Purchase Agreement and the Sale shall not be avoidable under section 363(n) or chapter 5 of the Bankruptcy Code, and no party shall be entitled to any damages or other recovery pursuant to section 363(n) of the Bankruptcy Code in respect of the Purchase Agreement or the Sale.

32. Immediate Effect. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding any provision in the Bankruptcy Rules to the contrary, the terms of this Sale Order shall be immediately effective and enforceable upon its entry and not subject to any stay, notwithstanding the possible applicability of Bankruptcy Rule 6004(h) or otherwise.

33. Satisfaction of Conditions Precedent. Neither the Buyer nor the Debtors shall have an obligation to close the Transactions until all conditions precedent in the Purchase Agreement to each of their respective obligations to close the Transactions have been met, satisfied, or waived in accordance with the terms of the Purchase Agreement.

34. Bulk Sales; Taxes. No bulk sales law, bulk transfer law or similar law of any state or other jurisdiction shall apply in any way to the transactions contemplated by the Purchase Agreement, the Sale Motion or this Sale Order. Except as otherwise expressly provided in the Purchase Agreement, all obligations of the Debtors relating to taxes, whether

arising under any law, by the Purchase Agreement, or otherwise, shall be the obligation of and fulfilled and paid by the Debtors.

35. Lease Deposits and Security. The Buyer shall not be required, pursuant to section 365(l) of the Bankruptcy Code or otherwise, to provide any additional deposit or security with respect to any Contract to the extent not previously provided by the Debtors.

36. Automatic Stay. The Buyer shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Purchase Agreement, and Related Agreements, documents or other instruments. The automatic stay imposed by section 362 of the Bankruptcy Code is modified to the extent necessary to implement the provisions of this Sale Order.

37. Retention of Jurisdiction. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order, the Purchase Agreement, all amendments thereto, in connection with any disputes involving the Debtors, and to adjudicate, if necessary, any and all disputes concerning the Debtors and related in any way to the Sale; provided, however, that in the event the Court abstains from exercising or declines to exercise jurisdiction or is without jurisdiction, such abstention, refusal or lack of jurisdiction shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

Dated: December ___, 2020

THE HONORABLE _____
UNITED STATES BANKRUPTCY JUDGE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

_____)	
In re:	)	Chapter 11
)	
RENOVATE AMERICA, INC.,	)	Case No.
)	
Debtor.)	
_____)	

**ORDER (A) APPROVING THE
BIDDING PROCEDURES AND BID PROTECTIONS
FOR THE SALE OF SUBSTANTIALLY ALL OF THE
DEBTORS' ASSETS, (B) SCHEDULING AN AUCTION AND
HEARING TO CONSIDER THE SALE, (C) APPROVING THE
FORM AND MANNER OF NOTICE THEREOF, (D) APPROVING THE
PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT
OF CONTRACTS AND LEASES, AND (E) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")¹ of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), (a) authorizing and approving the Bidding Procedures attached hereto as Exhibit 1 (the "Bidding Procedures"), including the Bid Protections, (b) scheduling an auction and hearing to consider the sale of the Assets, (c) approving the form and manner of notice thereof; (d) approving procedures for the assumption and assignment of contracts and leases, and (e) granting related relief; all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and

¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion or the Bidding Procedures, as applicable.

this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at any Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, **THE COURT FINDS THAT:**

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper in this district and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. The bases for the relief requested in the Motion are: (a) sections 105, 363, 365, 503, and 507 of the Bankruptcy Code; (b) Bankruptcy Rules 2002, 6004, 6006, 9007, and 9014; and (c) Local Rules 2002-1 and 9006-1.

D. Notice of the Motion has been given to: (a) the Office of the United States Trustee for the District of Delaware; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the Debtors' warehouse financing lender and counsel thereto; (d) the United States Attorney's Office for the District of Delaware; (e) the Internal Revenue Service; (f) the office of the attorneys general for the states in which the Debtors

operate; (g) all known holders of liens, encumbrances, and other claims secured by the Assets; (h) all parties who are known or reasonably believed, after reasonable inquiry, to have asserted any lien, encumbrance, claim, or interest in the Assets; (i) the Stalking Horse Purchaser; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002.

E. The Debtors have articulated good and sufficient reasons for this Court to: (a) approve the Bidding Procedures, including the Bid Protections; (b) schedule the bid deadlines, the Auction, and the Sale Hearing; (c) approve the form and manner of notice of the Auction and Sale Hearing; and (d) approve the procedures for the assumption and assignment of contracts and leases, including notice of the proposed cure amounts.

F. *The Stalking Horse Purchase Agreement.* The Asset Purchase Agreement by and between the Debtors and Finance of America Mortgage, LLC, dated December [●], 2020 (the “Stalking Horse Purchase Agreement”) represents the highest or otherwise best offer the Debtors have received to date for the Sale. Approval of the Stalking Horse Purchaser as a “stalking horse” bidder and the Stalking Horse Purchase Agreement as a “stalking horse” sale agreement is in the best interests of the Debtors and the Debtors’ estates and creditors, and it reflects a sound exercise of the Debtors’ business judgment. The Stalking Horse Purchase Agreement provides the Debtors with the opportunity to sell the Assets to preserve and realize the going concern value of the Debtors’ “Benji” business. The Stalking Horse Purchase Agreement will enable the Debtors to secure a fair baseline price of the Assets at the Auction and, accordingly, will provide a clear benefit to the Debtors’ estates, their creditors, and all other parties-in-interest.

G. *The Bid Protections.* The Breakup Fee and Expense Reimbursement: (i) shall, if triggered, be deemed actual and necessary costs and expenses of preserving the Debtors’ estates,

within the meaning of sections 503(b) and 507(a)(2) of the Bankruptcy Code, with priority over all other administrative priority claims other than claims arising under the FAM DIP Credit Agreement; (ii) are commensurate to the real and substantial benefit conferred upon the Debtors' estates by the Stalking Horse Purchaser; (iii) are reasonable and appropriate, including in light of the size and nature of the proposed Sale and comparable transactions, the commitments that have been made, and the efforts that have been and will be expended by the Stalking Horse Purchaser, notwithstanding that the proposed Sale is subject to better and higher offers; and (iv) were necessary to induce the Stalking Horse Purchaser to pursue the Sale and to be bound by the Stalking Horse Purchase Agreement.

H. The Breakup Fee, Expense Reimbursement, and the Minimum Overbid (together, the "Bid Protections") were a material inducement to, and express condition of, the Stalking Horse Purchaser's willingness to submit a bid through execution of the Stalking Horse Purchase Agreement that will serve as a minimum or floor bid on which the Debtors, their creditors, suppliers, vendors, and other bidders may rely. The Stalking Horse Purchaser has provided a material benefit to the Debtors and their creditors by increasing the likelihood that, given the circumstances, the best possible price for the Assets will be received. Accordingly, the Bidding Procedures and the Bid Protections are reasonable and appropriate and represent the best method for maximizing value for the benefit of the Debtors' estates.

I. The Bidding Procedures and the Stalking Horse Purchase Agreement were negotiated by the parties at arm's length and in good faith by the Debtors and the Stalking Horse Purchaser, are reasonable and appropriate, and represent the best available method for maximizing value for the benefit of the Debtors' estates.

J. *Assumption and Assignment Procedures.* The Motion, this Order, and the assumption and assignment procedures set forth herein are reasonably calculated to provide counterparties to any Contracts to be assumed by the Debtors and assigned to the Successful Bidder with proper notice of the intended assumption and assignment of their Contracts, the procedures in connection therewith, and any cure amounts relating thereto; *provided* that the listing of any Contract on the Contract Notice does not require or guarantee that such Contract will be assumed or assumed and assigned, and all rights of the Debtors with respect to such Contracts are reserved.

K. *Sale Notice.* The Sale Notice, substantially in the form attached hereto as Exhibit 2, is reasonably calculated to provide interested parties with timely and proper notice of the proposed sale, including, without limitation: (i) the date, time, and place of the Auction (if one is held); (ii) the Bidding Procedures; (iii) the deadline for filing objections to the Sale and entry of the Sale Order, and the date, time, and place of the Sale Hearing; (iv) reasonably specific identification of the Assets to be sold; (v) instructions for promptly obtaining copies of the Stalking Horse Purchase Agreement; (vi) a description of the Sale as being free and clear of liens, claims, encumbrances, and other interests (except as set forth in the applicable purchase agreement), with all such liens, claims, encumbrances, and other interests attaching with the same validity and priority to the Sale proceeds; (vii) notice of the proposed assumption and assignment of Contracts to the Stalking Horse Purchaser pursuant to the Stalking Horse Purchase Agreement (or to another Successful Bidder arising from the Auction, if any), and no other or further notice of the sale shall be required. The Sale Notice complies with Bankruptcy Rule 2002 and Local Rule 2002-1 and constitutes sufficient notice to all interested parties and provide sufficient notice of the proposed Sale and related transactions.

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. All objections, reservations of rights, and responses to the relief requested in the Motion that have not been withdrawn, waived, or settled as announced to the Court at the hearing on the Motion or by stipulation filed with the Court, are overruled.

I. Important Dates and Deadlines.

Event	Date
Indication of Interest Deadline	February 2, 2021 at 5:00 p.m. EST
Bid Deadline	February 9, 2021, at 8:00 p.m. EST
Sale Objection Deadline	February 9, 2021, at 5:00 p.m. EST
Notification of Qualified Bidders	As promptly as practicable after a Potential Bidder delivers an executed Non-Disclosure Agreement and submits a Written Offer, and in any event not later than 3:00 p.m. (prevailing Eastern Time) one (1) business day preceding the Auction.
Auction	February 12, 2021, at 1:00 p.m. EST
Supplemental Objection Deadline	February 16, 2021, at 4:00 p.m. EST
Sale Hearing	February __, 2021, at __:___m EST

3. ***Bid Deadline.*** The deadline by which all Bids for the Debtors' Assets must be *actually received* by the parties specified in the Bidding Procedures is 8:00 p.m. (prevailing Eastern Time), on February 9, 2021.

4. ***Auction.*** February 12, 2021, at 1:00 p.m. (prevailing Eastern Time), is the date and time of the Auction. Such Auction will be held virtually via online videoconference. As set forth more fully in the Bidding Procedures, only Qualified Bidders shall be entitled to participate at the Auction.

5. **Notice of Successful Bidder.** The Debtors shall file a notice identifying the Successful Bidder by 3:00 p.m. (prevailing Eastern Time) on the date that is one business day following the date the Auction is closed.

6. **Sale Hearing.** The Sale Hearing shall commence _____, at ____ a.m./p.m. (prevailing Eastern Time) before the Honorable [●], at the Court, 824 North Market Street, 6th Floor, Courtroom No. [●], Wilmington, Delaware 19801. The Sale Hearing may be adjourned by announcement in open Court or on the Court's calendar without any further notice required.

7. **Objection Deadline.** Objections, if any, to the Sale must be made on or before February 9, 2021, at 5:00 p.m. (prevailing Eastern Time) (the "Sale Objection Deadline"); *provided* that objections solely stemming from the conduct of the Auction or the identity of the Successful Bidder (if different than the Stalking Horse Purchaser) may be filed on or before February 16, 2021 at 4:00 p.m. (prevailing Eastern Time). Objections must: (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules and the Local Rules; (c) state with particularity the legal and factual basis for the objection and the specific grounds therefor; and (d) be filed with the Court and served so as to be *actually received* no later than the Sale Objection Deadline by the following parties (the "Objection Notice Parties");

Proposed Counsel to the Debtors	Proposed Co-Counsel to the Debtors
Bryan Cave Leighton Paisner LLP 120 Broadway, Suite 300 Santa Monica, CA 90401 Attn.: Sharon Weiss	Culhane Meadows, PLLC 4023 Kennett Pike #165 Wilmington, Delaware 19807 Attn: Mette H. Kurth
The United States Trustee	Counsel to the Stalking Horse Purchaser
Office of the United States Trustee for the District of Delaware 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 Attn: Benjamin Hackman	Hunton Andrews Kurth LLP 200 Park Avenue New York, New York 10166 Attn: Peter S. Partee, Sr.

8. A party's failure to timely file or make an objection in accordance with this Order shall forever bar the assertion of any objection to the Motion, entry of the Sale Order, and/or consummation of the Sale with the Successful Bidder pursuant to the applicable purchase agreement, including the assumption and assignment of the Contracts to the successful bidder pursuant to the applicable purchase agreement, and shall be deemed to constitute any such party's consent to entry of the Sale Order and consummation of the Sale and all transactions related thereto.

II. Auction, Bidding Procedures, and Related Relief.

9. The Bidding Procedures, substantially in the form attached hereto as Exhibit 1, are incorporated herein and hereby approved in their entirety, and the Bidding Procedures shall govern the submission, receipt, and analysis of all Bids relating to the proposed sale of the Assets. Any party desiring to bid on the Assets shall comply with the Bidding Procedures and this Order. The Debtors are authorized to take any and all actions necessary to implement the Bidding Procedures and to pursue a Sale of the Assets in accordance therewith. The Debtors are authorized to take all actions necessary or appropriate to implement the Bidding Procedures. Notwithstanding the foregoing, the consummation of the Sale shall remain subject to entry of a

further order of this Court (the “Sale Order”) which shall serve as an order approving the Sale of the Assets free and clear of any interests under section 363(f) of the Bankruptcy Code. In the event of an inconsistency between this Bid Procedures Order and the Bid Procedures, the Bidding Procedures Order shall prevail.

10. Finance of America Mortgage LLC’s role as the Stalking Horse Purchaser is hereby approved, the Stalking Horse Purchaser is deemed a Qualified Bidder, and the Stalking Horse Bid as set forth in the Stalking Horse Purchase Agreement is deemed a Qualified Bid.

11. If the Debtors do not receive any Qualified Bids (other than the Stalking Horse Bid) (a) the Debtors will not hold the Auction; (b) the Stalking Horse Purchaser will be deemed the Successful Bidder for the Assets; and (c) the Debtors shall be authorized to seek approval of the Stalking Horse Purchase Agreement at the Sale Hearing.

12. If the Debtors receive one or more Qualified Bids from Qualified Bidders (other than the Stalking Horse Purchaser), then the Debtors shall conduct the Auction in accordance with the Bidding Procedures.

13. Pursuant to Local Rule 6004-1(c)(ii): (a) each bidder participating at the Auction shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the Sale, as set forth in the Bidding Procedures; (b) the Auction shall be conducted openly; and (c) the Auction shall be videotaped and/or transcribed.

14. The Stalking Horse Purchaser shall have the unqualified right to “credit bid” up to the full amount of the Secured Obligations (as defined in the FAM DIP Credit Agreement) in connection with the Sale. Notwithstanding anything to the contrary in this Order or the Bidding Procedures, every dollar of a credit bid shall be treated the same as a dollar from a cash bid, and

a cash bid shall not be deemed higher or otherwise better solely for the reason that it is a cash bid and not a credit bid.

15. The Debtors may (a) determine which Qualified Bid is the highest or otherwise best offer; (b) reject at any time before entry of an Order of the Bankruptcy Court approving the Successful Bid, any Bid (other than the Stalking Horse Bid) that, in the discretion of the Debtors, is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code or the Bidding Procedures, or (iii) contrary to the best interests of the Debtors' estates and their creditors; and (c) at or before the conclusion of the Auction, may impose such other terms and conditions upon Qualified Bidders (other than the Stalking Horse Purchaser) as the Debtors determine to be in the best interests of the Debtors' estates in these cases.

16. All information relating to the Assets provided to assist a person or entity in evaluating whether to participate in the Auction is confidential. Any person or entity that is provided with such information (i) shall use such information solely for the purpose of evaluating whether to participate in the Auction; (ii) shall not use such information for any other purpose; (iii) shall hold such information in strict confidence; (iv) shall not, directly or indirectly, disclose any of such information, subject to certain limited exceptions; (v) shall undertake reasonable precautions to protect the confidentiality of such information; and (vi) shall be solely responsible for any ramifications resulting from any disclosure of such information.

17. The failure to include or reference a particular provision of the Bidding Procedures specifically in this Order shall not diminish or impair the effectiveness or enforceability of such a provision.

III. The Bid Protections.

18. Except for any Breakup Fee and Expense Reimbursement that the Debtors may agree to provide to the Stalking Horse Purchaser, no person or entity shall be entitled to any expense reimbursement, breakup fee, termination fee, or other similar fee or payment, and by submitting a bid, such person or entity is deemed to have waived their right to request or to file with this court any request for expense reimbursement or any fee of any nature, including whether by virtue of section 503(b) of the Bankruptcy Code or otherwise.

19. The Breakup Fee and Expense Reimbursement are approved on the terms set forth in the Bidding Procedures, and the Debtors are hereby authorized and directed to pay the Break-Up Fee and Expense Reimbursement in accordance with the terms of the Stalking Horse Purchase Agreement without further order of the Court. The Break-Up Fee and Expense Reimbursement shall constitute an allowed administrative expense claim against the Debtors' estates pursuant to sections 105(a), 503(b), and 507(a)(2) of the Bankruptcy Code with priority over all other administrative priority claims other than claims arising under the FAM DIP Credit Agreement. The Debtors' obligation to pay the Expense Reimbursement and Break-Up Fee shall be the joint and several obligations of the Debtors and shall survive termination of the Stalking Horse Purchase Agreement, dismissal or conversion of any of the Chapter 11 Cases, and confirmation of any plan of reorganization or liquidation.

IV. Assumption and Assignment Procedures.

20. The following procedures regarding the assumption and assignment of the Contracts in connection with the Sale are approved to the extent set forth herein, and shall govern the assumption and assignment of all Contracts proposed to be assumed by the Debtors pursuant to section 365(b) of the Bankruptcy Code and assigned to the Stalking Horse Purchaser

(or other Successful Bidder following the Auction, if any) pursuant to section 365(f) of the Bankruptcy Code under the Stalking Horse Purchase Agreement or other applicable purchase agreement.

21. *Notices for Contracts.* As soon as practicable, the Debtors shall serve on all non-Debtor counterparties to any Contract (the “Contract Notice Parties”) that may be assumed by the Debtors and assigned to the Successful Bidder a “Contract Notice,” substantially in the form attached hereto as Exhibit 3, that identifies, to the extent applicable: (a) the Contract that may be assumed and assigned; (b) the name of the non-Debtor counterparty to such Contract; (c) the Debtors’ asserted cure amount for such Contract if it becomes assumed and assigned; (d) the deadlines by which any such Contract counterparty must file an objection (each, a “Contract Objection”) to the proposed cure amount, assumption and assignment, or adequate assurance; (e) identifying the Stalking Horse Purchaser; and (f) providing Contract counterparties with the Stalking Horse Purchaser’s assurance of future performance; *provided* that the presence of a Contract on a Contract Notice does not constitute an admission that such Contract is an executory contract or unexpired lease; *provided, further*, that the presence of a Contract on the Contract Notice or Assumption Notice shall not prevent the Debtors from subsequently withdrawing such request for assumption or rejecting such Contract at any time before such Contract is actually assumed and assigned pursuant to an Order of the Court. Such Contract Notice shall be without prejudice to the Stalking Horse Purchaser’s rights under the Stalking Horse Purchase Agreement to subsequently exclude such items from assumption and assignment or add additional items. As soon as practicable after the Bid Deadline, the Debtors shall file with the Court and serve on the Contract Notice Parties who are parties to a Contract to be assumed and assigned a further notice substantially in the form attached hereto as Exhibit 4

(the “Assumption Notice”) identifying all Qualified Bidders (other than the Stalking Horse Purchaser) each of whom will be permitted to participate in the Auction, stating which Contracts may be assumed and assigned, and providing such parties with the Qualified Bidders’ assurance of future performance. To the extent the Debtors subsequently identify prior to the Sale Hearing any additional Contracts to be assumed by the Debtors and assigned to the Successful Bidder, the Debtors shall serve on any counterparty to such Contract a supplemental Contract Notice and/or Assumption Notice, as applicable, along with the Successful Bidder’s assurance of future performance, as soon as practicable. Such counterparty shall have seven (7) days from service of the supplemental Contract Notice and/or Assumption Notice, as applicable, to file an objection to the proposed cure amount or assumption and assignment of its Contract in accordance with the procedures set forth herein.

22. **Objections to Assumption of Contracts.** Any non-Debtor counterparty to a Contract who objects to the cure or assignment of their Contracts (the “Objecting Party”) shall file Contract Objections pursuant to the following procedures:

- ***Contract Objection.*** All Contract Objections to the cure amounts listed in the Contract Notice, the Debtors’ ability to assign a Contract, or adequate assurance of future performance solely by the Stalking Horse Purchaser shall be filed with the Court by **February 9, 2021 at 5:00 p.m. (prevailing Eastern Time)**, provided that all such Contract Objections with respect to a Contract listed on an amended or supplemental Contract Notice shall be filed by the date that is seven (7) days from service of any such amended or supplemental Contract Notice.
- ***Supplemental Adequate Assurance Objection.*** All Contract Objections to adequate assurance of future performance of Contracts by any Successful Bidder other than the Stalking Horse Purchaser shall be filed with the Court at or prior to the Sale Hearing; *provided* that for parties identified on any supplemental Assumption Notice issued by the Debtors after the initial Assumption Notice, such parties shall have seven (7) days from service of such notice to file such Contract Objection.
- ***No Objection.*** If no Objection is received in accordance with the deadlines set forth above, such counterparty: *(a) shall be deemed to have consented to the cure amounts and assumption and assignment of its Contract to the Successful*

Bidder; (b) shall be forever barred, estopped, and enjoined from asserting any additional cure amount under the Contracts; and (c) shall be forever barred from objecting to the assignment of the Contracts to the Successful Bidder or the adequacy of the Successful Bidder's assurance of future performance.

- **Resolution Period.** If any timely filed Contract Objection cannot be resolved by the Debtors and the Objecting Party, the Court shall resolve such Contract Objection prior to assumption and assignment of such designated Contract, and upon entry of an order by the Court resolving such Contract Objection, the assumption and assignment, if approved by the Court, shall be deemed effective as of the date such Objecting Party receives the Assumption Notice. To the extent that any Contract Objection cannot be resolved by the parties, such Contract shall be assumed and assigned only upon satisfactory resolution of the Contract Objection, and until such time as the Contract Objection can be resolved, the Contract shall be conditionally assumed and assigned pending a resolution of the Contract Objection after notice and a hearing. Notwithstanding anything to the contrary herein, the Stalking Horse Purchaser shall not be required to assume any Contract except as expressly designated for assumption, in the Stalking Horse Purchaser's sole and absolute discretion, in accordance with the Stalking Horse Purchase Agreement.
- **Form of Objections.** Contract Objections must: (a) be in writing; (b) state with specificity the nature of such objection and alleged cure amount, including applicable and appropriate documentation in support of such alleged cure amount; and (c) comply with the Bankruptcy Rules and the Local Rules.

V. The Sale Hearing Notice.

23. The Sale Notice is hereby approved. On or within three (3) business days following entry of this Order, the Debtors shall cause the Sale Notice to be served on: (a) the U.S. Trustee; (b) counsel to any statutory committee appointed in these chapter 11 cases; (c) counsel to the Stalking Horse Purchaser; (d) counterparties to the Contracts (the "Contract Counterparties"); (e) all parties who have expressed a written interest in some or all of the Assets; (f) all parties who are known or reasonably believed, after reasonable inquiry, to have asserted any lien, encumbrance, claim, or interest in the Assets; (g) the Internal Revenue Service; (h) all applicable state and local taxing authorities; (i) all the Debtors' other creditors; (j) each governmental agency that is an interested party with respect to the Sale and transactions proposed thereunder; and (k) all parties that have requested or that are required to receive notice

pursuant to Bankruptcy Rule 2002 (the parties in (a) through (k), collectively, the “Notice Parties”).

24. The Debtors are authorized and directed to publish an abbreviated version of the Sale Notice in *The USA Today (National Edition)* and *The Los Angeles Times* at least ten (10) days prior to the Auction.

VI. Miscellaneous.

25. For the avoidance of doubt and notwithstanding anything herein to the contrary, nothing in this Order, the Bidding Procedures or the Motion shall, or shall be construed to, in any way amend, impair, prejudice, alter or otherwise modify the terms of the Stalking Horse Purchase Agreement or the Stalking Horse Purchaser’s rights thereunder, and the Stalking Horse Purchase Agreement shall remain in full force and effect unless terminated in accordance with its terms.

26. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

27. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

28. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

29. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated _____, 2020
Wilmington, Delaware

THE HONORABLE [●]
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Bidding Procedures

Exhibit 2

Sale Notice

PLEASE TAKE FURTHER NOTICE that, if the Debtors receive qualified competing bids within the requirements and time frame specified by the Bidding Procedures, the Debtors will conduct an auction (the “Auction”) of the Assets on [●], 2020 at [●]:00 a.m. (prevailing Eastern Time) virtually via online videoconference (or at any other location as the Debtors may hereafter designate on proper notice with the reasonable consent of the Stalking Horse Purchaser).

PLEASE TAKE FURTHER NOTICE that the Debtors will seek approval of the Sale at a hearing scheduled to commence on or before [●], 2020, at [●]:00 a.m. (prevailing Eastern Time) (the “Sale Hearing”) before the Honorable [●], United States Bankruptcy Judge for the Bankruptcy Court for the District of Delaware, at 824 North Market Street, 6th Floor, Courtroom No. [●], Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE that, except as otherwise set forth in the Bidding Procedures Order with respect to any objections to proposed cure amounts or the assumption and assignment of Contracts, objections to the relief requested in the Sale Motion must: (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules and the Local Rules; (c) state with particularity the legal and factual basis for the objection and the specific grounds therefor; and (d) be filed with the Court and served so as to be actually received by December [●], 2020, at 5:00 p.m. (prevailing Eastern Time) (*provided* that objections solely stemming from the conduct of the Auction or the identity of the Successful Bidder (if different than the Stalking Horse Purchaser) may be filed on or before [●], 2020 at 5:00 p.m. (prevailing Eastern Time)) by the following parties (the “Objection Notice Parties”):

Proposed Counsel to the Debtors	Proposed Co-Counsel to the Debtors
Bryan Cave Leighton Paisner LLP 120 Broadway, Suite 300 Santa Monica, CA 90401 Attn.: Sharon Weiss	Culhane Meadows, PLLC 4023 Kennett Pike #165 Wilmington, Delaware 19807 Attn: Mette H. Kurth
The United States Trustee	Counsel to the Stalking Horse Purchaser
Office of the United States Trustee for the District of Delaware 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 Attn: Benjamin Hackman	Hunton Andrews Kurth LLP 200 Park Avenue New York, New York 10166 Attn: Peter S. Partee, Sr.

CONSEQUENCES OF FAILING TO TIMELY MAKE AN OBJECTION

ANY PARTY OR ENTITY WHO FAILS TO TIMELY MAKE AN OBJECTION TO THE SALE ON OR BEFORE THE SALE OBJECTION DEADLINE IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE DEBTORS’ ASSETS FREE AND CLEAR OF

ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, EXCEPT AS SET FORTH IN THE APPLICABLE PURCHASE AGREEMENT.

NO SUCCESSOR OR TRANSFeree LIABILITY

The Stalking Horse Purchase Agreement and proposed Sale Order provide that the Stalking Horse Purchaser and/or Successful Bidder, if applicable, will have no responsibility for, and the Assets will be sold free and clear of, any successor liability, including the following: (a) any liability or other obligation of the Debtors' estates or related to the Assets other than as expressly set forth in the applicable Purchase Agreement; or (b) any claims against the Debtors, their estates, or any of their predecessors or affiliates. Except as expressly provided in the Sale Order or the applicable Purchase Agreement, the Stalking Horse Purchaser or Successful Bidder shall have no liability whatsoever with respect to the Debtors' estates' (or their predecessors' or affiliates') respective businesses or operations or any of the Debtors' estates' (or their predecessors' or affiliates') obligations (as described below, "Successor or Transferee Liability") based, in whole or part, directly or indirectly, on any theory of successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, successor or transferee liability, labor law, de facto merger, or substantial continuity, whether known or unknown as of the Closing Date (as defined in the applicable purchase agreement), now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising prior to the closing of the Sale, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of any of the Assets prior to the closing of the Sale.

PLEASE TAKE FURTHER NOTICE that copies of the Sale Motion, Bidding Procedures, and Bidding Procedures Order, as well as all related exhibits, including the Stalking Horse Purchase Agreement and the proposed Sale Order, are available: (a) upon request to Stretto (the notice and claims agent retained in these chapter 11 cases) by calling [●]; (b) by visiting the website maintained in these chapter 11 cases at <https://cases.stretto.com/RenovateAmerica>; or (c) for a fee via PACER by visiting <http://www.deb.uscourts.gov>.

PLEASE TAKE FURTHER NOTICE that you may obtain additional information concerning the above-captioned chapter 11 cases at the website maintained in these chapter 11 cases at <https://cases.stretto.com/RenovateAmerica>.

[Remainder of page intentionally left blank.]

Dated: December [●], 2020
Wilmington, Delaware

/s/ Mette H. Kurth

Mette H. Kurth (DE Bar No. 6496)
CULHANE MEADOWS, PLLC
4023 Kennett Pike #165
Wilmington, Delaware 19807
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- and -

Sharon Z. Weiss (*pro hac vice* admission pending)
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- and -

Timothy R. Bow (*pro hac vice* admission pending)
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Email: timothy.bow@bclplaw.com

*Proposed Co-Counsel to the Debtors and Debtors
in Possession*

Exhibit 3

Contract Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
	)	Chapter 11
RENOVATE AMERICA, INC., <i>et al.</i> , ¹	)	Case No.
Debtors.	)	(Joint Administration Requested)

**NOTICE OF POSSIBLE
ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES AND RELATED CURE AMOUNTS**

PLEASE TAKE NOTICE that on [●], 2020, the above-captioned debtors and debtors in possession (the “Debtors”) filed the *Motion of the Debtors for Entry of (I) An Order (A) Approving Bidding Procedures and Bid Protections in Connection with the Sale of the Debtors’ Benji Assets, (B) Approving The Form And Manner of Notice Thereof, and (C) Scheduling an Auction and Sale Hearing, (D) Approving Procedures for the Assumption and Assignment of Contracts, and (E) Granting Related Relief and (II) An Order (A) Approving the Asset Purchase Agreement Between the Debtors and the Purchaser, and (B) Authorizing The Sale Of The Debtors’ Benji Assets Free and Clear Of Liens, Claims, Encumbrances, and Interests, (C) Authoring the Assumption and Assignment of Contracts, and (D) Granting Related Relief [Docket No. [●]] (the “Sale Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Court”) seeking, among other things, entry of an order (the “Sale Order”) authorizing and approving: (a) the sale of substantially all of the Debtors’ “Benji” business assets (the “Assets”) to [●] (the “Stalking Horse Purchaser”) free and clear of liens, claims, encumbrances, and other interests, with all such liens, claims, encumbrances, and other interests attaching with the same validity and priority to the sale proceeds, except as set forth in the Stalking Horse Purchase Agreement and subject to higher or otherwise better offers (the “Sale”), and (b) procedures for the assumption and assignment of executory contracts and unexpired leases (collectively, the “Contracts”). Capitalized terms used but not defined herein shall have the meanings set forth in the Sale Motion.*

PLEASE TAKE FURTHER NOTICE that on [●], 2020, the Court entered an order [Docket No. [●]] (the “Bidding Procedures Order”) granting certain of the relief sought in the Sale Motion, including, among other things, approving: (a) the bidding procedures (the “Bidding Procedures”) for the Sale of the Assets; and (b) procedures for the assumption and assignment of the Contracts (the “Assumption Procedures”).

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Renovate America, Inc. (4352) and Personal Energy Finance, Inc. (8208). The Debtors’ service address is: 16870 W. Bernardo Dr., Suite 408 San Diego, California 92127.

PLEASE TAKE FURTHER NOTICE that the Debtors will seek approval of the Sale at a hearing scheduled to commence on or before [●], 2020, at [●]:00 a.m. (prevailing Eastern Time) (the “Sale Hearing”) before the Honorable [●], United States Bankruptcy Judge for the Bankruptcy Court for the District of Delaware, at 824 North Market Street, 6th Floor, Courtroom No. [●], Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE that upon the closing of the Sale, the Debtors may assume and assign to the Stalking Horse Purchaser, or any other Successful Bidder arising from the Auction (as defined in the Bidding Procedures Order), the Contracts and any modifications thereto (collectively, the “Contracts”) set forth on Exhibit A attached hereto, subject to (a) the Stalking Horse Purchaser’s right to designate certain of the Contracts as Assigned Contracts or remove certain Contracts from the list of Assigned Contracts pursuant to the Stalking Horse Purchase Agreement or (b) any similar right of any other Successful Bidder arising from the Auction. In addition, the cure amounts, if any, necessary for the assumption and assignment of the Contracts (the “Cure Amounts”) are set forth on Exhibit A attached hereto.

PLEASE TAKE FURTHER NOTICE that the Debtors have evaluated the financial wherewithal of the Stalking Horse Purchaser (*e.g.*, financial credibility, willingness, and ability of the interested party to perform under the Contracts) and believe that the Stalking Horse Purchaser’s financial health, agreement to pay cure amounts related to the Assigned Contracts, and commitment to pay obligations as they come due satisfies the requirements of adequate assurance of future performance under section 365(f)(2)(B) of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that, after the Bid Deadline has occurred, the Debtors will separately identify the Contracts designated for assumption and assignment by each Qualified Bidder and furnish adequate assurance information demonstrating the ability of each Qualified Bidder (other than the Stalking Horse Purchaser) to comply with the requirements of adequate assurance of future performance under section 365(f)(2)(B) of the Bankruptcy Code, including, without limitation, each Qualified Bidder’s financial wherewithal and willingness to perform under the Assigned Contracts.

PARTIES LISTED ON EXHIBIT A ATTACHED HERETO ARE RECEIVING THIS NOTICE BECAUSE THE DEBTORS HAVE IDENTIFIED THEM AS A COUNTERPARTY TO A CONTRACT. Under the terms of the Assumption Procedures, the Stalking Horse Purchaser or Successful Bidder may designate one or more Contracts for assumption and assignment in accordance with the Stalking Horse Purchase Agreement or the Successful Bidder’s purchase agreement, as applicable. Any counterparty to a Contract assumed by the Debtors and assigned to the Stalking Horse Purchaser or other Successful Bidder will receive a subsequent notice of such assumption and assignment.

Filing Assumption and Assignment Objections

Pursuant to the Assumption Procedures, objections to the proposed assumption and assignment of a Contract, including any objection relating to the Cure Amount and/or adequate assurance of future performance (collectively, a “Contract Objection”), must: (a) be in writing; (b) state with specificity the nature of such objection and alleged Cure Amount, including applicable and appropriate documentation in support of such alleged Cure Amount; (c) comply

with the Bankruptcy Rules and the Local Rules; (d) for Contract Objections to any Cure Amount set forth on **Exhibit A** attached hereto or to the assumption and assignment of an Assigned Contract to the Stalking Horse Purchaser, be filed with the Court and served so as to be *actually received* by **[●], 2020 at 5:00 p.m. (prevailing Eastern Time)**; and (e) for Contract Objections to the adequate assurance of future performance by a Qualified Bidder other than the Stalking Horse Purchaser, be filed with the Court and served so as to be *actually received* at or prior to the Sale Hearing, which is scheduled on or before **[●], 2020, at [●]:00 a.m. (prevailing Eastern Time)**.

Any timely filed Contract Objections made prior to the Sale Hearing will be considered at the Sale Hearing, or another date agreed to by the parties, and must be served on the following parties:

Proposed Counsel to the Debtors	Proposed Co-Counsel to the Debtors
Bryan Cave Leighton Paisner LLP 120 Broadway, Suite 300 Santa Monica, CA 90401 Attn.: Sharon Weiss	Culhane Meadows, PLLC 4023 Kennett Pike #165 Wilmington, Delaware 19807 Attn: Mette H. Kurth
The United States Trustee	Counsel to the Stalking Horse Purchaser
Office of the United States Trustee for the District of Delaware 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 Attn: Benjamin Hackman	Hunton Andrews Kurth LLP 200 Park Avenue New York, New York 10166 Attn: Peter S. Partee, Sr.

If any timely filed Contract Objection cannot be resolved by the Debtors and the objecting party, the Court shall resolve such Contract Objection prior to assumption and assignment of such designated Contract, and upon entry of an order by the Court resolving such Contract Objection, the assignment, if approved by the Court, shall be deemed effective as of the date such objecting party receives the Assumption Notice. To the extent that any Contract Objection cannot be resolved by the parties, such Contract shall be assumed and assigned only upon satisfactory resolution of the Contract Objection, and until such time as the Contract Objection can be resolved, the Contract shall be conditionally assumed and assigned pending a resolution of the Contract Objection after notice and a hearing. Notwithstanding anything to the contrary herein, the Stalking Horse Purchaser shall not be required to assume any Contract except as expressly designated for assumption, in the Stalking Horse Purchaser's sole and absolute discretion, in accordance with the Stalking Horse Purchase Agreement.

CONSEQUENCES OF FAILING TO TIMELY FILE AND SERVE AN OBJECTION

ANY COUNTERPARTY TO A CONTRACT WHO FAILS TO TIMELY FILE AND SERVE AN OBJECTION TO THE PROPOSED ASSUMPTION AND ASSIGNMENT OF A CONTRACT AND/OR THE CURE AMOUNT SET FORTH ON EXHIBIT A ATTACHED HERETO IN ACCORDANCE WITH THE BIDDING

PROCEDURES ORDER AND THE ASSUMPTION PROCEDURES SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE ASSUMPTION AND ASSIGNMENT OF THE CONTRACT AND/OR THE CURE AMOUNT SET FORTH ON EXHIBIT A ATTACHED HERETO, INCLUDING ASSERTING ADDITIONAL CURE AMOUNTS WITH RESPECT TO THE CONTRACT RELATING TO ANY PERIOD PRIOR TO THE TIME OF ANY ASSUMPTION AND ASSIGNMENT.

