

~~After Recording Return To:~~

Hometap Equity Partners, LLC  
800 Boylston Street  
16th Floor  
Boston, MA 02199


**Recording Requested By:**

Hometap Investment Partners III SPV, LLC  
Investment No.: FL531813

**Recording Prepared By:**

Adam Jaskievic  
Hometap Equity Partners, LLC  
800 Boylston Street, 16th Floor  
Boston, MA 02199

C-FL835470

Record and Return to:   
ClearEdge Title  
2605 Enterprise Rd East Ste. 270  
Clearwater, FL 33759

[Space Above This Line For Recording Data]

**Investment Amount: \$44,991.00**

**MEMORANDUM OF OPTION PURCHASE AGREEMENT**

This Memorandum of Option Purchase Agreement (this "**Memorandum**") is entered into as of 01/25/2022 (the "**Signing Date**"), by and between Julianne B. Akyol, a single person (the "**Owner**") and Hometap Investment Partners III SPV, LLC, a Delaware limited liability company, and its successors and assigns ("**Hometap**"). The Owner and Hometap are sometimes referred to together in this Memorandum as the "**Parties**" and individually as a "**Party**". Terms not defined in this Memorandum have the meanings provided in the Hometap Option Purchase Agreement (the "**Option Agreement**").

WHEREAS, on the Signing Date, the Owner and Hometap entered into that certain unrecorded Option Agreement, which is incorporated by reference into this Memorandum as if set forth in full;

WHEREAS, pursuant to the Option Agreement, the Owner has granted and conveyed to Hometap an option (the "**Option**") to purchase an undivided percentage interest of fee simple title ownership in and to the residential real property owned by the Owner located at 8431 Northwest 173 Place, Fanning Springs, FL 32693 and further described on Exhibit A attached hereto (the "**Property**");

WHEREAS, in consideration for granting and conveying the Option, Hometap has paid to the Owner the Investment Amount;

WHEREAS, pursuant to the Option Agreement the Owner has made certain representations, warranties, covenants and promises to, and for the benefit of, Hometap regarding the Option and the Property; and

WHEREAS, the Parties have executed and recorded this Memorandum to give notice of the Option Agreement and certain rights of Hometap to the Property and certain responsibilities the Owner owes Hometap, as well as the covenants and promises of the Owner included in the Option Agreement that run with the land and will be binding on any person who acquires the Property or any interest in the Property so long as the Option Agreement has not expired or been terminated.

NOW THEREFORE, in consideration of the foregoing the Parties agree as follows:

1. Irrevocable Nature of Option. The Option is irrevocable by the Owner.
2. Option Period. The Option will commence on Effective Date and will expire on the Expiration Date, unless the Option Period has been extended in accordance with the Option Agreement.
3. Subsequent Owners. Every person who now or later owns or acquires any right, title, or interest in or to the Property is and will be conclusively deemed to have consented and agreed to every restriction, provision, covenant, right, and limitation contained in the Option Agreement and this Memorandum, whether or not such person expressly assumes such restrictions, provisions, covenants, rights, and limitations or whether or not any reference to the Option Agreement or this Memorandum is contained in the instrument conveying such interest in the Property to such person.
4. Option Covenants Run with the Land. The Option Agreement covenants are deemed to be covenants running with the land, so as to give it the broadest possible application, and include, without limitation, the following:
  - a. Restrictions on the Owner's right to transfer the Property.
  - b. Restrictions on the Owner's ability to borrow against the Property.
  - c. Restrictions of the Owner's ability to rent the Property.
  - d. Requirement that the Owner pay Hometap the Hometap Share pursuant to the terms and conditions of the Option Agreement.
  - e. Requirements that any sale of the Property conform to certain procedures set forth in the Option Agreement.
  - f. Requirements that the Owner maintain adequate insurance on the Property against certain hazards.
  - g. Requirements that the Owner keep the property free and clear of any liens or encumbrances not authorized by Hometap.
5. Governing Law. This Memorandum will be determined under, governed by, and construed in accordance with the laws of the state in which the Property is located, without regard to its conflict of law principles to the furthest extent possible.
6. Counterparts. This Memorandum may be executed in counterparts, each of which when so executed will be deemed an original, but all such counterparts will constitute one and the same agreement.

7. Termination. This Memorandum will remain in full force and effect until released by written termination or quitclaim deed executed by Hometap and notarized and recorded in the real property records where the Property is located or until extinguished by operation of law.
8. Notices. All notices or written communications required in connection with this Memorandum will be delivered in accordance with the Option Agreement and to the following addresses, unless a Party has been notified by the other Party in writing of a substitute address:

Hometap

Hometap Investment Partners III SPV, LLC  
800 Boylston Street  
16th Floor  
Boston, MA 02199  
Attention: Legal Department

Owner

Julianne B. Akyol

8431 Northwest 173 Place  
Fanning Springs, FL 32693

*[Signature Pages Follow]*

IN WITNESS WHEREOF, intending to be legally bound, the Parties have executed this Memorandum as of the Signing Date by their signatures below. This Memorandum may be executed in multiple counterparts, each of which when so executed will be deemed an original, but all such counterparts will constitute one and the same Memorandum.

**HOMETAP INVESTMENT PARTNERS III  
SPV, LLC**

By: Hometap Equity Partners, LLC,  
Its Manager

By: 

Name: Adam Jaskievic

Title: VP, Operations & Authorized Signatory

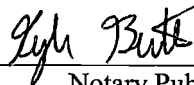
Date: 1/25/22

Acknowledgment Certificate

Commonwealth of Massachusetts

County of Suffolk

On this 25<sup>th</sup> day of January, 2022, before me, the undersigned notary public, personally appeared Adam Jaskievic, VP, Operations & Authorized Signatory (name of document signer), proved to me through satisfactory evidence of identification, which was MA Driver's License, to be the person whose name is signed on the preceding or attached document in my presence, and acknowledged to me that he signed it voluntarily for its stated purpose, as an authorized signatory for Hometap Investment Partners III SPV, LLC, a limited liability company.



Notary Public Signature

My commission expires

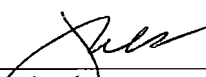


**KYLE BUTLER**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
June 9, 2028

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**IN WITNESS WHEREOF**, intending to be legally bound, the Parties have executed this Memorandum as of the Signing Date by their signatures below. This Memorandum may be executed in multiple counterparts, each of which when so executed will be deemed an original, but all such counterparts will constitute one and the same Memorandum.

**OWNER(S):**

By:   
Julianne B. Akyol

Date: 1-25-2022

Unofficial Copy

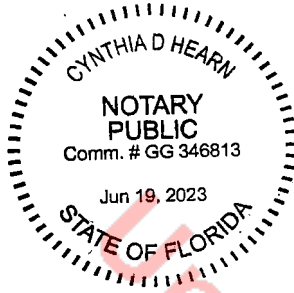
**Acknowledgment Certificate**

State of Florida

County of Levy

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online  
 notarization, this 25<sup>th</sup> day of January, 2022 by Julianne B. Akyol.

(Notary Seal)



Cynthia D. Hearn  
 Signature of Notary Public - State of Florida

Cynthia D. Hearn  
 Printed Name of Notary

Personally Known \_\_\_\_\_ OR Produced Identification X

Type of Identification Produced FL Drivers License

**Exhibit A**

Property Description

All that certain land situate in Levy County, Florida, viz:

Lot 9, Fanning Springs Wooded Estates 1st Addition, a subdivision as recorded in Plat Book 8, Page 1 of the Public Records of Levy County, Florida.

Parcel ID / APN: 1932100000

Unofficial Copy