



DO-IT-NOW
PAYMENT PLAN



Dear Contractor:

Thank you for your interest in "The Unilock Do-It-Now Payment Plan", the easiest program you will ever use to help you grow your business and improve cash flow. It is designed to generate more leads, close more sales, close them faster and with higher average contract amounts.

Contractors who consistently use The Unilock Do-it-Now Payment Plan as a sale closing tool, will experience much higher closing rates and higher average job size than those who use it occasionally.

The loans are unsecured and include Same as Cash, Zero Interest or Reduced Interest loan options. Over 90% of customers that finance projects actually go through with the job, meaning you'll get the bid and you'll get paid!

In addition to the other documents you have in the Application Package we also need you to provide copies of the following:

1. Contractor Registration #
2. Proof of General Liability and Worker's Compensation
3. Voided Check

If you have any questions about the program or the documents please reach out to the contact over your region:

Chicago: Lisa Lawyer / Lisa.Lawyer@unilock.com

Our goal is to have you up and running in the program in just a few days. We are looking forward to having you join The Unilock Do-it-Now Payment Plan and watching your sales grow!

Sincerely,

Laura Panetta – Director, Residential Marketing

Funding is provided through Regions



Contact Information

For The Do It Now Payment Options Program

Company Legal Name: _____

Company DBA Name (If Applicable): _____

Company Address: _____

City: _____ State: _____ Zip: _____

Owner's Name: _____

Owner's Phone: _____

Owner's Email: _____

Partner Portal Administrator Name*: _____

**(This is the person controlling access to the Partner Portal. The Portal will allow customer data as well as company reports to be accessed. Provide one name only. You will be able to add up to 4 additional users after setup. All personnel accessing this Portal should have authority to do so and confidentiality will be extremely important.)*

Partner Portal Administrator Phone: _____

Partner Portal Administrator Email: _____

By submitting this application, I certify that the information in this application, whether provided by me or my representative(s), is truthful and accurate. I certify that I will maintain general liability insurance, workers compensation insurance and related bonding, to the extent required by the state(s) and/or municipality(ies) in which I am licensed, and for the duration of the Trade Ally Agreement (Unilock Loan Program).

Name: _____ Date: _____

Unilock Region: _____ Unilock Territory Manager: _____

Chicago: Lisa Lawyer / Lisa.Lawyer@unilock.com

**CUSTOMER LOAN PROGRAM
CONTRACTOR AGREEMENT**

This Customer Loan Program Contractor Agreement (this "Agreement") is made as of the _____ day of _____ 20__, between _____, a _____ ("Contractor"), and Hengestone Holdings, Inc., ("Company"):-

WHEREAS, Contractor desires to participate in a residential home improvement loan program (the "Loan Program") sponsored by Company and offered through Regions Bank d/b/a EnerBank USA ("Bank") under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the representations, agreements and covenants contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Contractor and Company agree as follows:

1. SCOPE OF PARTICIPATION

- (a) Contractor shall mention the Loan Program to all of its prospective purchasers ("Customers") of Eligible Improvements as described below.
- (b) Only improvements authorized by Company are eligible to be financed ("Eligible Improvements"). The list of Eligible Improvements will be provided by Company and may be revised by Company from time to time with notice to Contractor.
- (c) Under no circumstances may Contractor permit a third party, including any affiliate of Contractor, to use the Loan Program using Contractor's name and/or Contractor's Bank contractor number. Any such use or attempted use of the Loan Program by a third party may result in the immediate termination of Contractor from the Loan Program.

2. CONTRACTOR RESPONSIBILITIES

- (a) Complete the training provided by Bank related to the Loan Program prior to utilizing the Loan Program, and comply with the rules and regulations set forth any training materials provided by Bank.
- (b) Ensure all of Contractor's employees are advised of the requirements related to offering the Loan Program to Customers.
- (c) Do not disseminate any public statements, notices, advertisements, circulars and other marketing materials relating to any part of this Agreement or the Loan Program ("Marketing Materials") other than those provided or approved by Company and, if requested by Bank, (i) promptly provide to Bank copies of all Marketing Materials, including, without limitation, such materials used in print, on-line, social media, television and radio media, and (ii) make any required modifications to the Marketing Materials within a reasonable time after notification by Bank of the need to make any such modification.