Obtaining Additional Information

Additional copies of the Bidding Procedures Order, the Bidding Procedures, and any other related documents are available: (a) upon request to Stretto (the notice and claims agent retained in these chapter 11 cases) by calling [●]; (b) by visiting the website maintained in these chapter 11 cases at <https://cases.stretto.com/RenovateAmerica>; or (c) for a fee via PACER by visiting <http://www.deb.uscourts.gov>.

[Remainder of page intentionally left blank.]

Dated: December [●], 2020
Wilmington, Delaware

/s/ Mette H. Kurth

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- and -

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Timothy R. Bow (*pro hac vice* admission pending)
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Email: timothy.bow@bclplaw.com

*Proposed Co-Counsel to the Debtors and Debtors
in Possession*

Exhibit A

Contracts

Contracts¹

<u>Debtor</u>	<u>Counterparty</u>	<u>Description of Contract or Lease</u>	<u>Cure Amount</u>

¹ The presence of a contract or lease on this Exhibit A does not constitute an admission by the Debtors that such contract is an executory contract or such lease is an unexpired lease pursuant to section 365 of the Bankruptcy Code or any other applicable law, and the Debtors reserve all rights to withdraw any proposed assumption and assignment or to reject any contract or lease at any time before such contract or lease is assumed and assigned pursuant to an order of the Court.

Exhibit 4

Assumption Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
)	
RENOVATE AMERICA, INC., <i>et al.</i> , ¹	)	Case No.
)	
Debtors.	)	(Joint Administration Requested)
)	

**NOTICE OF PROPOSED ASSIGNMENT
OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

PLEASE TAKE NOTICE that on [●], 2020, the above-captioned debtors and debtors in possession (the “Debtors”) filed the *Motion of the Debtors for Entry of (I) An Order (A) Approving Bidding Procedures and Bid Protections in Connection with the Sale of the Debtors’ Benji Assets, (B) Approving The Form And Manner of Notice Thereof, and (C) Scheduling an Auction and Sale Hearing, (D) Approving Procedures for the Assumption and Assignment of Contracts, and (E) Granting Related Relief and (II) An Order (A) Approving the Asset Purchase Agreement Between the Debtors and the Purchaser, and (B) Authorizing The Sale Of The Debtors’ Benji Assets Free and Clear Of Liens, Claims, Encumbrances, and Interests, (C) Authoring the Assumption and Assignment of Contracts, and (D) Granting Related Relief* [Docket No. [●]] (the “Sale Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Court”) seeking, among other things, entry of an order (the “Sale Order”) authorizing and approving: (a) the sale of substantially all of the Debtors’ “Benji” business assets (the “Assets”) to [●] (the “Stalking Horse Purchaser”) free and clear of liens, claims, encumbrances, and other interests, with all such liens, claims, encumbrances, and other interests attaching with the same validity and priority to the sale proceeds, except as set forth in the Stalking Horse Purchase Agreement and subject to higher or otherwise better offers (the “Sale”); and (b) procedures for the assumption and assignment of executory contracts and unexpired leases (collectively, the “Contracts”). Capitalized terms used but not defined herein shall have the meanings set forth in the Sale Motion.

PLEASE TAKE FURTHER NOTICE that on [●], 2020, the Court entered an order [Docket No. [●]] (the “Bidding Procedures Order”) granting certain of the relief sought in the Sale Motion, including, among other things, approving: (a) the bidding procedures (the “Bidding Procedures”) for the Sale of the Assets; and (b) procedures for the assumption and assignment of the Contracts (the “Assumption Procedures”).

PLEASE TAKE FURTHER NOTICE that, accordingly, pursuant to the Assumption Procedures and by this written notice, the Debtors hereby notify you that they have determined,

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Renovate America, Inc. (4352) and Personal Energy Finance, Inc. (8208). The Debtors’ service address is: 16870 W. Bernardo Dr., Suite 408 San Diego, California 92127.

in the exercise of their business judgment, that the Contracts and any modifications thereto set forth on Exhibit A attached hereto (collectively, the “Assigned Contracts”) shall be assumed and assigned to the Stalking Horse Purchaser, subject to the Stalking Horse Purchaser’s payment of the cure amounts set forth on Exhibit A, or such other cure amounts that are agreed to by the parties.

PLEASE TAKE FURTHER NOTICE that, as set forth more fully in the Stalking Horse Purchase Agreement, the Stalking Horse Purchaser has the right under certain circumstances to designate additional Contracts as Assigned Contracts or remove certain Contracts from the list of Assigned Contracts prior to Closing (as defined in the Stalking Horse Purchase Agreement).

PLEASE TAKE FURTHER NOTICE that copies of the Bidding Procedures Order and the Bidding Procedures and any other related documents are available: (a) upon request to Stretto (the notice and claims agent retained in these chapter 11 cases) by calling [●]; (b) by visiting the website maintained in these chapter 11 cases at <https://cases.stretto.com/RenovateAmerica>; or (c) for a fee via PACER by visiting <http://www.deb.uscourts.gov>.

PLEASE TAKE FURTHER NOTICE that, except as otherwise provided by the Bidding Procedures Order, the time for filing objections to (a) the cure amounts related to the Assigned Contracts, (b) the Debtors’ ability to assume and assign any Assigned Contract, and (c) adequate assurance of future performance by the assumption and assignment to the Stalking Horse Purchaser has passed and no further notice or action is necessary with respect to such matters.

[Remainder of page intentionally left blank.]

Dated: December [●], 2020
Wilmington, Delaware

/s/ Mette H. Kurth

Mette H. Kurth (DE Bar No. 6496)
CULHANE MEADOWS, PLLC
4023 Kennett Pike #165
Wilmington, Delaware 19807
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- and -

Sharon Z. Weiss (*pro hac vice* admission pending)
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Santa Monica, California 90401
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Facsimile: (310) 576-2200
Email: sharon.weiss@bclplaw.com

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161 North Clark Street, Suite 4300
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Facsimile: (312) 602-5050
Email: timothy.bow@bclplaw.com

*Proposed Co-Counsel to the Debtors and Debtors
in Possession*

Exhibit A

Assigned Contracts

Assigned Contracts¹

<u>Debtor</u>	<u>Counterparty</u>	<u>Description of Assigned Contract or Lease</u>	<u>Cure Amount</u>

¹ The presence of a contract or lease on this Exhibit A does not constitute an admission by the Debtors that such contract is an executory contract or such lease is an unexpired lease pursuant to section 365 of the Bankruptcy Code or any other applicable law, and the Debtors reserve all rights to withdraw any proposed assumption and assignment or to reject any contract or lease at any time before such contract or lease is assumed and assigned pursuant to an order of the Court.

Exhibit B

Proposed Form of Sale Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
)	
RENOVATE AMERICA, INC., <i>et al.</i> , ¹	)	Case No. 20-_____ (____)
)	
Debtors.	)	(Joint Administration Requested)
)	

BIDDING PROCEDURES

On December 21, 2020, the Debtors entered into an asset purchase agreement (the “Stalking Horse Purchase Agreement”) with Finance of America Mortgage LLC (the “Stalking Horse Purchaser”) pursuant to which the Stalking Horse Purchaser proposes to purchase, acquire, and take assignment and delivery of, free and clear of all liens, claims, encumbrances, and other interests (except as otherwise provided in the Stalking Horse Purchase Agreement), substantially all of the assets related to the Debtors’ “Benji” business (the “Assets”). A copy of the Stalking Horse Purchase Agreement will be made available to interested parties and serve as the form of asset purchase agreement and as the basis for bids in connection with this process.

On December 21, 2020 (the “Petition Date”), the Debtors filed for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Court”). On December [●], 2020, the Court entered an order approving these bidding procedures (these “Bidding Procedures,” and such order, the “Bidding Procedures Order”),² in the Debtors’ jointly-administered chapter 11 cases (the “Chapter 11 Cases”). The Bankruptcy Court will have jurisdiction with respect to any dispute that may arise with respect to these Bidding Procedures.

These Bidding Procedures set forth the process by which the Debtors are authorized to conduct an auction for the sale (the “Sale”) of the Assets. The Debtors have requested that the Court hold a hearing for approval of the Sale on February [18], 2021 at __: __ .m. (the “Sale Hearing”).

The Debtors selected the Stalking Horse Bid (as defined below) following significant prepetition marketing, which culminated in a closed bidding process (the “Stalking Horse Bidding Process”). After announcing the Stalking Horse Bid after the filing of the Chapter 11

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Renovate America, Inc. (4352) and Personal Energy Finance, Inc. (8208). The Debtors’ service address is: 16870 W. Bernardo Dr., Suite 408 San Diego, California 92127.

² Capitalized terms used but not defined herein have the meanings ascribed to them in the Bidding Procedures Order or the Stalking Horse Purchase Agreement, as applicable.

Cases, the Debtors will conduct a round of open bidding (the “Open Bidding Process”) culminating in an auction intended to obtain a higher or otherwise best bid for the benefit of the Debtors’ estates for the Assets (the “Auction”).

The Stalking Horse Purchase Agreement contemplates that the Stalking Horse Purchaser will acquire all of the Purchased Assets (as defined in the Stalking Horse Purchase Agreement). The Debtors will consider competing bids seeking to acquire the Assets and any of the Debtors’ other assets to the extent not included in the Assets, to the extent such bids comply with these Bidding Procedures and the Bidding Procedures Order.

I. General Provisions.

The Debtors provide these Bidding Procedures for use by Potential Bidders (defined below) and Qualified Bidders (defined below) in submitting bids proposing a transaction to purchase the Assets (and any of the Debtors’ other assets, to the extent not included in the Assets), and, as necessary, qualifying for and participating in the Auction.

A. Submissions to the Debtors.

All submissions to the Debtors required to be made under these Bidding Procedures must be directed to each of the following persons unless otherwise provided (collectively, the “Debtors’ Representatives”):

Proposed Counsel to the Debtors	Proposed Co-Counsel to the Debtors
Bryan Cave Leighton Paisner LLP 120 Broadway, Suite 300 Santa Monica, California 90401 Attn: Sharon Weiss; David Andersen	Culhane Meadows, PLLC 4023 Kennett Pike #165 Wilmington, Delaware 19807 Attn: Mette H. Kurth
Bryan Cave Leighton Paisner LLP 161 North Clark Street, Suite 4300 Chicago, Illinois 60601 Attn: Timothy R. Bow	
Proposed Financial Advisor	Proposed Auctioneer
B. Riley Fin 555 W 5th Street, Suite 3725 Los Angeles, California 90013 Attn: Brad Smith	Armanino LLP 12657 Alcosta Boulevard, Suite 500 San Ramon, California 94583 Attn: David Miller

Any party desiring to obtain a copy of the Stalking Horse Purchase Agreement, a form of Non-Disclosure Agreement (as defined below) or other information regarding the sale process may do so by contacting the Debtors' Representatives.

B. Important Dates.

The following is a table setting forth key dates and deadlines with respect to the sale process:

Event or Deadline	Date and Time
Bid Deadline	February 9, 2021 at 8:00 p.m. (ET)
Deadline to Object to Sale (for all objections other than those stemming from the conduct of the Auction or the identity of the Successful Bidder (if different than the Stalking Horse Purchaser))	February 9, 2021 at 5:00 p.m. (ET)
Contract Objection Deadline	February 9, 2021 at 5:00 p.m. (ET)
Selection of Qualified Bids	As promptly as practicable after a Potential Bidder delivers an executed Non-Disclosure Agreement and submits a Written Offer, and in any event not later than 3:00 p.m. (prevailing Eastern Time) one (1) business day preceding the Auction.
Auction (virtually, if necessary)	February 12, 2021 at 1:00 p.m. (ET)
Deadline to File Notice Designating Successful Bidder	One (1) business day after conclusion of Auction (if necessary)
Supplemental Deadline to Object to Adequate Assurance of Future Performance if Successful Bidder is different than the Stalking Horse Purchaser	February 16, 2021 at 4:00 p.m. (ET)
Deadline to Object to the Sale solely based on the (a) conduct of the Auction or (b) identity of the Successful Bidder (if different than the Stalking Horse Purchaser)	February 16, 2021 at 4:00 p.m. (ET)
Sale Hearing (subject to the Court's	February [18], 2021 at __:__.m. (ET)

Event or Deadline	Date and Time
availability)	
Transferred Contract Designation Deadline	Thirty (30) days after closing of the Sale

II. Potential Bidders, Non-Disclosure Agreements, and Access to Due Diligence.

Any person or entity wishing to bid on the Assets other than the Stalking Horse Purchaser (each a “Potential Bidder”) must execute and deliver (unless previously delivered) to the Debtors:

1. an executed confidentiality and non-disclosure agreement (a “Non-Disclosure Agreement”) in form and substance acceptable to the Debtors; and
2. preliminary proof by the Potential Bidder of its financial capacity to close a proposed transaction, which may include financial statements of, or verified financial commitments obtained by, the Potential Bidder (or, if the Potential Bidder is an entity formed for the purpose of acquiring the Assets, the party that will bear liability for a breach), the adequacy of which will be assessed by the Debtors and their advisors.

The Debtors, in their sole discretion, will afford a Potential Bidder who executes and delivers a Non-Disclosure Agreement due diligence access or such additional information as may be reasonably requested by the Potential Bidder that the Debtors, in their business judgment, determine to be reasonable and appropriate, including, without limitation, access to the Debtors’ confidential electronic data room, reasonable access, during normal business hours, to the Debtors’ management, and access to all relevant information regarding the Assets reasonably necessary to enable a Potential Bidder to evaluate the proposed Sale; provided that, prior to accessing such information, any such Potential Bidder has evidenced the financial wherewithal and ability to consummate the Sale. Debtors’ counsel and financial advisors will coordinate all due diligence access and requests for additional information from such Potential Bidders. The Debtors shall not be obligated to furnish any due diligence information after the conclusion of the Auction other than to the Successful Bidder (defined below) or any Backup Bidder. Neither the Debtors (nor their members, partners, or shareholders), their counsel nor their advisors are responsible for, or will bear liability with respect to, any information obtained by Potential Bidders in connection with due diligence. Notwithstanding anything contained herein to the contrary, to the extent the Debtors believe that providing access to Potential Bidders to certain sensitive commercial information is not advisable, the Debtors, in their business judgment, will decide what, if any, diligence information to make available to a particular Potential Bidder, and neither the Debtors nor their representatives will be obligated to furnish any information of any kind whatsoever to any party.

Each Potential Bidder shall comply with all reasonable requests for information and due diligence access by the Debtors or their advisors regarding the ability of such Potential Bidder, as applicable, to consummate the proposed Sale.

III. Qualified Bidders and Requirements for a Qualified Bid.

A “Qualified Bidder” is any Potential Bidder that: (a) delivers to the Debtors an executed Non-Disclosure Agreement, (b) demonstrates to the Debtors a reasonable certainty of the ability to close the Sale in a timely manner (including the financial capability to close the Sale and the ability to obtain any the necessary governmental, licensing, regulatory, or other approvals necessary for such Sale, if any), and (c) submits a Written Offer (as defined below) that satisfies all requirements of a Qualified Bid as set forth below, *provided* that, except for the requirements set forth in sections III(i)-(iv), III(vi)-(viii), III(x)–III(xiii), and III(xviii) of these Bidding Procedures, the Debtors may in their reasonable discretion waive one or more requirements for a Qualified Bidder. Notwithstanding anything to the contrary in these Bidding Procedures, all substantive direct communications with Qualified Bidders shall be through the Debtors’ Representatives.

In order to become a Qualified Bidder and participate in the Auction, if any, a Potential Bidder must deliver to counsel to the Debtors a written offer (each, a “Written Offer”), which is deemed to be a Qualified Bid. To be deemed a “Qualified Bid”, a Written Offer must meet each of the requirements listed below (collectively, the “Bid Requirements”):

- (i) Delivery: Be delivered no later than 8:00 p.m. (prevailing Eastern Time) on February 9, 2021 (the “Bid Deadline”).
- (ii) Executed Agreement: Be accompanied by (a) a clean and duly executed and binding asset purchase agreement (together with the exhibits and schedules thereto, a “Modified Purchase Agreement”), and (b) a marked Modified Purchase Agreement reflecting any variations from the Stalking Horse Purchase Agreement, both of which shall be subject to section III(xii) hereof; *provided* that the Debtors reserve the right to consider modifications to, and/or the exclusion of certain provisions in, any Modified Purchase Agreement in determining whether a bid is the best and highest bid.
- (iii) Designation of Assumed and Assigned Contracts and Leases and Adequate Assurance of Future Performance: Contain a list of any and all executory contracts and unexpired leases of the Debtors that are anticipated to be assumed and assigned in connection with a Sale (each a “Contract” and, collectively, the “Contracts” and once assumed, or assumed and assigned, an “Assigned Contract”) to the extent such list is not included in the Modified Purchase Agreement, provided that the list of Assigned Contracts may be changed at any time prior to thirty (30) days following the closing of the Sale. The Potential Bidder also must include written documentation sufficient to demonstrate the Potential Bidder’s ability to provide adequate assurance of future performance for the benefit of the non-Debtor parties to the Contracts on the list, including: (a) the specific name of the entity to whom the Contract will be assigned; and (b) the Qualified Bidder’s ability to comply with section 365 of the Bankruptcy Code, including providing adequate assurance of such Qualified Bidder’s (or any other relevant assignee’s) ability to perform future obligations arising under any Assigned Contracts

included in its bid. The Debtors may require information evidencing the Qualified Bidder's (or any other relevant assignee's) financial wherewithal and willingness to perform under any Assigned Contracts included in the bid, which information may include (x) a corporate organizational chart or similar disclosure identifying corporate ownership and control, (y) financial statements, and (z) tax returns (collectively, the "Adequate Assurance Information"). Adequate Assurance Information must be in a form that will permit its immediate dissemination to counterparties. Should the Potential Bidder be a newly formed entity (a "Newco"), written evidence of adequate assurance of future performance should also include when such Newco was formed, the relevant financial information of the equity sponsors of the Newco, how it will be financed together with evidence of firm financial commitments, and identify what credit enhancements will be available to guarantee the obligations under the Assigned Contracts.

- (iv) Proof of Financial Ability to Perform: Contain evidence of financing, access to funds or such other financial and other information that will reasonably allow the Debtors to make a determination as to such Qualified Bidder's financial and other capabilities to consummate the transactions contemplated by the Modified Purchase Agreement, which evidence is satisfactory to the Debtors, including, without limitation, such financial and other information setting forth adequate assurance under section 365 of the Bankruptcy Code in a form requested by the Debtors. Should the Potential Bidder be a newly formed entity (any such entity, a "Newco"), such information shall be provided in respect of the Newco's equity sponsors of Newco.
- (v) Identification of Parties to Participate: To the Debtors' satisfaction, (a) fully disclose the identity of each entity or person that will be bidding for the Assets or otherwise participating in connection with such bid, (b) the terms of any such participation, and if an entity has been formed for the purpose of acquiring some, or all, of the Assets, the parties that will bear liability for any breach by such entity, and (c) the ability of such parties to obtain government, licensing or regulatory approval in connection with the consummation of any Sale.
- (vi) Irrevocable: State that the Written Offer is irrevocable until (a) the closing of the Sale, if such Potential Bidder is deemed a Qualified Bidder, and such Qualified Bidder is designated as a Successful Bidder (as defined below), or (b) if such Potential Bidder is deemed a Qualified Bidder, and such Qualified Bidder is designated as a Backup Bidder (as defined below), until the earliest of (x) two (2) business days after the closing of the transaction(s) by which all of the Assets that were subject to such Backup Bid (as defined below) have been transferred to one or more Qualified Bidders pursuant to these Bidding Procedures, (y) ninety (90) days after the date of the Auction, and (z) May 15, 2021 (the "Backup Bid Expiration Date").

- (vii) No Break-Up Fee or Expense Reimbursement: Not request or entitle the Potential Bidder to any transaction or break-up fee, expense reimbursement, or similar type of payment; *provided* that the Stalking Horse Purchase Agreement shall contain a break-up fee and expense reimbursement, as approved in the Bidding Procedures Order.
- (viii) Contingencies: Not contain any due diligence or financing contingencies.
- (ix) Authorization to Consummate Sale: Provide evidence of authorization and approval from the Potential Bidder's board of directors (or comparable governing body), if any, with respect to the submission, execution, delivery and closing of the Modified Purchase Agreement to the Debtors' satisfaction.
- (x) Purchase Price: Provide for a total consideration equal to or greater than the Purchase Price stated in the Stalking Horse Purchase Agreement (which is comprised of (A) Buyer's assumption of the Assumed Liabilities, and (B) \$5,000,000.00 plus the Loan Purchase Price plus the Contract Prepayment Amount), plus (x) the amount of the Break-Up Fee (\$400,000), plus (y) the Expense Reimbursement (not to exceed \$250,000) (each as defined and set forth in the Stalking Horse Purchase Agreement), plus (z) a minimum overbid amount of \$100,000, which in the aggregate is a minimum overbid amount of \$750,000.
- (xi) Good Faith Offer: Constitute a good faith, bona fide offer to purchase the "Benji" Assets (including any of the Debtors' other assets) or substantially all of the Debtors' assets.
- (xii) Same or Better Terms: Be on terms that, in their totality, are determined by the Debtors, in their business judgment, to be the same or better than the terms set forth in the Stalking Horse Purchase Agreement in their totality.
- (xiii) Good Faith Deposit: Provide a good faith deposit (the "Good Faith Deposit") submitted via federal wire transfer in immediately available funds in accordance with the wire instructions to be provided by the Debtors, or such other form as is acceptable to the Debtors, in an amount equal to \$250,000, which is 5 percent of the \$5,000,000 cash portion of the Purchase Price.
- (xiv) Anticipated Timeline: Set forth the anticipated timeframe for (a) obtaining any required government, regulatory, or other approvals, and (b) consummating the Sale within the requirements of subparagraph (xvii) below.
- (xv) Agreement with Bidding Procedures, Provision of Additional Information and Submission to Bankruptcy Court Jurisdiction: Include a written acknowledgement by such Potential Bidder that it (a) agrees to the terms of the Bidding Procedures; (b) agrees to provide such other information as may be reasonably requested in writing by the Debtors prior to the Auction; and (c)

confirms that the Potential Bidder submits to the jurisdiction of the Bankruptcy Court.

- (xvi) As-Is, Where-Is: Include a written acknowledgement that the Sale will be conducted on an As-Is, Where-Is Basis in accordance with section F of these Bidding Procedures.
- (xvii) Closing Date: Provide for a closing date (the “Closing Date”) and conditions to close, as set forth in Article VII of the Stalking Horse Purchase Agreement.
- (xviii) Replacement DIP Facility: Provide for, in form and substance satisfactory to the Debtors and each Lender (as defined in the FAM DIP Credit Agreement)³ in its sole reasonable discretion, an executed commitment to: (a)(1) repay the aggregate Outstanding Principal Balance and all accrued unpaid Interest, together with all other Indebtedness under the FAM DIP Credit Agreement (such amount, the “DIP Payoff Amount”) within five (5) Business Days of the Maturity Date and (2) provide financing sufficient for the Debtors to continue ordinary course operations through the Closing Date (the sufficiency of such financing under this subsection (a)(2) being in the sole discretion of the Debtors); or (b)(1) acquire from the Lender(s) (at a price equal to the DIP Payoff Amount), within five (5) Business Days of the Maturity Date, the Lenders’ right to repayment of the aggregate Outstanding Principal Balance and all accrued unpaid Interest, together with all other Indebtedness under the FAM DIP Credit Agreement, and (2) assume by assignment the obligations of the Lender(s) and Agents under the FAM DIP Credit Agreement (with the definitive assumption and assignment documents providing (x) that such assignment is without recourse to the existing Lender(s) and Agents and (y) a release of each existing Lender and Agent by the Debtors). A bid shall also provide proof of funds with respect to such commitment in either (a) or (b) of this section, which shall be in form and substance satisfactory to the Debtors and each Lender. The Stalking Horse Purchaser will provide an estimate of the DIP Payoff Amount to the Debtors two days prior to the Bid Deadline.

Between the Bid Deadline and the Auction, the Debtors may (i) negotiate or seek clarification of any Written Offer from a Qualified Bidder, (ii) request information from the Qualified Bidder, (iii) engage in discussions with the Qualified Bidder, or (iv) take such other actions contemplated under these Bidding Procedures. Without the consent of the Debtors, a Qualified Bidder may not amend, modify or withdraw its Written Offer. All changes to the form of Stalking Horse Purchase Agreement reflected in the Modified Purchase Agreement will be evaluated by the Debtors and must be acceptable to the Debtors, in their business judgment. Any Good Faith Deposit accompanying a Written Offer that the Debtors determine not to be a Qualified Bid shall be returned to the applicable Potential Bidder promptly following such determination. Not later than 24 hours after receipt of a Written Offer, the Debtors shall provide

³ Capitalized terms used but not defined in this Section III(xviii) shall have the meanings ascribed to such terms in the FAM DIP Credit Agreement.

written notice to the Stalking Horse Purchaser of any such Written Offer and the bid amount set forth therein, but may redact the identity of the Potential Bidder that submitted such Written Offer.

For the avoidance of doubt, the Stalking Horse Bid shall be deemed a Qualified Bid regardless of the foregoing requirements. Furthermore, a bid of the Stalking Horse Purchaser at the Auction will be deemed a Qualified Bid notwithstanding that such a bid (A) entitles the Stalking Horse Purchaser to a break-up fee and expense reimbursement on the same terms as the Stalking Horse Bid, (B) provides that all or a portion of the purchase price is payable in the form of a credit against all or a portion of the Secured Obligations (as defined in the FAM DIP Credit Agreement), and (C) does not include information set forth in clauses (iv), (v), (ix), (xii), or (xiii).

C. Bid Deadline.

All Qualified Bids must be received by the Debtors' Representatives prior to the Bid Deadline.

D. Determination of Qualified Bidders.

The Debtors shall, by no later than 3:00 p.m. (prevailing Eastern Time) one (1) business day prior to the Auction, (i) determine, in their business judgment, whether a Potential Bidder is a Qualified Bidder, and (ii) notify each such Potential Bidder that its Written Offer is a Qualified Bid and that such Potential Bidder is a Qualified Bidder; and (iii) provide a copy of the Opening Qualified Bid (defined below) to each Qualified Bidder. Notwithstanding anything to the contrary in the Bidding Procedures Order, the Bidding Procedures, or in the Sale Order, the Stalking Horse Purchaser shall be a Qualified Bidder.

E. No Breakup Fee or Bid Protections.

No Modified Purchase Agreement may include any breakup fee or expense reimbursement or other similar bid protections.

F. "As Is, Where Is".

Except as otherwise provided in the Final Purchase Agreement (as defined below), the Sale of the Assets shall be on an "as is, where is" basis and without representations or warranties of any kind, nature or description by the Debtors or their estates except to the extent set forth in the Final Purchase Agreement as approved by the Bankruptcy Court. Except as otherwise provided in the Final Purchase Agreement, all of the Debtors' right, title, and interest in and to the Assets subject thereto shall be sold free and clear of all liens, claims, interests, and encumbrances (collectively, the "Encumbrances") in accordance with sections 363 and 365 of the Bankruptcy Code, with such Encumbrances to attach to the net proceeds of the Sale.

Each Qualified Bidder shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all desired due diligence regarding the Assets prior to making its Qualified Bid, that it has relied solely upon its own independent review, investigation and

inspection of any documents and the Assets in making its Qualified Bid, and that it did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Assets, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Bidding Procedures or, as to the Successful Bidder(s) and the Backup Bidder(s), the terms of the Sale(s) as set forth in the final form of the Stalking Horse Purchase Agreement or any Modified Purchase Agreement(s) (the "Final Purchase Agreement") which shall be on terms mutually acceptable to the Successful Bidder and Backup Bidder, on the one hand, and the Debtors, on the other hand.

IV. Auction.

If the Debtors have determined that there are one or more Qualified Bidders (other than the Stalking Horse Purchaser), the Debtors shall conduct an Auction to determine the highest and otherwise best Qualified Bid. This determination shall take into account any factors the Debtors, in their business judgment, reasonably deem relevant and may include, among other things, the following: (i) the amount of the consideration the Debtors will receive; (ii) the number, type and nature of any changes to the Stalking Horse Purchase Agreement requested by a Qualified Bidder in its respective Modified Purchase Agreement; (iii) the extent to which such modifications are likely to delay closing of the Sale and the cost to the Debtors of such modifications or delay; (iv) the likelihood of the Qualified Bidder's ability to close the Sale and the timing thereof; and (v) the total net benefit to the Debtors' estates.

The Auction (if necessary) shall commence at 1:00 p.m. (prevailing Eastern Time) on February 12, 2021, virtually via online video conference, or such other place and time as determined by the Debtors with the reasonable consent of the Stalking Horse Purchaser (provided that, in all cases, the Stalking Horse Purchaser shall be permitted to participate virtually via online video conference), and continue thereafter until completed. The Debtors reserve the right to cancel or postpone the Auction. In compliance with Local Rule 6004-1(c)(ii)(A), any changes to the date, time or location of the Auction shall be set forth on a notice filed on the docket in the Chapter 11 Cases prior to the originally scheduled date of the Auction.

Except as otherwise permitted in the Debtors' discretion, only the Debtors, the Qualified Bidders, and any of the Debtors' creditors, and, in each case, their respective professionals, shall be entitled to attend the Auction. In compliance with Local Rule 6004-1(c)(ii)(C), the Auction will be conducted openly. Only a Qualified Bidder is eligible to participate in the Auction.

A. Auction Procedures.

The Auction shall be governed by the following procedures:

- (i) Qualified Bidders shall appear virtually via telephone or videoconference at the Auction, or through a duly authorized representative.
- (ii) Except as otherwise set forth herein (including the limitations on modification of criteria for Qualified Bids), the Debtors may waive and/or employ and announce

at the Auction additional rules that are reasonable under the circumstances for conducting the Auction provided that such rules are (i) not inconsistent with the Bidding Procedures Order, the Stalking Horse Purchase Agreement, the DIP Orders, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, or any order of the Bankruptcy Court entered in connection with these Chapter 11 Cases, (ii) disclosed to each Qualified Bidder, and (iii) designed, in the Debtors' business judgment, to result in the highest and otherwise best offer for the Assets.

- (iii) In compliance with Local Rule 6004-1(c)(ii)(D), the Debtors will arrange for the actual bidding at the Auction to be transcribed. Each Qualified Bidder shall designate a single individual to be its spokesperson during the Auction.
- (iv) In compliance with Local Rule 6004-1(c)(ii)(B), each Qualified Bidder participating in the Auction must confirm on the record, at the commencement of the Auction and again at the conclusion of the Auction that it has not engaged in any collusion with the Debtors or any other Qualified Bidder regarding these Bidding Procedures, the Auction or any proposed transaction relating to the Assets.
- (v) Prior to the Auction, the Debtors shall identify the highest and best of the Qualified Bids received (the "Opening Qualified Bid"). Subsequent bidding will continue in minimum increments valued at not less than \$100,000 cash or in such amounts as to be determined by the Debtors, in consultation with the Stalking Horse Purchaser, prior to, and announced at, the Auction. Each Qualified Bidder (other than the Stalking Horse Purchaser) shall provide evidence of its financial wherewithal and ability to consummate the Sale at the increased Purchase Price.
- (vi) All Qualified Bidders shall have the right to, at any time, request that the Debtors announce, subject to any potential new bids, the then-current highest and best bid and, to the extent requested by any Qualified Bidder, use reasonable efforts to clarify any and all questions such Qualified Bidder may have regarding the Debtors' announcement of the then-current highest and best bid.
- (vii) In the Debtors' discretion, all Qualified Bidders shall have the right to submit additional bids and make additional modifications to the Stalking Horse Purchase Agreement or Modified Purchase Agreement, as applicable, at the Auction in accordance with the terms and provisions of these Bidding Procedures; *provided* that any such modifications to the Stalking Horse Purchase Agreement or Modified Purchase Agreement, on an aggregate basis and viewed in whole, shall not be less favorable to the Debtors as determined by the Debtors, in their business judgment.
- (viii) Upon conclusion of the bidding, the Auction shall be closed, and the Debtors shall, as soon as practicable: (i) identify and determine in their business judgment the highest and best Qualified Bid for the Assets (a "Successful Bid") and the entity or entities submitting such Successful Bid (the "Successful Bidder"); (ii) advise the Qualified Bidders of such determination; (iii) require the Successful

Bidder to deliver an executed Final Purchase Agreement, which reflects its bid and any other modifications submitted and agreed to during the Auction, prior to commencement of the Sale Hearing; and (iv) within two (2) business days of the conclusion of the Auction, file with the Court a designation of Successful Bidder.

- (ix) In addition, the Debtors will determine, which Qualified Bid, if any, is the next highest and best Qualified Bid to the Successful Bid, and will designate such Qualified Bid as a "Backup Bid" in the event the Successful Bidder fails to consummate the contemplated Sale. A Qualified Bidder who submitted a Qualified Bid and is designated a Backup Bid is a "Backup Bidder". Each Backup Bid shall remain open and binding until the Backup Bid Expiration Date.

B. Sole Qualified Bidder.

If, by the Bid Deadline, there is no Qualified Bidder other than the Stalking Horse Purchaser, (i) the Stalking Horse Bid shall be deemed the Successful Bid and the Stalking Horse Purchaser shall be deemed the Successful Bidder; (ii) the Debtors shall not hold an Auction; and (iii) the Debtors shall proceed at the Sale Hearing and seek approval from the Bankruptcy Court of the Stalking Horse Bid.

C. Bid Protections.

In the event the Stalking Horse Purchaser is not the Successful Bidder, the Debtors shall pay to the Stalking Horse Purchaser, in consideration of its being the Stalking Horse Purchaser and to reimburse it for its expenses, the Break-Up Fee and the Expense Reimbursement, in each case to be paid in accordance with the terms and conditions set forth in the Stalking Horse Purchase Agreement and as approved by the Bankruptcy Court in the Bidding Procedures Order. No other bidder will be entitled to any expense reimbursement, break-up fee, termination, or similar fee or payment.

V. Sale Hearing.

The Sale Hearing will be held before the Honorable [●] on February [18], 2021 at [●]:[●] [●].m. (prevailing Eastern Time), at the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, Wilmington, DE 19801. At the Sale Hearing, the Debtors shall present the results of the Auction, if one is held, to the Bankruptcy Court and seek approval of the Successful Bid and any related Backup Bid.

Following the Sale Hearing and entry of a Sale Order approving the Sale of the Assets to a Successful Bidder, if such Successful Bidder fails to consummate the Sale for any reason, the Backup Bidder shall be designated the Successful Bidder and the Debtors shall be authorized to close such Sale with the Backup Bidder without further order of the Bankruptcy Court; *provided* that counterparties to any Contracts for which a Backup Bidder is deemed the new Successful Bidder shall receive written notice of the identity of the Backup Bidder being deemed the Successful Bidder, and shall have seven (7) days to object to the Backup Bidder's adequate assurance of future performance under any Contract to be assumed and assigned, with the Court

to hold a subsequent hearing to determine any unresolved objections. The Successful Bidder and Backup Bidder (if any) should be represented by counsel at the Sale Hearing.

VI. Consummation of the Purchase.

A. Closing Date; Good Faith Deposit.

The Successful Bidder shall consummate the Sale contemplated by the Successful Bid (the "Purchase") on or before the Closing Date. If the Successful Bidder successfully consummates the Purchase by the Closing Date, such Successful Bidder's Good Faith Deposit shall be applied to the purchase price of the Purchase.

If the Successful Bidder either: (i) fails to consummate the Purchase on or before the Closing Date; (ii) breaches the Final Purchase Agreement; or (iii) otherwise fails to perform, the Debtors shall, without further order of the Bankruptcy Court, deem such Successful Bidder to be a "Defaulting Buyer."

The Debtors shall be entitled to (a) retain the Good Faith Deposit as part of their damages resulting from the breach or failure to perform by the Defaulting Buyer and (b) seek all available damages from such Defaulting Buyer occurring as a result of such Defaulting Buyer's failure to perform in accordance with the terms of the Stalking Horse Purchase Agreement or Modified Purchase Agreement, as applicable, and the Sale Order.

B. Backup Purchaser.

Upon a determination by the Debtors that the Successful Bidder is a Defaulting Buyer, the Debtors shall consummate a Sale with the Backup Bidder on the terms and conditions of the Backup Bid (the "Backup Purchase") without further order of the Bankruptcy Court.

If the Backup Bidder consummates the Backup Purchase, the Good Faith Deposit of such Backup Bidder will be applied to the purchase price of the Backup Purchase. In the event that the Debtors seek to consummate the Backup Purchase with the Backup Bidder and such Backup Bidder (i) fails to consummate the Backup Purchase, (ii) breaches the Final Purchase Agreement, or (iii) otherwise fails to perform, the Debtors may, in their discretion, and without further order of the Bankruptcy Court, deem such Backup Bidder to be a "Defaulting Backup Buyer" and shall be entitled to (a) retain the Good Faith Deposit as part of their damages resulting from the breach or failure to perform by the Defaulting Backup Buyer and (b) seek all available damages from such Defaulting Backup Buyer occurring as a result of such Defaulting Backup Buyer's failure to perform in accordance with the terms of the Stalking Horse Purchase Agreement or Modified Purchase Agreement, as applicable, and the Sale Order.

C. Return of Good Faith Deposits.

Good Faith Deposits shall be held in a non-interest bearing escrow account. Except for those of the Successful Bidder and Backup Bidder(s), the Debtors shall promptly return the Good Faith Deposits of (i) all Qualified Bidders within two business days of conclusion of Auction; and (ii) the Backup Bidder after the Backup Bid Expiration Date. Notwithstanding the foregoing,

the return of the Stalking Horse Purchaser's good faith deposits shall be governed by the prepetition Escrow Agreement (as defined in the Stalking Horse Purchase Agreement).

VII. Consent to Jurisdiction and Authority as a Condition to Bidding.

All Potential Bidders shall be deemed to have (i) consented to the core jurisdiction of the Bankruptcy Court to enter an order or orders, which shall be binding in all respects, in any way related to the Bidding Procedures, the Auction, or the construction and enforcement of any Modified Purchase Agreement or the Stalking Horse Purchase Agreement or any other document relating to the Sale; (ii) waived any right to jury trial connection with any disputes relating to the Bidding Procedures, the Auction, the construction and enforcement of any Modified Purchase Agreement or the Stalking Horse Purchase Agreement or any other document relating to the Sale; and (iii) consented to the entry of a final order or judgment in any way related to the Bidding Procedures, the Auction, or the construction and enforcement of any Modified Purchase Agreement or the Stalking Horse Purchase Agreement or any other document relating to the Sale if it is determined that the Bankruptcy Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the parties.

VIII. Reservation of Rights.

The Debtors shall retain all rights to any of their assets that are not subject to the Sale that is approved by the Bankruptcy Court at the Sale Hearing.

Except as otherwise set forth herein (including the limitations on modification of criteria for Qualified Bids), the Bidding Procedures may be modified by the Debtors, in any manner that is not inconsistent with or otherwise in contravention of the other terms of the DIP Order or the Stalking Horse Purchase Agreement, including: (a) waiving the terms and conditions set forth herein with respect to any or all potential bidders; (b) imposing additional terms and conditions with respect to any or all potential bidders; (c) extending the deadlines set forth herein or the date for the Auction and/or Sale Hearing (which may occur in open court); (d) canceling the Auction; (e) rejecting any or all bids or Qualified Bids; and (f) amending the Bidding Procedures as they may determine to be in the best interests of their estates; *provided* that all such modifications are disclosed to all Potential Bidders (if applicable) or Qualified Bidders (if applicable) prior to or during the Auction. For the avoidance of doubt and notwithstanding the foregoing, the Debtors may not impair or modify the Stalking Horse Purchaser's rights and obligations under the Stalking Horse Purchase Agreement.

IX. Fiduciary Out.

Nothing in these Bidding Procedures shall require the board of directors, board of managers, or such similar governing body of either or both of the Debtors to take any action, or to refrain from taking any action, with respect to these Bidding Procedures, to the extent such board of directors, board of managers, or such similar governing body determines, or based on the advice of counsel, that taking such action, or refraining from taking such action, as applicable, is required to comply with applicable law or its fiduciary obligations.

* * * * *

BUYER PARTY RELEASE

This “Release” is being executed and delivered on [•], 2021 by the undersigned, in accordance with that certain Asset Purchase Agreement, dated as of December [•], 2020 (the “Purchase Agreement”), by and among Renovate America, Inc., a Delaware corporation (“RAI”), Personal Energy Finance, Inc., a Delaware corporation (“PEFI”, a wholly-owned subsidiary of RAI, and collectively referred to herein with RAI as the “Company”), and Finance of America Mortgage LLC, a Delaware limited liability company (the “Buyer”), pursuant to which Buyer will acquire certain Purchased Assets of the Seller’s Business. Capitalized terms used, but not defined, in this Release have the respective meanings ascribed to them in the Purchase Agreement.

RECITALS

A. On December __, 2020, the Company commenced voluntary cases under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court (together, the “Bankruptcy Cases”);

B. The Company is party to that Secured Debtor-in-Possession Loan and Security Agreement, dated as of December __, 2020, by and among the Company and Buyer, as Administrative Agent, Collateral Agent, and Initial Lender (the “DIP Credit Agreement”); and

C. On December __, 2020, the Bankruptcy Court entered an interim order, and on December __, 2020 the Bankruptcy Court entered a final order, authorizing and approving the Company’s entry into the DIP Credit Agreement (collectively, the “DIP Orders”).

RELEASE

NOW, THEREFORE, the Buyer, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound, in order to induce the Company Released Parties to support and consummate the Purchase Agreement, hereby agrees as follows:

1. Except as otherwise specifically provided for in the Purchase Agreement as remaining in effect after the Closing Date, the Buyer irrevocably and absolutely releases each of (a) the Company, (b) the Company Affiliates and (c) with respect to each of the foregoing, their respective successors and assigns, and current and former officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, solely in their respective capacities as such (Persons identified in (a) and (c), collectively, the “Company Released Parties”), from any and all claims, interests, obligations, rights, liabilities, actions, causes of action, choses in action, suits, debts, demands, damages, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, judgments, remedies, rights of setoff, third party claims, subrogation claims, contribution claims, reimbursement claims, indemnity claims, counterclaims, and crossclaims whatsoever, whether for tort, fraud, contract, violations of federal or state securities laws, including any derivative Claims asserted on behalf of the Buyer, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, existing or hereinafter arising, in law, equity, or otherwise, that the Buyer would have been

legally entitled to assert in its own right, or on behalf of the holder of any claim or equity interest (whether individually or collectively) or other entity, in any case of the foregoing, based in whole or in part upon any act or omission, transaction, agreement, event or other occurrence or circumstances existing or taking place at any time on or before the Closing Date arising out of or in any way related to the Company, the Company's bankruptcy estates, the FAM DIP Credit Agreement, the DIP Orders, the Bankruptcy Cases, or the Purchase Agreement; provided that nothing herein shall release the Company from its obligations to pay the Indebtedness (as defined in the Purchase Agreement). For purposes of this Release, the term "Company Affiliates" shall be deemed to include: Thrivepoint Financial Holdings, Inc., HERO Funding, LLC ("HERO"), and the direct and wholly-owned subsidiaries of PEFI and HERO.

2. Notwithstanding the foregoing, the provisions of this Release shall not release or otherwise diminish the obligations of the Company Released Parties, or the rights or remedies of the Buyer, expressly set forth in any agreement entered into by a Company Released Party pursuant to the Purchase Agreement or the Bankruptcy Cases.

3. The Buyer represents and warrants (a) that the agreements and obligations of the Buyer contained in this Release represent the legal, valid and binding obligations of the Buyer and that the Buyer has not assigned or transferred to anyone any claims being released hereunder; (b) that the Buyer has read carefully and fully understands the nature and content of this Release, and is executing this Release of its own free will; (c) that the Buyer has been advised by the Company Released Parties to seek the advice of counsel in connection with this Release, and has done so to its satisfaction; and (d) that the Buyer understands that this Release may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted in breach of the provisions of this Release.

4. The Buyer acknowledges that (a) the Company Released Parties are relying on this Release in consummating the transactions contemplated by the Purchase Agreement and (b) the Buyer will directly and indirectly benefit from consummating the transactions contemplated pursuant to the Purchase Agreement.

5. If any provision of this Release is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Release will remain in full force and effect. Any provision of this Release held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

6. This Release may not be changed except in a writing signed by the person(s) against whose interest such change shall operate. This Release shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Delaware. A signed copy of this Release delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Release.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Release as of the first date written above.

FINANCE OF AMERICA MORTGAGE LLC

By: _____

Name: _____

Title: _____

Signature Page to Buyer Party Release

ESCROW AGREEMENT

This Escrow Agreement (the "*Escrow Agreement*") dated as of the effective date (the "*Effective Date*") set forth on Schedule 1 attached hereto by and among Renovate America, Inc. (the "*Company*") Finance of America Mortgage LLC, a Delaware limited liability company (the "*Buyer*" and together with the Company, the "*Parties*") and Delaware Trust Company, as escrow agent hereunder (the "*Escrow Agent*").

WHEREAS, Buyer and the Company are party to that certain Asset Purchase Agreement, dated as of December __, 2020 (the "*Purchase Agreement*"), by and among the Company, Buyer and Personal Energy Finance, Inc., a Delaware corporation (a wholly-owned subsidiary of the Company);

WHEREAS, pursuant to the terms of the Purchase Agreement, the Parties have agreed that Buyer shall deposit in escrow certain funds and the Parties desire such deposit to be subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. **Appointment.** The Parties hereby appoint the Escrow Agent as their escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein.
2. **Escrow Fund.** Simultaneous with the execution and delivery of this Escrow Agreement, Buyer is depositing, or is causing to be deposited on behalf of the Company, with the Escrow Agent the sum indicated as the escrow deposit on Schedule 1 (the "*Escrow Deposit*"). The Escrow Agent shall hold the Escrow Deposit and, subject to the terms and conditions hereof, shall invest and reinvest the Escrow Deposit and the proceeds thereof (the "*Escrow Fund*") as directed in Section 3.
3. **Investment of Escrow Fund.** During the term of this Escrow Agreement, the Escrow Fund shall be invested and reinvested by the Escrow Agent the non-interest bearing deposit account as indicated on Schedule 1. Periodic statements will be provided to the Parties reflecting transactions executed on behalf of the Escrow Fund. The Parties, upon written request, shall from the Escrow Agent receive a statement of transaction details upon completion of any securities transaction in the Escrow Fund without any additional cost. Should any Party opt to receive monthly statements electronically through the Escrow Agent's online service, such Party hereby agrees that it shall have no further right under this Agreement to receive hard copy statements via regular mail. The Escrow Agent shall have the right to liquidate any investments held in order to provide funds necessary to make required payments under this Escrow Agreement. Other than as a result of fraud or gross negligence on the part of the Escrow Agent, the Escrow Agent shall have no liability for any loss sustained as a result of any investment in an investment indicated on Schedule 1 or any investment made pursuant to the instructions of the Parties or as a result of any liquidation of any investment prior to its maturity or for the failure of

the Parties to give the Escrow Agent instructions to invest or reinvest the Escrow Fund. The Escrow Agent may earn compensation in the form of short-term interest ("float") on items like uncashed distribution checks (from the date issued until the date cashed), funds that the Escrow Agent is directed not to invest, and deposits awaiting investment direction or received too late to be invested overnight in previously directed investments.

4. **Disposition and Termination.** The Escrow Agent shall deliver the Escrow Fund upon, receipt of (a) joint written instructions signed by each of the Parties, or (b) a Final Decision (as defined below), in each case specifying the amount of the disbursement and containing instructions for payment of the disbursement. Upon delivery of the Escrow Fund by the Escrow Agent pursuant to, and in accordance with, the joint written instructions referenced in the preceding sentence or a Final Decision, this Escrow Agreement shall terminate, subject to the provisions of Section 8. For purposes of this Escrow Agreement, "Final Decision" shall mean a written final non-appealable order of a court of competent jurisdiction delivered by a Party to the Escrow Agent, accompanied by a written opinion from legal counsel for such Party to the effect that such order is final and not subject to further proceedings or appeal and a written instruction from such Party to the Escrow Agent to effectuate such order. The Escrow Agent shall be entitled conclusively to rely upon any such opinion and instruction and shall have no responsibility to make any determination as to whether such order is from a court of competent jurisdiction or is a final order or award.

5. **Escrow Agent.** The Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. The Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Escrow Agreement. The Escrow Agent may rely upon and shall not be liable for acting or refraining from acting upon any written notice, instruction or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document. The Escrow Agent shall have no duty to solicit any payments which may be due to it or the Escrow Fund. The Escrow Agent shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines that the Escrow Agent's gross negligence or willful misconduct was the primary cause of any loss to the Parties. The Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through agents or attorneys (and shall be liable only for the careful selection of any such agent or attorney) and may consult with counsel, accountants and other skilled persons to be selected and retained by it. The Escrow Agent shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of any such counsel, accountants or other skilled persons. In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any party hereto which, in its opinion, conflict with any of the provisions of this Escrow Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held in escrow until it shall be directed otherwise in writing by all of the other parties hereto or by a final order or judgment of a court of competent jurisdiction. Anything in this Escrow Agreement to the contrary notwithstanding, to the fullest extent permitted by law, in no event shall the Escrow Agent be liable for special,

indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

6. **Succession.** The Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving 10 days advance notice in writing of such resignation to the other parties hereto specifying a date when such resignation shall take effect. The Escrow Agent shall have the right to withhold an amount equal to any amount due and owing to the Escrow Agent, plus any costs and expenses the Escrow Agent shall reasonably believe may be incurred by the Escrow Agent in connection with the termination of this Escrow Agreement. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated shall be the Escrow Agent under this Escrow Agreement without further act.

7. **Fees.** The Company agrees to (i) pay the Escrow Agent upon execution of this Escrow Agreement and from time to time thereafter reasonable compensation for the services to be rendered hereunder, which unless otherwise agreed in writing by each of the Parties shall be as described in Schedule 1 attached hereto, and (ii) pay or reimburse the Escrow Agent upon request for all expenses, disbursements and advances, including reasonable attorney's fees and expenses, incurred or made by it in connection with the preparation, execution, performance, delivery, modification and termination of this Escrow Agreement.

8. **Indemnity.** The Company shall, to the fullest extent permitted by law, indemnify, defend and save harmless the Escrow Agent and its directors, officers, agents and employees (collectively, the "indemnitees") from all loss, liability or expense (including the fees and expenses of in house or outside counsel) arising out of or in connection with (i) the Escrow Agent's execution and performance of this Escrow Agreement, except in the case of any indemnitee to the extent that such loss, liability or expense is due to the gross negligence or willful misconduct of the Escrow Agent, or (ii) its following any instructions or other directions from the Company, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof. The parties hereto acknowledge that, to the fullest extent permitted by law, the foregoing indemnities shall survive the resignation or removal of the Escrow Agent or the termination of this Escrow Agreement. The parties hereby grant the Escrow Agent a lien on, right of set-off against and security interest in the Escrow Fund for the payment of any claim for indemnification, compensation, expenses or amounts due hereunder.

9. **TINs.** Each of the Parties represents that its correct Taxpayer Identification Number ("*TIN*") assigned by the Internal Revenue Service (the "*IRS*") or any other taxing authority is set forth in Schedule 1. All interest or other income earned under the Escrow Agreement shall be allocated to the Company and reported, to the extent required by law, by the Escrow Agent to the IRS or any other taxing authority, as applicable, on IRS form 1099-INT, 1099-DIV or 1042S (or other appropriate form) as income earned from the Escrow Fund by the Company whether or not said income has been distributed during the year. Unless otherwise indicated in writing by the parties hereto, no taxes or other withholdings are required to be made under applicable law or

otherwise with respect to any payment to be made by Escrow Agent. All documentation necessary to support a claim of exemption or reduction in such taxes or other withholdings has been timely collected by Company and copies will be provided to Escrow Agent promptly upon a request therefor. Unless otherwise agreed to in writing by Escrow Agent, all tax returns required to be filed with the IRS and any other taxing authority as required by law with respect to payments made hereunder shall be timely filed and prepared by the Company including but not limited to any applicable reporting or withholding pursuant to the Foreign Account Tax Compliance Act ("*FATCA*"). The Parties hereby acknowledge and agree that the Escrow Agent shall have no responsibility for the preparation and/or filing of any tax return or any applicable FATCA reporting with respect to the Escrow Fund. The Escrow Agent shall withhold any taxes it deems appropriate, including, but not limited to, required withholding in the absence of proper tax documentation, and shall remit such taxes to the appropriate authorities as it determines may be required by any law or regulation in effect at the time of the distribution.

10. **Notices.** All communications hereunder shall be in writing and shall be deemed to be duly given and received:

- i. upon delivery if delivered personally or upon confirmed transmittal if by email or other electronic form of communication;
- ii. on the next Business Day (as hereinafter defined) if sent by overnight courier; or
- iii. four (4) Business Days after mailing if mailed by prepaid registered mail, return receipt requested, to the appropriate notice address set forth on Schedule 1 or at such other address as any party hereto may have furnished to the other parties in writing by registered mail, return receipt requested.

Notwithstanding the above, in the case of communications delivered to the Escrow Agent pursuant to (ii) and (iii) of this Section 10, such communications shall be deemed to have been given on the date received by the Escrow Agent. In the event that the Escrow Agent, in its sole discretion, shall determine that an emergency exists, the Escrow Agent may use such other means of communication as the Escrow Agent deems appropriate. "Business Day" shall mean any day other than a Saturday, Sunday or any other day on which the Escrow Agent located at the notice address set forth on Schedule 1 is authorized or required by law or executive order to remain closed.

11. **Security Procedures.** In the event funds transfer instructions are given (other than in writing at the time of execution of this Escrow Agreement), whether in writing, by telecopier or otherwise, the Escrow Agent is authorized to seek confirmation of such instructions by telephone call-back to the person or persons designated on Schedule 2 hereto for each of the Parties, and the Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in a writing actually received and acknowledged by the Escrow Agent from the Party whose information is being modified. The Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by the applicable Party to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an

intermediary bank. The Escrow Agent may apply any of the escrowed funds for any payment order it executes using any such identifying number, even where its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. The parties to this Escrow Agreement acknowledge that these security procedures are commercially reasonable.

12. **Miscellaneous.** The provisions of this Escrow Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by all of the parties hereto. Neither this Escrow Agreement nor any right or interest hereunder may be assigned in whole or in part by any party, except as provided in Section 6, without the prior consent of the other parties. This Escrow Agreement shall be governed by and construed under the laws of the State of Delaware. To the fullest extent permitted by law, each party hereto irrevocably waives any objection on the grounds of venue, forum non conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the State of Delaware. The parties further hereby waive, to the fullest permitted by law, any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Escrow Agreement. No party to this Escrow Agreement is liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Escrow Agreement because of, acts of God, fire, floods, strikes, equipment or transmission failure, or other causes reasonably beyond its control. This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. **Patriot Act Compliance.** In order to comply with laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including those relating to the funding of terrorist activities and money laundering and the Customer Identification Program ("*CIP*") requirements under the USA PATRIOT Act and its implementing regulations, pursuant to which the Escrow Agent must obtain, verify and record information that allows the Escrow Agent to identify customers ("*Applicable Law*"), the Escrow Agent is required to obtain, verify and record certain information relating to individuals and entities which maintain a business relationship with the Escrow Agent. Accordingly, the Parties agree to provide to the Escrow Agent upon its request from time to time such identifying information and documentation as may be available for such party in order to enable the Escrow Agent to comply with Applicable Law, including, but not limited to, information as to name, physical address, tax identification number and other information that will help the Escrow Agent to identify and verify the Parties such as organizational documents, certificates of good standing (where applicable), licenses to do business or other pertinent identifying information. The Parties understand and agree that the Escrow Agent cannot open the Escrow Account unless and until the Escrow Agent verifies the identity of the Parties in accordance with its CIP.

[Remainder of Page Is Intentionally Blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the date set forth in **Schedule 1**.

**Delaware Trust Company
as Escrow Agent**

By: _____

RENOVATE AMERICA, INC.

By: _____

Name:

Title:

FINANCE OF AMERICA MORTGAGE LLC

By: _____

Name:

Title:

Schedule 1

Effective Date: December ____, 2020

Name of Company Renovate America, Inc.
Company Notice Address:

Company TIN: 26-4104352

Name of Buyer: Finance of America Mortgage LLC
Buyer Notice Address: 2500 Dallas Parkway, Suite 430
Plano, Texas 75093
Attention: Lauren Richmond

Buyer TIN: 23-2769131

Name of Escrow Agent: **Delaware Trust Company**
Escrow Agent Notice Address: 251 Little Falls Drive
Wilmington, DE 19808
Attn: Escrow Administration
Telephone: 877-374-6010
Facsimile: 302-636-8666

Escrow Agent Fees:
\$1,000 – set up fee payable in advance of the closing of the transaction
\$3,000 – escrow agent fee payable in advance of the closing of the transaction
and upon each subsequent annual anniversary date.

TRANSACTION FEES:

Wire transfer of fund: \$35.00/domestic wire initiated; \$75.00/international payment
Checks Cut: \$10.00/check cut
1099 Preparation: \$12.00/1099 prepared
1042-S Preparation: \$50.00/per 1042-S
Returned Check: \$30.00/returned item

An additional annual fee of 15 basis points on the escrow account balance payable in advance may be charged for investments other than institutional money market funds with which the Escrow Agent has established servicing arrangements. Out-of-pocket expenses, fees and disbursements and services of an unanticipated or unexpected nature are not included in the above schedule and will be billed at cost.

Escrow Deposit: \$250,000

Investment: [select one]

- BlackRock Fed Fund Cash Management Class (the “Share Class”), an institutional money market mutual fund for which the Escrow Agent serves as shareholder servicing agent and/or custodian or subcustodian. The parties hereto: (i) acknowledge Escrow Agent’s disclosure of the services the Escrow Agent is providing to and the fees it receives from BlackRock; (ii) consent to the Escrow Agent’s receipt of these fees in return for providing shareholder services for the Share Class; and (iii) acknowledge that the Escrow Agent has provided on or before the date hereof a BlackRock Fed Fund Cash Management Class prospectus which discloses, among other things, the various expenses of the Share Class and the fees to be received by the Escrow Agent.

- Such other investments as Company and Escrow Agent may from time to time mutually agree upon in a writing executed and delivered by the Company and accepted by the Escrow Agent.

- The Escrow Deposit shall be held in a non-interest bearing account.

Schedule 2

**Telephone Number(s) for Call-Backs and
Person(s) Designated to Confirm Funds Transfer Instructions**

If to Company:

	<u>Name</u>	<u>Telephone Number</u>
1.	Sharon Weiss	(310) 576-2276
2.	Timothy Bow	(312) 602-5028

Telephone call-backs may be made to the Company if instructions are required pursuant to this Escrow Agreement.

If to Buyer

	<u>Name</u>	<u>Telephone Number</u>
1.	Alex Baren	(914) 497-6564
2.	Lauren Richmond	(972) 979-2906

Telephone call-backs may be made to the Buyer if instructions are required pursuant to this Escrow Agreement.

SELLER PARTY RELEASE

This "Release" is being executed and delivered on [•], 2021 by the undersigned ("Releasor"), in accordance with that certain Asset Purchase Agreement, dated as of December [•], 2020 (the "Purchase Agreement"), by and among Renovate America, Inc., a Delaware corporation ("RAI"), Personal Energy Finance, Inc., a Delaware corporation ("PEFI", a wholly-owned subsidiary of RAI, and collectively referred to herein with RAI as the "Releasor"), and Finance of America Mortgage LLC, a Delaware limited liability company ("Buyer"), pursuant to which Buyer will acquire certain Purchased Assets of the Seller's Business. Capitalized terms used, but not defined, in this Release have the respective meanings ascribed to them in the Purchase Agreement.

RECITALS

A. On December __, 2020, the Releasors commenced voluntary cases under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court (together, the "Bankruptcy Cases");

B. Releasors are party to that Secured Debtor-in-Possession Loan and Security Agreement, dated as of December __, 2020, by and among the Releasors and Buyer, as Administrative Agent, Collateral Agent, and Initial Lender (the "DIP Credit Agreement"); and

C. On December __, 2020, the Bankruptcy Court entered an interim order, and on December __, 2020 the Bankruptcy Court entered a final order, authorizing and approving Releasors' entry into the DIP Credit Agreement (collectively, the "DIP Orders").

RELEASE

NOW, THEREFORE, Releasor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound, in order to induce the Buyer Released Parties to support and consummate the Purchase Agreement, hereby agrees as follows:

1. Except as otherwise specifically provided for in the Purchase Agreement as remaining in effect after the Closing Date, Releasor irrevocably and absolutely releases each of (a) Buyer, (b) Buyer's Affiliates, and (c) with respect each of the foregoing, their respective successors and assigns, and current and former officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, solely in their respective capacities as such (Persons identified in (a) through (c) collectively, the "Buyer Released Parties") from any and all claims, interests, obligations, rights, liabilities, actions, causes of action, choses in action, suits, debts, demands, damages, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, judgments, remedies, rights of setoff, third party claims, subrogation claims, contribution claims, reimbursement claims, indemnity claims, counterclaims, and crossclaims whatsoever, whether for tort, fraud, contract, violations of federal or state securities laws, including any derivative Claims asserted on behalf of the Releasors, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, existing or hereinafter arising, in law, equity, or otherwise, that Releasor would have been legally

entitled to assert in its own right, or on behalf of the holder of any claim or equity interest (whether individually or collectively) or other entity, in any case of the foregoing, based in whole or in part upon any act or omission, transaction, agreement, event or other occurrence or circumstances existing or taking place at any time on or before the Closing Date arising out of or in any way related to the Releasors, the Releasors' bankruptcy estates, the FAM DIP Credit Agreement, the DIP Orders, the Bankruptcy Cases or the Purchase Agreement.

2. Notwithstanding the foregoing, the provisions of this Release shall not release or otherwise diminish the obligations of the Buyer Released Parties, or the rights or remedies of the Releasor, expressly set forth in any agreement entered into by a Buyer Released Party pursuant to the Purchase Agreement or the Bankruptcy Cases.

3. Releasor represents and warrants (a) that the agreements and obligations of Releasor contained in this Release represent the legal, valid and binding obligations of Releasor and that Releasor has not assigned or transferred to anyone any claims being released hereunder; (b) that Releasor has read carefully and fully understands the nature and content of this Release, and is executing this Release of its own free will; (c) that the Releasor has been advised by the Buyer Released Parties to seek the advice of counsel in connection with this Release, and has done so to its satisfaction; and (d) that Releasor understands that this Release may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted in breach of the provisions of this Release.

4. Releasor acknowledges that (a) the Buyer Released Parties are relying on this Release in consummating the transactions contemplated by the Purchase Agreement and (b) Releasor will directly and indirectly benefit from consummating the transactions contemplated pursuant to the Purchase Agreement.

5. If any provision of this Release is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Release will remain in full force and effect. Any provision of this Release held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

6. This Release may not be changed except in a writing signed by the person(s) against whose interest such change shall operate. This Release shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Delaware. A signed copy of this Release delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Release.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Release as of the first date written above.

RENOVATE AMERICA, INC.

By: _____

Name: _____

Title: _____

PERSONAL ENERGY FINANCE, INC.

By: _____

Name: _____

Title: _____

Signature Page to Seller Party Release

Exhibit F**Bankruptcy Milestones**

EVENT	DATE
Motion filed for Sale & Bidding Procedures	One (1) business day after the commencement of the chapter 11 cases (the "Sale Motion Date")
Entry of Bid Procedures Order	No later than 15 days after the Sale Motion Date
Sale Objection Deadline	35 days after entry of the Bid Procedures Order
Assumption/Assignment and Cure Objection Deadline	35 days after entry of the Bid Procedures Order
Bid Deadline	35 days after entry of the Bid Procedures Order
Auction (if necessary)	40 days after entry of the Bid Procedures Order
Notice of Successful Bidder	One (1) business day after conclusion of Auction (if necessary)
Supplemental Adequate Assurance Objection Deadline; Deadline to object to (i) conduct of the Auction, and (ii) the proposed Sale Transaction if the Successful Bidder is not the Stalking Horse Purchaser.	45 days after entry of the Bid Procedures Order
Entry of Approval Order	50 days after entry of the Bid Procedures Order
Deadline to Close Sale	On or before 15 days after entry of the Approval Order
Transferred Contract Designation Deadline	30 days after closing of the Sale Transaction

SECURED DEBTOR-IN-POSSESSION LOAN AND SECURITY AGREEMENT

dated as of December 21, 2020

by and among

Personal Energy Finance, Inc. and Renovate America, Inc., collectively, as Borrower,

Finance of America Mortgage LLC,
as Administrative Agent, Collateral Agent, and Initial Lender,

and the other Lenders
party hereto from time to time

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LOAN AND SECURITY AGREEMENT

THIS LOAN AND SECURITY AGREEMENT is entered into as of December 21, 2020 (as amended or otherwise modified from time to time, the "Agreement"), by and among Personal Energy Finance, Inc., a Delaware corporation ("PEFF") and Renovate America, Inc., a Delaware corporation ("RAI", and collectively with PEFF, the "Borrower") and Finance of America Mortgage LLC, a Delaware limited liability company ("FAM"), as administrative agent (in such capacity, the "Administrative Agent"), collateral agent (in such capacity, the "Collateral Agent") and initial lender ("Initial Lender"), and each other Lender party hereto from time to time (the "Lenders").

WHEREAS, the Borrower is in the business of providing consumer financing for home improvement projects, including specifically the business operated by Borrower under the "BENJI" brand (the "Business");

WHEREAS, on December 21, 2020 (the "Petition Date"), Borrower commenced in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") voluntary cases (collectively, the "Bankruptcy Cases") under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code");

WHEREAS, FAM and the Borrower are parties to that certain Asset Purchase Agreement (as the same may be amended, modified, or supplemented from time to time, the "Stalking Horse APA"), dated as of the date hereof, pursuant to which, among other things, the Borrower has agreed to sell to FAM, and FAM has agreed to purchase from the Borrower, the assets used in the Business (the "Purchased Assets"); and

WHEREAS, the Borrower has applied to FAM to enter into a senior secured debtor-in-possession revolving credit facility (the "DIP Facility") to fund the operation of the Business and the Bankruptcy Cases until the consummation of the transactions contemplated by the Stalking Horse APA, and FAM has agreed to make loans to Borrower on the terms set forth herein.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower, the Collateral Agent, the Administrative Agent and the Lenders agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Defined Terms. The following terms shall have the following meanings when used in this Agreement.

"Account" means any "account," as such term is defined in Article or Chapter 9 of the UCC, now owned or hereafter acquired by the Borrower, and, in any event, shall include, without limitation, each of the following, whether now owned or hereafter acquired by such Debtor: (a) all rights of the Borrower to payment for goods sold or leased or services rendered, whether or not earned by performance, (b) all accounts receivable of the Borrower, (c) all rights of the Borrower to receive any payment of money or other form of consideration, (d) all security pledged, assigned or granted to or held by the Borrower to secure any of the foregoing, (e) all

guaranties of, or indemnifications with respect to, any of the foregoing, and (f) all rights of the Borrower as an unpaid seller of goods or services, including, but not limited to, all rights of stoppage in transit, replevin, reclamation and resale.

“Account Bank” means Bank of America, N.A., in its capacity as account bank, or such other bank selected by the Administrative Agent.

“Administrative Agent” means FAM, acting in its capacity as administrative agent for the Lenders under Section 9.10 of this Agreement and any successor Person appointed as “Administrative Agent” in accordance with this Agreement.

“Advance Rate” means 90%.

“Affiliate” means, as to any Person, any other Person (i) that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such Person, (ii) that directly or indirectly beneficially owns or holds ten percent (10%) or more of any class of voting securities/equities of such Person, or (iii) ten percent (10%) or more of the voting securities/equities of which is directly or indirectly beneficially owned or held by the Person in question. The term “control” as used in this definition means the possession, directly or indirectly, of the power to direct or cause direction of the management and policies of a Person, whether through the ownership of voting securities/equities, by control, or otherwise.

“Agent” or “Agents” means, respectively, any of the Administrative Agent and the Collateral Agent, or all collectively.

“Aggregate Principal Balance” means, when used with respect to all or a portion of the Contracts, the sum of the Principal Balances of all or of such portion of such Contracts.

“Aggregate Unpays” means, with respect to any date, an amount equal to the sum of (i) the Outstanding Principal Balance, (ii) all accrued but unpaid Interest and (iii) all other Indebtedness owed (whether due or accrued) by the Borrower to the Lenders or the Agents under this Agreement and the Loan Documents.

“Agreement” has the meaning given to such term in the Preamble.

“Ameris Agreement” means that certain Master Purchase and Servicing Agreement dated as of April 10, 2019 by and between PEFI, as seller and servicer, and Ameris Bank, as buyer (as the same may be amended, modified, supplemented or restated).

“Applicable Laws” has the meaning given to such term in Section 3.12(f).

“Approved Contractor” means a Contractor that is approved for the sale and installation of Home Improvement Projects pursuant to the Contractor Approval Policy.

“Approved Forms” means the forms of retail installment sale contracts and related documents used by the Borrower as of the Closing Date, and any additions or modifications thereto that are in compliance with Section 7.10.

“Approved Takeout” means collectively, and subject to satisfaction of the Approved Takeout Conditions, transactions executed under (i) the FAM Loan Purchase Agreement, (ii) the Ameris Purchase Agreement and (iii) any other loan purchase agreement providing for the sale of Contracts by PEFI to any Person, which loan purchase agreement is approved by FAM in its reasonable discretion.

“Approved Takeout Conditions” means, collectively: (i) the eligibility guidelines and other purchase conditions of the Approved Takeout; (ii) with respect to any FAM Takeout, the Outstanding Principal Balance shall be at least equal to the then current Program Amount minus the then current Fixed Commitment Amount minus \$2,000,000 and Borrower shall have first delivered written notice to the Administrative Agent pursuant to Section 2.1(c) requesting that the Lenders increase the then current Program Amount by the amount of the proposed FAM Takeout as contemplated by Section 2.01(a) of the FAM Loan Purchase Agreement, and the Lenders, in their sole individual discretion, shall not have agreed unanimously to such request; and (iii) with respect to any Approved Takeout other than a FAM Takeout, the Borrower shall have first complied with the right of first refusal condition set forth in Section 2.01(b) of the FAM Loan Purchase Agreement, and FAM shall have elected not to purchase the Contracts subject to such proposed Approved Takeout.

“Asset Base” as of any date of determination means the Aggregate Principal Balance of all Eligible Contracts.

“Assignment by Seller” means the Assignment by Seller executed by an Approved Contractor, as seller, for the benefit of the Borrower, as assignee.

“Authorized Individual” means the chief executive officer, chief financial officer, chief operating officer, chief capital officer, chief revenue officer, and any other officer, employee or representative of the Borrower whom the Borrower designates in a written notice delivered to Administrative Agent as authorized to request a Draw.

“Avoidance Actions” means causes of action of the Borrowers arising under chapter 5 of the Bankruptcy Code.

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

“Bail-In Legislation” means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

“Bankruptcy Cases” has the meaning set forth in the Recitals.

“Bankruptcy Code” has the meaning set forth in the Recitals.

“Bankruptcy Court” has the meaning set forth in the Recitals.

“Benefit Plan” means a “benefit plan investor” as defined in 29 C.F.R. Section 2510.3101 as amended by Section 3(42) of ERISA, which includes (i) employee benefit plans (as defined in Section 3(3) of ERISA) that are subject to the fiduciary responsibility provisions of Title I of ERISA, (ii) plans subject to Section 4975(e)(1) of the Code, including individual retirement accounts and Keogh Plans and (iii) any entities whose underlying assets include plan assets by reason of a plan’s investment in such entities.

“BENJI Program Documents” means collectively the Approved Forms, the Contractor Approval Policy, and the Credit and Collection Policies.

“Bid Procedures Order” means an order of the Bankruptcy Court, which order shall be in substantially the form attached as Exhibit B to the Stalking Horse APA, with such changes as may be required by the Bankruptcy Court and that are in form and substance acceptable to the Borrower and FAM in their reasonable discretion.

“Borrower” has the meaning set forth in the Preamble.

“Borrowing Base” means the Asset Base multiplied by the Advance Rate.

“Borrowing Date” means (i) each Payment Date, and (ii) each Business Day of a calendar week.

“Business” has the meaning set forth in the Recitals.

“Business Day” means a day on which commercial banks are generally open for business in both New York, New York and San Diego, California, excluding Saturdays, Sundays and holidays.

“Carve Out” has the meaning assigned to such term in the Interim Order and Final Order, as applicable.

“Carve-Out Trigger Notice” has the meaning assigned to such term in the Interim Order and Final Order, as applicable.

“Change of Control” means such time as:

(a) the purchase or other acquisition by any one Person, or more than one Person acting as a group (other than any holder or holders of equity interests of the Thrivepoint (as defined below) on the Closing Date), of the equity interests in Thrivepoint Financial Holdings, Inc., a Delaware corporation (“Thrivepoint”) that constitutes more than 50% of the total combined value or total combined voting power of all equity interests issued by Thrivepoint; or

(b) Thrivepoint ceases to own, directly or indirectly, 100% of the equity interests in the Borrower; or

(c) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all

or substantially all of the properties or assets of the Borrower and its Subsidiaries, to any “person” (within the meaning of Section 13(d) of the Exchange Act of 1934, as amended).

“Chattel Paper” means any “chattel paper,” as such term is defined in Article or Chapter 9 of the UCC, now owned or hereafter acquired by the Borrower, and shall include both electronic Chattel Paper and tangible Chattel Paper.

“Closing Date” means the Business Day on which all conditions precedent to the initial Draw have been satisfied or waived, or such other date as agreed to by the Borrower and Administrative Agent.

“Code” means the U.S. Internal Revenue Code of 1986, as amended.

“Collateral” means all assets of the Borrower and all proceeds thereof, including, but not limited to:

- (i) all Contracts;
- (ii) all Accounts;
- (iii) all Chattel Paper;
- (iv) all General Intangibles;
- (v) all Equipment and Inventory;
- (vi) all Intellectual Property;
- (vii) all Documents;
- (viii) all Instruments;
- (ix) all Pledged Shares;
- (x) all Deposit Accounts and any other cash collateral, deposit or securities accounts;
- (xi) all Investment Property;
- (xii) all other personal property;
- (xiii) all books and records (including customer lists, files, correspondence, tapes, computer programs, print-outs and computer records) and Software whether relating to the foregoing Collateral or otherwise, but in the case of such Software, subject to the rights of any non-affiliated licensee of software; and
- (xiv) the Proceeds, in cash or otherwise, of any of the property described in the foregoing clauses (i) through (xiii) and all Liens, security, rights, remedies and claims of such Borrower with respect thereto (provided that the grant of a security interest in Proceeds set forth

is in this subsection (xiv) shall not be deemed to give the applicable Debtor any right to dispose of any of the Collateral, except as may be expressly permitted pursuant to the terms of the this Agreement).

“Collateral Agent” means FAM, in its capacity as collateral agent for the Lenders, and any successor Person appointed as Collateral Agent in accordance with this Agreement.

“Collection Period” means with respect to any Payment Date, the immediately preceding calendar week.