- (d) Treat any information related to Customer's loan under the Loan Program (a "Loan") as confidential and refrain from disclosing it to any third party.
- (e) Refrain from discussing with any Customer their likelihood of Loan approval.
- (f) Refrain from taking any Loan application information from a Customer or pulling any credit reports on a Customer prior to the time that the Customer has been declined for a Loan by Bank.
- (g) Do not directly charge any Customer a fee related to a Loan. Contractor is also not permitted to offer or provide cash discounts such as offering a lower price for a project that is not financed under the Program than the price for the same project that is financed under the Program.
- (h) Do not make a funding request unless entitled to do so under your contract with the Customer.
- (i) Comply with all applicable laws and regulations related to the solicitation and sale of goods and services to Customers.
- (j) Maintain valid and up to date state required licenses, permits, approvals, orders and other authorizations associated with the sale and installation of the goods and services provided to its Customers ("State Licenses") for each state in which its Customers reside and, at Bank's request, provide to Bank copies of each such State Licenses.
- (k) Ensure that any subcontractor working on a project funded in whole or part by a Loan is properly licensed.
- (l) Verify the identity of all Customers prior to requesting funding under any Loan.
- (m) Do not offer a lower price for a project that is not financed under the Loan Program than the price for the same project that is financed under the Loan Program.

3. LOAN PROGRAM

- (a) Company and Bank shall establish from time-to-time the types of Loans to be available under the Loan Program. A complete description of each such Loan will be made available by Bank via its secure website or other secure method as determined by Bank from time to time.
- (b) Bank will make available a loan code for each available Loan via its secure website or other secure method as determined by Bank from time to time. The appropriate loan code must be provided by Customer during the application process in order to be eligible for the applicable Loan.
- (c) No Loan shall exceed 100% of the cost to the Customer of the equipment, home improvements and/or systems, and any related pre-paid warranty or service agreement, being provided by Contractor, together with related costs of installation.
- (d) A lump sum, non-refundable fee may be charged to Contractor by Bank on any Loan closed except that such fee may be charged on each advance closed under any Loan that has multiple disbursements. Approximately five (5) calendar days before the end of each month, Bank will update via its secure website or other secure method as determined by Bank from time to time the amount of the fee for each available Loan type to be in effect for such Loans where the applicable Loan application is submitted during the next calendar month. The fee is due and payable by

Contractor to Bank on the date the Loan closes (or the date any advance closes under a multi-disbursement Loan) according to the instructions set forth in the Fee Payment Authorization Form (annexed hereto as Attachment A) executed by Contractor in connection with this Agreement.

- (e) At the Company's request, Bank will provide via a secure website or by other secure means as determined by Bank from time to time, information about the Loan Program to Contractor (including Contractor's employees and agents authorized by Contractor to access or receive such information). Such information shall include information deemed relevant by Bank ("Loan Information"). Contractor agrees that it and its employees and agents shall (i) keep all information provided by Bank about Customers (including but not limited to the fact that a Customer applied for a Loan) confidential, (ii) not directly or indirectly provide access to, trade, give away, barter, lend, send, sell or otherwise disclose such information to any third party, (iii) not use any information provided by Bank about Customers (including but not limited to the fact that a Customer applied for a Loan) for any purpose not directly related to the Loan Program, and (iv) comply with the terms of use of Bank's secure website.
- (f) Contractor acknowledges that Loans are subject to the Trade Regulation Rule Concerning Preservation of Consumers' Claims and Defenses (Holder in Due Course Rule), 16 CFR Part 433 ("Holder in Due Course Rule"). The Holder in Due Course Rule requires that the following language be included in all Loan documents:

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Consequently, Customers have the right to assert the same legal claims and defenses against Bank and any third-party lenders that may have originated a Loan ("Third-Party Lender"), and its and their assigns, as they could assert against Contractor. If a Customer notifies Bank or any Third-Party Lender that he/she/they have a complaint against Contractor, Bank, Company and Contractor will work together to attempt to resolve the complaint to the Customer's reasonable satisfaction. If such complaint is not resolved to the Customer's reasonable satisfaction within a reasonable period of time and Bank, in its reasonable, good faith judgement determines that the Customer is entitled to a reduction or elimination of the amount owed under the applicable Loan and/or reimbursement of amounts paid by Customer on such Loan as compensation for his/her/their claim or defense against Contractor ("Holder Rule Loss"), Bank or Third-Party Lender may modify the applicable Loan and/or reimburse amounts paid by Customer to so compensate the Customer and Bank will thereafter invoice Contractor for the Holder Rule Loss incurred. If for any reason Contractor does not reimburse Bank for any Holder Rule Loss within thirty (30) days of billing, Company shall be obligated to pay to Bank an amount equal to the applicable Holder Rule Loss; provided, however, that Bank and Contractor may elect to enter into a payment plan on terms acceptable to Bank. Contractor agrees to indemnify and make Company whole from and against any Holder Rule Losses paid to Bank by Company.

4. TERM AND TERMINATION

Either party to this Agreement may terminate this Agreement or Contractor's participation in the Loan Program, at any time and for any reason. Bank shall also have the right to suspend or terminate Contractor's participation in the Loan Program.

5. INDEPENDENT CONTRACTOR

This Agreement does not and shall not be construed to establish a partnership, joint venture, agency relationship or other form of business association between Contractor and Company. Contractor is not an agent of Bank and shall not act as an agent of Bank. Contractor has no authority to speak or act on behalf of Bank or legally bind Bank in any way. Notwithstanding the foregoing, if any of Contractor’s Customers reside in the state of New Jersey, Contractor may perform as Bank’s agent, with respect to such New Jersey Customers, under the terms and conditions set forth in an Agency Agreement between Contractor and Bank.