“Collections” means, with respect to any Collection Period and the related Payment Date, (i) all cash collections, distributions, payments or other amounts received (whether in cash or in kind), by the Borrower from any Person in respect of any Contract included in the Collateral, including, but not limited to, all principal, interest, fees, contractual payments, liquidation proceeds, insurance proceeds, distributions and other proceeds payable to the Borrower under or in connection with any such Contracts and all Proceeds from any sale or disposition of any such Contracts, (ii) all payments of purchase price made to the Borrower from the sale of Contracts pursuant to an Approved Takeout, and (iii) all earnings on Permitted Investments; in each case received and deposited in the Deposit Account during or in respect of such Collection Period and the related Payment Date.

“Committed Amount” has the meaning set forth in the definition of Program Amount.

“Compliance Certificate” has the meaning set forth in Section 6.7 of this Agreement.

“Confidential Information” has the meaning set forth in Section 9.20.

“Contract” means an unsecured retail installment sale contract or other financing agreement for a Home Improvement Project acquired by the Borrower from an Approved Contractor in accordance with the Credit and Collections Policies and the Approved Takeout Conditions and documented on an Approved Form.

“Contract File” means, with respect to any Contract, (a) each of the Required Documents with respect to such Contract and (b) the Obligor application and any other agreements, files and records evidencing securing, guarantying or relating to such Contract.

“Contract Schedule” means the Contract Schedule in the form attached as Schedule IV hereto.

“Contract Datasite” means the database(s) accessible through the internet in which the Borrower stores electronic copies of the Required Documents.

“Contractor” means a contractor that in the ordinary course of business sells or installs Home Improvement Projects.

“Contractor Approval Policy” means the Renovate America Contractor Onboarding Standard setting forth the qualification requirements that entities must meet to become Approved Contractors, and any additions or modifications thereto that are in compliance with Section 7.10,

but excluding any provisions or requirements in the Renovate America Contractor Onboarding Standard that are solely applicable to the HERO program.

“Credit and Collection Policies” means collectively, the Compliance Management Program Policy, Consumer Credit Policy, Fair Lending Policy, Underwriting Policy, and Servicing and Collections Overview as in effect on the Closing Date, and any additions or modifications thereto that are in compliance with Section 7.10.

“Defaulted Contract” means any Contract (i) that has been pledged as Collateral under this Agreement for more than sixty (60) consecutive days, (ii) that is charged off or uncollectible, (iii) any portion of which is more than thirty (30) days contractually delinquent, or (iv) that the Borrower has knowledge that the related Debtor is subject to any bankruptcy or insolvency proceeding.

“Defaulting Lender” means any Lender that (i) has failed, within two (2) Business Days of the date required to be funded or paid (a) to fund any portion of its pro rata share of a Draw or (b) to pay the Borrower any other amount required to be paid by it hereunder, unless in the case of clause (a) such Lender notifies the Administrative Agent in writing (which may be provided via electronic mail) that such failure is the result of such Lender’s reasonable good faith determination that a condition precedent to funding hereunder (specifically identified and including the particular default, if any) has not been satisfied, (ii) has notified the Borrower in writing (which may be provided via electronic mail) that it does not intend or expect to comply with any of its funding obligations under this Agreement or generally under other agreements in which it commits to extend credit or (iii) has become the subject of an insolvency proceeding (other than an Undisclosed Administration). The term “Undisclosed Administration” means in relation to a Lender or its direct or indirect parent company that is a solvent person, the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian, or other similar official by a supervisory authority or regulator under or based on the law in the country where such Lender or such parent company is subject to home jurisdiction, if applicable law requires that such appointment not be disclosed. For the avoidance of doubt, the provisions relating to Defaulting Lenders herein are solely intended to describe the obligations amongst Lenders to the extent there are two or more Lenders party to this Agreement.

“Default Notice” means a notice delivered by the Administrative Agent to the Borrower declaring the occurrence and continuance of an Event of Default.

“Deposit Account” means the account listed as the Deposit Account on Exhibit E.

“Deposit Account Control Agreement” means a deposit account control agreement, with respect to the Program Funding Account and the Deposit Account, among the Borrower, the Collateral Agent and the Account Bank, in form and substance satisfactory to Administrative Agent and the Collateral Agent in their reasonable discretion.

“Determination Date” means, the last day of the related Collection Period.

“DIP Budget” means the budget prepared by the Borrower and approved by FAM and attached hereto as Exhibit D.

“DIP Facility” has the meaning set forth in the Recitals.

“DIP Liens” means the liens granted by the Borrower to the Collateral Agent for the ratable benefit of the Secured Parties to secure the Indebtedness.

“Disbursements Variance” has the meaning set forth in Section 6.4.

“Dollars” and “\$” means dollars in lawful currency of the United States of America.

“Draw” means any funding of the Lenders’ pro rata share of the Program Amount by the Administrative Agent at the direction of, or on behalf of, the Borrower subject to the terms and conditions of this Agreement.

“EEA Financial Institution” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegate) having responsibility for the resolution of any EEA Financial Institution.

“Electronic Collateral Control Agreement” means that certain Electronic Collateral Control Agreement, dated on or about the date hereof, among the Collateral Agent, Personal Energy Finance, Inc., Renovate America, Inc. and eOriginal, Inc.

“Eligible Contract” means, as of any date of determination, a Contract with respect to which each of the criteria set forth on Schedule II attached hereto relating to such Contract was true on the Borrowing Date and is true as of such date of determination.

“Eligible Property” means any residential property (not commercial) designated as eligible under the Credit and Collection Policies.

“Equipment” means any “equipment” as such term is defined in Article or Chapter 9 of the UCC, now owned or hereafter acquired by the Borrower.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” means (i) any corporation which is a member of the same controlled group of corporations (within the meaning of Section 414(b) of the Code) as the Borrower, (ii) a trade or business (whether or not incorporated) under common control (within the meaning of Section 414(c) of the Code) with the Borrower or (iii) a member of the same affiliated service group (within the meaning of Section 414(m) or (o) of the Code) as the Borrower.

“Event of Default” means and includes each of the Events of Default set forth in Section 8.1 of this Agreement.

“Excluded Taxes” means (i) Taxes imposed on or measured by an Indemnified Party’s net income (however denominated), and franchise taxes and branch profit taxes, in each case, (A) imposed on it, by the jurisdiction under the laws of which such Indemnified Party is organized, its principal or applicable lending office is located or any political subdivision of the foregoing or (B) that are Other Connection Taxes, (ii) Taxes imposed pursuant to FATCA, (iii) U.S. federal withholding Tax that is imposed on amounts payable to a Lender at the time such Lender became a party to this Agreement (or designated a new lending office) (other than as a result of an assignment made pursuant to clauses (c) and (g) of Section 9.7), except to the extent that such Lender, or in the case of an assignment or transfer, the assignor or transferring Lender was entitled at the time of designating a new lending office or assignment, participation or transfer (as applicable), to receive a payment under Section 9.7 with respect to such withholding Tax and (iv) any Tax that is attributable to a Lender’s failure to comply with Section 9.7(d).

“FAM” has the meaning set forth in the Recitals.

“FAM Loan Purchase Agreement” means that certain Loan Purchase Agreement, dated as of the date hereof, by and among PEFI, as seller and servicer, and FAM, as buyer (as the same may be amended, modified, supplemented or restated).

“FAM LPA Approval Order” means an order of the Bankruptcy Court, in form and substance reasonably acceptable to FAM, approving the FAM Loan Purchase Agreement.

“FAM Takeout” has the meaning given to such term in Section 3.5.

“FAS 166/167 Capital Guidelines” means the final rule, titled “Risk-Based Capital Guidelines; Capital Adequacy Guidelines; Capital Maintenance: Regulatory Capital; Impact of Modifications to Generally Accepted Accounting Principles; Consolidation of Asset-Backed Commercial Paper Programs; and Other Related Issues”, adopted December 15, 2009, by the United States banking regulatory agencies.

“FATCA” means Sections 1471 through 1474 of the Code as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any U.S. Treasury regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement treaty or convention among Governmental Authorities and implementing such Sections of the Code.

“Federal Reserve Bank of New York’s Website” means the website of the Federal Reserve Bank of New York at <http://www.newyorkfed.org>, or any successor source.

“Final Order” means the order of the Bankruptcy Court authorizing and approving the Borrower’s entry into this Agreement on a final basis, including the granting of the Liens in respect of the DIP Facility in favor of the Collateral Agent for the ratable benefit of the Secured Parties, which shall be in form and substance acceptable to FAM in its sole discretion.

“Fixed Commitment Amount” means an amount equal to twenty-three percent (23%) of the then current Program Amount.

“Funding Period” means the period that begins on the Closing Date and ends on the Maturity Date.

“Funding Request” has the meaning set forth in Section 2.1(b) of this Agreement.

“GAAP” means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

“General Intangibles” means any “general intangibles,” as such term is defined in Article or Chapter 9 of the UCC, now owned or hereafter acquired by the Borrower and, in any event, shall include, without limitation, each of the following, whether now owned or hereafter acquired by the Borrower: (a) all of the Borrower’s Intellectual Property; (b) all of the Borrower’s books, records, data, plans, manuals, computer software, computer tapes, computer disks, computer programs, source codes, object codes and all rights of the Borrower to retrieve data and other information from third parties; (c) all of the Borrower’s contract rights (including, without limitation, all of the Borrower’s right, title and interest in and to any amounts payable to it upon the termination, acceleration, liquidation or close-out of any repurchase agreement or any other master netting agreement (as such terms is defined in Bankruptcy Code Section 101(38A)), but only after giving effect to any netting, offset and recoupment rights of the parties thereto pursuant to the terms thereof or of any other agreement), partnership interests, membership interests, joint venture interests, securities, deposit accounts, securities accounts and certificates of deposit; (d) all rights of the Borrower to payment under chattel paper, documents, instruments and similar agreements; (e) letters of credit, letters of credit rights supporting obligations and rights to payment for money or funds advanced or sold of the Borrower; (f) all tax refunds and tax refund claims of the Borrower; (g) all choses in action and causes of action of the Borrower (whether arising in contract, tort or otherwise and whether or not currently in litigation), including all Avoidance Actions, and all judgments in favor of the Borrower; (h) all rights and claims of the Borrower under warranties and indemnities, (i) all health care receivables; and (j) all rights of the Borrower under any insurance, surety or similar contract or arrangement.

“Governmental Authority” means the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“Holdout Lender” has the meaning given to such term in Section 9.10(d).

“Home Improvement Project” means the repair, remodel, alteration, conversion or modernization of, or the addition to, a residential property, in each case provided by or installed by an Approved Contractor.

“Indebtedness” means all Draws, all fees and expenses of the Agents and Lender Professionals, debts, liabilities, indemnities, obligations and other indebtedness of the Borrower to the Secured Parties or any of their respective assigns, whether due or to become due, matured or unmatured, liquidated or unliquidated, contingent or non-contingent and all covenants and duties regarding such amounts, of any kind or nature, present or future, arising under this Agreement, the Notes and the other Loan Documents, together with Interest, reasonable and actually incurred costs, expenses, attorneys’ fees and other reasonable and actually incurred fees and charges as more fully set forth herein, whether or not any such Indebtedness may be barred under any statute of limitations or may be otherwise unenforceable or voidable for any reason.

“Indemnified Party” has the meaning given to such term in Section 9.6 of this Agreement.

“Indemnified Taxes” means (A) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrower under this Agreement or any Loan Document and (B) to the extent not otherwise described in (A), Other Taxes.

“ING” means ING Capital LLC.

“Initial Lender” has the meaning set forth in the Preamble.

“Initial Program Amount” means \$18,000,000.

“Instrument” shall mean any “instrument,” as such term is defined in Article or Chapter 9 of the UCC, now owned or hereafter acquired by the Borrower, and, in any event, shall include all promissory notes (including without limitation, any intercompany notes held by the Borrower), drafts, bills of exchange and trade acceptances, whether now owned or hereafter acquired.

“Intellectual Property” shall mean patents, patent licenses, copyrights, copyright licenses, trademarks, trademark licenses, trade secrets, registrations, goodwill, franchises, permits, proprietary information, customer lists, designs, inventions, and all other intellectual property rights.

“Interest” means, for any Interest Period and each Draw outstanding during such Interest Period, interest payable on the principal amount of such Draw computed pursuant to Section 2.1(e); provided, however, that (i) no provision of this Agreement shall require or permit the collection of Interest in excess of the Maximum Rate and (ii) Interest shall not be considered paid by any distribution if at any time such distribution is rescinded or must otherwise be returned for any reason.

“Interest Period” means, with respect to each Draw, (i) with respect to the initial Payment Date following the related Borrowing Date, the period from (and including) such

Borrowing Date to (but excluding) the date of such Payment Date, and (ii) with respect to each succeeding Payment Date, the period from and including the date of the immediately preceding Payment Date to but excluding the date of such current Payment Date; provided, however, that any Interest Period that commences before the Maturity Date that would otherwise end after the Maturity Date shall end on the Maturity Date or, if later, the date when actually paid to the Administrative Agent for the benefit of the Lenders.

"Interest Rate" means 7% per annum, compounded monthly.

"Interim Order" means the order of the Bankruptcy Court authorizing and approving the Borrower's entry into this Agreement on an interim basis, including the granting of the Liens in respect of the DIP Facility in favor of the Collateral Agent for the ratable benefit of the Secured Parties, which shall be in form and substance acceptable to FAM in its sole discretion.

"Inventory" means any "inventory," as such term is defined in Article or Chapter 9 of the UCC, now owned or hereafter acquired by the Borrower.

"Investment Property" means any "investment property" as such term is defined in Article or Chapter 9 of the UCC, now owned or hereafter acquired by the Borrower, and in any event, shall include without limitation all shares of stock and other equity, partnership or membership interests constituting securities, of the domestic subsidiaries of the Borrower from time to time owned or acquired by the Borrower in any manner (including, without limitation, the Pledged Shares), and the certificates and all dividends, cash, instruments, rights and other property from time to time received, receivable or otherwise distributed or distributable in respect of or in exchange for any or all of such shares, but excluding any shares of stock or other equity, partnership or membership interests in any foreign subsidiaries of the Borrower.

"IPO" has the meaning set forth in Section 3.1.

"Lender" or "Lenders" means, individually or collectively, the Initial Lender, and each of its successors and assigns, if any, and each other party that becomes a party to this Agreement as a "Lender" and their respective successors and assigns, including, without limitation, any assignee or other transferee pursuant to Section 9.4 of this Agreement.

"Lender Assignment Agreement" means an agreement substantially similar in form and substance to the form of Lender Assignment and Acceptance Agreement attached hereto as Exhibit C.

"Lender Group" means the group of Lenders consisting of the Initial Lender and other Lenders acceptable to the Administrative Agent and the Borrower and as set forth on Schedule III attached hereto.

"Lender Professionals" means Hunton Andrews Kurth LLP and Morris, Nichols, Arsht & Tunnell LLP.

"Loan Documents" means this Agreement, the Interim Order, the Final Order, any Security Agreement, the Deposit Account Control Agreement(s), the Electronic Collateral

Control Agreement, the Servicing Agreement, the Servicing Agreement Amendment, and, if any issued hereunder, the Notes.

“Majority Lenders” means the Lenders whose pro rata share of the Program Amount equal more than fifty percent (50%) of the aggregate Program Amount.

“Master Contract Schedule” means the Master Contract Schedule in the form attached hereto as Schedule I, which reflects the current information for all Contracts outstanding as of the date of such Master Contract Schedule, as the same may be amended, modified, supplemented, restated or replaced from time to time in accordance with the terms of this Agreement.

“Material Adverse Effect” means any occurrence, change, event, effect or circumstance, that, individually or when taken together with all other relevant occurrences, changes, events, effects or circumstances, has, or would reasonably be expected to have, a material adverse impact or effect on (a) the financial condition, business or operations of the Borrower, (b) the value of the Collateral taken as a whole, (c) the validity, enforceability, collectibility or transferability of any material portion of the Contracts comprising Collateral, (d) the ability of the Borrower to perform any of its obligations under this Agreement or any other Loan Document to which either is a party; or (e) the legality, validity, binding effect or enforceability of this Agreement or any other Loan Document.

“Maturity Date” means the earliest of (i) the date that is ninety (90) days after the Closing; (ii) the effective date of a Chapter 11 plan of the Borrower; (iii) the consummation of the transactions contemplated by the Stalking Horse APA; (iv) the date on which the Auction closes or the Borrower files a notice with the Bankruptcy Court identifying a successful Auction bidder or bidders other than the Stalking Horse Bidder, whichever is earlier, or the date on which the Borrower shall otherwise agree (other than pursuant to the Auction) to sell all or substantially all of the Purchased Assets to any party other than the Stalking Horse Bidder; and (v) the acceleration of the Indebtedness, including, without limitation, as a result of the delivery of a Default Notice.

“Maximum Loan Amount” means, as of any date of determination, the sum of (i) ninety percent (90%) of the Aggregate Principal Balance plus accrued interest under the Contracts as of such date and (ii) the Fixed Commitment Amount as of such date; provided, however, that notwithstanding the foregoing limitation, the Maximum Loan Amount shall not exceed the Program Amount.

“Maximum Program Amount” means \$50,000,000.

“Maximum Rate” has the meaning given to such term in Section 9.11.

“Measuring Period” has the meaning given to such term in Section 6.4.

“Non-U.S. Lender” means each Lender that is not a “U.S. Lender”.

“Note” means any promissory note evidencing the obligations of the Borrower to repay the Draws to a Lender in substantially the form attached hereto as Exhibit A.

“Note Register” has the meaning given to such term in Section 9.10(a).

“Obligor” means, in respect of any Contract, the Person primarily obligated to pay amounts due in respect of such Contract, including any applicable guarantors.

“Origination Fee” means the \$175,000 fee payable to FAM on the Closing Date, which shall be paid as set forth in Section 2.1(d).

“Other Connection Taxes” means, with respect to any Indemnified Party, Taxes imposed as a result of a present or former connection between such Indemnified Party and the jurisdiction imposing such Tax (other than connections arising from such Indemnified Party having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Note or Indebtedness under this Agreement or any other Loan Document).

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, this Agreement or any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to clauses (c) and (g) of Section 9.7).

“Outstanding Principal Balance” means the aggregate unpaid principal balance of all Draws made to the Borrower under this Agreement.

“Participant Register” has the meaning given to such term in Section 9.4.

“PATRIOT Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. No. 107-56, 115 Stat. 272 (2001).

“Payment Date” means (i) each date on which payments of purchase price are made in cash to the Borrower from the sale of Contracts pursuant to an Approved Takeout (other than pursuant to the FAM Loan Purchase Agreement) and (ii) each date on which outstanding Indebtedness under this Agreement is deemed paid in connection with sales and purchases of Contracts under the FAM Loan Purchase Agreement. For the avoidance of doubt, the Maturity Date, with respect to all Indebtedness not paid in full, shall be a Payment Date.

“PEFI” has the meaning set forth in the Recitals.

“PEFI / ING Facility” means that certain Loan and Security Agreement dated as of December 9, 2019 (as amended, modified, or supplemented thereafter) by and among PEFI, as borrower, ING, as administrative agent and initial lender, and TMF Group New York, LLC, as collateral agent and escrow agent.

“Permitted Investments” means any of the following negotiable instruments or securities or other investments:

(i) marketable obligations of the United States, the full and timely payment of which are backed by the full faith and credit of the United States and which have a maturity of not more than 365 days from the date of acquisition;

(ii) bankers' acceptances and certificates of deposit and other interest-bearing obligations (in each case having a maturity of not more than 270 days from the date of acquisition) denominated in Dollars and issued by any bank with capital, surplus and undivided profits aggregating at least \$5,000,000,000, the short-term obligations of which meet or exceed the Short-Term Rating Requirement;

(iii) commercial paper rated at least A-1 by S&P and Prime-1 by Moody's;

(iv) demand deposits, bank deposit products, time deposits or certificates of deposit (having original maturities of no more than 365 days) of depository institutions or trust companies incorporated under the laws of the United States or any State (or domestic branches of any foreign bank) and subject to supervision and examination by federal or State banking or depository institution authorities; *provided, however*, that at the time such investment, or the commitment to make such investment, is entered into, the short-term debt rating of such depository institution or trust company shall meet or exceed the Short-Term Rating Requirement;

(v) investments in money market funds for which the Account Bank is investment manager, controlling party or advisor having a rating, as of the time of such investment, in the highest rating category from any rating agency then rating such investment; provided that such money market funds participate in investments solely of the type described in clause (i) above; and

(vi) any other investments approved in writing by the Administrative Agent (acting in its sole discretion).

"Permitted Liens" means (a) the DIP Liens; (b) any other Liens in favor of Lenders; (c) liens for taxes, assessments or similar charges either not yet delinquent or being contested in good faith and by appropriate proceedings and as to which adequate reserves have been provided; (d) deposits or pledges to secure obligations under worker's compensation, social security or similar laws, or under unemployment insurance; (e) liens arising by virtue of the rendition, entry or issuance against the Borrower, or any property of the Borrower, of any judgment, writ, order, or decree so long as such lien is in existence for less than thirty consecutive days after it first arises and is being contested in good faith and for which adequate reserves have been provided; (f) deposits made in the ordinary course of business to secure liability to insurance carriers; (g) liens granted to financial institutions as a part of their normal deposit account opening instructions in connection with the Deposit Account and the Program Funding Account; and (h) liens granted by RAI to secure obligations under the Renovate / ING Facility.

"Permitted Variance" means: (x) with respect to the Receipts Variance: (i) for the first three Measuring Periods following the Petition Date, the Receipts Variance shall not be greater than a 20%; and (ii) for the following Measuring Periods, the Receipts Variance shall not be

greater than 15%; and (y) with respect to the Disbursements Variance, for any Measuring Period, the Receipts Variance shall not be greater than 15%.

“Person” means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof, or any other form of entity.

“Petition Date” has the meaning set forth in the Recitals.

“Post-Default Interest Rate” means nine percent (9%) per annum compounded monthly.

“Prime Rate” means, on any day, the annual rate of interest for such day published by *The Wall Street Journal* as the “U.S. Prime Rate” and, if not published by *The Wall Street Journal*, then the rate reasonably established by Administrative Agent as its prime rate, as notified in writing by the Administrative Agent to the Borrower.

“Principal Balance” means, with respect to any Contract, as of any date of determination, the outstanding principal amount thereof.

“Proceeds” means any “proceeds,” as such term is defined in Article or Chapter 9 of the UCC and, in any event, shall include, but not be limited to, (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Borrower from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to the Borrower from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any Governmental Authority (or any Person acting, or purporting to act, for or on behalf of any Governmental Authority), and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“Program” means the secured revolving loan program set forth in this Agreement.

“Program Amount” means collectively with respect to each Lender, such Lender’s pro rata share of an amount determined from time to time by the Borrower with the consent of the Lenders up to an amount not to exceed the Maximum Program Amount; provided, however, that during the period commencing on the Closing Date and until such time as the first Requested Increase Amount shall be effective, the Program Amount shall be the Initial Program Amount, which amount may be incrementally increased at any time and from time to time in amounts aggregating (together with the Initial Program Amount) up to the Maximum Program Amount pursuant to the procedures set forth in Section 2.1(c).

“Program Deficiency” means, at any time, the amount (if any) by which the Aggregate Unpaid exceed the Maximum Loan Amount.

“Program Funding Account” means the account listed as the Program Funding Account on Exhibit E.

“Purchased Assets” has the meaning set forth in the Recitals.

“RAI” has the meaning set forth in the Recitals.

“Receipts Variance” has the meaning given to such term in Section 6.4.

“Regulatory Change” means (i) any change after the date of this Agreement in the United States (federal, state or municipal) or foreign laws, regulations (including Regulation D) or accounting principles or the adoption or making after such date of any interpretations, directives or requests of or under any United States (federal, state or municipal) or foreign laws, regulations (whether or not having the force of law) or accounting principles by any court, governmental or monetary authority, or accounting board or authority (whether or not part of government) charged with the establishment, interpretation or administration thereof and (ii) any change, whether commenced prior to or after the Closing Date, relating to (a) the FAS 166/67 Capital Guidelines, (b) the second Basel Accord issued by the Basel Committee on Banking Supervision, (c) the third Basel Accord issued by the Basel Committee on Banking Supervision, or (d) the Dodd-Frank Wall Street Reform and Consumer Protection Act, or any existing or future rules, regulations, guidance, interpretations or directives from the bank regulatory agencies relating to the FAS 166/167 Capital Guidelines, the second Basel Accord issued by the Basel Committee on Banking Supervision, the third Basel Accord issued by the Basel Committee on Banking Supervision or the Dodd-Frank Wall Street Reform and Consumer Protection Act (whether or not having the force of law). For the avoidance of doubt, any change in accounting standards or the issuance of any other pronouncement, release or interpretation (or revisions to the foregoing) that causes or requires the consolidation of all or a portion of the assets and liabilities of a Borrower with the assets and liabilities of the Administrative Agent, the Collateral Agent or the Lenders shall constitute a Regulatory Change.

“Related Parties” means, as to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents, attorneys-in-fact, trustees, administrators, managers, advisors and representatives of such Person and of such Person’s Affiliates.

“Remedies Notice Period” means the period beginning on the date when the Administrative Agent delivers a Default Notice to Borrower and ending on the fifth day thereafter.

“Renovate / ING Facility” means the Amended and Restated Credit Agreement, dated as of March 22, 2019, by and among Renovate America, Inc., as borrower, Cortland, as collateral agent and escrow agent, ING, as administrative agent and initial lender, and the other lenders party thereto from time to time, as the same may be amended, modified, supplemented or restated from time to time.

“Requested Increase Amount” has the meaning set forth in Section 2.1(c).

“Required Documents” means, for each Contract, originals (except as otherwise indicated) of the following documents or instruments:

(a) the single authoritative copy of the electronic record that evidences the Contract (which includes the truth in lending regulatory disclosure statements applicable to such Contract), as fully executed by the applicable Contractor and the Obligor(s), together with any amendments or modifications thereto, and any other applicable regulatory disclosure statements

(such as “Gramm Leach Bliley”, “Equal Credit Opportunity Act and Fair Credit Reporting Act” disclosures); provided that so long as such disclosure statements are maintained by the Borrower or the Servicer and are made available upon request, such disclosure statements need not be delivered to the electronic vault maintained in the name of the Borrower;

(b) any written or tape recorded authorization for payment by ACH (including amendments thereto) provided by the Obligor; provided that so long as such written or tape recorded authorizations are maintained by the Borrower or the Servicer and made available upon request, such authorization need not be delivered to the electronic vault maintained in the name of the Borrower;

(c) the related Assignment by Seller; and

(d) all documents and agreements delivered to or executed by the related Obligor contemporaneously with the related Contract in accordance with the Contractor’s then current customary practices and procedures;

provided, however, that all parties acknowledge and agree that copies of such Required Documents (if provided other than to the Collateral Agent or Servicer) will exclude the related Obligor name, address, social security number and other personally identifiable information and will instead be referenced by a loan number so as to comply with regulations regarding protection of personally identifiable information.

“Required Lenders” means (a) all Lenders then party hereto if there are less than three (3) Lenders or if the aggregate Program Amount has expired or been terminated, and (b) if there are three (3) or more Lenders under this Agreement, the Majority Lenders.

“Sanctions” has the meaning set forth in Section 5.1(v).

“Secured Parties” means the Agents and the Lenders.

“Security Agreement” means and includes, to the extent in writing and signed by the Borrower, each agreement creating a Security Interest.

“Security Interest” means and includes without limitation any and all present and future mortgages, pledges, liens, security interests, assignments and other security agreements securing the repayment of the Indebtedness, whether created by law, contract, or otherwise.

“Servicer” means Concord Servicing Corporation.

“Servicing Agreement” means the Servicing Agreement, dated as of September 14, 2015, between the Borrower and the Servicer, as amended, modified, supplemented or restated from time to time.

“Servicing Agreement Amendment” means the amendment to the Servicing Agreement, dated on or about the date hereof, by and among the Borrower, Collateral Agent, and the Servicer, in form and substance reasonably satisfactory to the Collateral Agent, providing for,

among other things, all Collections under or in respect of Contracts shall be deposited into the Deposit Account directly by the relevant Obligor or by the Servicer.

“Settlement Agent” means Performance Trust or another financial institution acceptable to the Administrative Agent.

“Short Term Rating Requirement” means at least A-1 by S&P and Prime-1 by Moody’s.

“Software” means all “software” as such term is defined in Article or Chapter 9 of the UCC, now owned or hereafter acquired by the Borrower.

“Sources and Uses Statement” means a schedule substantially similar in form and substance to the form of Sources and Uses Statement attached hereto as Exhibit F.

“Stalking Horse APA” has the meaning set forth in the Recitals.

“Stalking Horse Bid” means the bid of the Stalking Horse Bidder as set forth in the Stalking Horse APA.

“Stalking Horse Bidder” means FAM or its designee, as set forth in the Stalking Horse APA.

“State” means a State of the United States, the District of Columbia, Puerto Rico, the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction of the United States.

“Subsidiary” means, with respect to any Person, (a) any corporation, association or other business entity of which more than 50% of the total voting power of shares of voting securities/equities thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other subsidiaries of such Person or a combination thereof, or which is otherwise controlled directly or indirectly by such Person by voting agreement or other contract, and (b) any partnership in which such Person or any of its subsidiaries is a general partner.

“Taxes” means all present or future taxes, levies, imposts, duties, deductions, assessments, fees or other charges or withholdings (including backup withholdings) imposed by any Governmental Authority and all interest, additions to tax, or penalties with respect thereto.

“Termination Event” means that activities of the Initial Lender, the Lender Group, the Collateral Agent, or the Administrative Agent are suspended or terminated by a regulatory authority, and written notice thereof is provided to the Borrower.

“UCC” means, the Uniform Commercial Code, as in effect from time to time in the State of New York; provided that, if perfection or the effect of perfection or non-perfection or creation or priority of any security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, “UCC” shall mean the Uniform Commercial Code, as in effect from time to time in such other jurisdictions for purposes

of the provisions hereof relating to such perfection, effect of perfection or non-perfection or creation or priority of a security interest.

“USCO” has the meaning set forth in Section 3.1.

“U.S. Lender” means a Lender that is a “United States person” under Section 7701(a)(30) of the Code.

“USPTO” has the meaning set forth in Section 3.1.

“Variance Report” has the meaning given to such term in Section 6.4.

“Write-down and Conversion Powers” means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

Section 1.2 Money. All references to dollar amounts in the Loan Documents shall mean amounts in lawful money of the United States of America.

Section 1.3 Division or Plan of Division under Delaware Law. Without the prior written consent of the Administrative Agent, Borrower shall not undertake or purport to enter into, cause or consent to any division or plan of division under Delaware law (or any comparable event under a different jurisdiction’s laws) if any asset, right, obligation or liability of the Borrower comprising Collateral under this Agreement or securing the obligations of the Borrower under this Agreement would, pursuant to such division or plan of division become an asset, right, obligation or liability of a different Person other than the Administrative Agent (for the benefit of the Lenders) or of the Lenders. However, to the extent that pursuant to any such division or plan of division any such asset, right, obligation or liability of the Borrower becomes an asset, right, obligation or liability of the Administrative Agent or a Lender, then (a) it shall be deemed to have been transferred from the Borrower to the Administrative Agent (for the benefit of the Lenders) or to the Lenders, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its equity interests at such time.

ARTICLE II **PROGRAM AMOUNT**

Section 2.1 Program Amount.

(a) Commitment / Option to Fund Draws. Subject to and upon the terms and conditions contained in this Agreement, and relying on the representations and warranties contained in this Agreement, each Lender agrees to make loans to the Borrower, such loans to be made in one or more Draws during the Funding Period, provided that in no event shall any Lender be obligated to fund any Draw if, after giving effect to such Draw, the Outstanding Principal Balance would exceed the lesser of the Maximum Loan Amount or the Program Amount; provided, further, that no Lender shall be obligated to fund any Draw if, after giving effect thereto, the aggregate amount of all Draws outstanding from such Lender would exceed

such Lender's Program Amount. Neither the Administrative Agent nor any Lender shall be responsible for the failure of any other Lender to fund any Draw. No Draw will be permitted after the Funding Period has terminated. Within the foregoing limits, the Borrower may borrow under the Program during the Funding Period and prepay in accordance with the provisions of Section 2.1(f), (g) and (h). Each Lender may at its option fund any Draw if, after giving effect to such Draw, the Outstanding Principal Balance would exceed the lesser of the Maximum Loan Amount or the Program Amount.

(b) *Making a Draw on the Program Amount.* During the Funding Period, so long as no Event of Default or Termination Event has occurred and is continuing, any Authorized Individual of the Borrower may request a Draw under the Program Amount in writing (which may be provided via electronic mail) in the form of Exhibit B attached to this Agreement (the "Funding Request"). Each Funding Request shall be delivered to the Administrative Agent not later than 11:59 p.m., New York, New York time, one (1) Business Day prior to the requested Borrowing Date, and shall be accompanied by a duly executed Compliance Certificate certifying as to the satisfaction of all conditions precedent to a Draw hereunder and under the Loan Documents and delivered to the Administrative Agent. Each Draw shall be conclusively deemed to have been made at the request of and for the benefit of Borrower when drawn in accordance with the instructions of an Authorized Individual. Each Draw, other than in respect of fees as described in Section 2.1(d) below, shall be funded pro-ratably by the Lenders to the Program Funding Account no later than 2:00 p.m., New York, New York time, on each Borrowing Date.

(c) *Increase in Program Amount.* At any time and from time to time, the Borrower shall have the right to request one or more increases in the Program Amount from the Initial Program Amount to an amount not to exceed the Maximum Program Amount by delivering written notice of each such request to the Administrative Agent on or prior to 1:00 p.m. (New York, New York time). Each such request shall specify the amount of the requested increase (the "Requested Increase Amount"), which amount shall be in a minimum amount of \$5,000,000, and no such request shall cause the Program Amount to exceed the Maximum Program Amount. The Administrative Agent shall duly notify the Lenders of the Requested Increase Amount and each such Lender shall advise the Administrative Agent of its determination to consent to or to withhold consent to any such request (each Lender acting in its sole individual discretion) no later than 5:00 p.m. (New York, New York time) on the date of the Borrower's notice. A Lender's failure to respond in accordance with the foregoing schedule shall be deemed to be such Lender's rejection of the Requested Increase Amount for all purposes of this Agreement. At the request of the Borrower or the Administrative Agent, the parties to this Agreement shall enter into an amendment to this Agreement to memorialize the increase in the Program Amount, which amendment shall be in form and substance reasonably satisfactory to the Administrative Agent and the Borrower. In the event any one or more of the Lenders shall not have consented to the Borrower's request to increase the Program Amount, the Program Amount shall remain unchanged.

(d) *Draw for Fees.* Each Lender shall include in the amount of any Draw requested in accordance with Section 2.1(b) such amount as Borrower may request in order to pay to such Lender any fee or charge provided for under this Agreement or any other Loan Document, including, in the case of the first Draw funded by FAM on the Closing Date, the

Origination Fee and all fees and expenses of the Agents, including the fees and expenses of the Lender Professionals.

(e) *Interest.* The Outstanding Principal Balance under the Notes shall bear Interest at the Interest Rate, provided, however that after the occurrence and continuance of an Event of Default, at the option of the Lenders by written notice (which may be provided by electronic mail) to the Borrower and the Administrative Agent, the Outstanding Principal Balance under the Notes shall bear interest at the Post-Default Interest Rate. The Borrower shall make payments to the Administrative Agent for the account of the Lenders of unpaid Interest accrued on the Outstanding Principal Balance with respect to Contracts that are sold in an Approved Takeout (other than to FAM) on each Payment Date. All unpaid and accrued Interest not due and payable earlier, shall be paid by Borrower to the Administrative Agent for the account of the Lenders on the Maturity Date.

(f) *Mandatory Principal Repayments.* In addition to the requirements to repay all or any part of the other Indebtedness under this Agreement in accordance with the terms hereof, Borrower shall pay to the Administrative Agent for the account of the Lenders on the Maturity Date in full the aggregate Outstanding Principal Balance and all accrued unpaid Interest, together with all other Indebtedness, if any, not yet paid. Notwithstanding the foregoing sentence, if the Maturity Date occurs on account of an event described in clause (iv) of the definition of "Maturity Date," the aggregate Outstanding Principal Balance and all accrued unpaid Interest, together with all other Indebtedness shall be due and payable in full within five (5) Business Days of such Maturity Date, and the Funding Period shall not expire until the expiration of such five (5) Business Day period so long as the Lenders have received, in form and substance satisfactory to each DIP Lender in its sole reasonable discretion, (i) an executed commitment to repay the aggregate Outstanding Principal Balance and all accrued unpaid Interest, together with all other Indebtedness within such five (5) Business Day period, and (ii) proof of funds with respect to such commitment.

(g) *Optional Principal Prepayments.* Borrower shall have the right to prepay all or a portion of the Indebtedness in connection with an Approved Takeout. Other than in connection with an Approved Takeout, the Borrower shall not prepay any portion of the Indebtedness without the written consent of the Administrative Agent.

(h) *Payments in General.* All amounts required to be paid pursuant to this Article II shall be paid and applied in accordance with the priorities set forth in Section 3.5.

Section 2.2 Fees. The Borrower agrees to pay the Origination Fee as set forth in Section 2.1(d). The Borrower further agrees to pay all reasonable costs and expenses (including reasonable and documented attorneys' fees and expenses) incurred by FAM and its employees, agents, and Lender Professionals (whether incurred prior to the Petition Date or after the Petition Date) in connection with the negotiation, documentation, execution and approval of, and enforcement of remedies under, the Loan Documents (including, but not limited to, fees and expenses incurred by the Lender Professionals in connection with any motion, court appearance or other matter directly or indirectly related to this Agreement, the Interim Order, the Final Order, or any other Loan Document). Borrower's payment obligations under this Section 2.2 constitute Indebtedness.

Section 2.3 Payments Generally; Credit Bidding.

(a) All amounts owing and payable to each Lender, in respect of the Indebtedness or any other amount, including the principal thereof, Interest, fees, indemnities, expenses or other amounts payable under this Agreement, shall be paid by the Borrower to the Administrative Agent (pursuant to wiring instructions from time to time provided by Administrative Agent) for the ratable benefit and account of the Lenders and the Agents, in Dollars, in immediately available funds, in accordance with priorities set forth in Section 3.5, and all without counterclaim, setoff, deduction, defense, abatement, suspension or deferment. Payments received by the Administrative Agent after 3:00 p.m. (*New York, New York time*) on a Business Day may be deemed to have been paid on the next following Business Day.

(b) Except as otherwise expressly provided herein, all computations of Interest, fees and other Indebtedness shall be made on the basis of a year of 365 days and the actual days elapsed in computing Interest on the Draws, the date of the making of the initial Draw shall be included and the date of payment shall be excluded, provided, however, that if any Draw is repaid on the date made, one day of Interest shall accrue thereon. All computations made by Administrative Agent under this Agreement shall be conclusive absent manifest error provided that the foregoing is not intended to limit the Borrower's right to raise reasonable objections to any such calculations within a reasonable time period.

(c) The Secured Parties hereby irrevocably authorize and gives the power and right to, without further assent of such Secured Parties, the Administrative Agent, at the direction of the Required Lenders, to "credit bid" all or any portion of the Indebtedness (including accepting some or all of the Collateral in satisfaction of some or all of the Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral: (i) as contemplated by and pursuant to the Stalking Horse Bid; (ii) at any other sale of the Collateral conducted under the provisions of the Bankruptcy Code or as part of any restructuring plan confirmed under the Bankruptcy Code, including under Section 363, 1123 or 1129 of the Bankruptcy Code; or (iii) at any other sale or foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Administrative Agent (whether by judicial action or otherwise) in accordance with Applicable Law, including pursuant to Section 9-610 or 9-620 of the UCC.

(d) In connection with any such credit bid and purchase, the Indebtedness owed to the Secured Parties shall be entitled to be, and shall be, credit bid on a ratable basis (with Indebtedness with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that would vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) in the asset or assets so purchased (or in the equity interests or debt instruments of any acquisition vehicles that are used to consummate such purchase). In connection with any such credit bid, (i) the Administrative Agent is hereby authorized to form one or more acquisition vehicles to make a bid (including forming one or more acquisition vehicles to effectuate the Stalking Horse Bid), (ii) the Administrative Agent is hereby authorized to adopt documents providing for the governance of such acquisition vehicles (provided that any actions by the Administrative Agent with respect to such acquisition vehicles, including any disposition of the assets or equity interests thereof, shall be governed, directly or indirectly, by

the vote of the Required Lenders, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in Section 9.10(d), (iii) the Administrative Agent is hereby authorized to assign the relevant Indebtedness to such acquisition vehicles (including to the Stalking Horse Bidder) pro rata by the Lenders, as a result of which each of the Lenders shall be deemed to have received a pro rata portion of any equity interests and/or debt instruments issued by such acquisition vehicles (including the Stalking Horse Bidder) on account of the assignment of the Indebtedness to be credit bid, all without the need for any Secured Party or any acquisition vehicle to take any further action, and (iv) to the extent that the Indebtedness is assigned to any acquisition vehicle (including the Stalking Horse Bidder) are not used to acquire Collateral for any reason (as a result of another bid being higher or better, because the amount of Indebtedness assigned to such acquisition vehicle exceeds the amount of debt credit bid by such acquisition vehicle, or otherwise), such Indebtedness shall automatically be reassigned to the Lenders pro rata and the equity interests and/or debt instruments issued by such acquisition vehicle on account of the Stalking Horse Bid that had been assigned to such acquisition vehicle shall automatically be cancelled, without the need for any Secured Party or any acquisition vehicle to take any further action.

(e) Each Secured Party hereby agrees that, except as otherwise provided in any Loan Documents or with the written consent of the Administrative Agent and the Required Lenders, it will not take any enforcement action, accelerate obligations under any Loan Documents, or exercise any right that it might otherwise have under Applicable Law to credit bid at foreclosure sales, UCC sales or other similar dispositions of Collateral.

ARTICLE III **COLLATERAL**

Section 3.1 Collateral. To secure payment of the Indebtedness and performance of all other obligations and duties owed by the Borrower to Lenders under this Agreement or any other Loan Document, the Borrower grants to the Collateral Agent on the Closing Date, for the ratable benefit of the Secured Parties, a continuing Security Interest in the Collateral, whether now owned or existing or hereafter created, acquired, or arising and wheresoever located. Except for any Permitted Liens or as otherwise permitted hereunder, the Borrower agrees not to transfer or encumber any of the Collateral, without the written consent (including by email) of the Collateral Agent (at the written direction of the Administrative Agent (acting at the direction of the Lenders)). By its signature hereto, the Borrower hereby authorizes the Collateral Agent to file against the Borrower, one or more financing, continuation or amendment statements pursuant to the Uniform Commercial Code or assignment documentation with the U.S. Patent and Trademark Office ("USPTO"), U.S. Copyright Office ("USCO") and similar foreign intellectual property offices (collectively, "IPOs") in form and substance satisfactory to the Collateral Agent. In addition, the Borrower shall provide to the Lender UCC financing statements and assignment documentation to be filed with one or more IPOs required or reasonably requested by the Collateral Agent to be filed in order to create in favor of the Collateral Agent a perfected Lien on the Collateral, which shall be in proper form for filing, registration, or recordation. All charges, expenses, and fees the Collateral Agent may incur in doing any of the foregoing, and any local taxes relating thereto, shall constitute Indebtedness. Following the occurrence an Event of Default, the Collateral Agent may, consistent with the Interim Order or Final Order, as applicable,

take such steps as the Collateral Agent deems necessary to protect the interest of the Secured Parties in, and to preserve, the Collateral.

Section 3.2 Collateral Representations and Warranties. In addition to the agreements, representations and warranties included in any Security Agreement, with respect to Contracts included in the Collateral, the Borrower agrees and represents and warrants to Secured Parties that (a) all such Contracts were or will be acquired by Borrower in the ordinary course of business and Credit and Collection Policies of Borrower and will comply with all applicable federal, State and local laws, ordinances, rules, and regulations, (b) the Contracts financed by any Draw and set forth in the Master Contract Schedule conform in all material respects to the requirements set forth on Schedule II and all conditions to the purchase commitment of the Approved Takeout, (c) all Contracts information listed on schedules or supplied in any Funding Requests delivered to Lenders in accordance with the terms of this Agreement will be true and correct in all material respects, and (d) the Required Documents shall be true, accurate and complete prior to a request for a Draw in respect of the Contracts relating to such Required Documents. Any inspection, examination, review or audit of the records of the Borrower allowed under this Agreement shall be conducted at the offices of the Borrower or the Collateral Agent, to the extent any such records are in Collateral Agent's possession or control (or any securities intermediary appointed to act on its behalf) during normal business hours after at least five (5) Business Days' prior written notice (which may be provided by electronic mail).

Section 3.3 Accounts.

(a) Deposit Account. Pursuant to the Servicing Agreement Amendment, the Borrower shall require that all Collections under or in respect of Contracts shall be deposited into the Deposit Account directly by the relevant Obligor or by the Servicer. The Borrower shall also instruct any purchaser under an Approved Takeout to make payments for the purchase of Contracts from the Borrower directly to the Settlement Agent, which shall in turn remit the portion necessary to reduce the Outstanding Principal Balance directly to the Administrative Agent, as set forth in a Sources and Uses Statement approved or deemed approved by the Administrative Agent in accordance with the following sentence. The Borrower shall deliver a copy of such Sources and Uses Statement to the Administrative Agent (at one or more email addresses notified by the Administrative Agent to the Borrower from time to time) no later than one Business Day prior to the time at which payment is to be made by the respective purchaser, and shall not complete the related sale of Contracts until the earlier of (x) receipt of written approval from the Administrative Agent, which may be by email, or (y) twenty four hours has elapsed since the Sources and Uses Statement was sent to the Administrative Agent at which time approval from the Administrative Agent is deemed given. Alternatively, the Borrower may direct any purchaser under an Approved Takeout to make payments for the purchase of Contracts from the Borrower, to the extent such Contracts are part of the Collateral at the time of such sale, directly to the Deposit Account. Collections received directly by the Borrower or its Affiliates in respect of the Contracts shall be deposited into the Deposit Account, no later than two (2) Business Days after receipt. During the term of this Agreement, all Collections received in the Deposit Account shall be disbursed by the Borrower solely in accordance with the settlement procedures set forth in Section 3.5. Deposit Account balances, in excess, if any, of the Indebtedness due and payable on such Payment Date prior to the occurrence of an Event of Default or Termination Event shall be remitted to Borrower in accordance with the settlement

procedures set forth in Section 3.5. After the occurrence of an Event of Default or a Termination Event no amounts on deposit in the Deposit Account shall be disbursed to the Borrower until such time as the Indebtedness is paid in full. To the extent there are uninvested amounts on deposit in the Deposit Account, such amounts may only be invested in Permitted Investments (which may be pursuant to a standing order), which Permitted Investments shall be selected (i) prior to the occurrence of any Termination Event or any Event of Default, by the Borrower, or (ii) from and after the occurrence of any Termination Event or any Event of Default, by the Administrative Agent. Absent such written direction, the amounts on deposit in the Deposit Account shall remain uninvested. No Permitted Investment may be purchased at a premium and all Permitted Investments can be purchased by the Account Bank or through an Affiliate of the Account Bank. Each of the Borrower and the Administrative Agent acknowledges that upon its written request and at no additional cost, it has the right to receive notification after the completion of each purchase and sale of Permitted Investments or the Account Bank's receipt of a broker's confirmation. Each of the Borrower and the Administrative Agent agrees that such notifications shall not be provided by the Account Bank hereunder, and the Account Bank shall make available, upon request and in lieu of notifications, periodic account statements that reflect such investment activity. No statement need be made available for any fund/account if no activity has occurred in such fund/account during such period. All earnings on Permitted Investments shall be credited to the Deposit Account.

(b) Program Funding Account. All Draws shall be deposited into the Program Funding Account, which shall be subject to the Deposit Account Control Agreement. After the occurrence of an Event of Default or a Termination Event, no amounts on deposit in the Program Funding Account shall be disbursed to the Borrower or any of its Affiliates until such time as the Indebtedness is paid in full, and the Administrative Agent may direct the Collateral Agent to apply funds then on deposit in the Program Funding Account, to cause the deposit of the same into the Deposit Account, the immediate application thereof to repay Indebtedness or otherwise. To the extent there are uninvested amounts on deposit in the Program Funding Account, such amounts may only be invested in Permitted Investments (which may be pursuant to a standing order), which Permitted Investments shall be selected (i) prior to the occurrence of any Termination Event or any Event of Default, by the Borrower, or (ii) from and after the occurrence of any Termination Event or any Event of Default, by the Administrative Agent. Absent such written direction, the amounts on deposit in the Program Funding Account shall remain uninvested. No Permitted Investment may be purchased at a premium and all Permitted Investments can be purchased by the Account Bank or through an Affiliate of the Account Bank. Each of the Borrower and the Administrative Agent acknowledges that upon its written request and at no additional cost, it has the right to receive notification after the completion of each purchase and sale of Permitted Investments or the Account Bank's receipt of a broker's confirmation. Each of the Borrower and the Administrative Agent agrees that such notifications shall not be provided by the Account Bank hereunder, and the Account Bank shall make available, upon request and in lieu of notifications, periodic account statements that reflect such investment activity. No statement need be made available for any fund/account if no activity has occurred in such fund/account during such period. All earnings on Permitted Investments shall be credited to the Program Funding Account.

Section 3.4 Contract Datasite Access. On the Closing Date, the Borrower shall grant electronic read-only access, and maintain such accessibility during the term of this Agreement, to

the Collateral Agent and the Administrative Agent to the Required Documents relating to Contracts pledged hereunder on the Contract Datasite. The Borrower shall cause all Required Documents relating to Contracts to be pledged as Collateral to be made available on the Contract Datasite on the date of such Draw. The Borrower shall provide at least ten (10) Business Days advance notice to the Collateral Agent of any change in the manner or location where any Required Documents are maintained or change in the electronic access to the Required Documents and records related thereto. The Borrower shall hold the Required Documents held by it in digital form under secure, appropriately “backed-up” and safeguarded procedures, or in respect of physical records, in secure and fire resistant facilities in accordance with customary procedures for maintaining records. If any of the Lenders suffers or incurs costs, expenses, losses or damages as a result of the destruction or loss of any of the Required Documents, the Borrower shall, (i) at the request of the Lenders make any appropriate claim under any bond or insurance, if any, and (ii) to the extent of the applicable Lender’s costs, expenses, losses or damages, promptly pay the proceeds thereof to the Administrative Agent for the account of the Lenders unless the Borrower has replaced the lost or destroyed items and has reimbursed such Lender for such losses or damages.

Section 3.5 Settlement Procedures.

(a) In connection with each sale and purchase of Contracts under the FAM Loan Purchase Agreement (each, a “FAM Takeout”), the Outstanding Principal Balance shall be deemed reduced by an amount equal to the sum of 90% of the Principal Balance plus accrued interest under the Contracts sold in such FAM Takeout (net of any prepayments made in respect of any such Contract from the Obligor thereunder that have been deposited into the Deposit Account). On every other Payment Date occurring as a result of an Approved Takeout (other than a FAM Takeout), the Borrower shall pay to the Administrative Agent, or cause to be paid to the Administrative Agent by the Settlement Agent, the amount set forth in the Sources and Uses Statement approved by the Administrative Agent pursuant to Section 3.3 in connection with such Approved Takeout, and the Administrative Agent shall remit the funds as follows:

(i) FIRST, to Administrative Agent for the account of the unpaid fees and expenses of the Agents, including fees and expenses of the Lender Professionals;

(ii) SECOND, to Administrative Agent for the account of the Lender Group, *pro rata*, in an amount equal to any accrued and unpaid Interest which is payable at the Interest Rate under the Notes;

(iii) THIRD, to the Administrative Agent for the account of the Lender Group, *pro rata* the amount necessary to reduce the Program Deficiency, if any, to zero;

(iv) FOURTH, to the Administrative Agent for the account of the Lender Group, *pro rata*, all Aggregate Unpaid (other than any amount of principal), then due under this Agreement and the Loan Documents; and

(v) FIFTH, the remaining funds, to Borrower, free and clear of the lien of this Agreement and each Security Agreement.

(b) On the Maturity Date (or, on the fifth (5th) Business Day thereafter if the Maturity Date occurs as a result of the occurrence of an event described in clause (iv) of the definition of "Maturity Date"), all Indebtedness shall be immediately due and payable, and the Borrower shall pay to the Administrative Agent the aggregate Outstanding Principal Balance and all accrued unpaid Interest, together with all other Indebtedness, fees, costs and charges due under this Agreement or any other Loan Document, and the Administrative Agent shall remit the funds as follows:

(i) FIRST, to Administrative Agent for the account of the unpaid fees and expenses of the Agents, including fees and expenses of the Lender Professionals;

(ii) SECOND, to Administrative Agent for the account of the Lender Group, *pro rata*, in an amount equal to any accrued and unpaid Interest which is payable at the Interest Rate under the Notes;

(iii) THIRD, to the Administrative Agent for the account of the Lender Group, *pro rata* the amount necessary to reduce the Program Deficiency, if any, to zero;

(iv) FOURTH, to the Administrative Agent for the account of the Lender Group, *pro rata*, all Aggregate Unpaid (other than any amount of principal), then due under this Agreement and the Loan Documents; and

(v) FIFTH, the remaining funds, to Borrower, free and clear of the lien of this Agreement and each Security Agreement.

Section 3.6 Appointment; Duties of the Collateral Agent.

(a) The Lenders hereby appoint FAM to act solely on behalf of the Lenders as initial Collateral Agent under this Agreement. Except for actions expressly authorized by this Agreement, the Collateral Agent shall not take any action which would or would be likely to impair the security interests created or existing in, to or under any Contracts pursuant to this Agreement or any Security Agreement. Other than in accordance with the Security Interest granted under this Agreement and any Security Agreement, the Collateral Agent hereby agrees not to assert (in its individual capacity or otherwise) (or permit the assertion of) any liens or claims of any kind against the Required Documents or the related Contracts or any other Collateral and hereby releases and waives any such liens and claims. In performing its functions and duties under this Agreement, the Collateral Agent shall act solely as agent of the Lenders and the Collateral Agent assumes or is deemed to have assumed any obligations or relationship of agency or trust with the Borrower, or for any of its Subsidiaries or Affiliates.

(b) The Collateral Agent hereby acknowledges and agrees that in the event that it shall either be terminated or resign as Collateral Agent pursuant to Section 3.14, the

Lenders (or Administrative Agent on behalf of the Lenders) may appoint a successor Collateral Agent for the Lenders, and the Collateral Agent:

(i) shall continue in the performance of its duties and the enjoyment of its rights under this Agreement, until the removal or resignation of the Collateral Agent pursuant to Section 3.14; and

(ii) shall maintain all information obtained by it regarding the Borrowers and the Contracts, whether upon the exercise of its rights under this Agreement or otherwise, in confidence, employing a standard of care substantially equal to the standard of care the Collateral Agent employs with respect to its own similar confidential information, which, in any event, shall not be less than reasonable care, and shall not disclose any such information to any other Person, unless such disclosure is reasonably incidental to the performance of its duties and obligations under this Agreement or any other Loan Document or is required under any applicable law or pursuant to subpoena or other similar legal process.

Section 3.7 Access to Required Documents; Release of Required Documents.

(a) The Borrower and/or the Collateral Agent shall permit inspection at all reasonable times upon at least two (2) Business Days prior written notice (which may be provided by electronic mail) during regular business hours by the Administrative Agent or any Lender (or by such Person's respective auditors when requested by such Person) of (i) the Required Documents, and (ii) the other records of the Borrower and/or the Collateral Agent relating to this Agreement or the Collateral. At any such inspection, the Administrative Agent or any Lender (or by such Person's respective auditors when requested by such Person in writing (which may be provided via electronic mail)) shall be permitted to make copies of the Required Documents and the records of the Borrower and/or the Collateral Agent relating to this Agreement or the Collateral. All reasonable and documented expenses incurred in connection therewith shall be borne by the Borrower (excluding any expenses related to travel and lodging).

(b) During the occurrence and continuance of an Event of Default, the Borrower shall promptly deliver (or authorize the prompt delivery) to the Administrative Agent or its designee all items of Collateral that are in its possession or under its control upon the written request of the Administrative Agent (acting at the direction of the Lenders).

Section 3.8 Indemnification of Collateral Agent. The Borrower shall indemnify the Collateral Agent and its officers, directors, employees and agents for, and hold them harmless against any loss, liability or expense incurred by the Collateral Agent, other than in connection with the willful misconduct or gross negligence (as determined by a final, non-appealable judgment of a court of competent jurisdiction), arising out of or in connection with (i) the performance of its obligations under and in accordance with this Agreement or any other Loan Document, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement or any other Loan Document and (ii) the negligence, willful misconduct or bad faith of the Borrower or any Lender in the performance of their respective duties hereunder. The provisions of this Section shall survive the termination of this Agreement.

Section 3.9 Reserved.

Section 3.10 Reserved.

Section 3.11 Liability of the Collateral Agent.

(a) The Collateral Agent shall be liable in accordance herewith only to the extent of the obligations specifically undertaken by it in such capacity herein and only to the extent such liabilities result from the gross negligence or willful misconduct (as determined by a final, non-appealable judgment of a court of competent jurisdiction). No implied covenants or obligations shall be read into this Agreement against the Collateral Agent and, in the absence of gross negligence or willful misconduct, the Collateral Agent may conclusively rely on the truth of the statements and the correctness of the opinions expressed in any certificates or opinions furnished to it pursuant to and conforming to the requirements of this Agreement.

(b) Reserved.

(c) The Collateral Agent shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of any of their respective duties hereunder, or in the exercise of any of its rights or powers, except in the case of emergency in which case, the Collateral Agent may take or not take, as it shall determine in its sole and absolute discretion, such action and expend such funds and/or incur financial liability, subject to the Collateral Agent's right to reimbursement for such reasonable and documented expenses.

(d) The Collateral Agent may rely and shall be protected in acting or refraining from acting upon any resolution, officer's certificate, any report, certificate of auditors or any other certificate, statement, instrument, opinion, report, notice, request, consent, order, appraisal, bond or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties.

(e) The Collateral Agent may consult with counsel of its choice (which may be counsel to Borrower) with regard to this Agreement or any of the Loan Documents and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, omitted or suffered by the Collateral Agent in good faith and in accordance therewith.

(f) Nothing in this Agreement shall be deemed to require Collateral Agent to determine whether there are any prior or adverse interests in any Required Document, including, without limitation, interests for which it may act as agent; provided, however, that the Collateral Agent shall promptly notify the Administrative Agent (with a copy to the Lenders) if an officer of the Collateral Agent having daily responsibilities for administering the transactions contemplated herein has actual knowledge that there exists any prior or adverse interests in any Required Document.

(g) The Collateral Agent shall not be responsible for the acts or omissions of the Borrower, the Lenders or any other Person.

(h) The Collateral Agent makes no representations as to (i) the validity, legality, perfection, priority, enforceability, recordability, ownership, title, sufficiency, due authorization or genuineness of any of the documents contained in any of the Required Documents or (ii) the collectability, insurability, effectiveness or suitability of any such Required Document.

Section 3.12 Certain Matters Affecting the Collateral Agent.

(a) The Collateral Agent shall have no duties or responsibilities except those that are specifically set forth herein, and no implied covenants or obligations shall be read into this Agreement against the Collateral Agent. The Collateral Agent shall be under no responsibility or duty with respect to the disposition of any Required Documents or the other Collateral while such Required Documents or other Collateral are not in their or any of their agent's (including any securities intermediary appointed to act on its behalf) custody or "control" (within the meaning of Section 8-106(d) of the UCC). If the Collateral Agent shall request instructions from the Lenders with respect to any act, action or failure to act in connection with and as set forth in this Agreement, the Collateral Agent shall be entitled to refrain from taking such action and continue to refrain from acting unless and until the Collateral Agent shall have received written instructions from the Lenders without incurring any liability therefor to the Lenders, the Borrower or any other Person.

(b) The Collateral Agent may act in reliance upon any written communication to the extent reasonably believed to have originated from the Borrower or the Lenders concerning the delivery, custody or "control" (within the meaning of Section 8-106(d) of the UCC) of the Required Documents or the other Collateral pursuant to this Agreement. The Collateral Agent shall not assume or shall have any responsibility for, nor make any representation as to, monitoring the value of the Required Documents or other Collateral. The Collateral Agent shall not be liable for any act or omission to act hereunder, except for its own or its agents' gross negligence or willful misconduct (as determined by a final, non-appealable judgment of a court of competent jurisdiction). In no event shall the Collateral Agent have any responsibility to ascertain or take action with respect to the Required Documents or other Collateral, except as expressly provided herein. The Collateral Agent may execute any of its duties under this Agreement or any other Loan Documents by or through agents or attorneys-in-fact, and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Collateral Agent shall not be responsible for the negligence or misconduct of any agent or attorney-in-fact that it selects as long as such selection was made with reasonable care.

(c) If the Collateral Agent shall at any time receive conflicting instructions from any of the Administrative Agent, the Lenders, the Borrower or any other party to this Agreement and the conflict between such instructions cannot be resolved by reference to the terms of this Agreement (as determined by the Collateral Agent in its good faith discretion), the Collateral Agent shall be entitled to rely on the instructions of the Administrative Agent (acting at the direction of the Lenders). In the absence of gross negligence or willful misconduct (as determined by a final, non-appealable judgment of a court of competent jurisdiction), the Collateral Agent may rely and shall be protected in acting or refraining from acting upon any resolution, officer's certificate, any report, certificate of auditors, or any other certificate, statement, instrument, opinion, report, notice request, consent, order, appraisal, bond or other

paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Collateral Agent may rely upon the validity of documents delivered to it, without investigation as to their authenticity or legal effectiveness, and the Borrower and the other parties to this Agreement will hold the Collateral Agent harmless from and against any claims that may arise or be asserted against the Collateral Agent because of the invalidity of any such documents or their failure to fulfill their intended purpose. The Collateral Agent shall not be bound to ascertain or inquire as to the performance or observance of any of the terms of this Agreement or any other agreement on the part of any party, except as may otherwise be specifically set forth herein. The Collateral Agent may consult with counsel of its choice with regard to legal questions arising out of or in connection with this Agreement and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, omitted or suffered by the either of the Collateral Agent in good faith in accordance therewith.

(d) In the event any Required Document under the Collateral Agent's custody or "control" (within the meaning of Section 8-106(d) of the UCC) is lost, destroyed or misplaced, then, in addition to any other liability the Collateral Agent may have in respect thereof pursuant to the terms of this Agreement or otherwise, the Collateral Agent agrees to execute and deliver to the Administrative Agent and the Lenders, upon the Administrative Agent or any Lender's written request, an affidavit stating that such Required Document has been lost, destroyed or misplaced, as applicable, and, if necessary, such other affidavits or certificates as maybe reasonably necessary to obtain a replacement Required Document.

(e) The Collateral Agent is authorized, in its sole discretion, to disregard any and all notices or instructions given by any other party hereto or by any other Person, firm or corporation, except such notices or instructions as are herein provided for and orders entered by any court of competent jurisdiction. If any property subject hereto is at any time attached, garnished or levied upon, under any court order or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part hereof, then and in any of such events the Collateral Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree with which it is advised by legal counsel of its own choosing is binding upon it, and if it complies with any such order, writ, judgment or decree it shall not be liable to any other party hereto or to any other Person, firm or corporation by reason of such compliance even though such order, writ, judgment or decree maybe subsequently reversed, modified, annulled, set aside or vacated.

(f) In order to comply with laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including those relating to the funding of terrorist activities and money laundering, including without limitation the PATRIOT Act of the United States ("Applicable Laws"), each Agent and each of the Lenders are required to obtain, verify and record certain information relating to individuals and entities which maintain a business relationship with such Agent or such Lender. Accordingly, each of the parties agrees to provide each such Agent and each such Lender upon its request from time to time such identifying information and documentation as may be available for such party in order to enable the Collateral Agent, the Administrative Agent and the Lenders to comply with Applicable Laws. In particular, the Borrower shall provide to each Agent and each Lender (i) a form W-9 or

such other tax form as may be applicable to Borrower, (ii) copies of its certificate of incorporation or such other certificates of incorporation in the jurisdiction in which Borrower was organized, and (iii) a certificate of good standing.

Section 3.13 Merger, Conversion, Consolidation of, or Succession to Business of, the Collateral Agent. Any Person into which the Collateral Agent may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to which to Collateral Agent shall be a party, or any Person succeeding to the business of the Collateral Agent, shall be the successor of the Collateral Agent under this Agreement, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 3.14 Termination.

(a) The Collateral Agent may:

(i) terminate its obligations as Collateral Agent under this Agreement upon at least 30 days' prior written notice (which may be provided by electronic mail) to the Borrower and the Administrative Agent (with a copy to the Lenders); or

(ii) be removed at any time and for any reason by written demand of the Administrative Agent (acting at the direction of the Lenders) delivered to the Collateral Agent and the Borrower;

provided, however, that, without the written consent of the Administrative Agent (acting at the direction of the Lenders), such resignation or removal shall not be effective until a successor Collateral Agent reasonably acceptable to the Lenders shall have accepted appointment as Collateral Agent, and shall have agreed to be bound by the terms of this Agreement. The Administrative Agent (acting at the direction of the Lenders) shall appoint a successor Collateral Agent and will make reasonable efforts to appoint a successor Collateral Agent, as long as no Event of Default or a Termination Event has occurred and is continuing, reasonably acceptable to the Borrower. If, however, a successor Collateral Agent is not appointed by the Administrative Agent (acting at the direction of the Lenders) within sixty (60) calendar days after the giving of notice of resignation or removal (as applicable), the Collateral Agent shall have the right to petition a court of competent jurisdiction to appoint a successor in such capacity. Borrower shall indemnify Collateral Agent for any and all expenses incurred (including the fees and costs of counsel selected by Collateral Agent) in connection with the enforcement by Collateral Agent of its rights hereunder.

(b) Within five (5) Business Days or as soon as practicable thereafter after the Collateral Agent receives written notice of the appointment of a successor Collateral Agent, the Collateral Agent shall promptly transfer to the successor Collateral Agent, all Required Documents under the custody or "control" (within the meaning of Section 8-106(d) of the UCC) of the Collateral Agent under this Agreement.

(c) Any successor Collateral Agent appointed shall (i) execute, acknowledge, and deliver to the Administrative Agent, the Borrower, and to the predecessor Collateral Agent an instrument accepting such appointment under this Agreement and (ii) shall have been approved by the Lenders. Thereupon, the resignation or removal of the predecessor Collateral Agent shall become effective and such successor Collateral Agent, without any further act, deed or conveyance, shall become fully vested with all the rights, powers, duties, and obligations of its predecessor as Collateral Agent under this Agreement, with like effect as if originally named as Collateral Agent or Escrow Agent. The predecessor Collateral Agent shall deliver to the successor Collateral Agent all documents and statements and monies held by it under this Agreement; and the Borrower, the Administrative Agent, on behalf of the Lenders, and the predecessor Collateral Agent shall execute and deliver such instruments and do such other things as may reasonably be required for fully and certainly vesting and confirming in the successor Collateral Agent all such rights, powers, duties, and obligations.

(d) Unless the Collateral Agent is terminated as a result of its own gross negligence or willful misconduct or as a result of a material breach by the Collateral Agent, in each case, as determined by a final, non-appealable judgment of a court of competent jurisdiction, hereunder or under any other Loan Document, or resigns, the Borrower shall reimburse the Collateral Agent for the reasonable out of pocket expenses of the Collateral Agent incurred in transferring custody of "control" (within the meaning of Section 8-106(d) of the UCC) of the Required Documents to the successor Collateral Agent.

ARTICLE IV **CONDITIONS PRECEDENT TO THE DRAWS**

Section 4.1 Conditions Precedent to the Initial Draw. The obligation of the Lenders to make the initial Draw on or after the Closing Date shall be subject to the fulfillment of all of the following conditions to the satisfaction of the Administrative Agent (acting at the direction of the Majority Lenders):

(a) Loan Documents; Deposit Account Control Agreement. The Borrower shall have provided Agents with a copy of this Agreement, and each other Loan Document, fully executed and in form reasonably satisfactory to the Lenders, and any other documents required under this Agreement. The Borrower shall have made accessible, all Required Documents relating to the Contracts to be pledged on the date of such Draw to the Collateral Agent in accordance with Section 3.4 and Section 3.7. The Deposit Account Control Agreement shall have been executed in form and substance satisfactory to the Lenders.

(b) Authorizations. The Borrower shall have provided to the Administrative Agent, in form and substance reasonably satisfactory to the Lenders, evidence that the execution and delivery of this Agreement and the other Loan Documents have been duly authorized by the Borrower.

(c) Security Interest Creation, Perfection and Priority. The Security Interests in the Collateral shall have been duly authorized, created and perfected with first lien priority (subject only to Permitted Liens and as further set forth in the Interim Order and Final Order, as applicable) and shall be in full force and effect and Lenders shall have received evidence in the

form of UCC search results (satisfactory to the Lenders) of the priority of the Security Interests in the Collateral as contemplated by this Agreement.

(d) Funding Request. The Borrower shall have timely submitted a Funding Request with attached Compliance Certificate.

(e) Interim Order. The Interim Order shall have been entered in form and substance satisfactory to FAM in its sole discretion and shall not be subject to any stay.

(f) Payment of Fees and Expenses. The Funding Request for such initial Draw shall have provided for payment from such initial Draw, or the Borrower otherwise shall have paid, all fees, charges, and other expenses of the Lenders, the Collateral Agent, and the Administrative Agent that are then due and payable as specified in this Agreement or any Loan Document, including the Origination Fee and the fees and expenses of the Lender Professionals.

(g) Representations and Warranties. The representations and warranties of Borrower set forth in this Agreement, in the Loan Documents, and in any document or certificate delivered to Collateral Agent, Administrative Agent or any Lender under this Agreement are true and correct in all material respects, as evidenced by a certification from Borrower to the Administrative Agent, Collateral Agent and the Lenders.

(h) No Event of Default or Termination Event. The Stalking Horse APA and FAM Loan Purchase Agreement shall have been executed and shall remain in full force and effect. There shall not exist, at the time of the initial Draw, an Event of Default or a Termination Event under this Agreement, any other Loan Document, the Stalking Horse APA, or the FAM Loan Purchase Agreement.

(i) Know Your Customer. The Administrative Agent shall have received documents and information required by it in connection with its know-your-customer review, in form and substance satisfactory to the Administrative Agent.

(j) Material Adverse Effect. There shall not have occurred from September 30, 2020 any Material Adverse Effect (other than those occurrences that are customarily a result of events and circumstances leading up to and following the filing of the Bankruptcy Cases).

(k) PEFI / ING Facility. All outstanding obligations of PEFI under the PEFI / ING Facility shall have been paid in full or shall be paid in full with the proceeds of the initial Draw and the PEFI / ING Facility shall have been terminated or shall be terminated simultaneously with the funding of the initial Draw.

(l) Asset Sales. The Borrower shall not have entered into any arrangement to sell all or a material portion of the Purchased Assets of the Borrower (other than the Stalking Horse APA) or to sell any Contracts (other than pursuant to an Approved Takeout).

Section 4.2 Conditions Precedent to Draws (other than the initial Draw). The obligation of each Lender to make any Draw following the Closing Date (other than the initial Draw on or after the Closing Date) during the Funding Period shall be subject to the fulfillment of

all of the following conditions to the satisfaction of the Administrative Agent (with notice to the Majority Lenders):

(a) Documents. The Borrower shall have made accessible all Required Documents for all Contracts to be pledged as Collateral on the date of such Draw to the Collateral Agent in accordance with Section 3.4 and Section 3.7. All Loan Documents shall continue to be in full force and effect.

(b) Security Interest Maintenance. The Security Interests in the Collateral shall be in full force and effect.

(c) Funding Request. The Borrower shall have timely submitted a Funding Request with attached Compliance Certificate.

(d) Payment of Fees and Expenses. The Funding Request for such Draw shall have provided for payment from such Draw, or the Borrower otherwise shall have paid, all fees, charges, and other expenses of the Lenders and the Agents that are then due and payable as specified in this Agreement or any Loan Document.

(e) Representations and Warranties. The representations and warranties set forth in this Agreement and in the other Loan Documents, and in any document or certificate delivered to Collateral Agent, Administrative Agent and/or Lenders under this Agreement are true and correct in all material respects as of the date of such Draw.

(f) No Event of Default or Termination Event. The Stalking Horse APA and FAM Loan Purchase Agreement shall have been executed and shall remain in full force and effect. There shall not exist, at the time of such Draw, an Event of Default or a Termination Event under this Agreement, any other Loan Document, the Stalking Horse APA, or the FAM Loan Purchase Agreement.

(g) No Material Adverse Effect. There shall not have occurred from the Closing Date, at the time of such Draw, any Material Adverse Effect other than those occurrences that are customarily a result of events and circumstances leading up to and following the filing of the Bankruptcy Cases.

(h) DIP Orders. No order shall have been entered reversing, amending, staying, vacating, terminating, or otherwise modifying the Interim Order or the Final Order, as applicable, in any manner adverse to the Secured Parties without the consent of the Administrative Agent and the Required Lenders.

(i) Bid Procedures Order. With respect to all Draws requested of the Lenders after entry of the Bid Procedures Order or FAM LPA Approval Order, as applicable, no order shall have been entered reversing, amending, staying, vacating, terminating, or otherwise modifying the Bid Procedures Order or FAM LPA Approval Order without the consent of FAM.

(j) Asset Sales. Except with respect to Draws to be made during the extended Funding Period described in Section 2.1(f), the Borrower shall not have entered into any

arrangement to sell all or a material portion of the Purchased Assets of the Borrower (other than the Stalking Horse APA) or to sell any Contracts (other than pursuant to an Approved Takeout).

ARTICLE V
REPRESENTATIONS AND WARRANTIES

Section 5.1 Borrower Representations and Warranties. The Borrower represents and warrants to the Agents and the Lenders as of the date of this Agreement and as of the date of any Draw:

(a) Organization. Each of PEFI and RAI is a Delaware corporation and is duly organized, validly existing and is in good standing under the laws of the jurisdiction of its organization, is duly qualified to do business in and is in good standing in every jurisdiction where the failure to so qualify would reasonably be expected to have or cause a Material Adverse Effect, and has all powers and all governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted except where the failure to obtain such licenses, authorizations, consents and approvals would not reasonably be expected to result in a Material Adverse Effect.

(b) Authorization. The execution, delivery and performance of this Agreement and each other Loan Document to which the Borrower is a party and the Approved Takeout have been duly authorized by Borrower, and do not conflict with, and will not result in a violation of, or constitute or give rise to an event of default under (i) any of Borrower's organizational documents, (ii) any agreement or other instrument which may be binding upon the Borrower, (iii) any law or governmental regulation or court decree or order applicable to it or its properties, except, in each case, where such conflict, violation or event of default could not reasonably be expected to result in a Material Adverse Effect. Borrower has the power and authority to enter into this Agreement and each other Loan Document to which it is a party and has the power and authority to grant collateral security for the Indebtedness. Borrower has the further power and authority to own and to hold all of its assets and properties, and to carry on its business as now conducted.

(c) Financial Information – Borrower. The Borrower does not have any contingent obligations or liabilities that are required to be disclosed by GAAP that were not previously disclosed in writing (which may be provided via electronic mail) to the Lenders.