6. AMENDMENT; ASSIGNMENT

The terms of this Agreement shall not be changed, superseded or supplemented, except in writing, signed by the parties hereto. This Agreement shall not be assigned without Company’s written consent. Any such attempted assignment without such consent shall be void and of no effect.

7. INDEMNITY/INSURANCE

Contractor hereby agrees to indemnify and hold Company harmless with respect to any claims, expenses (including reasonable attorneys’ fees), liability or damages arising out of (i) any representation or warranty of Contractor contained in this Agreement being false or misleading in any material respect, (ii) Contractor’s failure to comply with any of its covenants contained herein, or any applicable federal, state or local law, rule, regulation or ordinance, unless such failure was attributable to the negligence, fraud or other misconduct of Company or any of its employees and agents, or (iii) the negligence, fraud or other misconduct of Contractor, its employees and agents. The provisions of this Section 7 shall survive termination of this Agreement.

8. ENTIRE AGREEMENT; GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of Ohio, exclusive of principles of conflicts of laws. With respect to the subject matter hereof, this Agreement supersedes all previous representations, understandings and negotiations, either written or oral, and constitutes the entire agreement between the parties hereto. This Agreement is intended for the benefit of the parties hereto and does not grant any rights to any third parties unless otherwise specifically stated herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day first above written.

[CONTRACTOR]

HENGESTONE HOLDINGS, INC.

By: _____

By: _____

Name: _____

Name: Lisa Lawyer - Unilock

Title: _____

Chicago

EXHIBIT A

Eligible Improvement List

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- Pavers, walls and patio products of the Unilock Brand
- Landscaping: plants, trees, shrubs, sod, soil, gravel
- Irrigation systems
- Lighting
- Pergolas
- Fire pits
- Fireplaces
- Pizza ovens
- Pillars & Lamp posts
- Outdoor kitchen and appliances
- Pools with Unilock branded pool decks

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As of the date of the Agreement, subject to revision by Company.

Attachment A - Fee Payment Authorization Form

I. Loan Program. The undersigned _____ (“Contractor”) has been authorized by Hengestone Holdings, Inc. (“Sponsor”) to participate in a loan program (“Loan Program”) through EnerBank USA (“Bank”) pursuant to which certain customers of Contractor (“Customers”) may obtain financing (“Loans”) for the goods and services provided by Contractor. Bank will provide a secure website in connection with the Loan Program. Contractor agrees to comply with the Terms of Use and all Bank rules and procedures applicable to the Bank’s secure website and the Loan Program.

II. Loan Fees. Bank will make available to Contractor via the Bank’s secure website (or other secure method as determined by EnerBank from time to time) the applicable fees (“Loan Fees”) payable to Bank by Contractor when Loans are funded. A portion of the Loan Fee may be held by Bank and used to offset uncollected principal, interest and/or fees that are charged off on any Loans (“Loan Losses”), pursuant to the charge off provisions of the Bank’s Credit Policy. Approximately five (5) calendar days before the end of each month, Bank will update via the Bank’s secure website or other secure method the amount of the Loan Fee, including portions used to offset Loan Losses. When Loans are funded, in whole or in part, pursuant to the rules of the Loan Program, Bank will pay to Contractor, on behalf of Customer, the amount of the Loan being funded (“Funded Amount”) minus applicable Loan Fees owed by Contractor to Bank (“Net Loan Proceeds”) by an ACH transfer to Contractor’s bank account specified below. Upon receipt of the Net Loan Proceeds from Bank, Contractor acknowledges that Customer has paid to Contractor the Funded Amount. Such Customer is a third party beneficiary of the foregoing acknowledgement.

III. Other Deductions. If Contractor and Bank agree that Contractor is obligated to repay certain Net Loan Proceeds paid to Contractor under the Loan Program (“Repayment Amount”), Bank may deduct from future Net Loan Proceeds an agreed upon percentage of such future Net Loan Proceeds (“Repayment Deduction”) until the Repayment Amount has been recouped. Upon receipt of any Net Loan Proceeds from Bank less any such Repayment Deduction, Contractor acknowledges that the applicable Customer has paid to Contractor the Funded Amount. Such Customer is a third party beneficiary of the foregoing acknowledgement.

Please check if the information below represents a change to information previously submitted.

Bank Name _____

ABA Routing # _____
(9 digits usually preceding your account number at the bottom of a check)

Account # _____

Account Name _____

Federal Tax ID # _____

Contractor’s Address _____

Authorized Signer Name _____
(print)

Authorized Signer Phone _____

Signature: (x) _____

Date _____

IMPORTANT: Please attach a copy of a blank check for the above referenced account