(d) Other Debt. The Borrower does not have any indebtedness for borrowed money (direct or contingent) other than (i) Indebtedness owed to Lenders, (ii) obligations under any bank deposit and similar agreements required by Lenders hereunder, (iii) owing to an Affiliate to the extent subordinated (pursuant to a subordination agreement acceptable to Lenders) to the Indebtedness owing to Lenders and to which the Lenders have given their prior written consent, and (iv) the indebtedness set forth on Schedule V attached hereto as of the Closing Date. For the avoidance of doubt, any sale or transfer by the Borrower of Contracts pursuant to an Approved Takeout that does not create actual or contingent claims or recourse against the Borrower or Liens on or interests in the Collateral not sold in such transaction beyond the liabilities contemplated by the Approved Takeout shall not constitute indebtedness for borrowed money for purposes of this paragraph or Section 7.1.

(e) Properties. Except for Permitted Liens, each of PEFI and RAI owns and has good title to all of its assets which constitute Collateral free and clear of all security interests, and has not executed any security documents or authorized the filing of any financing statements relating to the Collateral. All of the Collateral is titled in the name of PEFI or RAI, as applicable, except as otherwise required or permitted under this Agreement.

(f) Litigation. There are no actions, suits, arbitrations, investigations (including, without limitation, any of the foregoing which are pending or threatened) or other legal or arbitrable proceedings affecting either PEFI or RAI, their assets or property, this Agreement or any Loan Documents, before any court or by any governmental agency that (i) questions or challenges the validity or enforceability of any of the Loan Documents or any action to be taken in connection with the transactions contemplated by the transaction documents, (ii) makes a claim or claims in an aggregate amount greater than \$100,000, or (iii) which, individually or in the aggregate, if adversely determined could reasonably be likely to have a Material Adverse Effect, other than those previously disclosed to the Lenders in writing (which may be provided via electronic mail).

(g) Taxes. All of PEFI's and RAI's tax returns and reports that are or were required to be timely filed, have been filed (or an extension has been timely requested), and all Taxes, assessments and other governmental charges have been paid in full, except those that are not yet delinquent and those presently being or to be contested in good faith in the ordinary course of business and for which adequate reserves have been provided.

(h) Lien Priority. Neither PEFI nor RAI has entered into or granted any security agreements, or permitted the filing or attachment of any security interests on or affecting any of the Collateral, that would be prior or *pari passu* with or that may in any way be superior to the Security Interests and rights in and to such Collateral, except for Permitted Liens and the Carve Out. Upon identification of any Contract or related property or assets as Collateral in relation to any Draw, the Collateral Agent will have a first priority perfected security interest in such Collateral for the benefit of the Lenders.

(i) Binding Effect. This Agreement, the Notes, the Security Agreement and all other Loan Documents executed by the Borrower and the Approved Takeout are binding upon it, as well as upon its successors, representatives and assigns, and are legally enforceable in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally or equitable principles relating to enforceability. The Borrower is in compliance with the Approved Takeout in all material respects.

(j) Draw Purposes. The Borrower shall use the proceeds of a Draw solely for purposes described in Section 6.16.

(k) Employee Benefit Plans. Neither PEFI nor RAI maintains, contributes to, has any obligation to contribute to or has any material liability with respect to any employee benefit plan that is a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA (a "Multiemployer Plan") or that is subject to Title IV or Section 302 of ERISA or Section 412 of the Code (collectively, a "Pension Plan"). To the extent that Borrower or any ERISA Affiliate

maintains, contributes to or has any obligation to contribute to any Benefit Plan that is not a Pension Plan or Multiemployer Plan, such Benefit Plan, in both form and operation, is in material compliance with applicable provisions of ERISA and the Code except as would not have a material and adverse effect. Borrower is not, and is not acting on behalf of or with any assets of, any Benefit Plan, nor will it be during the term of this Agreement. Assuming that no Lender is a Benefit Plan or using the assets of a Benefit Plan, neither the execution of this Agreement nor the making of each Draw hereunder will give rise to a prohibited transaction within the meaning of Section 406 of ERISA or Section 4875 of the Code.

(l) Investment Company. The Borrower is (i) not an "Investment Company" as that term is defined under the 1940 Act and (ii) not a "covered fund" under the Volcker Rule.

(m) Location of Records. The Borrower keeps records concerning the Collateral at 16870 West Bernardo Drive, Suite 408, San Diego, CA 92127.

(n) Tax Identification Number; Organizational Identification Number. PEFI's Federal Employer Tax Identification Number is 47-1318208 and RAI's Federal Employer Tax Identification Number is 26-4104352. The organizational identification number assigned to PEFI by the agency of that jurisdiction where its organizational documents are filed is as follows: 5567333. The organizational identification number assigned to RAI by the agency of that jurisdiction where its organizational documents are filed is as follows: 4645827.

(o) Schedule of Contracts. Each of the representations set forth on Schedule II is true and correct with respect to the Contracts that are used for purposes of calculating the Borrowing Base, except for immaterial variances and any Contracts for which the Lenders, in their sole discretion, have waived one or more of the criteria in respect of such Contracts.

(p) Information. All written information heretofore or contemporaneously herewith furnished by the Borrower to Administrative Agent or Lenders for the purposes of or in connection with this Agreement or any transaction contemplated hereby (other than with respect to projected financial information) is, and all information hereafter furnished by or on behalf of the Borrower to Administrative Agent or Lenders will be, true and accurate in all material respects on the date as of which such information is dated or certified; and none of such information is or will be incomplete by omitting to state any material fact necessary to make such information not misleading in any material respect. With respect to projected financial information concerning the Borrower, the Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time prepared.

(q) Fiscal Year. The fiscal year of the Borrower ends on December 31.

(r) Compliance with Applicable Laws. Borrower (and each of its agents) has complied with (and shall comply with) all federal, State or local laws applicable to it or in connection with its acquisition of, or any actions taken with respect to, the Contracts. To the knowledge of Borrower, all parties which have had any interest in the Contracts, whether as originator, servicer, administrator, assignee or otherwise, are (or, during the period in which they held and disposed of such interest, were) in compliance with all federal, State or local laws applicable to it or in connection with any actions taken with respect to, the Contracts.

(s) Material Adverse Effect. No Material Adverse Effect has occurred (i) since September 30, 2020 in the case of this representation when made as of the Closing Date, or (ii) since the Closing Date in the case of this representation when made as of a date subsequent to the Closing Date.

(t) Commissions to Third Parties. The Borrower has not dealt with any broker or agent or other Person (other than the Administrative Agent or the Collateral Agent) who might be entitled to a fee, commission or compensation in connection with the transactions provided for in this Agreement.

(u) Survival of Representation and Warranties. The Borrower understands and agrees that the Administrative Agent, the Collateral Agent and each Lender is and will be relying upon the above representations and warranties in providing the Program and making or processing each Draw. The parties each further agree that the foregoing representations and warranties shall be made only as of the date of this Agreement and as of the date of each Draw.

(v) AML/OFAC Compliance. Borrower has conducted its businesses in compliance with applicable economic sanctions, anti-money laundering, and anti-corruption laws, rules and regulations and have instituted and maintain policies and procedures reasonably designed to promote and achieve compliance with such laws. The Borrower is not, nor to the knowledge of the Borrower, any Subsidiary of the Borrower, any of its respective directors, officers, employees, agents, Affiliates or representatives of any of them is a Person currently the subject of any sanctions administered or enforced by the United States Government, including, without limitation, the U.S. Department of Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority (collectively, "Sanctions"), nor is the Borrower nor any of its Affiliates or Subsidiaries located, organized or resident in a country or territory that is the subject of Sanctions.

(w) Validity of Required Documents. All Required Documents relating to the Contracts have been duly and validly executed and are in full force and effect.

(x) Contract Compliance. Each Contract is in compliance with all applicable federal, State or local laws applicable to it or in connection with its origination, financing, administration or ownership, including licensing requirements applicable to the Borrower.

(y) Adverse Selection. In selecting the Contracts that form part of the Collateral, the Borrower has not used selection procedures believed by the Borrower to be adverse to the interests of Lenders in relation to the selection procedures that have been utilized in selecting other Contracts purchased on or about the same period (i) by the Borrower but allocated to other financing sources, or (ii) by Affiliates of the Borrower, or (iii) for an Approved Takeout.

ARTICLE VI
AFFIRMATIVE COVENANTS

The Borrower covenants and agrees with the Agents and each Lender that, so long as this Agreement remains in effect, the Borrower shall comply with the following affirmative covenants:

Section 6.1 Preservation of Existence. The Borrower will preserve and maintain its existence, rights, franchises and privileges in the jurisdiction of its formation and qualify and remain qualified in good standing in each jurisdiction where failure to preserve and maintain such existence, rights, franchises, privileges and qualification has had, or could reasonably be expected to have, a Material Adverse Effect. The Borrower will not change its corporate form from a corporation to a limited liability company, limited partnership, or other type of entity.

Section 6.2 Material Adverse Effects and Litigation. The Borrower shall duly inquire as to whether there has been, and shall promptly after becoming aware thereof inform Administrative Agent (with a copy to the Collateral Agent and the Lenders) in writing (which may be provided via electronic mail) of, (a) the occurrence of a Material Adverse Effect, (b) a material adverse effect on (i) the collectability of the Contracts, taken as a whole, (ii) the condition (financial or otherwise), business or properties of the Borrower, or (iii) the interests of Lenders under this Agreement or any related Agreement, and (c) any and all litigation, investigations and claims and any and all threatened litigation and claims affecting it which, in any such case, would reasonably be expected to have or cause a Material Adverse Effect.

Section 6.3 Financial Records. The Borrower shall maintain its books and records in accordance with generally accepted accounting principles in all material respects, applied on a consistent basis, and permit the Administrative Agent and the Lenders, or any of their respective employees and agents, to inspect, examine, review and/or audit its books, accounts, ledger sheets and records (including, without limitation, reviews and audits of all records relating to Contracts and other Collateral). If the Borrower now or at any time maintains any records (including, without limitation, computer generated records and computer programs for the generation of such records) in the possession of a third party, the Borrower, upon request of a Lender, shall notify such party to permit Administrative Agent free access to such records and to provide such Lender with copies of any records it may request, all at the expense of the Borrower; provided however, prior to the occurrence and continuance of an Event of Default, the Borrower shall not be required to pay expenses for more than one (1) such audit per calendar year. Unless an Event of Default then exists, any inspection, examination, review or audit of the records of such Person allowed under this Agreement shall be conducted at the offices of such Person or the third-party possessor during normal business hours after at least three (3) Business Days' prior notice. After an Event of Default occurs, any such inspection, examination, review or audit shall be conducted at such time and place as may reasonably be requested by any Lender and at the expense of the Borrower.

Section 6.4 Operations and Variance Reports. The Borrower shall operate in the ordinary course of business at all times during the Funding Period and in accordance with the DIP Budget (subject to the Permitted Variances). The Borrowers shall, beginning on the third business day of the first full calendar week following the week during which the Bankruptcy Court enters the Interim Order, and on a weekly basis thereafter (by 5:00 p.m. New York City

time on the third business day of each week), deliver to the Administrative Agent and the Lender Professionals a variance report as of the end of the preceding week comparing, for each line item set forth in the Budget and on a cumulative basis: (x) total receipts for such period to total receipts for such period as set forth in the Budget on a cumulative rolling basis since the Petition Date; (y) total disbursements for such period to total disbursements for such period as set forth in the Budget on a cumulative rolling basis since the Petition Date; together with a statement certifying compliance with the Permitted Variances for such period (each a "Measuring Period") and explaining in reasonable detail all material variances (each such report, a "Variance Report," which shall be in a form reasonably acceptable to the Administrative Agent). For purposes of each Measuring Period, the Borrower shall calculate: (x) the numerical difference between total receipts for such period to total receipts for such period as set forth in the Budget on a cumulative basis since the Petition Date, and to the extent the difference is a negative number, the percentage such difference (as an absolute amount) is of the cumulative budgeted amount for receipts for such period (the "Receipts Variance"); and (y) the numerical difference between total disbursements for such period to total disbursements for such period as set forth in the Budget on a cumulative basis since the Petition Date, and to the extent the difference is a positive number, the percentage such difference is of the cumulative budgeted amount for disbursements for such period; *provided* the disbursements shall not include any amounts in the Budget related to professional fees (the "Disbursements Variance").

Section 6.5 Milestones. By the times and the dates set forth below (as any such time and date may be extended with the consent of the Administrative Agent), the Borrower shall cause the following to occur (collectively, the "Milestones"):

(a) By no later than one (1) Business Day following the Petition Date, the Borrower shall have filed a motion seeking approval of the Bid Procedures Order, in form and substance acceptable to the Required Lenders;

(b) By no later than three (3) days following the Petition Date, the Bankruptcy Court shall have entered the Interim Order;

(c) By no later than fifteen (15) days following the Petition Date, the Bankruptcy Court shall have entered the Bid Procedures Order, which order shall designate FAM as the "Stalking Horse Bidder" and the Stalking Horse APA as the "Stalking Horse Bid" (each as defined in the Bid Procedures Order);

(d) By no later than thirty five (35) days following the Petition Date, the Bankruptcy Court shall have entered the Final Order;

(e) By no later than thirty five (35) days following the entry of the Bid Procedures Order, the Borrower shall have either (i) received Qualified Bids (as defined in the Bid Procedures Order) or (ii) announced the cancellation of the Auction and the designation of the Stalking Horse Bid of the Stalking Horse Bidder as the prevailing bid, and the deadline to object to the Sale Order and to object to the assumption and assignment of executory contracts (including cure amounts with respect thereto) shall have occurred;

(f) By no later than forty (40) days following the entry of the Bid Procedures Order, if Qualified Bids are received prior to the deadline set forth in the preceding Milestone, the Borrower shall conduct an Auction for the sale of the Purchased Assets;

(g) By no later than forty five (45) days following the entry of the Bid Procedures Order, if the Borrower has selected a bidder other than the Stalking Horse Bidder as the winning bidder, the deadline to object to the conduct of the Auction and the proposed sale to such alternate bidder shall have occurred;

(h) By no later than fifty (50) days after entry of the Bid Procedures Order, the Bankruptcy Court shall have entered the Sale Order approving the Sale Transaction; and

(i) By no later than fifteen (15) days after entry of the Sale Order, the Sale Transaction shall have closed and all Indebtedness and other obligations under this Agreement shall have been indefeasibly satisfied in full.

Section 6.6 Minimum Liquidity. The Borrower shall at all times during the Funding Period have not less than \$500,000 in unrestricted cash and cash equivalents (which may be in the form of Permitted Investments and which, for the avoidance of doubt, shall not include any amounts that are cash collateralizing letters of credit), without regard to any availability under the Program and excluding any Collections in the Deposit Account.

Section 6.7 Compliance Certificates. The Borrower shall, without demand or request by the Administrative Agent or the Lenders, together with each Funding Request, and simultaneously with each Variance Report, furnish Administrative Agent (with a copy to the Lenders) with a certificate (a "Compliance Certificate"), in reasonable detail and in form and content reasonably acceptable to the Lenders, prepared by the Borrower and certified, by the chief financial representative of Borrower or another officer of Borrower reasonably acceptable to Lenders, as true and correct, that the Borrower is in compliance with all terms and conditions of this Agreement, including statements that (a) all of the representations and warranties in this Agreement and the Loan Documents are true and correct in all material respects as of the date they were made, (b) no Event of Default or Termination Event has occurred under this Agreement or the Loan Documents (except as otherwise specified therein), and (c) no event has occurred which, with notice, the lapse of time or otherwise, would reasonably be expected to constitute an Event of Default or a Termination Event under this Agreement or the Loan Documents (except as otherwise specified therein). In addition, the Compliance Certificate shall demonstrate the calculation of the Maximum Loan Amount (including the Borrowing Base) and whether it is less than the Outstanding Principal Balance (after giving effect to any previously requested Draws that have not yet been funded).

Section 6.8 Reserved.

Section 6.9 Regulatory Inspection Reports. The Borrower shall, promptly following any request of Administrative Agent or any Lender, furnish Administrative Agent with copies of all inspection reports issued by all supervisory regulatory agencies for Borrower, if any.

Section 6.10 Notice of Event of Default, Termination Event or Governmental Authority Default. The Borrower shall promptly notify the Collateral Agent, the Administrative Agent and

the Lenders if any event has occurred which, with notice, the lapse of time or otherwise, would reasonably be expected to constitute an Event of Default, Termination Event or a Governmental Authority Default under this Agreement or the Loan Documents (except as otherwise specified therein).

Section 6.11 Monthly Contract Reports. The Borrower shall, without demand or request by the Administrative Agent or the Lenders and not later than ten (10) Business Days after the end of each calendar month, furnish Administrative Agent, for the month most recently ended, a report providing the following supporting information:

- (a) a Master Contract Schedule with respect to all Contracts;
- (b) a listing of all charge-offs,
- (c) notice of any material litigation, investigations and claims and all material threatened litigation and claims relating to Contracts, and
- (d) such other information as the Administrative Agent or the Lenders may reasonably request.

The monthly Contracts reports shall be certified by the Borrower, as being true and correct to the knowledge and belief by the chief financial representative of the Borrower or other Person acceptable to the Lenders and shall be in form and substance satisfactory to the Administrative Agent and the Lenders; *provided, however*, if no reportable activity has occurred with respect to clauses (b) through (d) of this Section 6.11 since the last report delivered to the Administrative Agent, then the Borrower shall only be required to provide (i) an updated Master Contract Schedule with respect to all Contracts and (ii) a certification that no reportable activity has occurred with respect to clauses (b) through (d) during the past calendar month.

Section 6.12 Additional Information. The Borrower acknowledges that the Administrative Agent, the Collateral Agent and each Lender is, or may be, subject to governmental regulations requiring such Person to obtain, verify, and record information that identifies their customers, including all loan parties. The Borrower agrees to provide any such Person with any information (financial or otherwise) such Person reasonably deems necessary to comply with all such regulations. The Borrower shall provide the Administrative Agent with a copy of any material reports provided to any purchaser under an Approved Takeout.

Section 6.13 Fiscal Year; Fiscal Quarter. The Borrower shall not change its fiscal year or any of its fiscal quarters, without Administrative Agent's and Lenders' prior written consent, which consent shall not be unreasonably withheld or delayed.

Section 6.14 Electronic Listing of Contracts. Promptly following the inclusion of same in the Collateral and in accordance with Section 3.4 and Section 3.7, the Borrower shall furnish to the Collateral Agent and the Administrative Agent (with a copy to the Lenders) an electronic listing of all Contracts pledged as Collateral, which shall supplement and be incorporated into the Master Contract Schedule.

Section 6.15 Other Agreements. The Borrower shall comply with all terms and conditions of all other agreements, whether now or hereafter existing, between the Borrower and any other Person, except to the extent such non-compliance would not reasonably be expected to have a Material Adverse Effect, and shall notify Administrative Agent (with a copy to the Lenders) immediately in writing (which may be provided via electronic mail) of any default (and of the applicable cure period, if any) in connection with any other such agreements that would reasonably be expected to have a Material Adverse Effect if not timely cured.

Section 6.16 Use of Proceeds. Unless specifically consented to the contrary by the Lenders in writing (which may be provided via electronic mail), the Borrower shall use each Draw solely for purpose of financing Eligible Contracts, the payment of the Origination Fee and Agent Fees and Expenses (including the fees and expenses of the Lender Professionals) as set forth in with Section 2.1(d), the repayment in full of all outstanding obligations under the PEFI / ING Facility, or for general corporate purposes as contemplated by and in accordance in all material respects with the terms of the DIP Budget (subject to the Permitted Variances). The DIP Budget may not be updated, modified, replaced, or supplemented by the Borrower without the consent of the Administrative Agent, in its reasonable discretion.

Section 6.17 Taxes, Charges and Liens. The Borrower shall timely pay and discharge, before they become delinquent, all of its income Taxes, and all other material assessments, governmental charges and levies imposed upon the Borrower or the properties, income, or profits of the Borrower, prior to the date on which penalties and interest would attach, and all lawful claims that, if unpaid, would reasonably be expected become a lien or charge upon any of the properties, income, or profits of the Borrower (other than Permitted Liens); *provided, however*, the Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (a) the validity of the same shall be contested in good faith by appropriate proceedings, and (b) appropriate and adequate reserves shall have been established with respect to such contested assessment, tax, charge or levy.

Section 6.18 Management and Operations. The Borrower shall conduct its business affairs in a reasonable and prudent manner and in compliance with all applicable laws, ordinances, rules, and regulations respecting its properties, charters, businesses and operations.

Section 6.19 Change of Location. The Borrower shall promptly notify the Administrative Agent and the Collateral Agent in writing (which may be provided via electronic mail) of any additions to or changes in the name, organizational identification number, business location or chief executive office location of the Borrower or its state of organization or changes in the location of any of the tangible Collateral.

Section 6.20 Title to Assets and Property; Insurance. The Borrower shall maintain good and marketable title to all of the Collateral, subject only to Permitted Liens. The Borrower shall maintain with financial sound and reputable insurance companies fidelity bond coverage or errors and omissions insurance of at least one million dollars (\$1,000,000).

Section 6.21 Notice of ERISA Matters. The Borrower shall promptly, and in any event within fifteen (15) days after Borrower knows or should reasonably be expected to know, notify the Collateral Agent, the Administrative Agent and the Lenders in the event that either (i) the

Borrower at any time becomes a Benefit Plan or fulfills any obligations under this Agreement with the assets of a Benefit Plan, or (ii) the Borrower or any ERISA Affiliate at any time maintains, contributes to or has any obligation to contribute to any Multiemployer Plan or Pension Plan that could have a material and adverse effect and, in either such event, shall provide such additional information and representations as the Collateral Agent, Administrative Agent or any Lender may reasonably request relating to, with respect to subclause (i), compliance with ERISA and Section 4975 of the Code and, with respect to subclause (ii), exposure to liability thereunder.

Section 6.22 Other Information. The Borrower shall, from time to time, provide the Administrative Agent, the Collateral Agent and the Lenders with such other information about the Borrower and its businesses and assets as the Administrative Agent, the Collateral Agent or any Lender may reasonably request.

Section 6.23 Schedule of Contracts. Except for immaterial variances, the Borrower shall ensure that each Contract included in the calculation of the Borrowing Base complies with each of the Contract characteristics set forth on Schedule II to this Agreement (other than those Contract characteristics for which the Lenders, in their sole discretion, have waived one or more of the criteria in respect of such Contracts).

Section 6.24 Additional Assurances. The Borrower shall make, execute and deliver to Administrative Agent or the Collateral Agent, as applicable, such promissory notes, security agreements, financing statements, instruments, documents and other agreements as any Lender or its attorneys may reasonably request to carry out more effectively the purposes of this Agreement and secure the Indebtedness.

Section 6.25 Authorization to do Business. The Borrower shall, at all times, be authorized to do business and in good standing in every jurisdiction where the failure to so qualify could have or cause a Material Adverse Effect.

ARTICLE VII **NEGATIVE COVENANTS**

The Borrower covenants and agrees with the Agents and the Lenders as to itself that as long as this Agreement remains in effect, without the prior written consent of the Administrative Agent and the Lenders (with a copy thereof to the other Agents), which consent shall not be unreasonably withheld or delayed, it shall comply with the following negative covenants:

Section 7.1 Indebtedness. The Borrower shall not create, incur or assume any indebtedness for borrowed money (direct or contingent) without Lenders' prior written consent, other than as permitted by Section 5.1(d); provided, however, that the Borrower shall not be permitted to amend, modify, or supplement the terms of the Renovate / ING Facility or any other the indebtedness set forth on Schedule V without the consent of the Lenders.

Section 7.2 Liens. Except as allowed as a Permitted Lien, the Borrower shall not create or permit to exist any lien affecting, or otherwise encumbering, any of the Collateral other than the Carve Out.

Section 7.3 Transfers. Following the occurrence and during the continuance of an Event of Default or a Termination Event, Borrower shall not sell, transfer or otherwise alienate any of the Collateral unless it shall have first received the Lenders' written consent.

Section 7.4 Operations and Use of Proceeds. The Borrower shall not (a) engage in any business activities substantially different than those in which the Borrower is presently contemplating to be engaged in or other similar finance and credit services businesses without the prior written consent of the Lenders or (b) cease operations, liquidate, merge or consolidate with any other entity or dissolve. Unless specifically consented to by the Lenders in writing (which may be provided via electronic mail), the Borrower shall not use any Draw other than for the uses authorized by Section 6.16. Without limiting the generality of the foregoing sentence and Section 6.16, the Borrower shall not use, or consent to or support the use of, any Draw to finance in any way (by the Borrower or any Affiliate, any official committee of unsecured creditors appointed in the Bankruptcy Cases, the U.S. Trustee or any other estate representative appointed in the Bankruptcy Cases (or any successor case) or any other Person) any investigation (including by way of examinations or discovery proceedings), adversary action, suit, arbitration, proceeding, application, motion, contested matter or other litigation of any type which seeks relief that is or may be, in the reasonable judgment of FAM, the Agents, the Lenders, and other Secured Parties, as applicable, materially adverse to the interests of any or all of FAM, the Agents, the Lenders, the other Secured Parties, or their respective rights and remedies under the Loan Documents, the Interim Order or the Final Order of the FAM Loan Purchase Agreement.

Section 7.5 Other Agreements. The Borrower shall not enter into any agreement containing any provision that would be violated or breached by the performance of its obligations hereunder or under any instrument or document delivered or to be delivered by it hereunder or in connection herewith.

Section 7.6 Distributions. The Borrower shall not make any distributions from the Collateral to its equity interest holders. For purposes of this provision, the term "distribution" includes (i) all cash distributions paid to the equity interest holders of the Borrower, and (ii) the value of all non-cash distributions made to the equity interest holders of the Borrower.

Section 7.7 Loans, Acquisitions and Guaranties. The Borrower shall not loan, invest in or advance money to any other Person other than in the ordinary course of business (including, without limitation, the acquisition of Contracts).

Section 7.8 Change of Control. There shall not be a Change of Control without the prior written consent of the Lenders in the Lenders' sole discretion.

Section 7.9 Affiliate Transactions. The Borrower shall not sell, lease, lend, assign or otherwise transfer any material amount of its properties or assets (or any interests therein) to, or purchase, lease, or otherwise acquire any material amount of properties or assets from, any of its Affiliates, unless the Borrower receives reasonably equivalent value in connection with such sale, lease, transfer, purchase, or acquisition.

Section 7.10 BENJI Program Documents. The Borrower shall not, without the prior written consent of the Administrative Agent, amend, modify, or supplement the BENJI Program Documents.

Section 7.11 Bankruptcy Cases. The Borrower shall not file or prosecute any motion, pleading, or other document with the Bankruptcy Court, or support any Person in filing or prosecuting any motion, pleading, or other document with the Bankruptcy Court seeking relief that is inconsistent with the achievement of the Milestones. The Borrower shall not propose, file, support, pursue, seek entry of, or aid in another party proposing, filing, supporting, pursuing or seeking entry of, an order confirming a chapter 11 plan that adversely impacts the Secured Parties' rights under any Loan Document without the Secured Parties' prior written consent.

ARTICLE VIII **EVENTS OF DEFAULT**

Section 8.1 Events of Default. The following actions or inactions or both shall constitute Events of Default under this Agreement:

(a) *Default Under the Indebtedness*. Should the Borrower default in the payment of (i) Interest under the Indebtedness or any other fees, expenses or amounts payable hereunder or any Loan Documents, which remains unpaid for three (3) Business Days after written notice (which shall include notice by electronic mail) to the Borrower, or (ii) should the Borrower default in the payment of principal under the Indebtedness payable on the Maturity Date.

(b) *Diversion of Funds*. Should the Borrower divert or use any portion of any amount received on account of the Collateral while any of the Indebtedness remains outstanding, other than for repayment of the Indebtedness or deposit into the Deposit Account, provided, however, that if any such diversion or use thereof is unintentional, the Borrower shall have two (2) Business Days to cure such diversion after actual knowledge thereof by an Authorized Individual or receipt of notice thereof.

(c) *Program Deficiency*. Should a Program Deficiency exist and such violation or failure shall not have been remedied by Borrower within three (3) Business Days after written notice (which may be provided by electronic mail) of such violation or failure by Lenders to the Borrower or actual knowledge thereof by an Authorized Individual.

(d) *Failure to Provide Contract Datasite Access*. Should the Borrower violate, or fail to comply fully with, Section 3.4 or Section 3.7 of this Agreement, and within three (3) Business Days after written notice (which may be provided by electronic mail) of such violation or failure by the Administrative Agent to the Borrower or actual knowledge thereof by an Authorized Individual, the Borrower does not (i) cure such violation or failure, and (ii) provide to Administrative Agent a copy of any information reasonably requested by Administrative Agent that is covered by Section 3.4 or Section 3.7, as applicable.

(e) *Other Default Under this Agreement or Related Agreements*. Should the Borrower violate, or fail to comply fully with, any of the other covenants, agreements, undertakings, representations, warranties, or terms and conditions of, this Agreement (including

the Milestones), or any other Loan Documents (not otherwise provided for in this Section 8.1), the Stalking Horse APA, the FAM Loan Purchase Agreement, the Interim Order or the Final Order, the Bid Procedures Order, or the FAM LPA Approval Order, and such violation or failure shall not have been remedied by Borrower within five (5) Business Days after written notice (which may be provided by electronic mail) of such violation or failure by the Administrative Agent to the Borrower or actual knowledge thereof by an Authorized Individual.

(f) *Stalking Horse APA.* Should the Borrower terminate the Stalking Horse APA other than as a result of a breach thereof by FAM or take any action to restrict, prohibit, or impede the rights of the Secured Parties to credit bid (in connection with the consummation of the transactions contemplated by the Stalking Horse APA or otherwise).

(g) *Alternate Sale.* Should the Borrower select a winning bidder at the Auction, or otherwise agree to sell all or substantially all of the Purchased Assets to any party, other than the Stalking Horse Bidder, unless such bidder provides the written commitment and proof of funds described in Section 2.1(f).

(h) *FAM Loan Purchase Agreement.* Should the Borrower terminate the FAM Loan Purchase Agreement other than as a result of a breach thereof by FAM or take any action to restrict, prohibit, or impede the rights of FAM under the FAM Loan Purchase Agreement.

(i) *Account Control Agreements.* Should the Deposit Account Control Agreement not be in full force and effect.

(j) *Default in Favor of Third Parties.* Should the Borrower default (after expiration of any applicable grace or cure periods) under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor, the result of which could be reasonably likely to cause a Material Adverse Effect.

(k) *False Statements.* Should any representation or warranty of the Borrower made under this Agreement or any of the other Loan Documents, or any certificate, document, report, Funding Request, or financial or other statement delivered thereby, prove to be incorrect or misleading in any material respect as of the time made or deemed made, and such representation or warranty cannot be or has not been corrected within five (5) Business Days of discovery by, or written notice by the Administrative Agent thereof to, the Borrower, as applicable.

(l) *Defective Collateralization.* Should any Loan Document granting the Collateral Agent a Security Interest in any of the Collateral cease to be in full force and effect (including the failure of any such Loan Document to create a valid first priority Security Interest (subject only to Permitted Liens)) at any time for any reason and such defect in collateralization shall not have been remedied within ten (10) calendar days after written notice of such collateralization defect by Administrative Agent to the Borrower or actual and specific knowledge thereof by an Authorized Individual.

(m) *Invalidity of Agreement.* Should any material provision of this Agreement or any other Loan Document to which the Borrower is a party shall cease to be in full force and

effect or the Borrower shall assert in writing (which may be provided via electronic mail) that this Agreement is no longer in full force and or effect.

(n) *Stay Relief and Other Adverse Orders.* Should (i) the Bankruptcy Court or any court adjudicating an appeal of an order of the Bankruptcy Court (A) enter an order granting relief from the Automatic Stay to permit foreclosure of security interests in any material assets of the Borrower; (B) without the express prior written consent of the Agents and the Required Lenders (which shall not be unreasonably withheld), enter an order to revoke, reverse, stay, vacate, amend, supplement or otherwise modify in any manner the Interim Order or the Final Order; (C) without the express prior written consent of FAM (which shall not be unreasonably withheld), enter an order to revoke, reverse, stay, vacate, amend, supplement or otherwise modify in any manner the Bid Procedures Order, the Sale Order, or the FAM LPA Approval Order; (D) enter an order appointing a trustee or examiner or terminating the Borrower's exclusive period to file a chapter 11 plan and solicit acceptances thereof; (E) enter an order granting or permitting any administrative expenses or claims (now existing or hereafter arising of any kind or nature whatsoever) that have administrative priority equal or superior to the Indebtedness (other than the Carve Out); or (F) enter an order granting or permitting any Liens that are pari passu with or senior to the DIP Liens (other than Permitted Liens and the Carve Out) (or, in the case of (i)(B) through (i)(F) above, such an order is sought by any party and not actively contested by the Borrower) or (ii) the Borrower file a motion (without consent of the Lenders) seeking, or the Bankruptcy Court shall enter an order granting, relief from or modifying the Automatic Stay of Section 362 of the Bankruptcy Code (A) to allow any creditor (other than the Secured Parties) to execute upon or enforce a Lien on any Collateral, (B) approving any settlement or other stipulation not approved by the Lenders with any creditor of any Borrower providing for payments as adequate protection or otherwise to such secured creditor or (C) permit other actions that would have a Material Adverse Effect on the Borrower.

(o) *Indictments.* Should the Borrower or any of their executive officers be indicted for a felony offense that is a business or financial related crime. For purposes hereof, the indictment (and any Event of Default under this clause (o)) shall be deemed to be cured if (i) the indictment is dismissed, (ii) the Borrower or an executive officer of the Borrower, enters into an agreement of settlement with the authority that has commenced such indictment, which agreement is entered into without prejudice to such party or without admission of fault or wrongdoing by such party, (iii) the Borrower removes direct responsibility for the origination, acquisition and/or administration of the Collateral from each executive officer, if any, that is the subject of the applicable indictment, or (iv) the Borrower removes direct responsibility for financial management or accounting control matters from each executive officer, if any, that is the subject of the applicable indictment.

(p) *Other Debt.* Should the representation set forth in Section 5.1(d) of this Agreement at any time during the term of this Agreement fail to be correct, or should the Borrower or any Affiliate file a motion in the Bankruptcy Cases without the express prior written consent of the Agents and the Lenders, to obtain additional financing from a party other than the Lenders under Section 364(c) or Section 364(d) of the Bankruptcy Code or to use cash collateral under Section 363(c) of the Bankruptcy Code that does not have the prior written consent of the Agents and the Lenders.

(q) *Activities of the Borrower.* Should the activities of the Borrower be suspended or terminated by a regulatory authority.

(r) *Material Adverse Effect.* The occurrence of a Material Adverse Effect (other than those occurrences which are customarily a result of events and circumstances leading up to and following the filing of the Bankruptcy Cases).

(s) *Event of Default under Renovate / ING Facility.* Should there be any Event of Default (after expiration of any applicable grace or cure periods) under the Renovate / ING Facility after the Petition Date other than any Event of Default arising out of or relating to the commencement of the Bankruptcy Cases.

Section 8.2 Effect of an Event of Default.

(a) Subject to the terms of the DIP Order and the Remedies Notice Period, if any Event of Default occurs and is continuing, notwithstanding the provisions of Section 362 of the Bankruptcy Code, without any application, motion or notice to, hearing before, or order from the Bankruptcy Court, then, the Administrative Agent, upon the direction of the Lenders, shall deliver a Default Notice declaring all Indebtedness hereunder (with accrued interest thereon) immediately become due and payable, but without affecting the DIP Liens, and the Administrative Agent, upon the request of the Lenders, shall: (i) terminate the commitments of the Lenders to fund Draws and reduce or restrict the right or ability of the Borrower to use any cash collateral; (ii) declare the Indebtedness hereunder (with accrued interest thereon) to be due and payable forthwith, whereupon the same shall immediately become due and payable; (iii) subject to the Remedies Notice Period, (A) exercise on behalf of itself and the Lenders all rights and remedies available to it and the Lenders under the Loan Documents or applicable law or (B) take any and all actions described in the DIP Order; and (iv) deliver a Carve-Out Trigger Notice.

(b) At any hearing during the Remedies Notice Period to contest the enforcement of remedies, the only issue that may be raised by any party in opposition thereto shall be whether, in fact, an Event of Default has occurred, and the Borrower hereby waives its right to and shall not be entitled to seek relief, including, without limitation, under Section 105 of the Bankruptcy Code, to the extent that such relief would in way impair or restrict the rights and remedies of the Administrative Agent or the Secured Parties, as set forth in this Agreement, the Interim Order or Final Order, as applicable or other Loan Documents. Except as expressly provided above in this Section 8.2(b) to the maximum extent permitted by applicable law, presentment, demand, protest and all other notices of any kind are hereby expressly waived.

(c) Subject to any previously granted licenses, each Secured Party is hereby granted an irrevocable, non-exclusive license or other right to use, license or sub-license (to the extent permitted under the applicable licenses and without payment of royalty or other compensation to any Person) any or all Intellectual Property of Borrower, computer hardware and software, trade secrets, brochures, customer lists, promotional and advertising materials, labels, packaging materials and other property, in advertising for sale, marketing, selling, collecting, completing manufacture of, or otherwise exercising any rights or remedies with respect to, any Collateral (in each case after the occurrence, and during the continuance, of an Event of Default). Each Secured Party (together with its agents, representatives and designees) is

hereby granted a non-exclusive right to have access to, and a rent free right to use, any and all owned or leased locations (including, without limitation, warehouse locations, distribution centers and store locations) for the purpose of arranging for and effecting the sale or disposition of Collateral, including the production, completion, packaging and other preparation of such Collateral for sale or disposition (it being understood and agreed that each Secured Party and its representatives (and Persons employed on their behalf), may continue to operate, service, maintain, process and sell the Collateral, as well as to engage in bulk sales of Collateral). Upon the occurrence and the continuance of an Event of Default and the exercise by the Secured Parties of their rights and remedies under this Agreement and the other Loan Documents, the Borrower shall assist the Secured Parties in effecting a sale or other disposition of the Collateral upon such terms as are reasonably acceptable to the Secured Parties.

(d) *Cumulative Remedies.* Except as may be prohibited by applicable law, all of the rights and remedies of the Administrative Agent, the Collateral Agent and the Lenders shall be cumulative and may be exercised singularly or concurrently. Election by any Lender, the Administrative Agent or the Collateral Agent to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of the Borrower shall not affect the rights of any Lender, the Administrative Agent or the Collateral Agent to declare a default and to exercise their respective rights and remedies.

Section 8.3 Termination Event. Upon the occurrence of a Termination Event, all commitments and obligations of the Administrative Agent, acting at the direction of the Lenders, under this Agreement or any of the other Loan Documents or any other agreement immediately will terminate, including without limitation the Administrative Agent's and the Lender Group's commitment to fund any Draws hereunder.

ARTICLE IX

MISCELLANEOUS PROVISIONS

The following miscellaneous provisions are a part of this Agreement:

Section 9.1 Amendments. No alteration of or amendment to this Agreement shall be effective unless given in writing (which may be provided via electronic mail) and signed by each of the parties hereto, subject to Section 9.10(d).

Section 9.2 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without regard to any principles of law that would require the application of the laws of another State).

Section 9.3 Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Section 9.4 Assignment and Loan Participation. Any Lender may assign to an assignee all or a portion of its rights and its obligations under this Agreement (including all or a portion of the Outstanding Principal Balance or interests therein owned by it, together with ratable portions of the Draws to be made by it) without the Borrower's consent; provided that any assignee shall be adequately capitalized to fulfill in the ordinary course such Assigning Lender's

Program Amount hereunder. Any such assignment shall be evidenced by a Lender Assignment Agreement, a copy of which shall be provided to Administrative Agent, Collateral Agent and Borrower immediately following the execution thereof. To the extent the assignee is not a Lender hereunder, the Assignor shall deliver to the Collateral Agent all documentation and other information reasonably determined by the Collateral Agent to be required by applicable regulatory authorities required under applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act, prior to such assignment. No assignment shall be effective until such time as such assignment has been recorded in the Note Register by the Administrative Agent. In connection with each such assignment, unless waived by the Administrative Agent, the relevant assigning Lender or relevant assignee shall pay to Administrative Agent an assignment processing fee of \$3,500.00. Any Lender may sell or transfer one or more participation interests in the Indebtedness to one or more purchasers. Administrative Agent and Collateral Agent may provide, subject to Section 9.20, to any one or more purchasers, or potential purchasers, any information or knowledge Lenders may have about the Borrower about any matter relating to the Indebtedness, provided that any such purchaser or potential purchaser has entered into an agreement to comply with confidentiality provisions at least as restrictive as those contained in this Agreement or the Loan Documents. Neither the Borrower nor any of its Affiliates may be a Lender hereunder. In the event that any other Person becomes a Lender pursuant to the provisions of this Section 9.4, and the consent or other action of a Lender is required pursuant to the terms of this Agreement, such consent or action shall be provided to the extent that such Lender so consents in accordance with Section 9.10.

Any agreement or instrument pursuant to which a Lender sells, in accordance with the terms of this Agreement, a participation interest in all or any part of its Program Amount shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement (except to the extent such rights are expressly granted to the Administrative Agent or the Collateral Agent herein). Each Lender that sells a participation shall, maintain a register on which it enters the name and address of each participant and the principal amounts (and stated interest) of each participant's interest in the Draws or other obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any participant or any information relating to a participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and any such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

Notwithstanding any other provision of this Agreement to the contrary, any Lender may at any time pledge or grant a security interest in all or any portion of its rights (including, without limitation, any interest it has in any Draws and any rights to payment on such Draws or interest thereon) under this Agreement, without notice to or consent of any party hereto; *provided that* no

such pledge or grant of a security interest shall release such Lender from any of its obligations hereunder, or substitute any such pledgee or grantee for such Lender as a party hereto.

Section 9.5 Controlling Terms. This Agreement and all of the Loan Documents shall be construed in such a manner as to give full force and effect to all provisions of this Agreement and the other Loan Documents; however, in the event of any irreconcilable conflict between the terms and provisions contained in this Agreement and in any of the other Loan Documents, the terms and provisions of this Agreement shall control.

Section 9.6 Costs and Expenses; Indemnification. The Borrower agrees to pay, upon demand, costs and expenses of Administrative Agent, Collateral Agent, and Lenders in connection with the preparation and execution of this Agreement and the Loan Documents, including, without limitation, reasonable and documented attorneys' fees and related travel expenses incurred prior to the Closing Date, which may in the sole discretion of the Borrower be included as part of the Funding Request for the initial Draw hereunder. The Borrower also agrees to pay, upon demand, all of costs and expenses of Administrative Agent, Collateral Agent, and Lenders, including reasonable attorneys' fees actually incurred in connection with amendments, consents, waivers and terminations in connection this Agreement, the other Loan Documents, the Security Interests and the Indebtedness. The Borrower also agrees to pay, upon demand all reasonable costs and expenses of Administrative Agent, Collateral Agent, and the Lenders, including reasonable attorneys' fees actually incurred, and including the fees of any third party engaged by the Lenders or any of the Agents to assist in the collection of the Indebtedness, in connection with the enforcement, protection, defense and collection of this Agreement, the other Loan Documents, the Security Interests and the Indebtedness. This includes, subject to any limits under applicable law, the reasonable attorneys' fees and legal expenses of the Lenders, the Administrative Agent, and Collateral Agent actually incurred, whether or not there is a lawsuit, including reasonable attorneys' fees actually incurred for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. The Borrower will pay any court costs, in addition to all other sums provided by law.

The Borrower shall indemnify and hold harmless the Agents, Lenders and their respective Affiliates, officers, directors, employees, agents, managers of, and any Person controlling any of, the foregoing (each, an "Indemnified Party") from and against any and all claims, damages, losses, liabilities, obligations, expenses, penalties, actions, suits, judgments and disbursements of any kind or nature whatsoever (including with respect to any Indemnified Party, the reasonable and documented fees and disbursements of one counsel and one local counsel in each appropriate jurisdiction) that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or by reason of the execution, delivery, enforcement, performance, administration of or otherwise arising out of or incurred in connection with this Agreement, any other Loan Document or any transaction contemplated hereby or thereby (and regardless of whether or not any such transactions are consummated) (collectively, the "Liabilities"); except that Borrower shall have no duty to indemnify or hold harmless any Indemnified Party with respect to any liability to the extent such Liability is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence, material breach or willful

misconduct. For the avoidance of doubt, Section 9.6 shall be applied without duplication of Taxes that are governed by Section 9.7.

To the fullest extent permitted by applicable law, none of the Borrower, Lender, Collateral Agent, nor Administrative Agent shall assert, and each such party hereby waives, any claim against any Indemnified Party, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Draw or the use of the proceeds thereof.

Section 9.7 Increased Costs; Tax Withholding.

(a) If any Lender shall be charged any fee, expense or increased cost on account of any Regulatory Change (i) that subjects such Lender to any Taxes (other than Indemnified Taxes, Taxes described in clauses (ii), (iii) and (iv) in the definition of Excluded Taxes, and Other Connection Taxes that are imposed or measured by net income (however denominated) or that are franchise taxes or branch profit taxes) or (ii) that imposes, modifies or deems applicable any reserve, assessment, insurance charge, special deposit or similar requirement against assets of, deposits with or for the account of such Lender, or credit extended by such Lender pursuant to this Agreement or (iii) except with respect to Taxes that are Excluded Taxes, that imposes any other condition, including without limitation any capital or liquidity requirements, the result of which is to increase the cost to such Lender of performing its obligations under this Agreement, or to reduce the rate of return on such Lender's capital as a consequence of its obligations under this Agreement, or to reduce the amount of any sum received or receivable by such Lender under this Agreement or to require any payment calculated by reference to the amount of interests or loans held or interest received by it, then, upon demand by such Lender, and receipt by Borrower of a certificate as to such amounts (to be conclusive absent manifest error), Borrower shall pay to such Lender, such amounts charged to such Lender or such amounts to otherwise compensate such Lender for such increased cost or such reduction.

(b) Any and all payments by or on account of any obligation of the Borrower under this Agreement or any Loan Documents shall be made without deduction or withholding for any Taxes, except as required by Applicable Law. If any Taxes are required by Applicable Law to be deducted or withheld from any such payment, then the applicable withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with Applicable Law and, if such Tax is an Indemnified Tax, then the amounts so payable to the Administrative Agent or such Lender shall be increased to the extent necessary so that Administrative Agent or such Lender (after payment of all Taxes including Taxes attributable to amounts payable under this Section 9.7) receives an amount equal to the sum it would have received had no such deductions or withholdings been made. In addition, the Borrower shall indemnify the Administrative Agent and each Lender, within five (5) Business Days after written demand thereof, for the full amount of any Indemnified Taxes (including Taxes imposed or asserted on or attributable to amounts payable under this Section 9.7) paid by the Administrative Agent or such Lender, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental

Authority. The Borrower shall timely pay to the relevant Governmental Authority in accordance with Applicable Law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(c) If any Lender requests compensation under this Section 9.7 or requires the Borrower to pay any Indemnified Taxes or additional amounts to any Lender or any jurisdiction for the account of any Lender pursuant to this Section 9.7, then such Lender shall (at the request of the Borrower) use reasonable efforts to designate a different lending office for funding or booking its Indebtedness hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or materially reduce amounts payable pursuant to this Section 9.7 in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender.

(d) Tax Forms.

(i) Each Non-U.S. Lender that, at any of the following times, is entitled to an exemption from United States withholding tax or, currently or after a change in any applicable law, is subject to such withholding tax at a reduced rate under an applicable tax treaty, shall (x) on or prior to the date such Non-U.S. Lender becomes a “Non-U.S. Lender” hereunder, (y) after the occurrence of any event requiring a change in the most recent form or certification previously delivered by it pursuant to this clause (d) and (z) from time to time if requested by the Borrower or the Administrative Agent (or, in the case of a participant, the relevant Lender), provide the Administrative Agent and the Borrower (or, in the case of a participant, the relevant Lender) with two properly completed and duly executed copies of one of the following, as applicable: (A) Forms W-8ECI (claiming exemption from U.S. withholding tax because the income is effectively connected with a U.S. trade or business), W-8BEN or W-8BEN-E (claiming exemption from, or a reduction of, U.S. withholding tax under an income tax treaty) and/or W-8IMY (together with appropriate forms, certifications and supporting statements) or any successor forms, (B) in the case of a Non-U.S. Lender claiming exemption under Sections 871(h) or 881(c) of the Code, Form W-8BEN or W-8BEN-E (claiming exemption from U.S. withholding tax under the portfolio interest exemption) or any successor form and a certificate in form and substance acceptable to the Administrative Agent and Borrower that such Non-U.S. Lender is not (1) a “bank” within the meaning of Section 881(c)(3)(A) of the Code, (2) a “10 percent shareholder” of the Borrower within the meaning of Section 881(c)(3)(B) of the Code or (3) a “controlled foreign corporation” related to the Borrower as described in Section 881(c)(3)(C) of the Code or (C) any other applicable document prescribed by the IRS certifying as to the entitlement of such Non-U.S. Lender to such exemption from United States withholding tax or reduced rate with respect to all payments to be made to such Non-U.S. Lender under the Loan Documents; *provided, however*, notwithstanding anything to the contrary herein, the completion, execution and submission of such documentation described in clause (C) shall not be required if in the Lender’s reasonable judgment such completion, execution or submission would subject such Lender to

any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender. Without prejudice to any right of a Non-U.S. Lender to receive additional amounts or increased costs under this Agreement, unless the Borrower and the Administrative Agent have received forms or other valid documentation indicating that payments under this Agreement to or for a Non-U.S. Lender are not subject to U.S. federal withholding tax or are subject to such tax at a reduced rate under an applicable tax treaty, the Borrower and Administrative Agent shall withhold amounts required to be withheld under applicable law from payments at the applicable statutory rate.

(ii) Each U.S. Lender shall (A) on or prior to the date such Lender becomes a "Lender" hereunder, (B) on or prior to the date on which any such form or certification previously delivered by it expires or becomes obsolete, (C) after the occurrence of any event requiring a change in the most recent form or certification previously delivered by it pursuant to this clause (ii) and (D) from time to time if requested by the Borrower or the Administrative Agent (or, in the case of a participant, the relevant Lender), provide the Administrative Agent and the Borrower (or, in the case of a participant, the relevant Lender) with two completed copies of Form W-9 (certifying that such Lender is entitled to an exemption from U.S. backup withholding tax) or any successor form.

(iii) If a payment made to a Lender under this Agreement or any Loan Document would be subject to U.S. withholding tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA, such Lender shall deliver to the Borrower and the Administrative Agent, at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent, such documentation and information prescribed by applicable law and such additional documentation and information reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with its obligations under FATCA, and to determine the amount to deduct and withhold from such payment. For purposes of this Section 9.7(d), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(e) If any Lender, the Administrative Agent or the Collateral Agent, as applicable, determines in its sole discretion, that it had received and retained a refund of a Tax that has been indemnified by the Borrower pursuant to this Agreement, which refund in the sole judgment of such Lender, the Administrative Agent or the Collateral Agent, as the case may be, is attributable to such payment made by the Borrower under this Section 9.7, then the Lender, the Administrative Agent or the Collateral Agent, as the case may be, shall reimburse the Borrower for such amount (net of all out-of-pocket expenses (including Taxes) and without interest (other than any interest paid by the relevant Government Authority with respect to such refund) as the Lender, the Administrative Agent or the Collateral Agent, as the case may be, determines in its sole discretion to be the proportion of the refund as will leave it, after such reimbursement, in no better or worse position (taking into account expenses or any taxes imposed on such refund) than it would have been in if the reimbursement had not been required. The Borrower, upon the request of such Lender, the Administrative Agent or the Collateral Agent, as the case may be,

shall repay to such Lender, the Administrative Agent or the Collateral Agent, as the case may be, the amount paid over pursuant to this clause (e) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such Lender, the Administrative Agent or the Collateral Agent, as the case may be, is required to repay such refund to such Governmental Authority. A Lender, the Administrative Agent or the Collateral Agent shall claim any refund that it determines is available to it, unless it concludes in its sole discretion that it would be adversely affected by making such claim. None of the Lenders, the Administrative Agent nor the Collateral Agent shall be obligated to disclose any information regarding its tax affairs or computations to the Borrower or any Affiliate or Related Party of the Borrower in connection with this clause (e).

(f) If the Borrower determines that a reasonable basis exists for contesting a Tax that has been indemnified by the Borrower, each Lender shall use commercially reasonable efforts to cooperate with the Borrower as the Borrower may reasonably request in challenging such Tax. The Borrower shall indemnify and hold each Lender harmless against any out-of-pocket expenses incurred by such Person in connection with any request made by the Borrower pursuant to this Section 9.7(f). Nothing in this Section 9.7(f) shall obligate any Lender to take any action that such Person, in its sole judgment determines may result in a material detriment to such Person.

(g) If any Lender requests compensation under this Section 9.7, or if the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender for the account of any Lender pursuant to this Section 9.7, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse, all of its interests, rights (other than its existing rights to payments pursuant to this Section 9.7(g) and obligations under this Agreement and the Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that:

(i) the Borrower or such assignee shall have paid to the Administrative Agent the assignment fee specified in Section 9.4 if such Lender would otherwise be required to pay such fee pursuant to the terms of Section 9.4;

(ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Draws, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents;

(iii) such assignment will result in a reduction in such compensation or payments thereafter; and

(iv) such assignment does not conflict with applicable law.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

(h) If any Lender requests compensation under this Section 9.7 as a result of any Regulatory Change that is commenced prior to the Closing Date or that arises (whether

before or after the Closing Date) under foreign law or regulations, then the Borrower may prepay, without penalty, premium or Breakage Costs, the amounts due hereunder.

Section 9.8 Calculation of Time Periods. Whenever this Agreement provides for or contemplates a period of time for the performance of any term, provision or condition of this Agreement, all of the days in such period shall be counted consecutively including Saturdays, Sundays and other non-Business Days except in instances where this Agreement expressly provides that only Business Days shall be counted; *provided, however*, if the last day of any such time period falls on a Saturday, Sunday or other non-Business Day, the last day shall be extended to the next succeeding Business Day immediately thereafter occurring.

Section 9.9 Entire Agreement. This Agreement, the Notes, and the other Loan Documents, embody the final, entire agreement of the parties hereto and supersede any and all prior commitments, agreements, representations, and understandings, whether written or oral, relating to the subject matter hereof and may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreements or discussions of the parties hereto. There are no oral agreements between the parties to this Agreement.

Section 9.10 Provisions with Respect to the Agents.

(a) Appointment. Each Lender hereby irrevocably designates and appoints FAM as administrative agent under this Agreement, and each Lender hereby irrevocably authorizes FAM as Administrative Agent for such Lender, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers as are expressly delegated to Administrative Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto, including, without limitation, the right to execute Loan Documents as Administrative Agent for each Lender. The Administrative Agent will maintain (and make available for inspection by the Borrower and the Lenders upon reasonable prior notice at reasonable times) a register for the recordation of, and will record, the names and addresses of the Lenders and the pro rata share and respective amounts (and stated interest) of the Commitments and Draws of each Lender from time to time (the "Note Register"); provided that upon any change to the Note Register, the Administrative Agent shall provide an updated copy thereof within five (5) Business Days of such change to the Collateral Agent; provided further, that the Collateral Agent shall be able to rely upon the most recent updated Note Register received by it from the Administrative Agent. The entries in the Note Register shall be conclusive and binding for all purposes and the Borrower, the Administrative Agent and the Lenders shall, absent manifest error, treat each person whose name is recorded in the Note Register as a Lender hereunder for all purposes of this Agreement. Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or otherwise exist against Administrative Agent. In performing its functions and duties under this Agreement, the Administrative Agent shall act solely as agent of the Lenders and the Administrative Agent does not assume and shall not be deemed to have assumed any obligation or relationship of agency or trust with the Borrower, or for any of their Subsidiaries or Affiliates.

(b) Pro Rata. Except as otherwise provided in Section 9.10(c), the pro rata share of each Lender is shown on Schedule III, as it may be amended, modified or replaced from time to time.

(c) Sharing of Payments. Each Lender agrees that if it shall, through the exercise of a right of set-off, compensation, counterclaim, foreclosure, or otherwise, obtain payment with respect to any of the Indebtedness, or from any of the Collateral, which results in its receiving more than its pro rata share of the aggregate payments with respect to all of the Indebtedness, then (a) such Lender shall be deemed to have simultaneously purchased from the other Lenders a share in the Indebtedness so that the amount of the Indebtedness held by each Lender shall be pro rata and (b) such other adjustments shall be made from time to time as shall be equitable to insure that all Lenders share such payments ratably; *provided, however*, that for purposes of this Section the term "pro rata" shall be determined after subtraction of the amounts, if any, which any such Lender has not funded its share of the outstanding balance due under the Notes. If all or any portion of any such excess payment is thereafter recovered from the Lender that received the same, the purchase provided in this Section shall be rescinded to the extent of such recovery, without interest. Borrower expressly consents to the foregoing arrangements and agrees that each Lender so purchasing a portion of the other Lenders' share of the Indebtedness may exercise all rights of payment (including, without limitation, all rights of set-off, compensation, or counterclaim) with respect to such portions as fully as if such Lender were the direct holder of such portion. Administrative Agent will keep records (which shall be conclusive and binding in the absence of manifest error) of all participations purchased under this Section and will in each case notify Lenders following any such purchases or repayments. Lenders also acknowledge and agree that any Agent may be entitled to fees for services provided by such Agent pursuant to one or more separate agreements with Borrower that may be related to the Indebtedness, this Agreement or any other Loan Document. In each such case, such Agent shall have the right to receive and retain any such fees, which will not be shared with Lenders. For the avoidance of doubt, each Lender has the right to retain any amounts where such Lender is entitled to non-pro rata payments pursuant to any provision in this Agreement or one or more separate agreements that may be related to the Indebtedness, this Agreement or any other Loan Document.

(d) Decisions. The consent of all Lenders is required in order to (a) make any changes in the definition or calculation of the Borrowing Base or in any component of the Borrowing Base, (b) make any changes in the maximum principal balance of the Notes, (c) make any changes in the interest rates charged under the Notes or the redemption price with respect thereto, (d) make any changes in the method of determining the interest rates charged under the Notes, (e) renew the Notes or extend the Maturity Date of any Note, (f) extend any payment due date or change the provisions of this Agreement relating to the application of Collections or the proceeds of the sale of the Collateral to the payment of the Indebtedness, (g) change any place of payment where, or the coin or currency in which, any of the Indebtedness is payable, (h) except as otherwise permitted in this Agreement, release or subordinate any Security Interest in any Collateral, (i) amend this Section 9.10(d), or (j) amend any provision where action or consent of all Lenders is required in such provision; *provided, however*, that any consent hereunder that is required by Administrative Agent (as opposed to Lenders) shall only require the consent of Administrative Agent. Consent of the Majority Lenders shall be required to impair the right to institute suit for the enforcement of the remaining provisions of this Agreement and the Loan

Documents. All other consents, approvals, elections and other actions of “Lenders” (unless otherwise provided for under this Agreement), and any and all other decisions with respect to the Indebtedness, may be made only with the consent of the Required Lenders. If any action to be taken by the Lenders hereunder requires the consent, authorization or agreement of all Lenders, and a Lender (the Holdout Lender) fails to give its consent, authorization or agreement, then the Required Lenders, upon at least five (5) Business Days prior irrevocable notice to the Holdout Lender, may permanently replace the Holdout Lender with one or more substitute replacement Lenders (including any Lender then party to this Agreement) and the Holdout Lender shall have no right to refuse to be replaced hereunder. Such notice to replace the Holdout lender shall specify the effective date for such replacement, which date shall not be later than fifteen (15) Business Days after the date of such notice. Prior to the effective date of such replacement, the Holdout Lender and each replacement Lender shall execute and deliver a Lender Assignment Agreement, subject only to the Holdout Lender being repaid its pro rata share of the outstanding Draws (together with accrued and unpaid interest thereon) without any premium or penalty of any kind whatsoever. If the Holdout Lender shall refuse or fail to execute and deliver any such Lender Assignment Agreement prior to the effective date of such replacement, the Holdout Lender shall be deemed to have executed and delivered such Lender Assignment Agreement. Until such time as replacement Lender or Lenders shall have acquired all rights and obligations of the Holdout lender hereunder and under the other Loan Documents, the Holdout Lender shall remain obligated to fund its pro rata share of the Committed Amount.

(e) Defaulting Lenders. Notwithstanding anything any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply:

(i) fees shall cease to accrue on the unfunded portion of the pro rata share of the Committed Amount of such Defaulting Lender;

(ii) the Program Amount of such Defaulting Lender shall not be considered in determining whether any action of all Required Lenders have been taken or may be taken hereunder; and

(iii) upon at least five (5) Business Days prior irrevocable notice to such Defaulting Lender, the Required Lenders or Borrower may permanently replace such Defaulting Lender with one or more substitute replacement Lenders (including any Lender then party to this Agreement) and the Defaulting Lender shall have no right to refuse to be replaced hereunder. Such notice to replace the Defaulting Lender shall specify the effective date for such replacement, which date shall not be later than fifteen (15) Business Days after the date of such notice. Prior to the effective date of such replacement, the Defaulting Lender and each replacement Lender shall execute and deliver a Lender Assignment Agreement, subject only to the Defaulting Lender being repaid its pro rata share of the outstanding Draws (together with accrued and unpaid interest thereon) without any premium or penalty of any kind whatsoever. If the Defaulting Lender shall refuse or fail to execute and deliver any such Lender Assignment Agreement prior to the effective date of such replacement, the Defaulting Lender shall be deemed to have executed and delivered such Lender Assignment Agreement.

(f) Attorneys-in-fact. Administrative Agent may execute any of its duties under this Agreement by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. Administrative Agent shall not be responsible to Lenders for the negligence, gross negligence or willful misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

(g) Limitation on Liability. No Agent, nor any of its respective officers, directors, employees, agents or attorneys-in-fact shall be liable to Lenders for any action lawfully taken or omitted to be taken by it or them under or in connection with this Agreement except for its own gross negligence or willful misconduct as determined by a final non-appealable judgment in a court of competent jurisdiction, including in relation to any errors made by an Agent in identifying a Lender as a Defaulting Lender. No Agent, nor any of its respective affiliates shall be responsible in any manner to any Lender for any recitals, statements, representations or warranties made by Borrower or any of its Affiliates, or any officer or representative of the Borrower or any of its Affiliates contained in this Agreement or in any of the Loan Documents, or in any certificate, report, statement or other document referred to or provided for in or received by the such Agent under or in connection with this Agreement, or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any of the other Loan Documents, or for any failure of Borrower or any of its Affiliates or to perform any of their respective obligations thereunder, or for any recitals, statements, representations or warranties made, or for the value or sufficiency of any Collateral, or for the perfection or priority of any Security Interest. No Agent shall be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the terms, covenants or conditions of this Agreement or any of the Loan Documents on the part of any of Borrower or any of its Affiliates or to inspect the properties, books or records of any of Borrower or any of its Affiliates.

(h) Reliance. Each Agent shall be entitled to rely, and shall be fully protected in relying, upon any note, writing, resolution, notice, consent, certificate, affidavit, letter, facsimile transmission, cablegram, telegram, teletype, electronic mail or telex message, statement, order or other document or conversation reasonably believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including, without limitation, counsel to Borrower or any of its Affiliates), independent accountants and other experts selected by such Agent. Each Agent shall be fully justified in failing or refusing to take any action under this Agreement unless it shall first receive advice or concurrence of each Lender and it shall first be indemnified to its satisfaction by each Lender against any and all liability and expense which may be incurred by such Agent by reason of taking or continuing to take any such action. Each Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement in accordance with a request of any of the Lenders, and such request and any action taken or failure to act pursuant thereto shall be binding upon all Lenders and all present and future interest holders in the Notes.

(i) Notice of Default. No Agent nor any Lender shall be deemed to have knowledge or notice of the occurrence of any Event of Default or Termination Event hereunder unless such Agent or the Lender has actual knowledge thereof or unless such Agent or the Lender has received written notice from Administrative Agent, Collateral Agent, a Lender or the Borrower referring to this Agreement, describing such Event of Default or Termination Event and stating that such notice is a "notice of default". In the event that an Agent receives such a

notice, the recipient shall promptly give notice thereof to the Administrative Agent and all Lenders. Administrative Agent shall take such action with respect to such Event of Default or Termination Event as shall be reasonably directed by Lenders; provided that, unless and until Administrative Agent shall have received such directions, Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Event of Default or Termination Event as it shall deem advisable in the best interests of Lenders.

(j) Financial Statements and Reports. Within three (3) Business Days after its receipt thereof from the Borrower or such later date as may be specified in any written request of a Lender therefor, Administrative Agent agrees to furnish Lenders who request the same with copies of all financial statements, reports, schedules, certificates and tax returns required to be furnished to Administrative Agent under this Agreement. Administrative Agent shall not have any duty or responsibility to provide any Lender with any other information concerning the affairs, financial condition or business of PEFI or RAI or any of their Affiliates that may come into the possession of Administrative Agent if not otherwise required to be furnished under this Agreement.

(k) AML Compliance. In order to comply with Applicable Laws, each Agent and each Lender is required to obtain, verify and record certain information relating to individuals and entities which maintain a business relationship with such Agent or such Lender. Accordingly, each of the parties agrees to provide to each Agent and each Lender upon its request from time to time such identifying information and documentation as may be available for such party in order to enable each such Person to comply with Applicable Laws.

(l) Resignation or Removal. Administrative Agent may resign as Administrative Agent under this Agreement at any time. Majority Lenders may remove Administrative Agent as Administrative Agent under this Agreement at any time and, if such Lenders elect to remove Administrative Agent, Administrative Agent shall resign as Administrative Agent under this Agreement within thirty (30) days after written notice of removal (which may be provided by electronic mail). If Administrative Agent resigns (voluntarily or involuntarily) as Administrative Agent under this Agreement, the Majority Lenders with the consent of the Borrower not to be unreasonably withheld (as long as no Event of Default or Termination Event has occurred and is continuing) may appoint a successor Administrative Agent for Lenders, which successor Administrative Agent shall be a commercial bank (i) organized under the laws of the United States or any state thereof or (ii) with a branch licensed to operate under the laws of the United States, whereupon such successor Administrative Agent shall succeed to the rights, powers and duties of the former Administrative Agent and the obligations of the former Administrative Agent shall be terminated and canceled, without any other or further act or deed on the part of such former Administrative Agent or any of the parties to this Agreement. The former Administrative Agent's resignation shall not become effective until a successor Administrative Agent has been appointed and has succeeded of record to all rights and obligations of the Administrative Agent hereunder; provided, however, that if Lenders cannot agree as to a successor Administrative Agent within ninety (90) calendar days after such resignation, Administrative Agent may petition a court of competent jurisdiction for the appointment of a successor Administrative Agent. At all times, all provisions of this Agreement and the Loan Documents shall remain in full force and effect, even during the period between the resignation an Administrative Agent and the appointment of a successor

Administrative Agent. After any Administrative Agent's resignation as Administrative Agent, the provisions of this Section shall inure to the benefit of the resigned Administrative Agent as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement and until a successor Administrative Agent has been appointed.

Section 9.11 Maximum Interest Rate. No provision of this Agreement, the Notes, or any other Loan Document shall require the payment or permit the collection of interest in excess of the maximum permitted by applicable law (the "Maximum Rate"). In determining whether or not interest paid or payable under any Note exceeds the Maximum Rate, the Borrower and the applicable Lender shall, to the extent permitted by applicable law, (a) characterize any non-principal payment as an expense, fee or premium rather than as interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate and spread, in equal or unequal parts, the total amount of interest throughout the entire contemplated term of the Indebtedness represented by such Note so that interest for the entire term of such Note does not exceed the Maximum Rate. In the event any Lender ever receives, collects or applies, as interest due and payable under the Notes, any sum in excess of the Maximum Rate, the amount of the excess shall be applied as a payment and reduction of the principal of the indebtedness represented by that Note or any other Note; and if the principal of the Indebtedness represented by any Note has been fully paid, any remaining excess shall forthwith be paid to Borrower.

Section 9.12 Notices. Any notice or demand which, by provision of this Agreement, is required or permitted to be given or served on the Borrower must be in writing and shall be deemed to have been sufficiently given and served for all purposes (if mailed) three (3) days after being deposited, postage prepaid, in the United States mail, registered or certified mail, or (if delivered by express courier) one (1) Business Day after being delivered to such courier, or (if delivered in person or transmitted electronically by facsimile or electronic mail) the same day as delivery, in each case addressed (until another address or addresses are given in writing by the Borrower to each of the other parties hereto) as follows:

Personal Energy Finance, Inc.
16870 West Bernardo Drive, Suite 408
San Diego, CA 92127
Attention: Mark Matheson
Telephone: (619) 743-6902
E-Mail: markmatheson1@gmail.com

With a copy to:

Bryan Cave Leighton Paisner LLP
120 Broadway, Suite 300
Santa Monica, CA 90401
Attention: Sharon Weiss; David Andersen
E-Mail: Sharon.weiss@bcplaw.com; dgandersen@bcplaw.com

Any notice or demand which, by any provision of this Agreement, is required or permitted to be given or served on the Administrative Agent, Collateral Agent or the Lenders must be in writing and shall be deemed to have been sufficiently given and served for all purposes (if mailed) three

(3) days after being deposited, postage prepaid, in the United States mail, registered or certified mail, or (if delivered by express courier) one (1) Business Day after being delivered to such courier, or (if delivered in person or transmitted electronically by facsimile or electronic mail) the same day as delivery, in each case addressed (until another address or addresses are given in writing by Administrative Agent or Collateral Agent, as applicable, to each of the other parties hereto) as follows:

If to FAM, as Lender,
Administrative Agent, or
Collateral Agent:

3041 Agoura Road
Suite 230
Agoura Hills, CA 91301
Attention: Graham Fleming
Telephone: (949) 275-4476
E-mail: gfleming@financeofamerica.com

With a copy to (which will not constitute notice hereunder):

Finance of America Mortgage LLC
2500 Dallas Parkway, Suite 430
Plano, Texas 75093
Attention: Lauren Richmond
Email: larichmond@financeofamerica.com

and

Hunton Andrews Kurth LLP
200 Park Avenue
New York, NY 10166
Attention: Peter S. Partee, Sr. and Michael P. Goldman
Email: ppartee@huntonak.com; mgoldman@huntonak.com

Section 9.13 Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any Person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other Persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

Section 9.14 Sole Discretion of Lenders. Unless otherwise provided in this Agreement, whenever the consent or approval of Lenders is required under this Agreement, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Lenders and the decision of Lenders shall be final and conclusive.

Section 9.15 Successors and Assigns. All covenants and agreements contained herein by or on behalf of the Borrower shall bind its successors and assigns and shall inure to the benefit of Lenders, their respective successors and assigns. However, (i) the Borrower shall not have the right to assign its rights or obligations under this Agreement or any interest therein, without the prior written consent of Lenders and (ii) any assignment or participation by any Lender of its rights or obligations under this Agreement shall be in accordance with the terms of this Article IX.

Section 9.16 Survival. The indemnification provisions of Section 0, Section 9.6 and Section 9.7 shall survive the termination of this Agreement and payment of the Notes and all other amounts payable hereunder.

Section 9.17 Waiver. No Lender nor any Agent shall be deemed to have waived any rights under this Agreement unless such waiver is given in writing (which may be provided via electronic mail) and signed by such Lender or such Agent, as applicable. No delay or omission on the part of any Lender or any Agent in exercising any right shall operate as a waiver of such right or any other right. A waiver by any Lender or any Agent of a provision of this Agreement shall not prejudice or constitute a waiver of the right of such Lender or any Agent, as applicable, or otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by any Lender, Collateral Agent or Administrative Agent or any course of dealing between any such Person and the Borrower, shall constitute a waiver of any of the rights of such Lender, Collateral Agent or Administrative Agent or of any obligations of the Borrower as to any future transactions. Whenever the consent of any Lender, Collateral Agent or Administrative Agent is required under this Agreement, the granting of such consent by such Person in any instance shall not constitute continuing consent in subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of such Lender, Collateral Agent or Administrative Agent, except as explicitly otherwise set forth herein.

Section 9.18 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (a) (i) no fiduciary, advisory or agency relationship between Borrower and its Subsidiaries or Affiliates on the one hand and any Lender, or any Agent, on the other hand, is intended to be or has been created in respect of the transactions contemplated hereby or by the other Loan Documents, irrespective of whether any Lenders or any Agent has advised or is advising the Borrower or any Subsidiary on other matters, (ii) the arranging and other services regarding this Agreement provided by any Lenders or any Agent are arm's-length commercial transactions between the Borrower and its Affiliates, on the one hand, and Lenders and Agents on the other hand, (iii) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent that it has deemed appropriate and (iv) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; and (b) (i) Lenders and Agents are not and will not be acting as advisors, agents or fiduciaries for the Borrower or any of its Affiliates, or any other Person; (ii) neither any Lender or any Agent has any obligation to the Borrower or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan

Documents and those imposed by law; and (iii) any Lender and any Agent and their respective Affiliates may be engaged, for their own accounts or the accounts of customers, in a broad range of transactions that involve interests that differ from those of the Borrower and its Subsidiaries and Affiliates, and no Lender nor any Agent has any obligation to disclose any of such interests to the Borrower or its Subsidiaries or Affiliates. To the fullest extent permitted by law, the Borrower hereby waives and releases any claims that it may have against any Lender or any Agent with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 9.19 Right of Setoff. Without in any way limiting any other provision of this Agreement, each of the Lenders and each of the Agents is hereby authorized (in addition to any other rights it may have) at any time after the occurrence of an Event of Default or Termination Event, after giving written notice to the Borrower, to set-off, notice, appropriate and apply (without presentment, demand, or protest which are hereby expressly waived) any deposits and any other indebtedness held or owing by a Lender to, or for the account of, the Borrower against the amount of the unpaid principal of the outstanding Draw owing by the Borrower to such Lender (even if contingent or unmatured).

Section 9.20 Confidentiality. Each Agent and each Lender agrees to maintain the confidentiality of the Confidential Information, except that Confidential Information may be disclosed (a) to its Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Confidential Information and instructed to keep such Information confidential in accordance with customary practices); (b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners); (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process; (d) to any other party hereto; (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder; (f) subject to an agreement containing provisions substantially the same (or at least as restrictive) as those of this Section 9.20 (or as may otherwise be reasonably acceptable to the Borrower), to (x) any assignee of or participant in, or any prospective assignee of or participant in, any of its rights and obligations under this Agreement, or (y) any actual or prospective party (or its Related Parties) to any swap, derivative or other transaction under which payments are to be made by reference to the Borrower and its obligations, this Agreement or payments hereunder; (g) with the consent of the Borrower; or (h) to the extent that such Confidential Information (x) becomes publicly available other than as a result of a breach of this Section, or (y) becomes available to the Administrative Agent, Collateral Agent, Lenders, or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrower. For purposes of this Section 9.20, "*Confidential Information*" means all information received from the Borrower or any of its Affiliates relating to the Borrower or any of its Affiliates or any of their respective businesses, other than any such information that is available to the Agents or Lenders on a nonconfidential basis prior to disclosure by the Borrower or any of its Affiliates.

Section 9.21 WAIVER OF JURY TRIAL. ALL PARTIES TO THIS AGREEMENT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY

MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO (A) THE NOTES, (B) THIS AGREEMENT, (C) ANY OTHER LOAN DOCUMENT, OR (D) THE COLLATERAL. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES HERETO, AND SAID PARTIES HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY THEM TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THE PARTIES FURTHER REPRESENT THAT EACH HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT EACH HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. THE PARTIES FURTHER HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE FOR SO LONG AS THE BANKRUPTCY CASES ARE PENDING AND, TO THE EXTENT THAT THE BANKRUPTCY CASES HAVE BEEN DISMISSED, CLOSED, OR OTHERWISE DISCONTINUED, STATE COURTS OF NEW YORK AND THE FEDERAL COURTS IN NEW YORK, AND AGREE THAT ANY ACTION OR PROCEEDING ARISING OUT OF OR BROUGHT TO ENFORCE THE PROVISIONS OF THE NOTES, THIS AGREEMENT AND/OR ANY THE OTHER LOAN DOCUMENTS MAY BE BROUGHT IN ANY COURT HAVING SUBJECT MATTER JURISDICTION.

Section 9.22 Counterparts. This Agreement may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument. The exchange of copies of this Agreement and of signature pages by facsimile or electronic (i.e., "pdf" or "tif") transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or electronic (i.e., "pdf" or "tif") transmission shall be deemed to be their original signatures for all purposes.

Section 9.23 Contractual Recognition of Bail-In. Notwithstanding anything to the contrary in this Agreement or any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under this Agreement or any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

- (a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and
- (b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

Section 9.24 Obligations Joint and Several. PEFI and RAI acknowledge and agree that it shall, jointly and severally with such other Borrower, be liable for all of the Indebtedness and the performance of all of the obligations of the Borrower under this Agreement, the Loan Documents, the Interim Order, and the Final Order. PEFI and RAI each waive demand of payment from and protest to the other Borrower of any of the Indebtedness, and also waives notice of acceptance of its obligations and notice of protest for nonpayment. The Indebtedness of each Borrower hereunder shall not be affected by (i) the failure of the Administrative Agent to assert any claim or demand or to enforce any right or remedy against either Borrower under the provisions of this Agreement or any of the other Loan Documents or otherwise; (ii) any rescission, waiver, amendment or modification of any of the terms or provisions of this Agreement, any of the other Loan Documents or any other agreement; or (iii) the failure of any Lender to exercise any right or remedy against any other Borrower. PEFI and RAI further acknowledge and agree that its agreement hereunder constitutes a promise of payment when due and not of collection, and waives any right to require that any resort be had by any Lender to any balance of any deposit account or credit on the books of any Lender in favor of any other Borrower or any other person. The obligations of each of PEFI and RAI hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including compromise, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of the obligations of the other Borrower or otherwise. Without limiting the generality of the foregoing, the obligations of each of PEFI and RAI hereunder shall not be discharged or impaired or otherwise affected by the failure of the Administrative Agent or any Lender to assert any claim or demand or to enforce any remedy under this Agreement or under any other Loan Document or any other agreement, by any waiver or modification in respect of any thereof, by any default, failure or delay, willful or otherwise, in the performance of the Obligations of the other Borrower or by any other act or omission which may or might in any manner or to any extent vary the risk of such Borrower or otherwise operate as a discharge of such Borrower as a matter of law or equity. PEFI and RAI further acknowledge and agree that their obligations hereunder shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of principal or of interest on any obligation of the other Borrower is rescinded or must otherwise be restored by the Administrative Agent or any Lender upon the bankruptcy or reorganization of any of the other Borrowers or otherwise.

[SIGNATURES ON FOLLOWING PAGE]

THE BORROWER, EACH AGENT AND THE LENDERS ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND THE BORROWER, EACH AGENT AND THE LENDERS AGREE TO ITS TERMS.

BORROWER:

PERSONAL ENERGY FINANCE, INC.

By: _____
Name:
Title:

RENOVATE AMERICA, INC.

By: _____
Name:
Title:

**INITIAL LENDER, ADMINISTRATIVE
AGENT [AND COLLATERAL AGENT]:**

**FINANCE OF AMERICA MORTGAGE LLC,
as Initial Lender, Administrative Agent, and
Collateral Agent**

By: _____

Name:

Title:

[Signature Page to Loan Agreement]

**TRADEMARK
REEL: 007387 FRAME: 0389**

SCHEDULE I

MASTER CONTRACT SCHEDULE

[ON FILE WITH THE COLLATERAL AGENT]

SCHEDULE II

SCHEDULE OF CHARACTERISTICS OF CONTRACTS

1. The Contract is eligible for purchase under the Approved Takeout, taking into account the Approved Takeout Conditions.
2. The Contract relates to an Eligible Property.
3. The Contract relates to a Home Improvement Project has been completed by an Approved Contractor and payment is not contingent on any further performance by such Approved Contractor.
4. The Contract is set forth on an Approved Form.
5. The Contract is fully executed by all parties.
6. The representations and warranties made by the Borrower with respect to the Contract in Section 3.2 and Section 5.1(x) are true and correct.
7. The Collateral Agent has a first-priority perfected security interest in the Contract for benefit of the Lenders.
8. The Contract is not a Defaulted Contract.
9. The Contract satisfies all applicable requirements of the Approved Takeout and was originated in the ordinary course of business of the Borrower and in accordance with the Credit and Collections Policies.
10. The Collateral Agent shall have received all required documents with respect to the Contract.
11. Any action, notice or filing has been properly and timely completed as required by applicable laws in order to establish and maintain the priority and enforceability of the Contract against the Obligor.
12. The Contract shall not have been intentionally adversely selected by the Borrower for initial or continued financing pursuant to this Agreement relative to other financing sources of the Borrower and its subsidiaries or relative to the Approved Takeout.

SCHEDULE III

LENDER PRO RATA SHARE OF PROGRAM AMOUNT

<u>Lender</u>	<u>Pro Rata Share</u>
FAM	100%

SCHEDULE V

BORROWER PERMITTED DEBT

The Renovate / ING Facility

The PEFI / ING Facility (until repayment thereof prior to, or from the proceeds of, the initial Draw)

EXHIBIT A

FORM OF NOTE

PROMISSORY NOTE

\$_[_____] _____ [], 20__
New York, New York

PROMISE TO PAY. Personal Energy Finance, Inc., a Delaware corporation, and Renovate America, Inc., a Delaware corporation (collectively, the “Borrower”) jointly and severally promise to pay Finance America Mortgage LLC, a Delaware limited liability company (“Lender”) (or its registered assigns), in lawful money of the United States of America the principal sum of [_____] No/100 DOLLARS (U.S.\$ [_____]) or so much thereof as may be outstanding in accordance with the Loan Agreement (as defined below). The principal amount of the indebtedness evidenced hereby shall be payable in the amounts and on the dates specified in the Loan Agreement, the terms of which are hereby incorporated herein by this reference.

CREDIT AGREEMENT. This Promissory Note (this “Note”) is made pursuant to and is entitled to the benefit of the Loan and Security Agreement entered into by Borrower, Collateral Agent, Administrative Agent and Lender, dated as of December 21, 2020, as it may be amended, supplemented or modified from time to time (the “Loan Agreement”). Reference is made to the Loan Agreement for provisions for the acceleration of the maturity hereof on the occurrence of certain events specified therein, the definition of capitalized terms not otherwise defined herein, and for all other pertinent purposes.

CREDIT FACILITY. This Note evidences the Draws from time to time made by Lender in accordance with the terms and conditions of the Loan Agreement. After the Funding Period, Lender will have no obligation to fund any Draw under this Note. The Draws under this Note may be requested in accordance with the terms of the Loan Agreement. Borrower agrees to be liable for all sums drawn in accordance with the instructions of an Authorized Individual. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender’s or Administrative Agent’s internal records, including daily computer printouts. Lender will have no obligation to fund any Draws under this Note if any conditions precedent to any such Draw are not satisfied in accordance with the Loan Agreement.

INTEREST CALCULATION. Interest on this Note shall be computed and paid in accordance with the terms specified in the Loan Agreement.

PAYMENTS. Borrower will repay the outstanding principal balance of all Draws made under this Note plus all accrued unpaid interest on the Maturity Date. In addition, Borrower will pay interest in accordance with the terms of the Loan Agreement.

PREPAYMENT. Borrower may, or, pursuant to the terms of the Loan Agreement, may be required to, prepay this Note in whole or in part, in each case in accordance with the provisions of the Loan Agreement.

DEFAULTS AND RIGHTS OF LENDER. Should any Event of Default or Termination Event occur, Lender, through the Administrative Agent or Collateral Agent, shall be entitled to exercise its rights under this Note, the Loan Agreement and the other Loan Documents.

INTEREST AFTER DEFAULT. After the occurrence and continuance of an Event of Default, at the option of Administrative Agent by written notice to Borrower, the outstanding and unpaid principal balance under the Note shall bear interest at the Post-Default Interest Rate.

GOVERNING LAW. Borrower agrees that this Note and the line of credit evidenced hereby shall be governed under the laws of the State of New York (without regard to any principles of law that would require the application of the laws of another state).

WAIVERS. Demand, presentment, protest and notice of nonpayment and protest are hereby waived by Borrower to the extent permitted by applicable law.

SUCCESSORS AND ASSIGNS LIABLE. The obligations and agreements of Borrower under this Note shall be binding upon the successors and assigns of Borrower. The rights and remedies granted to Lender under this Note shall inure to the benefit of the successors and assigns of Lender, as well as to any subsequent holder or holders of this Note, in each case to the extent any such successor, assignee or holder acquired this Note in accordance with the terms of the Loan Agreement.

CAPTION HEADINGS. Caption headings of the sections of this Note are for convenience purposes only and are not to be used to interpret or to define their provisions. In this Note, whenever the context so requires, the singular includes the plural and the plural also includes the singular.

SEVERABILITY. If any provision of this Note is held to be invalid, illegal or unenforceable by any court, that provision shall be deleted from this Note and the balance of this Note shall be interpreted as if the deleted provision never existed.

WAIVER OF JURY TRIAL. BORROWER HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS NOTE OR ANY OF THE OTHER LOAN DOCUMENTS OR IN ANY WAY CONNECTED WITH, OR RELATED OR INCIDENTAL TO, THE DEALINGS OF BORROWER, LENDER OR OTHERS WITH RESPECT TO THE LINE OF CREDIT EVIDENCED BY THIS NOTE OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE.

CONFLICT. To the extent there are any inconsistencies between this Note and the Loan Agreement, the Loan Agreement shall govern.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE.

BORROWER:

PERSONAL ENERGY FINANCE, INC.

By: _____

Name:

Title:

RENOVATE AMERICA, INC.

By: _____

Name:

Title:

EXHIBIT B

FORM OF FUNDING REQUEST AND COMPLIANCE CERTIFICATE

Date: ____, 202__

To: Finance of America Mortgage LLC, as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Loan and Security Agreement, dated as of December 21, 2020 (the "Loan Agreement"), by and among Personal Energy Finance, Inc., a Delaware corporation, and Renovate America, Inc., a Delaware corporation (collectively, the "Borrower"), Finance of America Mortgage LLC, a Delaware limited liability company ("FAM"), as collateral agent and administrative agent for the Lenders and as initial lender and each other Lender party hereto from time to time.

FUNDING REQUEST

The undersigned, as an Authorized Individual, hereby requests a Draw:

1. On [_____], 202[] (a Business Day); and
2. In the aggregate amount of \$_____ (the "Draw Amount").

The Borrower directs that the proceeds of the Draw be disbursed to the Program Funding Account.

The Borrower hereby represents and warrants that the conditions specified in Article IV of the Agreement have been satisfied on and as of the date hereof and will remain satisfied on the date of the requested Draw.

COMPLIANCE CERTIFICATE

This certification (this "Compliance Certificate") is delivered to you pursuant to Section 2.1(b) and Section 6.7 of the Agreement.

The undersigned, [_____], the [_____] of the Borrower, HEREBY CERTIFIES THAT:

1. The Borrower is in compliance with all terms and conditions of the Agreement.
2. The representations and warranties of the Borrower contained in the Agreement and the Loan Documents are correct in all material respects on and as of the date of this certificate, as though made on and as of the date of the Agreement.
3. The Stalking Horse APA and FAM Loan Purchase Agreement remains in full force and effect. No Event of Default or Termination Event under this Agreement, any Loan Document, the Stalking Horse APA, or the FAM Loan Purchase Agreement.

4. The Borrower is not party to any material pending litigation, other than as previously disclosed in writing to the Administrative Agent.
5. No Material Adverse Effect has occurred under the Agreement or the other Loan Documents other than those occurrences that are customarily a result of events and circumstances leading up to and following the filing of the Bankruptcy Cases.
6. No order has been entered reversing, amending, staying, vacating, terminating, or otherwise modifying the Interim Order or the Final Order, as applicable, in any manner adverse to the Secured Parties without the consent of the Secured Parties.
7. [Insert in connection with Draws requested of Lenders after entry of the Bid Procedures Order and/or FAM LPA Approval Order: No order has been entered reversing, amending, staying, vacating, terminating, or otherwise modifying the Bid Procedures Order and/or the FAM LPA Approval Order in any way that is adverse to the interests of FAM without the consent of FAM].
8. Except with respect to Draws to be made during the extended Funding Period described in Section 2.1(f), the Borrower has not entered into any arrangement to sell all or a material portion of the Purchased Assets of the Borrower (other than the Stalking Horse APA).
9. The Borrower has not entered into any arrangement or to sell any Contracts (other than pursuant to an Approved Takeout).
10. The computations of Maximum Loan Amount (including the Borrowing Base) and Outstanding Principal Balance (giving effect to any previously requested Draws that have not yet been funded) attached hereto as Annex I are true and correct.

IN WITNESS WHEREOF, I have subscribed my name as an Authorized Individual of the Company as of this [___] day of [_____], 202[___].

BORROWER:

<p>RENOVATE AMERICA, INC.</p> <p>By: _____ Name: _____ Title: _____</p>	<p>PERSONAL ENERGY FINANCE, INC.</p> <p>By: _____ Name: _____ Title: _____</p>
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EXHIBIT C

FORM OF LENDER ASSIGNMENT AGREEMENT

LENDER ASSIGNMENT AND ACCEPTANCE AGREEMENT

THIS LENDER ASSIGNMENT AND ACCEPTANCE AGREEMENT (this "Assignment Agreement") is entered into as of the ____ day of _____, 202____, by and between _____ ("Assignor") and _____ ("Assignee").

PRELIMINARY STATEMENTS

A. This Assignment Agreement is being executed and delivered in accordance with Section 9.4 of that certain Loan and Security Agreement, dated as of December 21, 2020 (the "Loan Agreement"), by and among Personal Energy Finance, Inc., a Delaware corporation, and Renovate America, Inc., a Delaware corporation (collectively, the "Borrower"), Finance of America Mortgage LLC, a Delaware limited liability company ("FAM"), as collateral agent and administrative agent for the Lenders and as initial lender and each other Lender party hereto from time to time. Capitalized terms used and not otherwise defined herein are used with the meanings set forth or incorporated by reference in the Loan Agreement.

B. Assignor is a Lender party to the Loan Agreement, and Assignee wishes to become a Lender thereunder; and

C. Assignor is selling and assigning to Assignee an interest in amount described on Schedule I hereto (the "Transferred Percentage") in all of Assignor's rights and obligations under the Loan Agreement and the other Loan Documents, including, without limitation, Assignor's pro rata share of the Program Amount (including both the Committed Amount and the Uncommitted Amount) and (if applicable) Assignor's Draws as set forth herein.

AGREEMENT

The parties hereto hereby agree as follows:

1. The sale, transfer and assignment effected by this Assignment Agreement shall become effective (the "Effective Date") two (2) Business Days following the date on which a notice substantially in the form of Schedule II to this Assignment Agreement ("Effective Notice") is delivered by Assignor to the Administrative Agent and the Assignee. From and after the Effective Date, Assignee shall be a Lender party to the Loan Agreement for all purposes thereof as if Assignee were an original party thereto and Assignee agrees to be bound by all of the terms and provisions contained therein.

2. If Assignor has no outstanding principal under the Loan Agreement, on the Effective Date, Assignor shall be deemed to have hereby transferred and assigned to Assignee, without recourse, representation or warranty (except as provided in paragraph 6 below), and the Assignee shall be deemed to have hereby irrevocably taken, received and assumed from Assignor, the Transferred Percentage of Assignor's pro rata share of the Program Amount and all rights and obligations associated therewith under the terms of the Loan Agreement and the other Loan

Documents, including, without limitation, the Transferred Percentage of Assignor's future funding obligations under the Loan Agreement.

3. If Assignor has any outstanding principal under the Loan Agreement, at or before 12:00 noon, New York, New York time, on the Effective Date Assignee shall pay to Assignor, in immediately available funds, an amount equal to the sum of (i) the Transferred Percentage of the outstanding principal of Assignor's Draws (such amount, being hereinafter referred to as the "Assignee's Principal"); (ii) all accrued but unpaid (whether or not then due) Interest attributable to Assignee's Draws; and (iii) accruing but unpaid fees and other costs and expenses payable in respect of Assignee's Draws for the period commencing upon each date such unpaid amounts commence accruing, to and including the Effective Date (the "Assignee's Acquisition Cost"); whereupon, Assignor shall be deemed to have sold, transferred and assigned to Assignee, without recourse, representation or warranty (except as provided in paragraph 6 below), and Assignee shall be deemed to have hereby irrevocably taken, received and assumed from Assignor, the Transferred Percentage of Assignor's pro rata share of the Program Amount, Draws (if applicable) and all related rights and obligations under the Loan Agreement and the other Loan Documents, including, without limitation, the Transferred Percentage of Assignor's future funding obligations under the Loan Agreement.

4. Concurrently with the execution and delivery hereof, Assignor will provide to Assignee copies of all documents requested by Assignee which were delivered to Assignor pursuant to the Loan Agreement.

5. Each of the parties to this Assignment Agreement agrees that at any time and from time to time upon the written request of any other party, it will execute and deliver such further documents and do such further acts and things as such other party may reasonably request in order to effect the purposes of this Assignment Agreement.

6. By executing and delivering this Assignment Agreement, Assignor and Assignee confirm to and agree with each other, the Administrative Agent, the Collateral Agent and the Lenders as follows: (a) other than the representation and warranty that it has not created any adverse claim upon any interest being transferred hereunder, Assignor makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made by any other Person in or in connection with any of the Loan Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of Assignee, the Loan Agreement or any other instrument or document furnished pursuant thereto or the perfection, priority, condition, value or sufficiency of any Collateral; (b) Assignor makes no representation or warranty and assumes no responsibility with respect to the financial condition of Borrower or any Affiliate of Borrower or the performance or observance by Borrower or any Affiliate of Borrower of any of their respective obligations under the Loan Documents or any other instrument or document furnished pursuant thereto or in connection therewith; (c) Assignee confirms that it has received a copy of each of the Loan Documents, and other documents and information as it has requested and deemed appropriate to make its own credit analysis and decision to enter into this Assignment Agreement; (d) Assignee will, independently and without reliance upon the Administrative Agent, the Collateral Agent, the Borrower or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents; (e)

Assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under the Loan Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto; and (f) Assignee agrees that it will perform in accordance with their terms all of the obligations which, by the terms of the Loan Documents, are required to be performed by it as a Lender or, when applicable, as a Lender.

7. Each party hereto represents and warrants to and agrees with the Administrative Agent that it is aware of, has complied with and will comply with the provisions of the Loan Agreement, including without limitation, the payment of the assignment processing fee of \$3,500.00 to Administrative Agent (except that such fee shall not be due in connection with an assignment to one or more Affiliates of Assignor).

8. Schedule I hereto sets forth the revised pro rata share of the Program Amount of Assignor and the pro rata share of the Program Amount of Assignee, as well as administrative information with respect to Assignee.

9. THIS ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed by their respective duly authorized officers of the date hereof.

[ASSIGNOR]

By: _____
Title:

[ASSIGNEE]

By: _____
Title:

SCHEDULE I TO ASSIGNMENT AGREEMENT

**LIST OF LENDING OFFICES, ADDRESSES
FOR NOTICES AND PRO RATA SHARE AMOUNTS**

Date: _____, _____

Transferred Percentage: _____%

	A-1	A-2	B-1	B-2
Assignor	Pro Rata Share of the Program Amount (prior to giving effect to the Assignment Agreement)	Pro Rata Share of the Program Amount (after giving effect to the Assignment Agreement)	Outstanding principal (if any)	Pro Rata Share of Outstanding principal

	A-1	A-2	B-1	B-2
Assignee	Pro Rata Share of the Program Amount (prior to giving effect to the Assignment Agreement)	Pro Rata Share of the Program Amount (after giving effect to the Assignment Agreement)	Outstanding principal (if any)	Pro Rata Share of Outstanding principal

Address for Notices

Attention:

Phone:

Fax:

SCHEDULE II TO ASSIGNMENT AGREEMENT

EFFECTIVE NOTICE

TO: _____, Assignor

TO: _____, Assignee

The undersigned, as Administrative Agent under the Loan and Security Agreement, dated as of December 21, 2020 (the "Loan Agreement"), by and among Personal Energy Finance, Inc., a Delaware corporation, and Renovate America, Inc., a Delaware corporation (collectively, the "Borrower"), Finance of America Mortgage LLC, a Delaware limited liability company ("FAM"), as collateral agent and administrative agent for the Lenders and as initial lender and each other Lender party hereto from time to time, hereby acknowledges receipt of executed counterparts of a completed Lender Assignment and Acceptance Agreement dated as of _____, 202__ ("Assignment Agreement") between _____, as Assignor, and _____, as Assignee and attached hereto as Exhibit A and receipt of the assignment processing fee of \$3,500.00. Terms defined in such Assignment Agreement are used herein as therein defined.

1. Pursuant to such Assignment Agreement, you are advised that the Effective Date will be _____, _____.

[2. Pursuant to such Assignment Agreement, the Assignee is required to pay \$_____ to Assignor at or before 12:00 noon (New York, New York time) on the Effective Date in immediately available funds.]

Very truly yours,

FINANCE OF AMERICA MORTGAGE LLC, as
Administrative Agent

By: _____
Title: _____

EXHIBIT D
DIP BUDGET

EXHIBIT E

PROGRAM FUNDING ACCOUNT

ABA NUMBER: 026 009 593
BANK NAME: BANK OF AMERICA MERRILL LYNCH
ACCOUNT NAME: PERSONAL ENERGY FINANCE INC.
ACCOUNT NUMBER: 001453435475

DEPOSIT ACCOUNT

BANK NAME: Texas Capital Bank, 2350 Lakeside BLVD Suite 800, Richardson, TX 75082
ACCOUNT NAME:: FINANCE OF AMERICA MORTGAGE LLC, GENERAL ACCOUNT
ABA NUMBER: 111017979
ACCOUNT NUMBER: 2111042988

EXHIBIT F

FORM OF SOURCES AND USES STATEMENT

Transaction Summary - xxxxxxxx xx, 202x Sale

Current Balance	\$0.00	FAM Summary	
Purchase Price	\$0.0000	\$0.00	Prin
Proceeds (Before Accrued)	\$0.00	\$0.00	Int
Accrued Interest	\$0.00	\$0.00	Total
Proceeds (Including Accrued)	\$0.00	\$0.00	On Line Being Sold
Funds to Ameris reserve account	\$0.00	\$0.00	On Line Being Repurchased
FAM Line Payoff	\$0.00	\$0.00	Total on Line
Net to PEFI	\$0.00		

EXHIBIT H – FICO CONVERSION

REDACTED

**FIRST AMENDMENT TO
ASSET PURCHASE AGREEMENT**

This **FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT** (this "Amendment") dated as of December 24, 2020, is made to the Asset Purchase Agreement (the "Agreement"), dated as of December 21, 2020, by and among Renovate America, Inc., a Delaware corporation ("RAI"), and Personal Energy Finance, Inc., a Delaware corporation ("PEFI", a wholly owned subsidiary of RAI, and collectively referred to herein with RAI as the "Seller") and Finance of America Mortgage LLC, a Delaware limited liability company (the "Buyer"). All capitalized terms used but not defined herein shall have the meaning ascribed to such term in the Agreement.

A. On December 21, 2020, the Seller and Buyer entered into the Agreement.

B. Pursuant to Section 9.5 of the Agreement, the Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the Parties.

C. The Parties desire to amend the Agreement by this Amendment solely for the purposes of extending the milestone for entry of the Bidding Procedures Order.

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

1. Amendment to Exhibit F of the Agreement. Exhibit F to the Agreement is hereby amended and restated in its entirety by Annex A to this Amendment.

2. Full Force and Effect. Except as expressly modified by this Amendment, all of the terms, covenants, agreements, conditions and other provisions of the Agreement shall remain in full force and effect in accordance with their respective terms. As used in the Agreement, the terms "this Agreement", "herein", "hereinafter", "hereunder", "hereto" and words of similar import shall mean and refer to, from and after the date hereof, unless the context otherwise requires, the Agreement as amended by this Amendment.

3. Miscellaneous. Article IX of the Agreement shall apply, *mutatis mutandis*, to the terms of this Amendment and is hereby incorporated by reference.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the day and year first above written.

SELLER:

RENOVATE AMERICA, INC.

By: Shawn W. Stone
Name: Shawn Stone
Its: Chief Executive Officer

PERSONAL ENERGY FINANCE, INC.

By: Shawn W. Stone
Name: Shawn Stone
Its: Chief Executive Officer

BUYER:

FINANCE of AMERICA MORTGAGE LLC

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the day and year first above written.

SELLER:

RENOVATE AMERICA, INC.

By: _____
Name: _____
Its: _____

PERSONAL ENERGY FINANCE, INC.

By: _____
Name: _____
Its: _____

BUYER:

FINANCE of AMERICA MORTGAGE LLC

DocuSigned by:
Graham Fleming
By: _____
Name: Graham Fleming
Its: Chief Administrative Officer

Annex A

See attached.

Exhibit F**Bankruptcy Milestones**

EVENT	DATE
Motion filed for Sale & Bidding Procedures	One (1) business day after the commencement of the chapter 11 cases (the "Sale Motion Date")
Entry of Bid Procedures Order	January 8, 2021
Sale Objection Deadline	35 days after entry of the Bid Procedures Order
Assumption/Assignment and Cure Objection Deadline	35 days after entry of the Bid Procedures Order
Bid Deadline	35 days after entry of the Bid Procedures Order
Auction (if necessary)	40 days after entry of the Bid Procedures Order
Notice of Successful Bidder	One (1) business day after conclusion of Auction (if necessary)
Supplemental Adequate Assurance Objection Deadline; Deadline to object to (i) conduct of the Auction, and (ii) the proposed Sale Transaction if the Successful Bidder is not the Stalking Horse Purchaser.	45 days after entry of the Bid Procedures Order
Entry of Approval Order	50 days after entry of the Bid Procedures Order
Deadline to Close Sale	On or before 15 days after entry of the Approval Order
Transferred Contract Designation Deadline	30 days after closing of the Sale Transaction

**SECOND AMENDMENT TO
ASSET PURCHASE AGREEMENT**

This **SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT** (this "Amendment") dated as of January 19, 2021, is made to the Asset Purchase Agreement (including all amendments thereto, the "Agreement"), dated as of December 21, 2020, by and among Renovate America, Inc., a Delaware corporation ("RAI"), and Personal Energy Finance, Inc., a Delaware corporation ("PEFI"), a wholly owned subsidiary of RAI, and collectively referred to herein with RAI as the "Seller") and Finance of America Mortgage LLC, a Delaware limited liability company (the "Buyer"). All capitalized terms used but not defined herein shall have the meaning ascribed to such term in the Agreement.

A. On December 21, 2020, the Seller and Buyer entered into the Agreement and on December 24, 2020, the Seller and Buyer entered into the First Amendment to the Agreement.

B. Pursuant to Section 9.5 of the Agreement, the Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the Parties.

C. The Parties desire to amend the Agreement by this Amendment solely for the purposes of extending certain Milestones.

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

1. Amendment to Exhibit F of the Agreement. Exhibit F to the Agreement is hereby amended and restated in its entirety by Annex A to this Amendment.

2. Full Force and Effect. Except as expressly modified by this Amendment, all of the terms, covenants, agreements, conditions and other provisions of the Agreement shall remain in full force and effect in accordance with their respective terms. As used in the Agreement, the terms "this Agreement", "herein", "hereinafter", "hereunder", "hereto" and words of similar import shall mean and refer to, from and after the date hereof, unless the context otherwise requires, the Agreement as amended by this Amendment.


3. Miscellaneous. Article IX of the Agreement shall apply, *mutatis mutandis*, to the terms of this Amendment and is hereby incorporated by reference.

[Signature pages follow]


IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the day and year first above written.

SELLER:

RENOVATE AMERICA, INC.

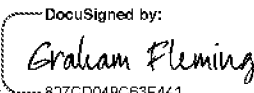
By: 
Name: Christopher Powell
Its: Chief Financial Officer

PERSONAL ENERGY FINANCE, INC.

By: 
Name: Christopher Powell
Its: Chief Financial Officer

BUYER:

FINANCE of AMERICA MORTGAGE LLC

By: 
Name: Graham Fleming
Its: Chief Administrative Officer

Annex A

See attached.

Exhibit F**Bankruptcy Milestones**

EVENT	DATE
Motion filed for Sale & Bidding Procedures	One (1) business day after the commencement of the chapter 11 cases (the "Sale Motion Date")
Entry of Bid Procedures Order	January 8, 2021
Sale Objection Deadline	February 23, 2021 at 5:00 p.m. (ET)
Assumption/Assignment and Cure Objection Deadline	February 23, 2021 at 5:00 p.m. (ET)
Bid Deadline	February 23, 2021 at 8:00 p.m. (ET)
Deadline to Object to Sale (for all objections other than those stemming from the conduct of the Auction or the identity of the Successful Bidder (if different than the Stalking Horse Purchaser))	February 23, 2021 at 5:00 p.m. (ET)
Contract Objection Deadline	February 23, 2021 at 5:00 p.m. (ET)
Selection of Qualified Bids	As promptly as practicable after a Potential Bidder delivers an executed Non-Disclosure Agreement and submits a Written Offer, and in any event not later than 3:00 p.m. (prevailing Eastern Time) one (1) business day preceding the Auction.
Auction (virtually, if necessary)	February 26, 2021 at 1:00 p.m. (ET)
Deadline to File Notice Designating Successful Bidder	One (1) business day after conclusion of Auction (if necessary)
Supplemental Deadline to Object to Adequate Assurance of Future Performance if Successful Bidder is different than the Stalking Horse Purchaser	March 1, 2021 at 4:00 p.m. (ET)
Deadline to Object to the Sale solely based on the (a) conduct of the Auction or (b) identity of the Successful Bidder (if different than the Stalking Horse Purchaser)	March 1, 2021 at 4:00 p.m. (ET)
Entry of Approval Order	March 3, 2021
Deadline to Close Sale	On or before 15 days after entry of the Approval Order
Transferred Contract Designation Deadline	30 days after closing of the Sale

**THIRD AMENDMENT TO
ASSET PURCHASE AGREEMENT**

This **THIRD AMENDMENT TO ASSET PURCHASE AGREEMENT** (this "Amendment") dated as of March 9, 2021, is made to the Asset Purchase Agreement (including all amendments thereto, the "Agreement"), dated as of December 21, 2020, by and among Renovate America, Inc., a Delaware corporation ("RAI"), and Personal Energy Finance, Inc., a Delaware corporation ("PEFI"), a wholly owned subsidiary of RAI, and collectively referred to herein with RAI as the "Seller") and Finance of America Mortgage LLC, a Delaware limited liability company (the "Buyer"). All capitalized terms used but not defined herein shall have the meaning ascribed to such term in the Agreement.

A. On December 21, 2020, the Seller and Buyer entered into the Agreement, on December 24, 2020, the Seller and Buyer entered into the First Amendment to the Agreement and on January 19, 2021, the Seller and Buyer entered into the Second Amendment to the Agreement.

B. Pursuant to Section 9.5 of the Agreement, the Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the Parties.

C. The Parties desire to amend the Agreement by this Amendment for the purpose of embodying the agreements reached between the Buyer and the Official Committee of Unsecured Creditors (the "Committee") and the Seller in connection with the resolution of the Committee's objection to the transactions contemplated by the Agreement.

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

I. Amendments.

- a. The definition of "Purchased Assets" in Section 1.1 is hereby amended and restated in its entirety as follows: "Purchased Assets" means only the following assets: (i) all Assumed Contracts, (ii) all Transferred Intellectual Property, (iii) all Avoidance Actions against (a) any employees of the Seller who received payments under the Seller's insider 2020/2021 Retention Bonus plan, including without limitation all Identified Employees who become New Buyer Employees pursuant to Section 6.13(b) hereof ("FAM Identified Employees"), and (b) any of Seller's ordinary course vendors or contract counterparties that are related in any way to the Purchased Assets, the Assumed Contracts or the Assumed Liabilities, (iv) the Purchased Loans, (v) the Additional D&O Claims, if any, and (vi) any and all derivative and other claims and causes of action against Tom Cavallo in his capacity as a director and officer of Seller, and (vii) those other specific assets identified on Schedule 1.1(c). Any direct or derivative claim or cause of action against any director or officer of the Seller that is not expressly included in clauses (iii), (v), (vi), or (vii) of the foregoing sentence shall constitute an Excluded Asset."
- b. "Additional D&O Claims" shall be included in Section 1.1 as a defined term as follows: "Additional D&O Claims" means all claims and causes of action against Shawn Stone, Michael Mildemberger and Michael Antonishak in their respective capacities as directors and/or officers of Seller, but only to the extent that, (i) such claims and causes of action are not covered by any applicable insurance policies, or (ii) the amount of such a claim or cause of action exceeds the available coverage under any applicable insurance policies for any reason.

- c. Section 2.5(a) is hereby amended and restated in its entirety as follows: (a) The aggregate consideration for the Purchased Assets shall be an amount equal to the following (collectively, the "Purchase Price"): (i) Buyer's assumption of the Assumed Liabilities, and (ii) \$5,350,000.00 plus the Loan Purchase Price plus the Contract Prepayment Amount (the "Cash Consideration"). Buyer shall be permitted to credit bid against the Purchase Price all or a portion of the unpaid obligations of Seller to Buyer under the FAM DIP Credit Agreement as of Closing, if any, together with accrued but unpaid fees and interest, calculated in accordance with the FAM DIP Credit Agreement as of two Business Days before Closing (the "DIP Payoff Amount").
- d. A new Section 6.15 is hereby added to the Agreement, as follows:

6.15 Treatment of Certain Claims and Actions. At the conclusion of the term of the Transition Services Agreement, the Buyer will provide a specific release of Avoidance Actions to each Employee who received payments under the Seller's insider 2020/2021 Retention Bonus plan, but is not a FAM Identified Employee, only if such Employee remains employed by the Sellers throughout the term of the Transition Services Agreement and reasonably performs his or her duties under the Transition Services Agreement throughout the term of the Transition Services Agreement.

- e. Exhibit F to the Agreement is hereby amended and restated in its entirety by Annex A to this Amendment.

2. Full Force and Effect. Except as expressly modified by this Amendment, all of the terms, covenants, agreements, conditions and other provisions of the Agreement shall remain in full force and effect in accordance with their respective terms. As used in the Agreement, the terms "this Agreement", "herein", "hereinafter", "hereunder", "hereto" and words of similar import shall mean and refer to, from and after the date hereof, unless the context otherwise requires, the Agreement as amended by this Amendment.

3. Miscellaneous. Article IX of the Agreement shall apply, *mutatis mutandis*, to the terms of this Amendment and is hereby incorporated by reference.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to Asset Purchase Agreement to be executed as of the day and year first above written.

SELLER:

RENOVATE AMERICA, INC.

By: Shawn D. Stone
Name: Shawn Stone
Its: Chief Executive Officer

PERSONAL ENERGY FINANCE, INC.

By: Shawn D. Stone
Name: Shawn Stone
Its: Chief Executive Officer

BUYER:

FINANCE of AMERICA MORTGAGE LLC

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to Asset Purchase Agreement to be executed as of the day and year first above written.

SELLER:

RENOVATE AMERICA, INC.

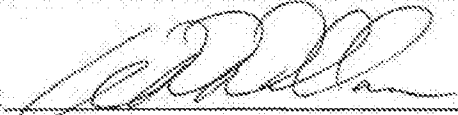
By: _____
Name: _____
Its: _____

PERSONAL ENERGY FINANCE, INC.

By: _____
Name: _____
Its: _____

BUYER:

FINANCE of AMERICA MORTGAGE LLC

By:  _____
Name: William Dallas
Its: President

Annex A

See attached.

Exhibit F**Bankruptcy Milestones**

EVENT	DATE
Motion filed for Sale & Bidding Procedures	One (1) business day after the commencement of the chapter 11 cases (the "Sale Motion Date")
Entry of Bid Procedures Order	January 8, 2021
Sale Objection Deadline	February 23, 2021 at 5:00 p.m. (ET)
Assumption/Assignment and Cure Objection Deadline	February 23, 2021 at 5:00 p.m. (ET)
Bid Deadline	February 23, 2021 at 8:00 p.m. (ET)
Deadline to Object to Sale (for all objections other than those stemming from the conduct of the Auction or the identity of the Successful Bidder (if different than the Stalking Horse Purchaser))	February 23, 2021 at 5:00 p.m. (ET)
Contract Objection Deadline	February 23, 2021 at 5:00 p.m. (ET)
Selection of Qualified Bids	As promptly as practicable after a Potential Bidder delivers an executed Non-Disclosure Agreement and submits a Written Offer, and in any event not later than 3:00 p.m. (prevailing Eastern Time) one (1) business day preceding the Auction.
Auction (virtually, if necessary)	February 26, 2021 at 1:00 p.m. (ET)
Deadline to File Notice Designating Successful Bidder	One (1) business day after conclusion of Auction (if necessary)
Supplemental Deadline to Object to Adequate Assurance of Future Performance if Successful Bidder is different than the Stalking Horse Purchaser	March 1, 2021 at 4:00 p.m. (ET)
Deadline to Object to the Sale solely based on the (a) conduct of the Auction or (b) identity of the Successful Bidder (if different than the Stalking Horse Purchaser)	March 1, 2021 at 4:00 p.m. (ET)
Entry of Approval Order	March 10, 2021
Deadline to Close Sale	On or before 15 days after entry of the Approval Order
Transferred Contract Designation Deadline	30 days after closing of the Sale

Dated: March 10th, 2021
Wilmington, Delaware


LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE