

Affidavit of Hayley Bialecki

I, Hayley Bialecki, hereby swear and depose as follows:

1. My name is Hayley Bialecki. I am over the age of eighteen and competent to make this affidavit. This affidavit is made upon my personal knowledge.
2. I obtained my real estate salesperson license on July 11, 2017.
3. In early 2021 I received a call from a job recruiter who saw that I had a real estate license in Massachusetts. They wanted to know if I wanted a job with MV Realty.
4. I was excited for an opportunity to finally use my real estate license, so I took the job.
My name at the time was Hayley Martorana.
5. I was also excited that I was able to do this as a completely work from home job.
6. At that time, although I'd had my real estate license, I had not been directly involved in customer contact, had not had clients, and did not have experience selling homes.
7. I worked at MV Realty from February or March of 2021 until December 2021.
8. During my time at MV Realty, all of my income came from persuading borrowers to sign Homeowner Benefit Agreements. I made around \$18,000 to \$19,000 in the first few months.
9. MV treated me as a contractor rather than an employee and provided me with a 1099 instead of a W2.
10. I did not end up actually closing a home sale while at MV Realty.
11. When I started, I was the only real estate salesperson based in Massachusetts for MV Realty.
12. While I worked under their primary broker, Amanda Zachman, I did not receive

substantive supervision from her.

13. Most of my direct supervision came from Darryl Cook, a North Carolina Broker.

14. While I worked there, MV Realty had weekly Zoom calls with the entire office. The zoom calls were run by Amanda Zachman and David Manchester, both of whom are based in Florida.

15. I received about two weeks worth of training and was given a script to use when calling leads.

16. MV Realty advertised heavily on internet sources and social media using phrases like “get cash now.” I know this both because it was discussed at the meeting and because I saw MV Realty’s advertisements in my personal use of Facebook.

17. We were trained to repeatedly use the word “cash” when calling leads.

18. I received contact information from a list of leads I was provided.

19. I was told to call three times in the first day and to send a text message and email if no one answered the call.

20. On the second day, I was instructed to make a fourth call and send an email. On the third day, I was instructed to make a fifth call and another text.

21. A true and accurate copy of guidelines, which I received from MV Realty, is attached to this Affidavit as Exhibit A.

22. Where this affidavit is inconsistent with this exhibit, it is because I received verbal instructions from MV.

23. I was told to push the Homeowner Benefit Agreement.

24. I was trained to tell consumers that it was a promotional deal where MV Realty would

pay the homeowner a certain percentage of their home's value if they gave MV Realty exclusive rights to sell their property.

25. MV Realty paid 10% of 3% (or 0.003) of the home's value to the homeowner.

26. I was given a script with talking points to use. A true and accurate copy of this script is attached as Exhibit B.

27. We determined the property's value using an MLS tool. There was not a formal appraisal.

28. We were instructed to not offer homeowners documents in advance.

29. If they really, really wanted it, I could, but that happened maybe two or three times.

30. We were told that as a sales tool, we did not want them to see it before we had a chance to explain it to them.

31. For every customer I signed up, I received \$500.

32. If a customer agreed to sign a Homeowner Benefit Agreement, we sent the information to CRM, where it went to an underwriter who would create the paperwork.

33. They would hire a notary to meet the homeowner and notarize the agreement. They often used Notary 24/7, but there were other companies they used as well. They called it "the Uber of notaries."

34. The notaries did not know anything about the document that they were asking people to sign. They were there to just watch, sign and stamp.

35. Since this was my first introduction to real estate, I did not question this procedure.

36. I had very little support. Few people would get back to me if I had questions.

37. Consumers sometimes asked me, "Why does one of the documents say mortgage?"

38. I was told to tell them that it was not a mortgage or lien—it was just a phrasing that was used in Massachusetts for this type of agreement.

39. We received talking points we were expected to use that described the mortgage as a “Memorandum to give public notice and not forget.” The talking point did not use the word “mortgage” or “lien.” A true and accurate copy of these talking points, which I received from MV Realty are attached as Exhibit C.

40. We were also given a written description of how to characterize this Mortgage. I used this as a script. A true and accurate copy of this document, which was prepared by MV Realty, is attached to this Affidavit as Exhibit D.

41. I thought this was true at the time, but I later learned it was a lien. I had no idea because I was so new to real estate and I believed what my supervisors told me.

42. During my time at MV Realty, I had two customers who wanted my help selling their homes.

43. Ultimately neither sold their homes with MV Realty, at least while I was there.

44. One of these customers was in Springfield.

45. I told MV Realty that this was too far for me to go.

46. They told me I was one of their only salespeople available in Massachusetts, so I had to take the listing.

47. I agreed to list it online and hope that the market demand would be enough for it to sell.

48. My split of the commission would have been 10% of 3% or 0.003%. This would have been around \$1,000 for the house in Springfield.

49. MV Realty would not reimburse mileage or expenses, so there was very little I could do

to try to sell this house.

50. MV would not even install a sign in the yard because Springfield was outside of their vendor's service area.

51. MV did not give us the training necessary to sell houses. They provided some checklists—but no mentorship or meaningful supervision.

52. MV's trainings were on the homeowner benefit programs. There may have been a short training on home sales—but mostly it was just the checklists. There was very little support or guidance for the actual sales process.

53. I did not have a broker to supervise me in Massachusetts. While there was a broker listed for Massachusetts, there was nobody actually here to help.

54. Between this type of experience, the lie about the mortgage, a decrease in income from leads, and a lack of managerial support, I eventually had enough from MV realty and resigned.

55. I feel that MV Realty's business model includes preying on poor people, particularly during COVID when people weren't working.

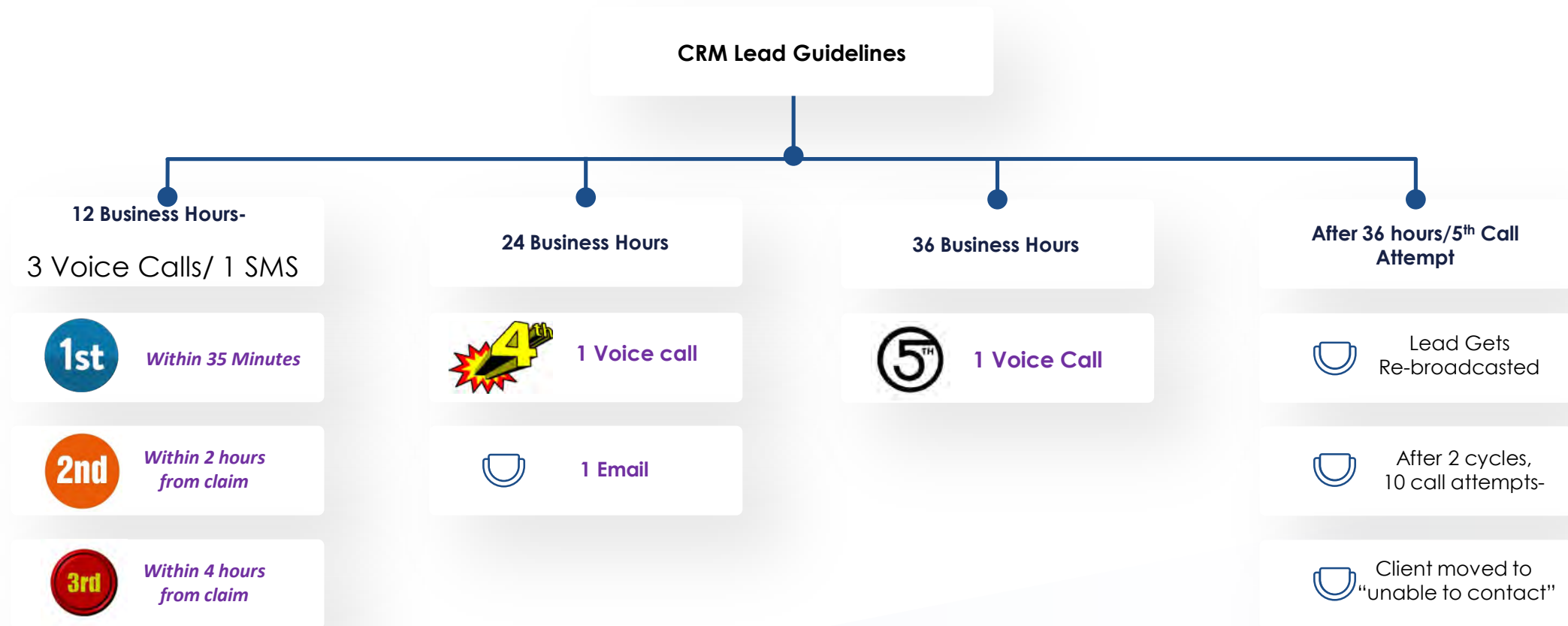
Signed this 22nd Day of July, 2022 under the pains and penalties of perjury,



Hayley Bialeki

Exhibit A

CRM – CONTACT WORKFLOW ACTIVITY & GUIDELINES



CRM – Contact Workflow Activity & Guidelines

Condition Period Business Day (M-F)	Activities Required	Special Provisions Business Rules
12 Business Hours	3 Voice Calls & 1 SMS <u>1st Call:</u> Within 35 Minutes <u>2nd Call:</u> Within 2 hours from claim (scheduled 1 hour after initial call) <u>3rd Call:</u> Within 4 hours from claim (scheduled 1 hour after second call)	<ul style="list-style-type: none"> Initial client contact must be within 35 minute timer. Non-contact (Initial Only) triggers 30 minute penalty box event delay for agent new claims. Client is rebroadcasted into unassigned status queue for new agent to claim if any call is not completed by scheduled time. Omission of 2nd and 3rd call attempts or SMS results in loss of client for rebroadcast.
24 Business Hours	1 Voice Call & 1 Email	<ul style="list-style-type: none"> Omission of 4th call attempt AND email results in loss of client for agent reassignment.
36 Business Hours	1 Voice Call	<ul style="list-style-type: none"> Omission of 5th call attempt results in loss of client for rebroadcast.

Rules only apply to leads never contacted.

*Contact attempts **MUST** be entered in CRM, or the system assumes not completed.*

Push notification reminder sent 1 hour before rebroadcast trigger.

Non contact at end of 3 day cycle triggers automatic system rebroadcast.

After 2 cycles, 10 call attempts the client status moves to unassigned – “Unable to Contact”

*Overlap of conditional periods rules often span across 2 business days and weekends are excluded from timer triggers.

Schneider Depo. Ex. 5

Contains private and/or proprietary information. May not be used or disclosed outside MV Realty except pursuant to a written agreement.

#22.291

Exhibit B

Hi (Contact name)?

Good morning / afternoon / evening it's (Agent name).

I am calling because you qualified for a check from my company.

I need to confirm that you are a (city/state) homeowner...

Are you still at (property address)?

Great! I'm able to offer you (\$300-\$5000)

The great thing about this is that it's NOT a loan, and you never have to sell your home.

We are paying homeowners a cash incentive to be their future realtor.

So, based on what I've said so far, does it sound like something that may be of interest to you?

When is a good time to set up the appointment for you and get your paid?

Structure of your script.

Contact- Am I speaking with the person that inquired?

Greeting/Intro - The other person will want to know who's calling.

Reason for the call - "You qualified for a check."

Confirm that they are a homeowner - decision maker

Confirm address - to calculate offer (Home value x .003)

Provide the offer - (\$300-\$5,000)

Mention 2 great things about the program - top 2 reasons why people do it

Ask if they have an interest or need more information

Set up appointment to present the program & get them paid

Follow up until signed

Exhibit C

HBA -Homeowner Benefit Agreement (Loyalty Program)

- Homeowner is 100% sole owner, and does not have an interest or intention to sell.
- Give us Exclusive Right to Act as the future listing agent
- 6% Commission / 6 Month listing period
- 40 year term.
- 3% Penalty for early termination / breach.
- Memorandum to give public notice and not forget.
- Payment Authorization / Payment options: Zelle, Direct Deposit or Check by Mail.

Ok, so what you are looking at is our loyalty program. It's called the Homeowner Benefit Agreement. I'm able to offer this to homeowners as long as you have no interest or intention to sell.

By accepting the \$\$\$\$\$, you give us the exclusive right to act as the future listing agent should you ever decide to sell.

If you ever decide to sell...I will at that time bring you a listing agreement for a 6 month listing period and a 6% commission. 3% for MV Realty, and 3% for the cooperating brokerage or the buyer's agent.

This loyalty program is for a period of 40 years. What that means is if you sign today and if between here and 40 years you decide to sell, MV will handle the sale for you.

There is a 3% penalty or early termination fee for breaching the agreement. Since this is a loyalty program, we are paying you to retain us in the future. If your intention is to use someone else, then I would advise against participating in the program. If that is not your intention, then you don't have anything to worry about.

We reserve the right to record a memorandum that gives public notice and lets everyone know that you have a professional relationship with MV, that should you ever decide to sell...MV is your go to brokerage on this subject property.

Lastly, the payment authorization page allows you to tell my accounting department how best to get you paid. We are doing payments via Zelle, direct deposit, or we could just put a check in the mail for you. What do you prefer?

Great! At this time, go ahead and read the agreement, and I'm happy to answer any questions that you may have.

Exhibit D

Mortgage description

This is a public notice. This is not a mortgage like a loan for home. There is no money you owe us, no interest rate. Actually, the term “mortgage” means an “obligation”. So all this is a notice that we have entered this agreement that should you ever sell your home, you will use us. The term mortgage is specifically referring to the mutual obligations we have with each other. For some reason, Massachusetts requires us to call this a Mortgage because it means obligation even though we think of the word for being a 30 year loan with payback.

The notice also serves another purpose. At some point, another company will do what we’re doing and offer homeowners money for the right to be their future agent. This notice will let them know we are already working together and have a relationship. By signing this agreement, you are agreeing to use me as your realtor and I now work for you! I represent your best interests and have your best interests in mind if/when you ever sell.

MVR HOMEOWNER BENEFIT AGREEMENT

THIS MVR HOMEOWNER BENEFIT AGREEMENT ("Agreement") is made and entered into as of the effective date referenced below (the "Effective Date"), by and between MV REALTY OF INDIANA, LLC, an Indiana limited liability company (the "Company"), having its principal place of business at 219 N. Dixie Blvd., Delray Beach, FL 33444, and _____ having an address of _____ (the "Property Owner").

This Agreement contains an Arbitration Provision in Sections 7 and 8 below. In arbitration, a neutral third party (the "arbitrator") resolves disputes between the Parties rather than a judge or jury. Discovery is more limited than in court, there are no class or representative proceedings, and court review of an arbitration decision is limited.

RECITALS

- A. Property Owner owns 100% of that certain property located at _____, _____, _____, _____, with the following legal description:

(the "Property").

- B. Property Owner desires to enter into an agreement to engage the Company or its designee to act as listing agent should Property Owner decide to market the Property for sale, all in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and the payment of the Promotion Fee (as defined below) to Property Owner, the Company and Property Owner hereby agree as follows:

1. Exclusive Right to List

- a. In exchange for Company's payment of _____ and No/100 Dollars (\$_____) (the "Promotion Fee") to Property Owner, Property Owner hereby agrees to the terms of this Agreement and that Company, or Company's designee, shall have the exclusive right to act as listing agent (as a transaction broker) for any sale of the Property on or after the Effective Date, except as otherwise expressly provided herein in Section 4. Without limiting the foregoing, , except as expressly provided herein in Section 4, Property Owner shall not engage, hire or otherwise employ any other real estate brokerage, licensed broker or sales agent to market the Property, and Property Owner will not list the Property as "for sale by owner" (collectively, the "Prohibited Engagements").

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the seller and broker.

- b. No later than ten (10) business days prior to the date Property Owner wishes to market the Property for sale, it shall deliver written notice to the Company by mail and email to the addresses listed in Section 6 below, indicating its intent to sell the Property (the "Intent to List"). Within ten (10) business days after Company's receipt of the Intent to List, Company or its designee shall provide Property Owner with a listing agreement similar to the listing agreement referenced herein as Exhibit A which is accessible, reviewable, and downloadable online at this URL: <https://homesatmv.com/landing/exhibits/IN-ExhibitA.docx> (each, a "Listing Agreement"). As specifically discussed and agreed to between Company and Property Owner, the Listing Agreement shall provide for the payment of a commission to the Company (plus applicable sales tax) as follows: In the event there is no other broker who, in addition to the Company, participates in the sale of the Property ("Cooperating Broker"), then Company shall receive an amount equal to _____ percent (____%) of the total sales price for the Property or \$_____,¹ whichever is greater (the "Company's Commission"). In the event there is a Cooperating Broker involved in the transaction, then Company shall receive an amount equal to three percent (3%) of the total sales price for the Property or \$_____, whichever is greater (the "Company's Commission"). Where there is a Cooperating Broker involved, Property Owner must determine at the time of listing, in his or her sole discretion, what amount of commission will be offered to the Cooperating Broker, which amount shall be paid by Property Owner ("Cooperator's Commission"). The total sum of the Company's Commission and the Cooperator's Commission, however, must equal at least _____% of the total sales price.
- c. The Listing Agreement shall indicate the purchase price for the Property desired by the Property Owner. Property Owner shall, within three (3) business days after receipt of the draft Listing Agreement, sign and return the Listing Agreement in accordance with the instructions included therewith.
- d. Subject to the provisions of this Agreement, Company or its designee shall act as Property Owner's listing agent should Property Owner decide to market the Property for sale during the term of this Agreement.

¹This amount equates to 3% of \$_____, the Property's current home value estimate.

2. **Term.** This Agreement shall be effective from and after the Effective Date through the earlier of: (i) the date the Property is sold in an arms-length bona-fide transaction, and the Commission is paid to the Company, in accordance with the terms herein, and (ii) the date that is forty (40) years after the Effective Date (the "**Term**"), unless this Agreement is cancelled in writing by Company or terminated in accordance with Section 3 below. For the avoidance of doubt, Company and Property Owner acknowledge and agree that this Agreement shall continue in full force and effect through the Term notwithstanding that the Property Owner and the Company may have entered into a Listing Agreement. Subject to the provisions of Section 4 below, should any Listing Agreement expire or otherwise terminate without the payment of the Commission to Company, Company shall retain the exclusive listing rights set forth in Section 1 above for any future listing, all on the terms and conditions set forth in this Agreement. At the expiration of the Term, this Agreement shall terminate without prior notice.

3. **EARLY TERMINATION FEE AND OWNER LISTING PERIOD.**

THIS AGREEMENT PROVIDES A FEE FOR EARLY TERMINATION AS SET FORTH IN THIS SECTION 3.

- a. In the event either (A) the Property Owner fails to perform any of its obligations under this Agreement, including, without limitation, entering into any Prohibited Engagements, or (B) an Early Termination Event (as defined below) shall occur, then the Property Owner shall immediately pay Company, as agreed upon liquidated damages and not as a penalty, an early termination fee (the "**Early Termination Fee**") in the amount of three percent (3%) of the greater of (i) \$_____, the Property's current Realtors Valuation Model home value estimate, or (ii) the fair market value of the Property at the time of the Property Owner's breach or Early Termination Event, as reasonably determined by the Company. The Company and Property Owner agree that the damages resulting from a Property Owner default or Early Termination Event would be difficult to ascertain because of their indefiniteness or uncertainty and that the foregoing means of calculating the Early Termination Fee is fair, reasonable, and reasonably proportionate to the damages that would be caused by a breach of the Agreement.
 - b. As used herein, the term "**Early Termination Event**" means the occurrence of any one or more of the events mentioned in subparagraph 3(c) below.
 - c. A sale or other transfer of the Property occurs that does not result in the Company being paid the Commission, except that a transfer to a spouse, heir(s) or devisee(s) or a transfer for estate planning purposes shall not constitute an Early Termination Event if, within ten (10) days thereafter or as soon as the circumstances reasonably warrant, the transferee spouse or other individual or entity receiving an interest in the Property, or in the case of a transfer arising out of the death of the Property Owner, the administrator or personal representative, as applicable, together with any known heirs or devisees in which title to the Property shall have vested as a matter of law, executes an assumption of this Agreement, in form and substance satisfactory to Company, whereby such spouse or other persons or party, if any, agrees to be bound by this Agreement, with the same effect as if they had originally been the Property Owner hereunder. In addition, it shall constitute an Early Termination Event if Property Owner terminates, or attempts to terminate, the Company's right to act as the exclusive listing agent for the Property in violation of this Agreement.
4. **Owner Listing Period.**
- a. Notwithstanding the provisions of Section 1 above, if after six (6) months following the execution and delivery of a Listing Agreement or any later reduction in the listing price of the Property approved by Property Owner (the "**Exclusive Listing Period**"), Company is unable to procure a ready, willing, and able buyer for the Property on terms and conditions consistent with the applicable Listing Agreement (as the listing price may have been reduced upon approval of Property Owner), then for the sixty (60) day period immediately following the Exclusive Listing Period, (that sixty (60) day period, the "**Owner Listing Period**"), Property Owner may attempt to procure a buyer independent of Company's efforts, at a price equal to or greater than the final listing price of the Property during the Exclusive Listing Period.

- b. In the event that (i) Property Owner exercises his or her rights under subparagraph 4(a) above and enters into a contract with a Qualified Buyer (as defined below) during the Owner Listing Period, (ii) the closing for the sale of the Property pursuant to such contract occurs within 60 days after the end of the Owner Listing Period, and (iii) such contract and the transfer of the Property pursuant to the Contract is at a price equal to or greater than the final listing price of the Property during the Exclusive Listing Period and on terms otherwise identical to those set forth in paragraph 3(a) of the then applicable Listing Agreement,² then no Commission will be due and payable to Company in connection with that sale and this Agreement will terminate. For purposes of this subparagraph, the term "**Qualified Buyer**" means a ready, willing and able buyer who (i) is unaffiliated with the Property Owner, (ii) enters into an arm's length transaction for the purchase of the Property on the identical terms set forth in the Listing Agreement, and (iii) is not a person to whom Company showed the Property or was otherwise identified as a prospect by Company in accordance with the terms and conditions of the Listing Agreement.

² Property Owner acknowledges that in determining whether the sale terms were identical to those set forth in the applicable Listing Agreement, Company will consider the total purchase proceeds received by the Property Owner in connection with the sale of the Property, including all credits involved in the transaction and the sale of all related property (including, without limitation, personal property and furniture). Property Owner agrees to fully cooperate with Company in connection with the preceding (including, without limitation, providing all documentation related to the sale of the Property).

5. Notice of Agreement.

- a. Property Owner's obligations hereunder shall constitute covenants running with the land, and until this Agreement is terminated pursuant to Section 5(c), shall bind future successors in interest to title to the Property. Should Property Owner default under this Agreement, any amounts owed by Property Owner to Company as a result of such default shall be secured by a security interest and lien in and against the Property as security for the amounts owed by Property Owner to Company.
- b. Company reserves the right to record/register a memorandum of this Agreement, in form and substance similar to the Memorandum of MVR Homeowner Benefit Agreement attached hereto as **Exhibit B** (the "**Memorandum**"), to provide constructive notice of Company's rights hereunder, which shall be executed as of the Effective Date. Upon Company's request from time to time, Property Owner shall provide Company with a written certificate or recordable amendment to the Memorandum confirming the existence of this Agreement and that this Agreement remains in full force and effect.
- c. In the event Property Owner wishes to refinance an existing mortgage on the Property or grant a new mortgage on the Property, Company will consider in good faith any request from Property Owner to facilitate such refinancing or new mortgage by subordinating the lien of this Agreement to the refinanced or new mortgage. In the event that Property Owner sells the Property in compliance with this Agreement (whether through the efforts of Company or pursuant to Section 4), or in the event Property Owner ceases to own the Property due to foreclosure, condemnation or arms-length deed in lieu of foreclosure to an unrelated third party, Company will, upon written request, deliver to the closing agent for the sale of the Property or the purchaser of the Property a Notice of Termination of the Memorandum, in recordable/registratable form.

6. Notice. Any notice required or in connection with this Agreement shall be sent to Company and Property Owner to the following mailing and email addresses:

COMPANY

MV Realty OF INDIANA, LLC
8072 Pecan Dr
Bessemer, AL 35022
866-381-1294
info@homesatmv.com

PROPERTY OWNER

Email Address: _____

*MV Realty would like to send you an electronic copy of your agreement. Please provide your email address above or confirm that the email address listed above is correct. **Initials:** _____

7. **Arbitration.** This section, together with Section 8 below, collectively constitute the “Arbitration Provision” pursuant to which Property Owner and Company agree to arbitrate disputes between them on the following terms:

At the election of either Company or Property Owner, any and all disputes, claims, or controversies arising from or related to this Agreement, any listing agreement or any other agreement between Property Owner and Company (together, the “Parties”) or the relationship between the Parties, whether past, present or future, and whether based on contract, tort (including intentional tort), statute, ordinance, or any other legal right or claim, including alleged violation of consumer or privacy laws, shall be referred to and resolved exclusively by binding arbitration (the “Arbitration”), and not by a judge or jury in court. However, the Company shall retain the right to file a judicial action to enable the recording of a notice of pending action or lis pendens. The Company’s filing of such judicial action shall not constitute a waiver of its right to arbitrate all disputes, claims, or controversies (without exception), which right to arbitrate shall be enforced at all times. This Agreement has been entered into using the means and instrumentalities of interstate commerce and this Arbitration Provision shall be governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. § 1 et seq. In arbitration, the Parties waive any right to a jury trial.

Any arbitration under this Arbitration Provision shall be conducted by the American Arbitration Association (the “AAA”) under its Consumer Arbitration Rules (the “AAA Rules”), which are available on the AAA’s website, www.adr.org. However, if the AAA is unable or unwilling to serve, a court with jurisdiction shall appoint the administrator or arbitrator in the event that the Parties are unable to agree on an arbitrator or an administrator within 20 days after the Parties have been informed in writing that the AAA is unable or unwilling to serve. No administrator or arbitrator, including one appointed by the court, may have in place any formal or informal policy that is inconsistent with Section 7 of this Agreement including the “Waiver of Right to Class Action Relief.” Any arbitrator must be a lawyer with at least 10 years of experience or a retired judge, unless the Parties otherwise agree in writing. Arbitration shall be initiated by commencing an arbitration proceeding in accordance with the AAA Rules or other administrator’s rules. A Party may also move to compel arbitration of claims that the other Party has filed in court. A single neutral arbitrator shall be appointed by the Parties. If the Parties cannot agree on the selection of an arbitrator within twenty (20) days of the commencement of the arbitration, the AAA (or other administrator) shall appoint an independent neutral arbitrator. In the event of a conflict between this Arbitration Provision, on the one hand, and the AAA Rules, the remaining provisions of this Agreement or the Listing Agreement, on the other hand, this Arbitration Provision shall prevail.

This Arbitration Provision is intended to benefit, may be enforced by and is binding upon (i) Company, its parent companies, subsidiaries, affiliates, successors and assigns and all of their employees, officers and directors; (ii) Property Owner and his/her heirs, trustees, guardians, personal representatives, administrators, successors and assigns; and (iii) any other person or entity named as a defendant or respondent in a claim asserted by one Party against the other Party.

The arbitration shall take place in Indiana at a place that is reasonably convenient to the Parties, and the arbitrator shall (i) resolve all disputes and issues between the Parties, including all issues of arbitrability and the validity and enforceability of this Arbitration Provision (however, the validity and enforceability of the class-action waiver agreed to by the Parties in this Arbitration Provision shall only be decided by a court), (ii) enforce every provision of this Agreement and any other agreement between the parties, including this Arbitration Provision, according to its terms, (iii) temporarily and permanently enjoin a breach of this Agreement or any other agreement between the parties, (iv) follow applicable substantive law consistent with the FAA and give effect to applicable statutes of limitations and privileges; (v) award the same damages and relief that a court can award to an individual or party, including compensatory damages; and (vi) award attorneys’ fees and costs to the prevailing party. The arbitrator shall not and cannot, however, award punitive damages.

If the arbitrator determines that any Party’s claim or defense is frivolous or wrongfully intended to oppress or harass the other Party, the arbitrator may award sanctions in the form of payment of fees and expenses reasonably incurred by the other Party (including arbitration administration fees, arbitrator’s fees, and attorney, expert and witness fees), to the extent such payment could be imposed under Rule 11 of the Federal Rules of Civil Procedure. Payment of all filing, administration, and arbitrator fees will be governed by the administrator’s rules, provided that Company will always pay any fees or expenses that it is required to pay by law or that it is required to pay for this Arbitration Provision to be enforced.

The arbitrator’s award shall be in writing, with findings of fact and conclusions of law, and shall provide a breaching party no more than twenty (20) days to comply with every provision of this Agreement and every other agreement between the parties. However, a Party shall have fifteen (15) days to appeal the award before a panel of three neutral arbitrators (the “Appellate Panel”) to be promptly appointed by the AAA or the arbitration administrator. The decision of the Appellate Panel shall be by majority vote, and the Appellate Panel shall issue a final award within one hundred and twenty (120) days of their full appointment by the AAA or other administrator. The Appellate Panel shall reconsider anew any aspect of the initial award requested by the appealing Party and provide the Parties an equal and fair opportunity to present their case. The arbitrator’s award (or the Appellate Panel’s award if there is an appeal) will be final and binding, except for any appeal rights under the FAA. Judgment upon any award rendered by any arbitrator (or Appellate Panel) may be entered in any court having jurisdiction. No arbitration award involving the Parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision. This Arbitration Provision shall survive the termination, avoidance or annulment of this Agreement or any other provision of this Agreement and any bankruptcy to the extent permitted by applicable bankruptcy law.

WAIVER OF RIGHT TO CLASS ACTION RELIEF: THIS ARBITRATION PROVISION PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL ARBITRATION PROCEEDINGS AND NOT THROUGH ANY CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR ARBITRATION. EVEN IF AN APPLICABLE LAW PROVIDES OTHERWISE, PROPERTY OWNER WAIVES ALL RIGHTS TO BE PART OF A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION AND PROPERTY OWNER AGREES THAT ALL DISPUTES WITH COMPANY OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED ONLY BY PROPERTY OWNER AND COMPANY INDIVIDUALLY IN ARBITRATION. THE ARBITRATOR OR APPELLATE PANEL SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION BASIS AND MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIMS. MOREOVER, NEITHER PARTY WILL HAVE THE RIGHT TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST A PARTY WITH CLAIMS BY OR AGAINST ANY OTHER PERSON, UNLESS THE PARTIES OTHERWISE AGREE IN WRITING.

8. If any portion of this Arbitration Provision (as defined in Section 7 above) is held to be invalid or unenforceable, (including, but not limited to, the prohibition against awarding punitive damages), the remaining portions of this Arbitration Provision shall nevertheless remain in force, except that: (i) the entire Arbitration Provision (other than this sentence) shall be null and void with respect to any claim asserted on a class, representative or multi-party basis that does not seek public injunctive relief if the class action waiver set forth in this Arbitration Provision is held to be invalid or unenforceable with respect to such claim and that determination becomes final after all appeals have been exhausted; and (ii) if a court determines that a public injunctive relief claim may proceed notwithstanding the class action waiver set forth in this Arbitration Provision, and that determination becomes final after all appeals have been exhausted, then the public injunctive relief claim will be decided by a court, any individual claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief claim until the other claims have been finally concluded.
Representations and Warranties. Property Owner represents and warrants that (i) it has no other written, oral or other contractual arrangement relating to the sale or listing for sale of the Property, including no other agreement with any real estate broker, agent or salesperson related to the Property, (ii) it is not in default of any loan, including any mortgage loan, currently encumbering the Property, and (iii) is not in default, or past due, on any taxes, assessments (including, without limitation, any home owners association or condominium assessments), or any other payment(s) that may result in a lien being placed on the Property
 9. Additional Representations and Warranties by Property Owner. Property Owner represents and warrants to Company that at the time that Property Owner executes this Agreement Property Owner has (____) or does not have (____) an interest or intention to market, sell or list the Property. Property Owner understands that Company is relying on the representations made by Property Owner in this Section 10 to ensure that Company complies with all applicable laws that may apply should Property Owner intend to market, sell or list the Property at this time.
 10. Rescission. Property Owner may rescind this Agreement within 3 business days of the date of its execution by PropertyOwner by sending written notice of Property Owner's election to rescind to the following email address: cancel@homeownerbenefit.com. Upon receipt of such notice at the email address listed, the Company will provideProperty Owner with an acknowledgment of receipt of the Property Owner's election to rescind. The acknowledgementof receipt will be sent to the Property Owner at the email address from which the notice of election was transmitted toCompany. In the event Property Owner rescinds the Agreement under this provision, Property Owner must repay, within10 days from the date of the Property Owner's notice of election to rescind, all funds paid to Property Owner by theCompany pursuant to this Agreement. The effective date of the rescission will be the later of: (i) the date the PropertyOwner receives the acknowledgement of receipt from the Company, or (ii) the date on which the funds that were paid toProperty Owner are returned to the Company. Company shall have all available legal remedies against the Property Owner if such Property Owner does not return the funds paid by the Company to the Property Owner by the deadline for repayment mentioned in this paragraph.
- Initials:** _____
11. Miscellaneous.
 - a. Marketing Materials. Property Owner hereby agrees that Company may utilize any photographs, descriptions, and renderings generated by Company in relation to this Agreement, including, without limitation, any and all photographs, descriptions, and renderings, in any manner deemed fit by Company, in its sole and absolute discretionincluding, without limitation, utilizing such materials in Company's general marketing initiatives and efforts. In agreeingto use of such materials, Property Owner consents to the Company's use of Property Owner's likeness or image in anymaterials that are promoting, advertising or marketing Company's business or services and hereby expressly releasesany claim relating to the use of image or likeness, including any right to publicity relating to the same.

- a. Assignment. This Agreement and the rights, duties, obligations and privileges hereunder may not be assigned by Property Owner without the prior written consent of Company, which may be withheld in Company's sole discretion. Property Owner agrees that Company may delegate some or all of its obligations under this Agreement and any future Listing Agreement, and Company may transfer or assign some or all of its rights hereunder, including the right to receive the Commission and/or the Early Termination Fee. Following delegation of duties or assignment of rights by Company, all terms of this Agreement shall remain binding on Property Owner and all rights and privileges inure to the benefit of Company's successors or assigns.
- b. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter contained herein and all prior negotiations and agreements are merged herein. Except as set forth in the Arbitration Provision, in the event any provisions of this Agreement are held to be invalid or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement shall remain unaffected.
- c. Governing Law. Except as set forth in the Arbitration Provision, this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Indiana.
- d. Waiver. The failure by Company to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.
- e. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument. This Agreement will not be binding on the Company unless and until it is signed by a duly authorized officer and/or broker of the Company.
- f. Cooperation. Property Owner agrees to fully cooperate with the Company in implementing and enforcing the terms of this Agreement, including executing any documents necessary to ensure enforcement of the Agreement.
- g. Binding Effect. This Agreement shall be binding on the Property Owner's personal representatives, heirs, administrators, successors, and assigns.
- h. Acknowledgment of Online Listing Agreement. By executing this Agreement, Property Owner affirms that Property Owner has reviewed or has had sufficient opportunity to review the Listing Agreement referenced herein as Exhibit A, which is accessible for review and download online at <https://homesatmv.com/landing/exhibits/IN-ExhibitA.docx>.

[Remainder of the page intentionally left blank. Signatures on the following pages.]

Agreed to, signed, sealed and delivered:
PROPERTY OWNER:

By : _____

Name : _____

Date: _____

STATE OF INDIANA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]

Print Name: _____
Notary Public, State of INDIANA
Commission #: _____
My Commission Expires: _____

COMPANY: (Signature of HBA)

MV REALTY OF INDIANA, LLC, an Indiana limited liability company

By: _____
Name: Amanda J. Zachman (Officer)
Title: Officer
Date: _____

Effective Date of Agreement: _____

MEMORANDUM OF MVR HOMEOWNER BENEFIT AGREEMENT

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
MV REALTY OF INDIANA, LLC
219 Dixie Blvd
Delray Beach, FL 33444
Attn: Amanda J. Zachman

MEMORANDUM OF MVR HOMEOWNER BENEFIT AGREEMENT

THIS MEMORANDUM OF MVR HOMEOWNER BENEFIT AGREEMENT (this "Memorandum")(as amended from time to time, this "Memorandum"), dated as of the Effective Date, is by and between _____, herein called "Property Owner", whose address is _____, and MV REALTY of INDIANA LLC, a INDIANA limited liability company, and/or its assigns or designees, herein called "Listing Broker", whose address is 219 Dixie Blvd, Delray Beach, FL, 33444.

W I T N E S S E T H:

1. That by that certain MVR Homeowner Benefit Agreement, dated as of Effective Date (the "Agreement") by and between Listing Broker and Property Owner, Property Owner has agreed to grant Listing Broker the exclusive right to act as listing agent for any sale of the Property Owner's property should the Property Owner decide to sell such property during the term of the Agreement, which property is legally described as follows (the "**Property**"):_____

_____, _____, _____, _____
2. The term of the Agreement began on the Effective Date (the "Commencement Date") and expires on the earlier of: (i) the date the Property is sold in accordance with the Agreement, and (ii) the date that is forty (40) years after the Commencement Date (the "Term"), unless otherwise terminated in accordance with its terms.

3. This instrument does not alter, amend, modify or change the Agreement in any respect. It is executed by the parties solely for the purpose of recordation in the Public Records of _____ County, Indiana, and it is the intent of the parties that it shall be so recorded/registered and shall give notice of, and confirm the, Agreement and all of its terms to the same extent as if all the provisions of the Agreement were fully set forth herein, including, without limitation, that **the obligations of Property Owner under the Agreement constitute covenants running with the land and shall bind future successors-in-interest to title to the Property**. All capitalized terms used in this Memorandum which are not defined herein shall have the meanings ascribed to them in the Agreement.
4. There may be amounts due and owing to Company, and prior to any deed transfer or conveyance, confirmation from Company on amounts due must be obtained by the title company or third party closing agent.

[Remainder of page intentionally left blank. Signatures on the following pages.]

PROPERTY OWNER:

By : _____
Name : _____

Date: _____
STATE OF INDIANA _____)
_____) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization,
this _____ day of _____, 2022, by _____, who is personally known to me or who has produced
_____ as identification.

[NOTARIAL SEAL]

Print Name: _____
Notary Public, State of Indiana
Commission #: _____
My Commission Expires: _____

Continuation of Memorandum
MV REALTY of INDIANA, LLC

By: _____
Name: Amanda J. Zachman, Officer
Date: _____
STATE OF Florida _____)
_____) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of [x] physical presence or [] online notarization, this ____ day of _____, 2022, by
Amanda J. Zachman, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]

Signature: _____
Print Name: _____
Notary Public, State of _____
Commission #: _____
My Commission Expires: _____

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

By: _____
Name: Amanda J. Zachman, Officer
Date: _____

This instrument was prepared by Amanda J. Zachman, Officer of MV Realty of Indiana, LLC.

MVR HOMEOWNER BENEFIT AGREEMENT

THIS MVR HOMEOWNER BENEFIT AGREEMENT ("Agreement") is made and entered into as of the effective date referenced below (the "Effective Date"), by and between MV REALTY OF INDIANA, LLC, an Indiana limited liability company (the "Company"), having its principal place of business at 219 N. Dixie Blvd., Delray Beach, FL 33444, and [REDACTED] having an address of [REDACTED] (the "Property Owner").

This Agreement contains an Arbitration Provision in Sections 7 and 8 below. In arbitration, a neutral third party (the "arbitrator") resolves disputes between the Parties rather than a judge or jury. Discovery is more limited than in court, there are no class or representative proceedings, and court review of an arbitration decision is limited.

RECITALS

- A. Property Owner owns 100% of that certain property located at [REDACTED] with the following legal description:

Lot Numbered [REDACTED]

41-05-09-041-101.000-030

(the "Property").

- B. Property Owner desires to enter into this agreement to engage the Company or its designee to act as listing agent should Property Owner decide to market the Property for sale, all in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and the payment of the Promotion Fee (as defined below) to Property Owner, the Company and Property Owner hereby agree as follows:

1. Exclusive Right to List

- a. In exchange for Company's payment of nine hundred fifty and No/100 Dollars (\$950) (the "Promotion Fee") to Property Owner, Property Owner hereby agrees to the terms of this Agreement and that Company, or Company's designee, shall have the exclusive right to act as listing agent for any sale of the Property on or after the Effective Date, except as expressly provided herein in Section 4. Without limiting the foregoing, except as expressly provided herein in Section 4, Property Owner shall not engage, hire or otherwise employ any other real estate brokerage, licensed broker or sales agent to market the Property, and Property Owner will not list the Property as "for sale by owner" (collectively, the "Prohibited Engagements").
- b. No later than ten (10) business days prior to the date Property Owner wishes to market the Property for sale, it shall deliver written notice to the Company by mail and email to the addresses listed in Section 6 below, indicating its intent to sell the Property (the "Intent to List"). Within ten (10) business days after Company's receipt of the Intent to List, Company or its designee shall provide Property Owner with a listing agreement similar to the listing agreement referenced herein as Exhibit A which is accessible, reviewable, and downloadable online at this URL: <https://homesatmv.com/landing/exhibits/IN-ExhibitA.docx> (each, a "Listing Agreement"). As specifically discussed and agreed to between Company and Property Owner, the Listing Agreement shall provide for the payment of a commission to the Company (plus applicable sales tax) as follows: In the event there is no other broker who, in addition to the Company, participates in the sale of the Property ("Cooperating Broker"), then Company shall receive an amount equal to six percent (6%) of the total sales price for the Property or \$9,507.30¹, whichever is greater (the "Company's Commission"). In the event there is a Cooperating Broker involved in the transaction, then Company shall receive an amount equal to three percent (3%) of the total sales price for the Property or \$9,507.30, whichever is greater (the "Company's Commission"). Where there is a Cooperating Broker involved, Property Owner must determine at the time of listing, in his or her sole discretion, what amount of commission will be offered to the Cooperating Broker, which amount shall be paid by Property Owner ("Cooperator's Commission"). The total sum of the Company's Commission and the Cooperator's Commission, however, must equal at least 6% of the total sales price.
- c. The Listing Agreement shall indicate the purchase price for the Property desired by the Property Owner. Property Owner shall, within three (3) business days after receipt of the draft Listing Agreement, sign and return the Listing Agreement in accordance with the instructions included therewith.
- d. Subject to the provisions of this Agreement, Company or its designee shall act as Property Owner's listing agent should Property Owner decide to market the Property for sale during the term of this Agreement.

¹This amount equates to 3% of \$316,910.00, the Property's current home value estimate.

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MV REALTY OF INDIANA, LLC
219 N. Dixie Blvd.
Delray Beach, FL 33444
P: 866-381-1294

2. Term. This Agreement shall be effective from and after the Effective Date through the earlier of: (i) the date the Property is sold in an arms-length bona-fide transaction, and the Commission is paid to the Company, in accordance with the terms herein, and (ii) the date that is forty (40) years after the Effective Date (the "Term"), unless this Agreement is cancelled in writing by Company or terminated in accordance with Section 3 below. For the avoidance of doubt, Company and Property Owner acknowledge and agree that this Agreement shall continue in full force and effect through the Term notwithstanding that the Property Owner and the Company may have entered into a Listing Agreement. Subject to the provisions of Section 4 below, should any Listing Agreement expire or otherwise terminate without the payment of the Commission to Company, Company shall retain the exclusive listing rights set forth in Section 1 above for any future listing, all on the terms and conditions set forth in this Agreement. At the expiration of the Term, this Agreement shall terminate without prior notice.

3. **EARLY TERMINATION FEE AND OWNER LISTING PERIOD.**

THIS AGREEMENT PROVIDES A FEE FOR EARLY TERMINATION AS SET FORTH IN THIS SECTION 3.

- a. In the event either (A) the Property Owner fails to perform any of its obligations under this Agreement, including, without limitation, entering into any Prohibited Engagements, or (B) an Early Termination Event (as defined below) shall occur, then the Property Owner shall immediately pay Company, as agreed upon liquidated damages and not as a penalty, an early termination fee (the "Early Termination Fee") in the amount of three percent (3%) of the greater of (i) \$316,910.00, the Property's current Realtors Valuation Model home value estimate, or (ii) the fair market value of the Property at the time of the Property Owner's breach or Early Termination Event, as reasonably determined by the Company. The Company and Property Owner agree that the damages resulting from a Property Owner default or Early Termination Event would be difficult to ascertain because of their indefiniteness or uncertainty and that the foregoing means of calculating the Early Termination Fee is fair, reasonable, and reasonably proportionate to the damages that would be caused by a breach of the Agreement.
- b. As used herein, the term "Early Termination Event" means the occurrence of any one or more of the events mentioned in subparagraph 3(c) below.
- c. A sale or other transfer of the Property occurs that does not result in the Company being paid the Commission, except that a transfer to a spouse, heir(s) or devisee(s) or a transfer for estate planning purposes shall not constitute an Early Termination Event if, within ten (10) days thereafter or as soon as the circumstances reasonably warrant, the transferee spouse or other individual or entity receiving an interest in the Property, or in the case of a transfer arising out of the death of the Property Owner, the administrator or personal representative, as applicable, together with any known heirs or devisees in which title to the Property shall have vested as a matter of law, executes an assumption of this Agreement, in form and substance satisfactory to Company, whereby such spouse or other persons or party, if any, agrees to be bound by this Agreement, with the same effect as if they had originally been the Property Owner hereunder. In addition, it shall constitute an Early Termination Event if Property Owner terminates, or attempts to terminate, the Company's right to act as the exclusive listing agent for the Property in violation of this Agreement.

4. Owner Listing Period.

- a. Notwithstanding the provisions of Section 1 above, if after six (6) months following the execution and delivery of a Listing Agreement or any later reduction in the listing price of the Property approved by Property Owner (the "Exclusive Listing Period"), Company is unable to procure a ready, willing, and able buyer for the Property on terms and conditions consistent with the applicable Listing Agreement (as the listing price may have been reduced upon approval of Property Owner), then for the sixty (60) day period immediately following the Exclusive Listing Period, (that sixty (60) day period, the "Owner Listing Period"), Property Owner may attempt to procure a buyer independent of Company's efforts, at a price equal to or greater than the final listing price of the Property during the Exclusive Listing Period.
- b. In the event that (i) Property Owner exercises his or her rights under subparagraph 4(a) above and enters into a contract with a Qualified Buyer (as defined below) during the Owner Listing Period, (ii) the closing for the sale of the Property pursuant to such contract occurs within 60 days after the end of the Owner Listing Period, and (iii) such contract and the transfer of the Property pursuant to the Contract is at a price equal to or greater than the final listing price of the Property during the Exclusive Listing Period and on terms otherwise identical to those set forth in paragraph 1 of the then applicable Listing Agreement,² then no Commission will be due and payable to Company in connection with that sale and this Agreement will terminate. For purposes of this subparagraph, the term "Qualified Buyer" means a ready, willing and able buyer who (i) is unaffiliated with the Property Owner, (ii) enters into an arm's length transaction for the purchase of the Property on the identical terms set forth in the Listing Agreement, and (iii) is not a person to whom Company showed the Property or was otherwise identified as a prospect by Company in accordance with the terms and conditions of the Listing Agreement.

² Property Owner acknowledges that in determining whether the sale terms were identical to those set forth in the applicable Listing Agreement, Company will consider the total purchase proceeds received by the Property Owner in connection with the sale of the Property, including all credits involved in the transaction and the sale of all related property (including, without limitation, personal property and furniture). Property Owner agrees to fully cooperate with Company in connection with the preceding (including, without limitation, providing all documentation related to the sale of the Property).

5. Notice of Agreement.

- a. Property Owner's obligations hereunder shall constitute covenants running with the land, and until this Agreement is terminated pursuant to Section 5(c), shall bind future successors in interest to title to the Property. Should Property Owner default under this Agreement, any amounts owed by Property Owner to Company as a result of such default shall be secured by a security interest and lien in and against the Property as security for the amounts owed by Property Owner to Company.
 - b. Company reserves the right to record a memorandum of this Agreement, in form and substance similar to the Memorandum of MVR Homeowner Benefit Agreement attached hereto as Exhibit B (the "Memorandum"), to provide constructive notice of Company's rights hereunder. Upon Company's request from time to time, Property Owner shall provide Company with a written certificate or recordable amendment to the Memorandum confirming the existence of this Agreement and that this Agreement remains in full force and effect.
 - c. In the event Property Owner wishes to refinance an existing mortgage on the Property or grant a new mortgage on the Property, Company will consider in good faith any request from Property Owner to facilitate such refinancing or new mortgage by subordinating the lien of this Agreement to the refinanced or new mortgage. In the event that Property Owner sells the Property in compliance with this Agreement (whether through the efforts of Company or pursuant to Section 4), or in the event Property Owner ceases to own the Property due to foreclosure, condemnation or arms-length deed in lieu of foreclosure to an unrelated third party, Company will, upon written request, deliver to the closing agent for the sale of the Property or the purchaser of the Property a Notice of Termination of the Memorandum, in recordable form.
6. Notice. Any notice required or in connection with this Agreement shall be sent to Company and Property Owner to the following mailing and email addresses:

COMPANY

MV Realty OF INDIANA, LLC
219 N. Dixie Blvd
Delray Beach, FL, 33444
866-381-1294
info@homesatmv.com

PROPERTY OWNER

[REDACTED]
[REDACTED]

Owner agrees to fully cooperate with Company in connection with the preceding (including, without limitation, providing all documentation related to the sale of the Property).

*MV Realty would like to send you an electronic copy of your agreement. Please provide your email address above or confirm that the email address listed above is correct. Initials: [REDACTED]

7. Arbitration. This section, together with Section 8 below, collectively constitute the "Arbitration Provision" pursuant to which Property Owner and Company agree to arbitrate disputes between them on the following terms:

At the election of either Company or Property Owner, any and all disputes, claims, or controversies arising from or related to this Agreement, any listing agreement or any other agreement between Property Owner and Company (together, the "Parties") or the relationship between the Parties, whether past, present or future, and whether based on contract, tort (including intentional tort), statute, ordinance, or any other legal right or claim, including alleged violation of consumer or privacy laws, shall be referred to and resolved exclusively by binding arbitration (the "Arbitration"), and not by a judge or jury in court. However, the Company shall retain the right to file a judicial action to enable the recording of a notice of pending action or lis pendens. The Company's filing of such judicial action shall not constitute a waiver of its right to arbitrate all disputes, claims, or controversies (without exception), which right to arbitrate shall be enforced at all times. This Agreement has been entered into using the means and instrumentalities of interstate commerce and this Arbitration Provision shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 et seq. In arbitration, the Parties waive any right to a jury trial.

Any arbitration under this Arbitration Provision shall be conducted by the American Arbitration Association (the "AAA") under its Consumer Arbitration Rules (the "AAA Rules"), which are available on the AAA's website, www.adr.org. However, if the AAA is unable or unwilling to serve, a court with jurisdiction shall appoint the administrator or arbitrator in the event that the Parties are unable to agree on an arbitrator or an administrator within 20 days after the Parties have been informed in writing that the AAA is unable or unwilling to serve. No administrator or arbitrator, including one appointed by the court, may have in place any formal or informal policy that is inconsistent with Section 7 of this Agreement including the "Waiver of Right to Class Action Relief." Any arbitrator must be a lawyer with at least 10 years of experience or a retired judge, unless the Parties otherwise agree in writing. Arbitration shall be initiated by commencing an arbitration proceeding in accordance with the AAA Rules or other administrator's rules. A Party may also move to compel arbitration of claims that the other Party has filed in court. A single neutral arbitrator shall be appointed by the Parties. If the Parties cannot agree on the selection of an arbitrator within twenty (20) days of the commencement of the arbitration, the AAA (or other administrator) shall appoint an independent neutral arbitrator. In the event of a conflict between this Arbitration Provision, on the one hand, and the AAA Rules, the remaining provisions of this Agreement or the Listing Agreement, on the other hand, this Arbitration Provision shall prevail.

This Arbitration Provision is intended to benefit, may be enforced by and is binding upon (i) Company, its parent companies, subsidiaries, affiliates, successors and assigns and all of their employees, officers and directors; (ii) Property Owner and his/her heirs, trustees, guardians, personal representatives, administrators, successors and assigns; and (iii) any other person or entity named as a defendant or respondent in a claim asserted by one Party against the other Party, to the maximum extent permitted by applicable law.

The arbitration shall take place in Indiana at a place that is reasonably convenient to the Parties, and the arbitrator shall (i) resolve all disputes and issues between the Parties, including all issues of arbitrability and the validity and enforceability of this Arbitration Provision (however, the validity and enforceability of the class-action waiver agreed to by the Parties in this Arbitration Provision shall only be decided by a court), (ii) enforce every provision of this Agreement and any other agreement between the parties, including this Arbitration Provision, according to its terms, (iii) temporarily and permanently enjoin a breach of this Agreement or any other agreement between the parties, (iv) follow applicable substantive law consistent with the FAA and give effect to applicable statutes of limitations and privileges; (v) award the same damages and relief that a court can award to an individual or party, including compensatory damages; and (vi) award attorneys' fees and costs to the prevailing party. The arbitrator shall not and cannot, however, award punitive damages.

If the arbitrator determines that any Party's claim or defense is frivolous or wrongfully intended to oppress or harass the other Party, the arbitrator may award sanctions in the form of payment of fees and expenses reasonably incurred by the other Party (including arbitration administration fees, arbitrator's fees, and attorney, expert and witness fees), to the extent such payment could be imposed under Rule 11 of the Federal Rules of Civil Procedure. Payment of all filing, administration, and arbitrator fees will be governed by the administrator's rules, provided that Company will always pay any fees or expenses that it is required to pay by law or that it is required to pay for this Arbitration Provision to be enforced.

The arbitrator's award shall be in writing, with findings of fact and conclusions of law, and shall provide a breaching party no more than twenty (20) days to comply with every provision of this Agreement and every other agreement between the parties. However, a Party shall have fifteen (15) days to appeal the award before a panel of three neutral arbitrators (the "Appellate Panel") to be promptly appointed by the AAA or the arbitration administrator. The decision of the Appellate Panel shall be by majority vote, and the Appellate Panel shall issue a final award within one hundred and twenty (120) days of their full appointment by the AAA or other administrator. The Appellate Panel shall reconsider anew any aspect of the initial award requested by the appealing Party and provide the Parties an equal and fair opportunity to present their case. The arbitrator's award (or the Appellate Panel's award if there is an appeal) will be final and binding, except for any appeal rights under the FAA. Judgment upon any award rendered by any arbitrator (or Appellate Panel) may be entered in any court having jurisdiction. No arbitration award involving the Parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision. This Arbitration Provision shall survive the termination, avoidance or annulment of this Agreement or any other provision of this Agreement and any bankruptcy to the extent permitted by applicable bankruptcy law.

WAIVER OF RIGHT TO CLASS ACTION RELIEF: THIS ARBITRATION PROVISION PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL ARBITRATION PROCEEDINGS AND NOT THROUGH ANY CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR ARBITRATION. EVEN IF AN APPLICABLE LAW PROVIDES OTHERWISE, PROPERTY OWNER WAIVES ALL RIGHTS TO BE PART OF A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION AND PROPERTY OWNER AGREES THAT ALL DISPUTES WITH COMPANY OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED ONLY BY PROPERTY OWNER AND COMPANY INDIVIDUALLY IN ARBITRATION. THE ARBITRATOR OR APPELLATE PANEL SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION BASIS AND MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIMS. MOREOVER, NEITHER PARTY WILL HAVE THE RIGHT TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST A PARTY WITH CLAIMS BY OR AGAINST ANY OTHER PERSON, UNLESS THE PARTIES OTHERWISE AGREE IN WRITING.

8. If any portion of this Arbitration Provision (as defined in Section 7 above) is held to be invalid or unenforceable, (including, but not limited to, the prohibition against awarding punitive damages), the remaining portions of this Arbitration Provision shall nevertheless remain in force, except that: (i) the entire Arbitration Provision (other than this sentence) shall be null and void with respect to any claim asserted on a class, representative or multi-party basis that does not seek public injunctive relief if the class action waiver set forth in this Arbitration Provision is held to be invalid or unenforceable with respect to such claim and that determination becomes final after all appeals have been exhausted; and (ii) if a court determines that a public injunctive relief claim may proceed notwithstanding the class action waiver set forth in this Arbitration Provision, and that determination becomes final after all appeals have been exhausted, then the public injunctive relief claim will be decided by a court, any individual claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief claim until the other claims have been finally concluded.
9. Representations and Warranties. Property Owner represents and warrants that (i) it has no other written, oral or other contractual arrangement relating to the sale or listing for sale of the Property, including no other agreement with any real estate broker, agent or salesperson related to the Property, (ii) it is not in default of any loan, including any mortgage loan, currently encumbering the Property, and (iii) is not in default, or past due, on any taxes, assessments (including, without limitation, any home owners association or condominium assessments), or any other payment(s) that may result in a lien being placed on the Property.
10. Additional Representations and Warranties by Property Owner. Property Owner represents and warrants to Company that at the time that Property Owner executes this Agreement Property Owner has ☐ or does not have ☒ an interest or intention to market, sell or list the Property. Property Owner understands that Company is relying on the representations made by Property Owner in this Section 10 to ensure that Company complies with all applicable laws that may apply should Property Owner intend to market, sell or list the Property at this time.
11. Rescission. Property Owner may rescind this Agreement within 3 days of the date of its execution by Property Owner by sending written notice of Property Owner's election to rescind to the following email address: cancel@homeownerbenefit.com. Upon receipt of such notice at the email address listed, the Company will provide Property Owner with an acknowledgment of receipt of the Property Owner's election to rescind. The acknowledgement of receipt will be sent to the Property Owner at the email address from which the notice of election was transmitted to Company. In the event Property Owner rescinds the Agreement under this provision, Property Owner must repay, within 10 days from the date of the Property Owner's notice of election to rescind, all funds paid to Property Owner by the Company pursuant to this Agreement. The effective date of the rescission will be the later of: (i) the date the Property Owner receives the acknowledgement of receipt from the Company, or (ii) the date on which the funds that were paid to Property Owner are returned to the Company. If the Company does not receive all monies paid by the Company to Property Owner by the deadline for repayment mentioned in this paragraph, Property Owner shall forever forfeit Property Owner's right to rescind this Agreement and this Agreement shall be binding and enforceable on the Company and Property Owner. Initials: [REDACTED]
12. Miscellaneous.
 - a. Marketing Materials. Property Owner hereby agrees that Company may utilize any photographs, descriptions, and renderings generated by Company in relation to this Agreement, including, without limitation, any and all photographs, descriptions, and renderings, in any manner deemed fit by Company, in its sole and absolute discretion including, without limitation, utilizing such materials in Company's general marketing initiatives and efforts. In agreeing to use of such materials, Property Owner consents to the Company's use of Property Owner's likeness or image in any materials that are promoting, advertising or marketing Company's business or services and hereby expressly releases any claim relating to the use of image or likeness, including any right to publicity relating to the same.

- a. Assignment. This Agreement and the rights, duties, obligations and privileges hereunder may not be assigned by Property Owner without the prior written consent of Company, which may be withheld in Company's sole discretion. Property Owner agrees that Company may delegate some or all of its obligations under this Agreement and any future Listing Agreement, and Company may transfer or assign some or all of its rights hereunder, including the right to receive the Commission and/or the Early Termination Fee. Following delegation of duties or assignment of rights by Company, all terms of this Agreement shall remain binding on Property Owner and all rights and privileges inure to the benefit of Company's successors or assigns.
- b. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter contained herein and all prior negotiations and agreements are merged herein. Except as set forth in the Arbitration Provision, in the event any provisions of this Agreement are held to be invalid or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement shall remain unaffected.
- c. Governing Law. Except as set forth in the Arbitration Provision, this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Indiana.
- d. Waiver. The failure by Company to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.
- e. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument. This Agreement will not be binding on the Company unless and until it is signed by a duly authorized officer and/or broker of the Company.
- f. Cooperation. Property Owner agrees to fully cooperate with the Company in implementing and enforcing the terms of this Agreement, including executing any documents necessary to ensure enforcement of the Agreement.
- g. Binding Effect. This Agreement shall be binding on the Property Owner's personal representatives, heirs, administrators, successors, and assigns.
- h. Acknowledgment of Online Listing Agreement. By executing this Agreement, Property Owner affirms that Property Owner has reviewed or has had sufficient opportunity to review the Listing Agreement referenced herein as Exhibit A, which is accessible for review and download online at <https://homesatmv.com/landing/exhibits/IN-ExhibitA.docx>.

[Remainder of the page intentionally left blank. Signatures on the following pages.]

Agreed to, signed, sealed and delivered:
PROPERTY OWNER:

By :

Name

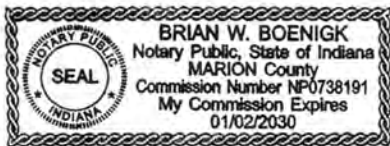
Date:

STATE OF INDIANA

COUNTY OF

ss:

[NOTARIAL SEAL]



Print Name: BRIAN W. BOENIGK
Notary Public, State of INDIANA
Commission #: NP0738191
My Commission Expires: 01/02/2030

COMPANY:

MV REALTY OF INDIANA, LLC, an Indiana limited liability company

By: _____
Name: Amanda J. Zachman
Title: Officer
Date: _____

Effective Date of Agreement: _____

Exhibit B

MEMORANDUM OF MVR HOMEOWNER BENEFIT AGREEMENT

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
MV REALTY OF INDIANA, LLC
219 Dixie Blvd
Delray Beach, FL 33444
Attn: Amanda J. Zachman

MEMORANDUM OF MVR HOMEOWNER BENEFIT AGREEMENT

THIS MEMORANDUM OF MVR HOMEOWNER BENEFIT AGREEMENT (as amended from time to time, this "Memorandum"), dated as of the Effective Date, is by and between [REDACTED] herein called "Property Owner", whose address is [REDACTED] and MV REALTY OF INDIANA LLC, an Indiana limited liability company, and/or its assigns or designees, herein called "Company", whose address is 219 Dixie Blvd, Delray Beach, FL, 33444.

WITNESSETH:

1. That by that certain MVR Homeowner Benefit Agreement, dated as of Effective Date (the "Agreement") by and between Company and Property Owner, Property Owner has agreed to grant Company the exclusive right to act as listing agent for any sale of the Property Owner's property should the Property Owner decide to sell such property during the term of the Agreement, which property is legally described as follows (the "Property"): [REDACTED]

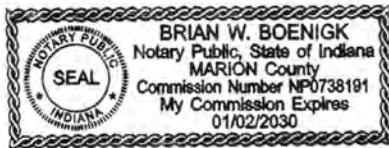
Lot Numbered [REDACTED]

2. The term of the Agreement began on the Effective Date (the "Commencement Date") and expires on the earlier of: (i) the date the Property is sold in accordance with the Agreement, and (ii) the date that is forty (40) years after the Commencement Date (the "Term"), unless otherwise terminated in accordance with its terms.

3. This instrument does not alter, amend, modify or change the Agreement in any respect. It is executed by the parties solely for the purpose of recordation in the Public Records of ██████ County, Indiana, and it is the intent of the parties that it shall be so recorded and shall give notice of, and confirm the, Agreement and all of its terms to the same extent as if all the provisions of the Agreement were fully set forth herein, including, without limitation, that **the obligations of Property Owner under the Agreement constitute covenants running with the land and shall bind future successors-in-interest to title to the Property.** All capitalized terms used in this Memorandum which are not defined herein shall have the meanings ascribed to them in the Agreement.
4. There may be amounts due and owing to Company, and prior to any deed transfer or conveyance, confirmation from Company on amounts due must be obtained by the title company or third party closing agent.

[Remainder of page intentionally left blank. Signatures on the following pages.]

[NOTARIAL SEAL]



Print Name: BRIAN W. BOENIGK
Notary Public, State of Indiana
Commission #: NP0738191
My Commission Expires: 01/02/2030

By: _____
Name: Amanda J. Zachman, Officer
Date: _____
STATE OF Florida)
COUNTY OF PALM BEACH) ss:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 2022, by Amanda J. Zuchman, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]

Signature: _____
 Print Name: _____
 Notary Public, State of Florida
 Commission #: _____
 My Commission Expires: _____

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

By: _____
Name: Amanda J. Zachman, Officer
Date: _____

This instrument was prepared by Amanda J. Zachman, Officer of MV Realty of Indiana, LLC.

Todd Schneider

[REDACTED]
[REDACTED]
[REDACTED]

RE: [REDACTED] Vs. Todd Schneider (File No. [REDACTED])

Response to Complaint

On or about March 19th, 2022, Mr. [REDACTED] met with me and the notary, Brian Boenick [REDACTED]. Our appointment time was 3:00PM. The notary was running a little late and we started reviewing the paperwork at approx.: 3:10PM. Mr. [REDACTED] had many questions and did sign the contract for the first right to list his home if / when he decided to list.

We were at the meeting for approx.. 50 minutes answering many questions. I told Mr. [REDACTED] that should he decide to change his mind, he had three business days to rescind as is stated in the paperwork that is attached. I don't think Mr. [REDACTED] is disputing this in his complaint.

In early August, Mr. [REDACTED] notified MV Realty Corporate that he was ready to list. Kenton Williams, MV Realty's broker of record, notified me to reach out to get the home listed. I did meet with Mr. [REDACTED] to discuss the listing. I prepared a CMA and suggested a list price of around \$449,000. Mr. [REDACTED] had already spoken with another agent, Carlos from ReMax @ [REDACTED] and had the list price in mind of \$475,000. I suggested that I thought that price was very ambitious given the extremely high interest rates and how they were affecting the market. He insisted we start at \$475,000 so we did.

During the listing period, we had 3 showings. Two of the agents liked the home but thought it was overpriced. One agent had found another home that their client liked better.

I suggested a price reduction to generate additional interest since the home was priced out of the FHA cap range of approx. \$420K. Mr. [REDACTED] did not wish to reduce so we continued. Towards the end of October, Mr. [REDACTED] did complain that we had very few showings and wanted to withdraw from the MLS. I did as he asked and withdrew. I did explain that the 6%+ interest rates at the time were pricing out many people. All you had to do was turn on a TV or look at the internet to see this was a clear problem at that time for the real estate industry and still is today.

As far as the claim of poor service, I can only speak about myself. Mr. [REDACTED] would sometimes text me at 8PM or 9PM in the evenings and I would not get back to him until the following day. I do not see that as poor service but simply rudeness of Mr. [REDACTED] to make such a claim.

I am not longer associated with MV Realty so I do not access to any paperwork. I did send MV Realty Corporate as copy of this complaint and they did say they would respond.

I have attached a blank copy of the agreement that Mr. [REDACTED] signed as well as a copy of the listing sheet.

If you have further questions or need clarity on anything, please feel free to reach out to me any time.

Todd Schneider

[REDACTED]

MV Realty New Agent Orientation

Call Scripts



“Property of MV Realty, any dissemination, distribution, or unauthorized use is strictly prohibited.”

Schneider Depo. Ex. 9

Topics for Discussion

Phone Call Guidelines

Phone Call/Text Openers

Lead Sources

Discussing the HBA

Inbound calls

Closing the Deal

Communicating Disqualifications

Call Guidelines

Personalize the call

Introduce yourself and who you are calling with

Why you're calling

Qualify them

Take pauses

Answer questions they ask, don't provide objections



Phone Call & Text Openers

How to Start the Conversation



Phone Call Openers

"Hi! This is (your name) and I'm a licensed Realtor with MV - I'm calling regarding our **MARKETING PROGRAM** which allows me to offer you \$850 payable to you as early as tomorrow as the homeowner of 123 Main Street. Have you heard of our program before? No? Oh, then let me tell you a little more about our unique program. Are you still the homeowner at 123 Main St?"



Phone Call Openers

Hi “Client”, this is (your name), **A LICENSED REALTOR** with MV, I just received your online cash inquiry! I wanted to go over the details of the program to let you know how much you qualify for. Are you a homeowner here in Florida?

Great, according to the address you provided at 123 main st, Delray Beach, FL, we can pay you \$1500 for the opportunity to be your realtor in the future.



MV REALTY LLC

Text Openers

*Good morning Client! My name is (your name) **A LICENSED REALTOR FROM MV**. I just received your online cash inquiry and I wanted to go over the details of the homeowner benefit program and let you know how much you've qualified for. This is my cell phone. Feel free to call or text me at your convenience. I look forward to hearing from you!"*



MV REALTY_{LLC}

Schneider Depo. Ex. 9



Lead Sources

How to Start the Conversation

Lead Sources

Needs Cash

The lead has filled out a form on a website looking for a quick pay day loan. The client has indicated that they are a homeowner and they need financial assistance in some way

Refinance

The lead has filled out a form and are interested in getting more information

Facebook

Leads see the ad on Facebook and are directed to the homeowner benefit website when they click on it

Inbound Calls

Making the Most of the Opportunity



Why Do I Want These Calls?

- 4X higher conversion rate to appointments than outbound calls
- Live contact to speak with right away
- You will speak to many more leads with inbound calls compared to only reaching about 25% of the leads we call with outbound efforts

Where Do Inbound Calls Come From?

Marketing Outreach:

- IVR (Interactive Voice Response)
- Calls
- Texts

Incoming Phone Calls:

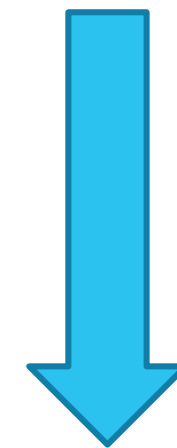
- Needs cash leads
- Facebook

The Universal Phone Number



Schneider Depo. Ex. 9

SAVE THIS #
561-359-1844



HBA inbound #
for lead calls

What To Do When You Get A Call

- The calls ring on everyone's phone at the **same time** for the Brokerage Location.
- The agent who answers the fastest and pushes 1 gets connected to the client.
- If you don't get connected, it means you've lost the lead to a faster agent.

PRO TIP: Enable WiFi calling on your cell phone to ensure your phone is ringing as early as possible for inbounds!!!

After the Call

- Wait at 10 minutes and the lead will auto assign
- If not assigned after that time frame, ask #helpdesk for reassignment
- Unless instructed to do so by a support team member, DO NOT enter the lead in manually

Inbound Call Script

Agent: Hi, this is XXXXXXXXXXXX with the Homeowner Benefit Program; how can I help you today?

Client: I got a text about a loan I qualified for. Can you tell me more?

Agent: Agent: It's actually not a loan, it's something better. Were a real estate company with a marketing program that allows us to pay homeowners like yourself money now, for the opportunity to represent you in the future. Because it's isn't a loan, there is no interest rate and no repayment on the money we pay you. You'll agree to use us in the future SHOULD you ever decide to list your home for sale. Are you a homeowner here in (YOUR STATE)?

Client: Yes

Agent: Ok, great! Would you please share your property's address with me? With that information I can look it up in my system and determine how much we can offer you today as part of our program.

Client: (Provides address) 123 Main St., Delray Beach, Florida 33445.

Agent: Great, so you actually qualify for \$XXX.XX! I can pay you as soon as today and by accepting these funds, you are agreeing to use MV Realty as your real estate brokerage IF you ever sell your property. There is no obligation to ever sell; we're just asking for the first opportunity should you ever decide that you do want to sell your home.

Client: **asks more questions**

What About When They Say They're Returning Your Call?

Agent: Hi, this is XXXXXXXXXXXX with the Homeowner Benefit Program; how can I help you today?

Client: Um, you called me... What do you want?

Agent: Yes, I was actually reaching out to you in regards to our loyalty program that allows me to pay cash to homeowners in (YOUR STATE)! Are you a homeowner here (YOUR STATE)?

Client: Yes

Agent: Ok, great! Would you please share the address to your property with me? With that information I can look it up in my system and determine how much we can offer you....

HBA Highlights

Information you should share
with clients



"Our intention is to establish a relationship with you today by guiding you through our program and getting you funded quickly. Moving forward, if you ever have any Real Estate related questions, I'm here for you - whether you plan to sell or not. Hopefully, in return, you'll tell your family, friends and co-workers about our Brokerage so that we can offer them the same great service they deserve."

"This is definitely a win-win situation. We invest in you today and, should you ever decide to sell your home anytime in the future - whether it be next year, in five or ten years - we'll be available to you. The great thing is, you can be certain no one will do a better job than us because we are already invested in you."

Length of the HBA

The term of our agreement is until you decide to sell your home. That could be next year, in 5 years or up to 40 years from today. YES! We're willing to wait up to 40 years for you to decide to sell your home. In the meantime, there is no obligation for you to sell and, if you never sell, nothing happens. The funds are yours to keep!

How can you afford to do this?

We're simply redirecting our marketing dollars. Rather than investing our marketing funds towards radio ads, tv commercials and billboards, we've learned that it's better to invest in you - our future client!

How do you make money if I never sell?

We've been extremely successful with our program! We've grown from our Headquarters State in FL to now 15 states and counting! We've learned that, even if you have no plans to sell today, life happens. Most homeowners will decide to sell at some point and, we'll be here for you when that time comes. But, if you never sell, we also know that by providing you great service today you, and all the other homeowners in our program, will keep us in mind when talking to their friends, relatives and co-workers about their real estate needs. Our relationship with you today will help grow our client portfolio.

This sounds like a scam!

I understand how you feel. Full disclosure, I had the same thought when I first heard about the program - until I had the opportunity to learn more about it. Our Brokerage has been so successful that it's now grown into 15 States and counting and is driven by Licensed, Full-Time Realtors like myself! We are a 5 Star-Rated Brokerage and A+ Accredited by the Better Business Bureau! I'm really proud to be a part of this Team!

Why would I pay you 6% when other realtors charge way less?

We charge the 6 % commission for marketing purposes and the simple fact that we believe the work we put into being your agent is worth it. You are absolutely correct, other companies do and will charge less than us but keep a couple of things in mind: the greater the commission offered to the buyers agent, the more marketable and enticing your home will be to show. Buyers agents put a lot of work into finding the perfect home for their client and want to be compensated. Flat fee and discount listings can, and often do, get over looked by an agent. You should also know about some of what I will provide you as your agent. You will have a full market analysis, professional photos , and signage provided at no additional cost. During the listing period, I will attend every showing, hold open houses to spark interest, and ensure that all contracts, deadlines, and contingencies are completed as seamless as possible for you. That's what I do!

I'm looking to refinance my home - not a loan.

That's perfect because the funds we offer you are not a loan! They are a true incentive! Meaning no repayment or credit check is required.

By the way, many of the homeowners in our program used these funds to assist them with the closing costs associated with their refi's.



Schneider Depo. Ex. 9

That's not enough money!

Agent: How much were you needing?

Client: \$2,000

Agent: Well, here's the great thing! Through our program, I can offer you \$800 with no credit check, no repayment and I can have it ready for you as early as tomorrow. That means that now, instead of searching for a \$2K loan, you only need \$1,200. And, again, the \$800 we offer you requires no repayment!

How do I know you won't take my home or obligate me to sell?

Our agreement clearly states that you own 100% of your home and that our Brokerage is simply being offered the exclusive right to list your home only if, and when, you decide to sell. In fact, when you choose to list your home, we require 10 business days notice, in writing, to prepare - we create a CMA for you at that time to offer you a suggested sales price based on the market conditions and the conditions of your home at the time. We take care of all of the marketing: including signage and professional photography. Then, when you're ready, we would sign a 6 month listing agreement. Furthermore, we're so confident that we'll do a great job that our agreement even offers you the opportunity to list and sell on your own, or with another Brokerage, if we are unable to successfully sell your home within those 6 months.

Exclusive Right to List:

The foundation of our agreement is that the Homeowner agrees to allow MV Realty to be their exclusive Listing Agent if, and when, they decide to sell. However, if the homeowner never sells – nothing happens. The funds are theirs to keep!



What happens when the homeowner is ready to sell?

If, and when, the homeowner decides to sell their home – whether it's in a year, or two, or ten (it's the homeowners decision) - all we ask is that they provide us sufficient notice so that we can prepare.

We take care of all the Marketing required to sell their home, including:

- *Signage
- *Professional Photography

Listing Process:

- Once the homeowner is ready to list, we will visit their home and take pictures so that we can prepare a proper CMA (Comparative Market Analysis).
- We will offer the homeowner a suggested sales price based on the current market conditions and the condition of their home in comparison to similar homes in their neighborhood.



Schneider Depo. Ex. 9



Listing Agreement:

The listing agreement is signed by the MV Realty and the homeowner. The listing agreement is meant to outline the following terms under which the property will be sold.

- Listing period length. Including beginning and end date
- Property facts
- Commission due at closing
- Commission floor we will accept
- Showing instructions and authorization for broker to advertise
- Price and Terms
- Broker relationship

*The homeowner should always keep in mind, the listing agreement expiring or terminating early does NOT cancel out the HBA. They are separate

What if the home doesn't sell in 6 months?



- If, for any reason, we are unable to successfully sell the home within 6 months, the homeowner is free to sell their home on their own, or with another brokerage – as long as the home is listed, and sold, for the same sales price and terms as listed with us.
- We do offer the homeowner a 60 period immediately AFTER the expiration of our listing agreement. Should they go under contract in that initial 60 days, we allow for an additional 60 days in order to close with that SAME buyer. However, keep in mind when it comes time to sell their home, no one is more motivated or going to do a better job than us because we are already invested in them from day one!

What is the term of our agreement?

- The agreement remains in place up to 40 years or until the Homeowner sells their home with us as the Listing Agent - whichever happens first.
- MV Realty will never obligate a homeowner to sell, or even give them a specific timeframe to sell. Therefore, it is stipulated in the agreement that MV will wait up to 40 years for the homeowner to decide to sell but, are under no obligation to either.

Why MV Realty?



- We are a Five (5) Star Rated Brokerage on Zillow! Why is this important? Because Zillow is a third party website that is not affiliated with us - which means that our 5-Star Rating comes directly from reviews that our happy customers consistently, and independently, deliver!
- We are A+ Accredited by the Better Business Bureau (BBB)
- We are, currently, the only Real Estate Brokerage that will invest in their future client without the pressure to sell now, in the future. or ever.
- The funds we offer the homeowner are not a loan and do not require a credit check, repayment or any obligation to sell their home.
- Moving forward, if the homeowner has any Real Estate related questions, they can contact us. Our intention is to establish relationships - therefore, we remain as their #1 Real Estate related resource.



MV REALTY_{LLC}

Thank you for your
time and attention!

INBOUND CALLS

***Inbound call from needs cash (FYI-most leads have received a text or email telling them they have qualified for the loan they requested)**

Me: "Hi, this is (intro as realtor and name) with MV Realty; how can I help you today?"

Client: Realty? I got some text about a loan I qualified for. I wasn't looking for a realtor.

Agent: Its not a loan, but what I can offer you is better than a loan! Let me tell you about how our program works and how much I can get you paid! Are you a homeowner here in Florida?

Client: yes

Me: Ok, just to confirm the property address I have here on file for you as: 12345 Main St., Delray Beach, Florida?

Or I will ask them to provide their address to confirm what we have in the system. Many many many leads will call the hotline, and not all are homeowners.

Client: **confirms address or provides you with 123 main st Delray Beach, Florida 33445.

Agent: Great, so what I can offer you today is our Homeowner Benefit Program! My company has a great marketing promotion for homeowners like yourself, and you've qualified for \$875! I can pay you as soon as today, and all you have to do is agree to use me as your real estate agent IF you ever sold your property. There is no obligation to ever sell; we're just asking for the first opportunity should you ever decide you will.

Client: **asks more questions**

IVR (interactive voice response) - Missed call, lead calling back:

Client: Hello, I had a missed call from this number. What is this about?

Me: Hi, this is Annie with MV Realty! We were just reaching out regarding the homeowner benefit program where my company pays up to \$5000 cash to homeowners to be their realtor in the future if they ever choose to sell their home. Are you a homeowner here in Florida?

***Live transfer from appointment setter or pre-recorded dialer, wants more info:**

Me: Hi, this is (intro as realtor and name) with MV Realty. How can I help you?

Client: yeah, I want to know something about the homeowner program, and you're paying me \$5000? How do I get the \$5000?

Me: yes, you're referring to our homeowner benefit program. My company MV REALTY has a marketing promotion for homeowners like yourself. We pay you money now to represent you as your realtor in the future should you ever choose to sell your property. Are you currently a homeowner?

Client: yes

Me: Ok, All I need from you right now is your home address to let you know exactly how much you qualify for.

Client: 12345 main st, Delray Beach, FL 33445

Me: ok, bear with me one second while I look at my realtor's website for a little more info.

(**I'm actively looking up the address**)

The amount you qualified for is \$1050, and again, it's not a loan; it's better than a loan because there's no repayment on the money we give you. The only obligation on your end would be to use me as your real estate agent should you ever decide to sell your property. Do you have any questions about that part?

Client: how can you afford to pay everyone this much money? Why would I not have to pay it back? No one gives money away for free.

Agent: I'm happy to answer your questions! We can afford to pay you to be your realtor because this is the only way that we advertise ourselves to get business and future clients. Instead of advertising in a traditional way such as mail, billboards, etc., we take those marketing dollars and give them directly to the homeowner. So we're advertising just as any company would, but our way gets you, the homeowner paid! By accepting the money, you're agreeing that, IF you ever sell, you allow MV to be your exclusive listing agent in the sale. Because it's not a loan, we don't pull credit scores, nor is there an interest rate since there is no repayment on the money. We're paying for the opportunity to

represent you and earn commission just as any other traditional brokerage would.. We do not get paid unless we work for you and are successful in selling your property if/when you chose to. Lastly, we're not giving money away for free! Of course, we want something in return. If the time comes that you decide to sell your home, you will then be obligated to give us the first opportunity to be your realtor and allow MV Realty to represent you. If you were ever thinking of selling, you would have dozens of realtors competing for your listing, but only MV Realty can give you money for the opportunity!

HBA CALL SCRIPT TRAINING

**"Selling is not something you do TO someone.
It's something you do FOR someone."
-Zig Ziglar**



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COLD CALLING

What is Cold Calling?

Cold calling is when a Sales Rep initiates a call under the following circumstances:

- ✗ No prior context is set before the call.
- ✗ "Seller first" approach.
- ✗ The success rate is relatively low.

"Success is the sum of small efforts, repeated day in and day out." - Robert Collier



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"The questions you ask
are more important than the things you could ever say."
-Thomas Freese

Warm Calling

WHAT IS WARM CALLING?

**At MV Realty, the leads we
provide are considered
WARM LEADS for the
following reasons:**

- 👍 A prior context is established before the call. MVR accomplishes this by purchasing these leads through 3rd party marketing companies or by acquiring direct inquiries through our Social Media Ads and/or Website.
- 👍 "Customer first" approach. These leads have inquired online about a small loan or to refinance their home.
- 👍 Higher success rate than cold calling. FIND OUT PERCENTAGE!





**High Converting
Missed Call**



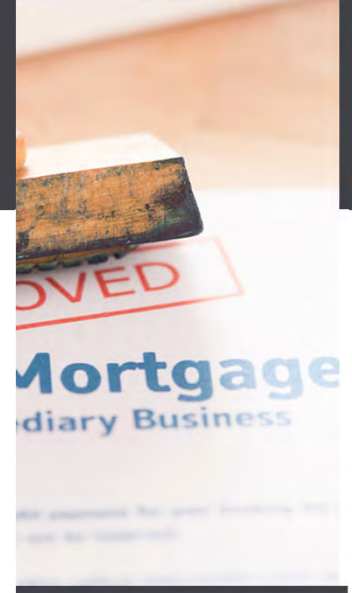
**Our Website:
HomeownerBenefit.com**



**"Needs
Cash"**



**Social
Media &
Our Website**



**Refinance
Leads**

TYPES OF OUTBOUND LEAD SOURCES

Leads come from a variety of different sources!

"It takes months to find a customer...
seconds to lose one. - Vince Lombardi

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"Sales are contingent upon the attitude of the Sales Person - not the attitude of the prospect."

-W. Clement Stone

MORE ABOUT LEAD SOURCES

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▶ High Converting Miss Call

Leads that are calling us back after we have attempted an outreach to them on your behalf.

▶ HomeownerBenefit.com Website

Leads that have visited our website and have completed a form requesting more information.

▶ Needs Cash

Leads that have gone online and filled out a form in search of a small loan.

▶ Social Media

Leads that have found our Social Media Ads Online and want to know more about our HBA Program.

▶ Refinance Leads

Leads that are searching to Refinance their home. Our program could, potentially, work for them if you remind them that they can use our funds to assist with closing costs.





ALL LEADS ARE GREAT!

"Quality performance starts with a positive attitude."
- Jeffrey Gitomer



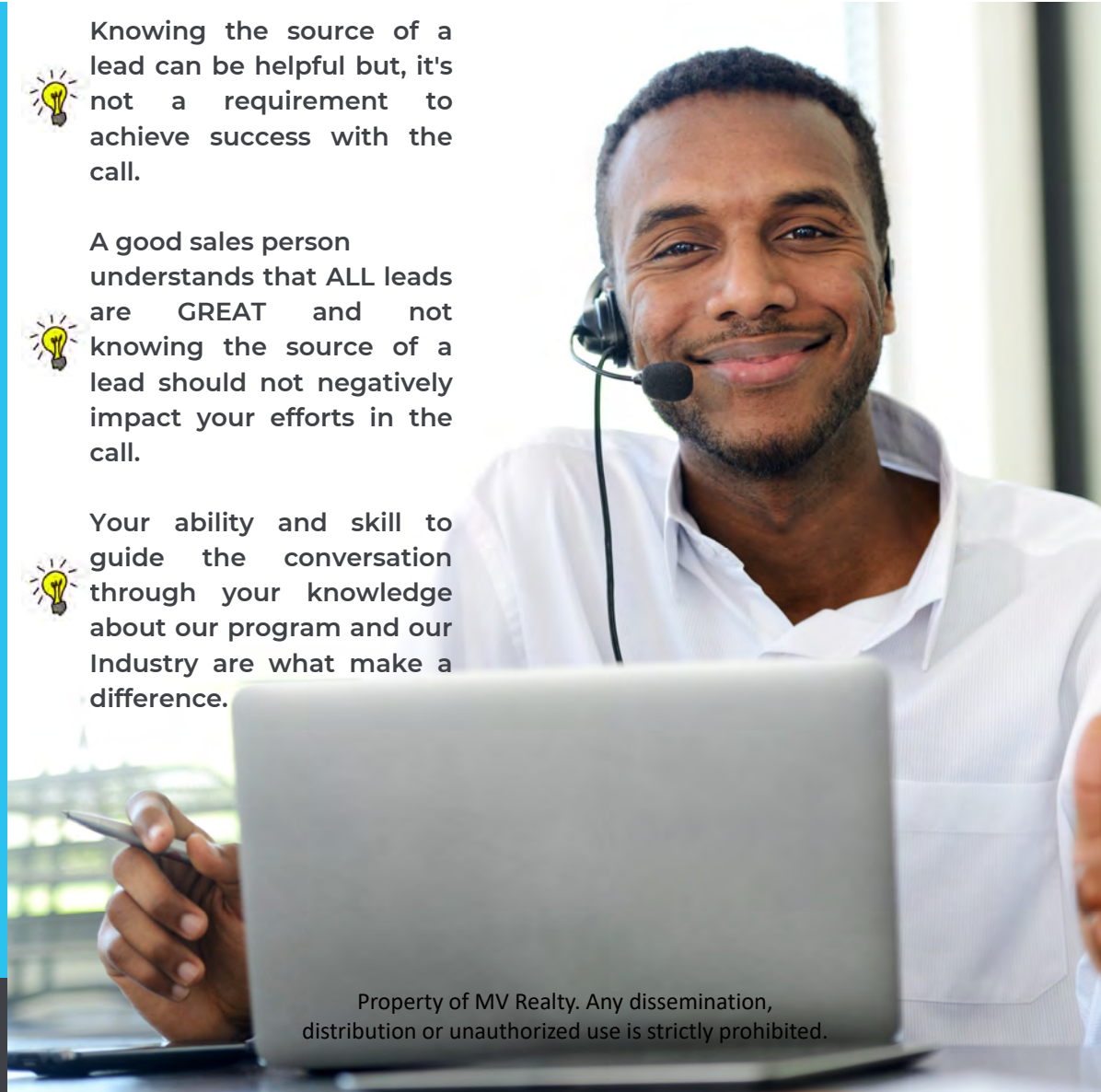
Knowing the source of a lead can be helpful but, it's not a requirement to achieve success with the call.



A good sales person understands that ALL leads are GREAT and not knowing the source of a lead should not negatively impact your efforts in the call.



Your ability and skill to guide the conversation through your knowledge about our program and our Industry are what make a difference.



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What to keep in mind when speaking with homeowners?

- ✓ Most Homeowner have NEVER heard of our HBP before,
- ✓ Your GOAL is to first EDUCATE, then go for the YES!
- ✓ Your complete knowledge and belief in the program matters.
- ✓ How you treat a homeowner and manage the HBA Process is what the Homeowner will assume they can expect when it's time to list their home.



HBA Agent

Your job is to get a homeowner from...



Homeowner



...this, to...



...THIS!

"Sales are contingent upon the attitude of the Sales Person - not the attitude of the prospect."

- W. Clement Stone

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PERFECTING YOUR PITCH

It's more than just words!



Speak **CLEARLY & ENTHUSIASTICALLY!**
Learn to master:
Power, Pace, Pitch
& Pause.

Your body language matters even when you're on the phone.
1. Stand up! 2. Smile!
3. Be Animated!



Master the art of **ACTIVE LISTENING!**
If you listen with the intention of understanding, you will build **TRUST!**

When dialing, it's a numbers game. But, once the person is on the line, **SLOW DOWN!** Now, it's your skill that matters!

Don't just talk about the HBP - talk Real Estate!
Know your Industry!



"Nobody is going to buy from you because you have a quota to meet. They're going to buy from you because they see value in doing so. - Bob Burg

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Inbound Calls

Agent:

Who am I speaking with?

Client:

You called me!
What is this about?

Agent:

Oh, yes! Thank you for calling me back.
I'm reaching out to Homeowners in FL
regarding our HBP. Have you heard of our
program before?

Client:

I have not.

Agent:

Are you a homeowner in FL?

**BEGIN WITH A
UNIVERSAL
SALUTATION:**

**Hi! This is Melinda
with the
Homeowner Benefit
Program!**



"The questions you ask are far more important than the
things you could ever say." - Thomas Freese

Outbound Calls

Agent:

How are you today, Mary?

Client:

I'm good. How are you?

Agent:

I'm great! Thank you so much for
asking - that's so kind of you!

Agent:

Have you heard about our
Homeowner Benefit Program
before?

Client:

I have not.

Agent:

Are you the homeowner at
123 Mainstreet?

ASSUME THE PERSON WHO
ANSWERED IS THE LEAD
YOU WERE CALLING

TAKE CREDIT
FOR MAKING THE
CALL!

ENCOURAGE
INTERACTION
/ CONVERSATION!

LABEL
THE CLIENT!

Best Practices

Introduce yourself by name

Assume the person answered is the Lead you were calling

Provide cash amount immediately

Qualify the lead

Take pauses

Educate the Homeowner on all aspects of our Agreement

Answer questions the person asks

Don't provide objections that the client hasn't offered



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Phone Call Openers



Needs Cash Lead Source

"Hi, this is Sydney with the Homeowner Benefit Program! As the Homeowner of 123 Mainstreet in Delray, I'm able to offer you \$950 today! All you need to do is agree to use me as your Realtor next time you decide you need one."



IMPORTANT TIP:

Identify Clients Name, Address and \$ Amount BEFORE making the call



MV REALTY

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Phone Call Openers

Facebook Lead Source

"Hello, this is Annie with MV. I'm following up on your Facebook Inquiry about our Homeowner Benefit Program. All I need is your home address so that I can tell you how much we can offer you today."

IMPORTANT TIP:

Social Media leads do not include address. You must request it during the call and be ready to quickly provide the offer amount.



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Phone Call Openers

Refinance Leads

"Hello, this is Leibeth with MV Realty. I'm calling to follow up on your recent online inquiry. We're not a mortgage company - we offer something different. With our program, I'm able to offer you \$850 today if you would agree to use our services the next time you need a Realtor."

IMPORTANT TIP:
Have Offer Amount Ready
Before Making the Call.



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Phone Call Openers

Generic Intro for Any Lead Source

"Hi! This is Melinda and I'm a licensed Realtor with MV Realty. I'm calling regarding our **MARKETING PROGRAM** which allows me to offer you \$850 as the homeowner of 123 Main Street. Have you heard of our program before? No? Then let me tell you a little more about our unique program. Are you still the homeowner of 123 Mainstreet?"



IMPORTANT TIP:

The Lead Source can be helpful but, not having a source should not impact your ability to sell the program

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BE STRATEGIC!

"Our GOALS can only be reached through the vehicle of a plan. There is no other route to SUCCESS." - Pablo Picasso




Go for the "NO!"

Do you plan on selling your home anytime soon?

Do you currently have a Realtor that you can trust and go to for advice?

Would your heirs have someone they can trust to be neutral and offer them sound RE advice?



Ask Questions & PAUSE:

Are you the Homeowner of 123 Mainstreet?
Have you heard of our program before?
How long have you owned your home?


The Point is:
Encourage a conversation.
You are not calling to present a monologue!



Be Honest!

We DO NOT give away free money - there is an expectation on both sides.

We do this to establish relationships in the area and grow our client portfolio.



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EDUCATE!

"If you can't explain it simply,
you don't understand it well enough."

- Albert Einstein

There are eight (8) key elements
you should educate every homeowner on:



Exclusive Right to List

40 Year
Term

The Memorandum

3% Cancellation Fee



Homeowner Passes Away

3-Day Rescission Period

The Listing Process

Homeowners Right to List

Click on
each
term to
watch video.



Do not proceed to close a deal if you have not
reviewed these basic elements of the
agreement with the homeowner.




**"Pretend that every single person you meet has a sign around their neck that says:
'Make me feel important.'**

Not only will you succeed in sales, you will succeed in life." - Mary Kay Ash


**Video/Audio
for all HBA topics are in
Sharepoint for your
review**



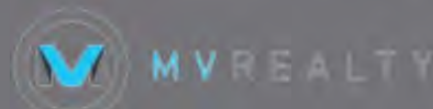

**The Videos are meant for YOUR
review only - to assist in
improving YOUR skills and
knowledge as an HBA Agent. Do
not share these videos with
anyone.**



Stay in your lane!
You are not an attorney. While you must be knowledgeable in these basic terms - if the homeowner requires further interpretation of the agreement, have them review on their own or with an attorney.



**Listen to the videos and
practice sharing these terms
during your education
process with the homeowner.**



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**"You don't close a deal.
You BEGIN a relationship. - Mark Hunter**

CLOSE!

Things to remember:

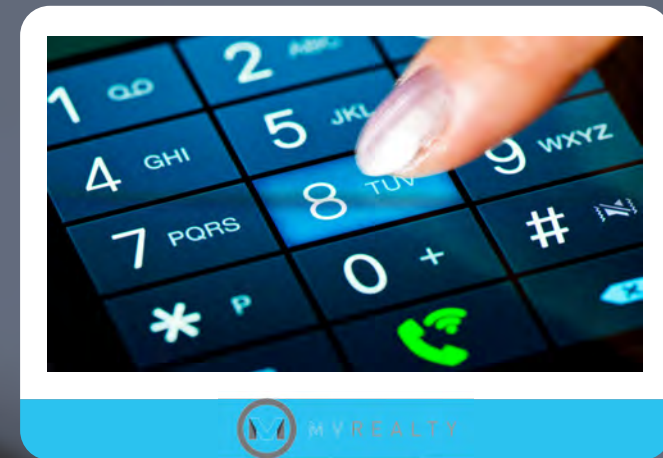
- Take your time EDUCATING the homeowner. This will establish TRUST & ensure a quick signing process.
- Set expectations for payment timelines, the NOTARIES role and YOUR role during the signing process.
- ALWAYS offer a 3-hour window for the appointment time. If that's not possible for the homeowner, then go on to offer alternative times.
- **IMPORTANT REMINDER:** How you treat a homeowner and manage the HBA Process is what the Homeowner will assume they can expect when it's time to list their home.



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DIALING IS A NUMBERS GAME



When attempting to connect with a homeowner, other forms of communication are required to SUPPORT each call attempt.

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CALL ATTEMPT #1:



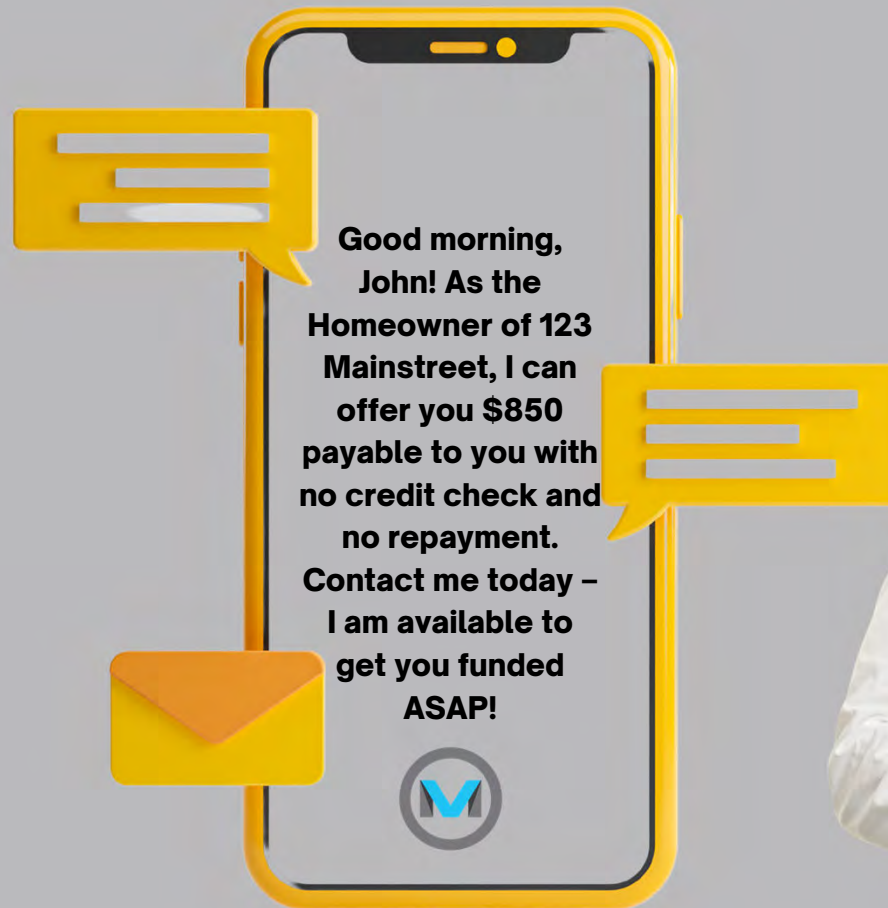
EVERY INITIAL OUTREACH, BEGINS WITH A PHONE CALL

- If the lead doesn't answer your call, remember to send a TEXT message.
 - Here are a few key points to keep in mind when sending out text messages:
 - Be brief.
 - Offer something of VALUE.
 - Avoid mass, generic messages.
 - Don't overdo the messages.
 - Use the right tone, grammar, punctuation and spelling - don't overuse emoji's.
 - Be clear on a call to action.
 - Avoid Industry jargon or specialized terms.



Text Opener Example

IMPORTANT TIP:
Avoid sending long text messages but,
make them personal by including the
clients name, address and offer amount.



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CALL ATTEMPT #2:

● ● ● EVERY INITIAL OUTREACH, BEGINS WITH A PHONE CALL

- If the lead doesn't answer your second call attempt, send an EMAIL message.
 - Here are a few key points to keep in mind when sending Emails:
 - Use engaging subject lines: Answer a question, present data-based insight or "speak" to a pain point.
 - Use non-generic opening lines.
 - An email recipient wants to know what you can do for them; not how wonderful you and the company are.
 - Include a clear call to action and "next step."
 - Timing: what's happening currently and how can you assist?
 - Add VALUE with a follow up email: Don't say "just checking in." But, rather offer an article, an Industry Study or some other resource.



click
here!

[Email Template #1](#)

[Email Template #2](#)

CALL ATTEMPT #3

EVERY INITIAL OUTREACH, BEGINS WITH A PHONE CALL

- If the lead doesn't answer your third call attempt, send a VOICE message message.

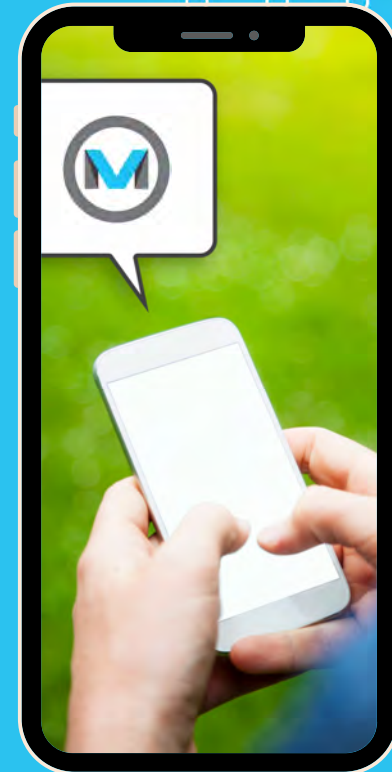
**Here are a few key points to keep in mind
when sending voice messages:**

- The length of the voice msg should be between 20-30 seconds.
- Lead with info relevant to the prospect.
- Make sure the info you provide in the voice mail is different than the email.
- Ask a specific question.
- Voice mails that are left towards the end of the day tend to have better responses.
- Consider splitting your voicemails into two:
 - First vm: Content you offer
 - Second vm: 10 seconds to say: "I missed offering you my contact info. Here it is..."
- Speak slowly

#1



#2



MV REALTY

VOICE MAIL EXAMPLE



Good afternoon Mary! This is Annie, a Licensed Realtor with MV Realty. I'm sending you a text about our program that allows me to offer you cash today! Please call or text me back so that we can discuss the details and get you signed up and funded!



IMPORTANT TIP:
During the first two weeks at MV,
consider VM's to be your
TRAINING TOOL!



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It's NOT an EXACT Science!

**The ONE THING that is MANDATORY to your
SUCCESS is that you MAKE THE CALLS!**

Use the follow up methods in ways that serve you best, based on the responses you receive.



The follow up concepts are meant to be used as a guideline but, not as an exact science. Don't get caught up thinking it must be followed EXACTLY as offered in this presentation.



What matters is that you understand that different people respond to different forms of communication. So, be mindful of that and integrate all forms of follow up communication into your daily practice.



**Minimum *OUTBOUND*
Calls a day:
THIRTY (30)**

30

**Minimum *INBOUND*
Calls a day:
EIGHT (8)**


8

**BEST TIP for *SUCCESS*:
Don't be a
"Minimum Person!"**

100



MVREALTY



COMMON OBJECTIONS & HOW TO ADDRESS THEM

How can you afford to do this?

We're simply redirecting our marketing dollars. Rather than investing our marketing funds towards radio ads, tv commercials and billboards, we've learned that it's best to invest in you – OUR FUTURE CLIENT!



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COMMON OBJECTIONS & HOW TO ADDRESS THEM

**How do you make money if
I never sell?**

We've been extremely successful with our program! We've grown from our Headquarter State in FL to now 33 states and counting! We've learned that, even if you have no plans to sell today, life happens. Most homeowners will decide to sell at some point and, we'll be here for you when that time comes. But, if you never sell, we also know that by providing you great service today you, and all the other homeowners in our program, will keep us in mind when talking to their friends, relatives and co-workers about their real estate needs. Our relationship with you today will help grow our client portfolio.



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COMMON OBJECTIONS & HOW TO ADDRESS THEM

**This sounds like a
scam!**



I'm a Licensed, Full Time, Real Estate Professional and, so are my Colleagues - Real Estate is our livelihood. In fact, our Brokerage has been so successful that it's now grown into 33 States and counting!

We are a 5 Star-Rated Brokerage and I'm very proud to be a part of a Brokerage that has broken the mold of traditional Real Estate and has found a better way of doing business!



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COMMON OBJECTIONS & HOW TO ADDRESS THEM

**Why
would I
pay you
6% when
other
Realtors
charge
way less?**

We charge the 6% commission for marketing purposes and the simple fact that we believe the work we put into being your agent is worth it. Some companies do charge less than us but, keep a couple of things in mind: . You should know that you will have a full market analysis, professional photos, and signage provided at no additional cost. During the listing period, we will offer you Full Service Real Estate Services and ensure that all contracts, deadlines, and contingencies are completed as seamlessly as possible for you. Lastly, we are the ONLY RE Brokerage that will invest in you before you even plan to sell! That's what we do!



COMMON OBJECTIONS & HOW TO ADDRESS THEM

WHAT IF I
JOIN THE
HBA
PROGRAM
AND
LATER
DECIDE TO
USE
ANOTHER
REALTOR
OR SELL
ON MY OWN
(FSBO)?



The foundation of our agreement is that if, or when, you choose to sell your home, you agree to use MV Realty as your Listing Brokerage - this is why we are investing in you today. If, for any reason, you feel you would not be willing to allow us to represent you as your Listing Agent when it comes time to sell your home then, The HBA Program would not be for you. There is a 3% Cancellation Fee tied to this agreement which would be triggered if you do not allow us to represent you as your Listing Agent when you decide it's time to sell your home. Though, I would ask you to consider the advantage of knowing that, joining our HBA Program should offer you peace of mind knowing that, when it comes time to sell your home, no one will do a better job than us because, through our HBA Program, we've already invested in you! In other words, we have what's called "skin in the game" - which puts us on the same team, with the same goal: To sell at the highest price point possible, within the shortest amount of time.



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COMMON OBJECTIONS & HOW TO ADDRESS THEM

I'm looking to refinance my home – not a loan.

That's perfect because the funds we offer you are not a loan. This is better than a loan - it's a true incentive that requires no credit check or repayment.

By the way, many of the homeowners in our program use these funds to assist them with the closing costs associated with their refi's.



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COMMON OBJECTIONS & HOW TO ADDRESS THEM

That's not enough money!

Agent: How much were you needing?

Client: \$2,000

Agent: Well, here's the great thing! Through our program, I can offer you \$800 with no credit check, no repayment and I can have it ready for you as early as tomorrow. That means that now, instead of searching for a \$2K loan, you only need \$1,200. And remember, the \$800 we offer you requires no repayment!



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You are NOT a Telemarketer...



**You are a Real Estate Professional!
More so, yet, you are a Realtor, bound by the Code of Ethics of the
National Association of Realtors (NAR)®**

**Show your value and make sure your clients
understand this difference!**

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Welcome to our MV Family!

We're excited to have you
and we look forward to
experiencing your SUCCESS!

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MV Realty New Agent Orientation

How to Achieve Success!

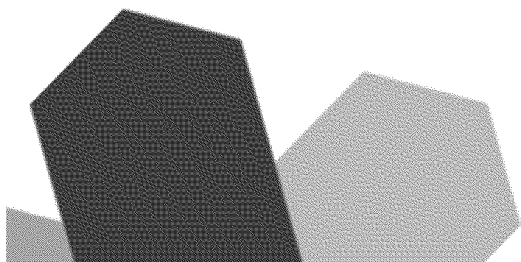
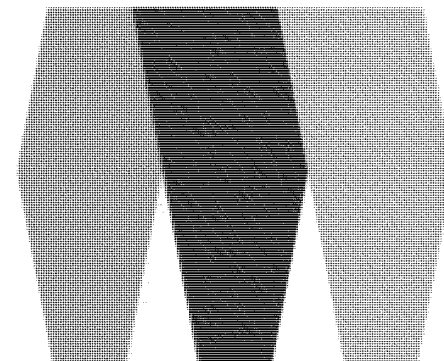


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Ask for referrals!

- About 47% of top performers ask for referrals consistently, versus only 26% of non-top performers.
- Consumers referred by a friend are FOUR (4) times more likely to become a “yes” customer.



What will it take for me to succeed as an HBA Agent?

What is my minimum (required) daily lead claim and work hours?

- 30 Claimed Leads per day
- Monday thru Friday
- 9am – 6pm

• Is this enough to be SUCCESSFUL?

No – it's simply the required minimum work to ensure you retain your DRAW privilege.


• So, how do the TOP MV HBA Agents SUCCEED?

We're so happy you asked... 😊



How many calls are my *SUCCESSFUL* TEAMMATES making in a week?

Agent Summary Snapshot



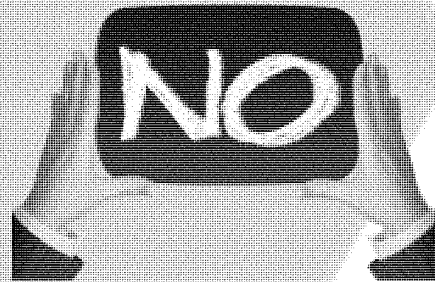
Agent Age	Brokerage	Agent	Day of Agent Start Dt	Claims	Call Attempts	Appt. Created	Net Appts. Created	Signing	Signin Rat
Agent 30-60	MVR - NJ	Gregory Caputo	12/6/21	245	399	14	10	8	80.0%
Agent 90+	MVR - NC	Darryl Cook	8/19/20	166	292	16	16	9	56.3%
	MVR - NJ	Kari Phillips	7/8/20	151	265	6	6	4	66.7%

This is a TRUE Snap Shot Taken from the week of January 17th, 2022.

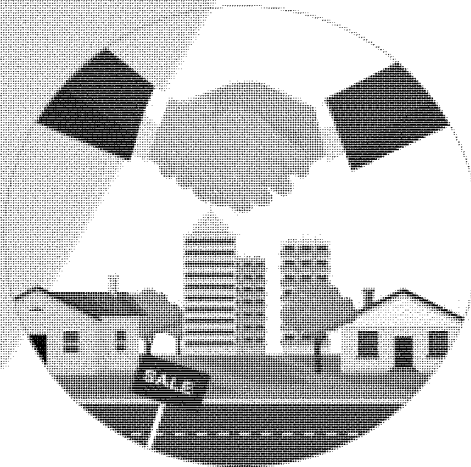
★ **Important to Note:** ★

The success of these agents is not based on ONE (1) week of outbound calls. It is the compound effect of *CONSISTENTLY* making this amount of calls on a weekly basis.

You are NOT a Telemarketer!



**You are a Licensed
Real Estate Professional!**



You are an
EDUCATOR!
Your roll as a
Real Estate
Professional
is to
INFORM, EDUCATE
and provide
EXCELLENT SERVICE
to Homeowners.



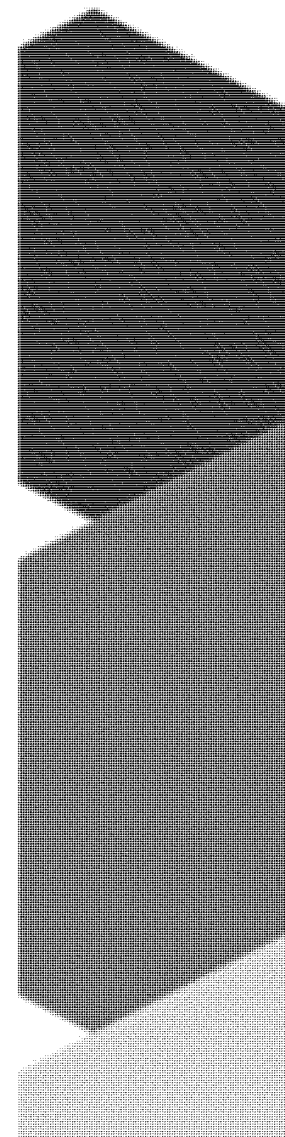
You are now a part of a company that is considered a “disruptor” in our Industry. We are to Real Estate, what Uber was to Taxi’s – and that’s a BIG DEAL!



UBER

You no longer have the concerns that Traditional Real Estate Agents have. MV Realty took care of that for you!

- MV Realty bridged the gap between your desire to succeed and the reality of needing a reliable income and health insurance - while also ensuring your income is NOT capped. You WILL make as much money as you're willing to work for - YOU control your income!
- MV Realty provides you with all the leads.
- You can make a **significant** income without ever leaving your home.
- You can now develop and master the **REQUIRED** skills to become a **SUCCESSFUL** Real Estate Professional, including:
 - **Outbound Calling** – like it, or not, if you do not develop this skill, you will NOT be successful in our Industry.
 - Overcoming your fear of **rejection**.

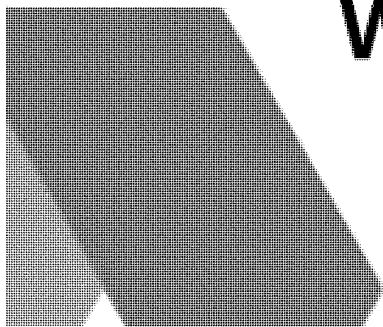


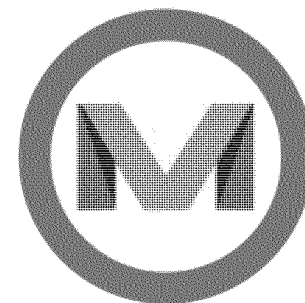
You are now part of a Brokerage
that ensures you will have the
opportunity to become a
Successful **LISTING** Agent!



This will have a **TREMENDOUS**
impact on your Real Estate Career
and Reputation!

We're Happy You're Here!





MV REALTY_{LLC}

**Thank you
for your time
and attention!**

BACKUP SERVICING AGREEMENT

THIS BACKUP SERVICING AGREEMENT, dated as of [●], 2021 (the “Agreement”), by and among MV RECEIVABLES II, LLC, a Florida limited liability company (the “Company”), MV REALTY PBC, LLC, a Florida limited liability company (the “Parent”), each Subsidiary of the Parent listed on the signature pages hereto as an Additional Originator (the “Additional Originators”, and each an “Additional Originator”) and [NAME OF BACKUP SERVICER], a [●] [●], as Backup Servicer (the “Backup Servicer”).

RECITALS

A. The Company, the Parent and each Additional Originator (in their capacity as Servicer, the “Original Servicer”, and each an “Original Servicer”) have originated, and are conducting the servicing, administration and collection of the Receivables they have originated (the “Portfolio”) as contemplated by the Credit Agreement.

B. Each Original Servicer desires that the Backup Servicer perform certain backup servicing duties for the Portfolio in accordance with the terms of this Agreement, and assume the role of Successor Servicer if such Original Servicer is terminated as Servicer for its portion of the Portfolio.

C. The Backup Servicer is willing to perform the backup servicing duties specified herein and to assume the role of Successor Servicer under the terms hereof or otherwise under a replacement servicing agreement, pursuant to the conditions described therein.

In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

ARTICLE I BACKUP SERVICING

Section 1.1 Acceptance of Appointment and Other Matters Relating to Backup Servicer.

(a) The Backup Servicer hereby accepts and agrees to perform the backup servicing duties specified in this Agreement and, after receipt of notice from Monroe that the Original Servicer has resigned or been removed or terminated, agrees to assume the responsibilities and the role of Successor Servicer under the terms hereof by promptly (but no later than 5 (five) days from receiving such notice) executing a new servicing agreement with the Company and Monroe (acceptable in form and substance to Monroe) under which the Backup Servicer agrees to perform the services previously provided by the Original Servicer that are listed on Exhibit A, in exchange for a fee equal to the amounts received by the Original Servicer in its capacity as Servicer, which amount is generally ten percent (10%) of the HBA Proceeds (the date of such assumption of responsibilities, the “Assumption Date”). The Backup Servicer agrees to perform the backup servicing duties specified in this Agreement in accordance with its customary and usual procedures for providing backup servicing for other pools of financial assets similar to the Portfolio and which shall include, without limitation, the ability to download and receive copies

of all Homeowner Benefit Agreements assigned to the Backup Servicer for the Assigned Jurisdictions, safekeeping of the same, the monitoring and enforcement of violations of homeowner Benefit Agreements performed in a manner substantially similar to the Original Servicer and any other activities relating to the servicing duties performed by the Original Servicer.

(b) No later than 3 Business Days after the end of each calendar month, each Original Servicer will deliver to the Backup Servicer a computer tape, make an electronic posting to a password-protected website to which the Backup Servicer has been provided access or provide information in another format, each in a format reasonably acceptable to the Backup Servicer, containing the full copies of the Receivables Files and Records for the Assigned Jurisdictions (“Receivable Documents”). Backup Servicer shall maintain and store the Receivable Documents securely and agrees that any Receivable Documents and information received from the Original Servicer will only be utilized for the purposes set forth in this Agreement and which, at no time, will be utilized by the Backup Servicer for its benefit or for conducting operations or activities similar to that of the Original Servicer. On or before the fifteenth Business Day after receipt of, or access to, the Receivable Documents, the Backup Servicer will deliver to the Original Servicers, Monroe and the Company a notice in the form of Exhibit B to this Agreement certifying that it has received the additional Receivable Documents, it has loaded the information in its data systems, that the Receivable Documents are in an acceptable format and that it is able to begin servicing based on the Receivable Documents received.

(c) Each Original Servicer agrees to provide the Backup Servicer with any information the Backup Servicer may reasonably request.

(d) Each Original Servicer shall reasonably consult with Backup Servicer as may be necessary from time to time for Backup Servicer to perform or carry out its obligations hereunder.

(e) Backup Servicer shall afford Monroe and its employees, accountants and counsel, reasonable access at reasonable times during normal business hours to books, records, documents and other information concerning the conduct and performance of Backup Servicer of its obligations hereunder.

(f) Each Original Servicer shall make available to Backup Servicer at times mutually convenient to the Original Servicers and Backup Servicer from the date hereof the servicing data and servicing records in a computer-readable form relating to the servicing activity of the Portfolio, which records shall contain sufficient data to permit Backup Servicer to assume the duties of the Original Servicers without delay on account of the absence of relevant servicing information.

Section 1.2 Backup Servicing Compensation. As full compensation for its backup servicing activities and other duties hereunder and reimbursement for its expenses, the Backup Servicer is entitled to receive the Backup Servicing Fee on each monthly Settlement Date on or before the termination date of this Agreement pursuant to Section 4.2, payable in arrears.

Section 1.3 Representations, Warranties and Covenants of Backup Servicer.

The Backup Servicer hereby makes the following representations, warranties and covenants:

(i) Organization and Good Standing. It is a [limited liability company][corporation] duly organized, validly existing and in good standing under the laws of the State of [●] and has, in all material respects, full corporate or other power, authority and legal rights to own its properties and conduct its real estate business as such properties are currently owned and as such business is currently conducted, and to execute, deliver and perform its obligations under this Agreement.

(ii) Due Qualification. It is duly qualified to do business and, where necessary, is in good standing as a foreign corporation or other legal entity (or is exempt from such requirements) and has obtained all necessary licenses and approvals (including those specified in Exhibit C hereto) in each jurisdiction where the servicing and tracking of the Portfolio as required by this Agreement requires such qualification, except where the failure to so qualify or obtain licenses or approvals would not have a material adverse effect on its ability to perform its obligations under this Agreement.

(iii) Due Authorization. It has duly authorized, by all necessary action on its part, the execution and delivery of this Agreement and the consummation of the transactions provided for or contemplated by this Agreement, and this Agreement will be executed and delivered by one of its officers who is duly authorized to execute and deliver this Agreement on its behalf.

(iv) No Conflict. Its execution and delivery of this Agreement, its performance of the transactions contemplated by this Agreement and the fulfillment of the terms hereof applicable to it will not conflict with, result in any breach of any of the material terms and provisions of, or constitute (with or without notice or lapse of time or both) a material default under, any material indenture, contract, agreement, mortgage, deed of trust or other instrument to which it is a party or by which it or its properties are bound.

(v) No Violation. Its execution and delivery of this Agreement, its performance of the transactions contemplated by this Agreement and its fulfillment of the terms hereof applicable to it will not conflict with or violate any material law applicable to it.

(vi) No Proceedings. There are no proceedings pending or, to the best of its knowledge, threatened or investigations pending or threatened against it before or by any governmental authority (i) asserting the invalidity of this Agreement, (ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement, (iii) seeking any determination or ruling that, in its reasonable judgment, would materially and adversely affect its performance of its obligations under this Agreement or (iv) seeking any determination or ruling that would materially and adversely affect the validity or enforceability of this Agreement.

(vii) All Consents Required. All material authorizations, consents, orders, approvals, licenses or other actions of any governmental authority required to be obtained or effected by it in connection with its execution and delivery of this Agreement, its performance

of the transactions contemplated by this Agreement and the fulfillment of the terms hereof applicable to it have been duly obtained or effected and are in full force and effect.

(viii) Enforceability. This Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereinafter in effect affecting the enforcement of creditors' rights and except as such enforceability may be limited by general principles of equity (whether considered in a proceeding at law or in equity).

(ix) Compliance with Requirements of Law. It will duly satisfy all obligations on its part to be fulfilled under or in connection with the Portfolio, will maintain in effect all qualifications required under requirements of law (including those specified in Exhibit C hereto) in order to service properly the Portfolio and will comply in all material respects with all requirements of law in connection with its obligations under this Agreement, the failure to comply with which would have a material adverse effect on the obligations of the transactions contemplated hereof.

The Backup Servicer agrees that the representations and warranties made under this agreement will also be made as of the Assumption Date.

ARTICLE II OTHER MATTERS RELATING TO BACKUP SERVICER

Section 2.1 Liability of Backup Servicer. The Backup Servicer will be liable under this Article III only to the extent of the obligations specifically undertaken by the Backup Servicer in its capacity as Backup Servicer and as otherwise provided in Section 2.3.

Section 2.2 Limitation on Liability of Backup Servicer and Others.

(a) Subject to Section 3.1, neither the Backup Servicer nor any of its members, directors, shareholders, officers, employees or agents will be under any liability to the Original Servicers, Monroe, or any other Person for any action taken or for refraining from the taking of any action in the capacity as Backup Servicer under this Agreement whether arising from express or implied duties under this Agreement; provided, however, that this provision does not protect the Backup Servicer against any liability that would otherwise be imposed by reason of (i) negligence in the performance of its duties or obligations hereunder, (ii) the breach of this Agreement by the Backup Servicer, or (iii) any failure of the representations and warranties made by the Backup Servicer hereunder or in connection herewith to be true and correct in all material respects when made or deemed made. The Backup Servicer and any of its members, directors, shareholders, officers, employees or agents may rely in good faith on any document of any kind prima facie properly executed and submitted by any person respecting any matters arising hereunder. The Backup Servicer will not be under any obligation to appear in, prosecute or defend any legal action which is not incidental to its servicing responsibilities hereunder and that in its reasonable opinion may involve it in any expense or liability.

(b) The Backup Servicer will not be liable for any obligation of any Original Servicer contained in this Agreement or for any errors of the Original Servicer contained in any

computer record, certificate or other data or document delivered to the Backup Servicer hereunder or on which the Backup Servicer must rely in order to perform its obligations hereunder, and Monroe or any other Person will look only to the Original Servicer to perform such obligations. The Backup Servicer will have no responsibility and will not be in default hereunder or incur any liability for any failure, error, malfunction or any delay in carrying out any of its duties under this Agreement if such failure or delay results from the Backup Servicer acting in accordance with information prepared or supplied by any Person other than the Backup Servicer or the failure of any such other Person to prepare or provide such information.

(c) The Backup Servicer offers no representations concerning, and shall have no liability hereunder with respect to, the collectability, enforceability or other characteristics of the Portfolio.

(d) In no event shall the Backup Servicer in its capacity as Backup Servicer have any liability for any indirect, consequential or punitive damages (including, but not limited to, loss of profit) irrespective of whether the Backup Servicer has been advised of the likelihood of such loss or damage and regardless of the form of action.

(e) The Backup Servicer may conclusively rely on, and shall be fully protected in acting upon, the contents of any electronic file prepared by any Original Servicer, and any certificate, instrument, opinion, notice, letter, telegram or other document delivered to it and that in good faith it reasonably believes to be genuine and that has been signed by the proper party or parties. The Backup Servicer may rely conclusively on and shall be fully protected in acting upon the written instructions of any designated officer of the parties to this Agreement.

(f) (f) The Backup Servicer may consult counsel reasonably satisfactory to it and the written advice or opinion of such counsel shall be full and complete authorization and protection from liability in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with such written advice or opinion of such counsel.

Section 2.3 Indemnification.

(a) Notwithstanding Section 2.3 to the contrary, the Backup Servicer will indemnify each of the Original Servicers, Monroe and their respective directors, officers, employees and agents from and against any and all loss, liability, claim, expense, damage or injury suffered or sustained thereby by reason of (i) the breach of this Agreement by the Backup Servicer, (ii) the Backup Servicer's failure to comply with requirements of applicable federal, state and local laws and regulations, in performing its duties hereunder, (iii) the negligence of the Backup Servicer in the performance of its duties and/or obligations under this Agreement or (iv) any failure of the representations and warranties made by the Backup Servicer hereunder or in connection herewith to be true and correct in all material respects when made or deemed made.

(b) The Backup Servicer's obligations under this Section 2.3 will survive the termination of this Agreement and the Company as well as the resignation or removal of the Backup Servicer.

Section 2.4 Confidential Information. The Backup Servicer will preserve the confidentiality of, and not disclose (and not use except in connection with this Agreement), any

non-public information obtained by it in connection with its performance of its responsibilities hereunder, including the names and addresses of homeowners and the fact that they have entered into Homeowner Benefit Agreements; provided, however, that nothing herein shall prevent the Backup Servicer from disclosing such information to (a) the Backup Servicer's directors, officers, employees, agents, subservicers and professional consultants in connection with the Backup Servicer's obligations under this Agreement, (b) any federal or state regulatory agency having jurisdiction over the Backup Servicer, (c) any federal or state regulatory agency or governmental authority to which such disclosure is required (1) to effect compliance with any law, rule, regulation or order applicable to the Backup Servicer, (2) in response to any subpoena or legal process, (3) in connection with any litigation or adversary proceedings to which the Backup Servicer or any other party hereto is a party, or (4) as required to execute and administer this Agreement or (d) to the extent such information becomes public through no act or fault of the Backup Servicer. This Section 3.4 shall survive the termination of this Agreement or the removal or resignation of the Backup Servicer.

Section 2.5 Backup Servicer Certification. The Backup Servicer, at its own expense, will deliver to Monroe, on or before 15th (fifteenth) of each calendar year (beginning in 2022), an officer's certificate stating that: (a) a review of the Backup Servicer's performance under this Agreement during the immediately preceding calendar year has been made under such officer's supervision, and (b) to the best of such officer's knowledge, based on such review, the Backup Servicer has fulfilled all its obligations under this Agreement for the immediately preceding calendar year, or, if there has been any default in the fulfillment of all such obligations, specifying each such default known to such officer and the nature and status thereof including the steps being taken by the Backup Servicer to remedy such default.

ARTICLE III TERMINATION

Section 3.1 Termination of Backup Servicer.

(a) Monroe and the Company may terminate all of the rights and obligations of the Backup Servicer under this Agreement (a) upon a material breach of any of the representations, warranties, covenants or obligations of the Backup Servicer contained in this Agreement or (b) upon the occurrence of an Insolvency Event with respect to the Backup Servicer or (c) upon sixty (60) days advance notice. Upon the termination of the Backup Servicer, the Company will appoint a successor backup servicer.

(b) Backup Servicer may resign as Backup Servicer and terminate this Agreement upon ninety (90) days advance notice. Upon the Backup Servicer's resignation, the Company will appoint a successor backup servicer.

(c) The terminated (or resigning) Backup Servicer agrees to cooperate with any successor Backup Servicer appointed by the Company in effecting the transfer of the responsibilities and rights of the terminated Backup Servicer under this Agreement, including the delivery to the successor Backup Servicer of all documents, records and electronic information related to the Portfolio in the possession of the terminated Backup Servicer.

Section 3.2 Termination of Agreement. This Agreement and the respective obligations and responsibilities of the Original Servicer and the Backup Servicer under this Agreement will terminate, except with respect to the duties described in Section 3.4 and 4.1, on the earliest to occur of (a) the termination or resignation of the Backup Servicer hereunder, (b) Backup Servicer becoming a Successor Servicer pursuant to Section 2 and (c) the payment in full of all amounts outstanding under the Credit Agreement.

ARTICLE IV STATEMENT OF AGREEMENT

Definitions

Section 4.1 Definitions. Whenever used in this Agreement, the following words and phrases have the following meanings.

“Assigned Jurisdictions” means **[insert states/cities for which Backup Servicer has agreed to act.]**.

“Backup Servicing Fee” shall mean, with respect to each Settlement Date (as defined in the Credit Agreement), the sum of (a) \$_____ [INSERT MONTHLY SERVICING FEE] plus (b) the Backup Servicer’s reasonable out of pocket expenses incurred in connection with providing the services hereunder, including any unpaid Backup Servicing Fees for prior months.

“Credit Agreement” means that certain Credit Agreement dated as of July 28, 2021 (as it may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof), among the Company, the Additional Originators, the Parent, MV Realty Holdings, LLC, a Florida limited liability company (“Holdings”), Monroe, as Administrative Agent (in such capacity, the “Administrative Agent”), Collateral Agent (in such capacity, the “Collateral Agent”) and the Lenders party thereto

“HBA Proceeds” means all amounts paid or received on account of or as a result of any Homeowner Benefit Agreement, including all proceeds from any related Sale Transaction, the applicable broker/agent commissions payable, amounts paid in lieu of such commissions and any amounts payable by any homeowner as a result of the termination or breach of any Home Benefit Agreement.

“Homeowner Benefit Agreement” means an agreement pursuant to which, among other things, an Originator makes an advance in exchange for the right of the Originator to serve as the Homeowner’s real estate listing agent upon a sale transaction and the related HBA Proceeds.

“Insolvency Event” means (a) the Backup Servicer becoming insolvent, (b) the Backup Servicer admitting in writing its inability to pay its debt generally, (c) a voluntary or involuntary petition under the Federal bankruptcy laws being filed by or against Backup Servicer and, in the case of an involuntary filing, the petition is not dismissed prior to entry of an order for relief or (d) the Backup Servicer becoming subject to an Insolvency Proceeding.

“Monroe” means Monroe Capital Management Advisors, LLC, as Agent under the Credit Agreement,

“Portfolio” has the meaning provided therefore in the recitals to this Agreement.

“Servicer” means initially for any Receivable, the applicable Original Servicer and, after the removal, resignation or termination of the Original Servicer pursuant to the Credit Agreement or otherwise, the Successor Servicer.

“Successor Servicer” means, for any Receivable, such Person who shall become the servicer for the Portfolio pursuant hereto or under a new servicing agreement under which such Person agrees to perform the services previously provided by the previous Servicer under the Credit Agreement.

ARTICLE V MISCELLANEOUS PROVISIONS

Section 5.1 Amendment.

(a) This Agreement may be amended from time to time by the Original Servicers, Monroe and the Backup Servicer, by a written instrument signed by each of them, to cure any ambiguity, or to correct or supplement any provisions in this Agreement.

(b) This Agreement may be amended from time to time by the Original Servicers, Monroe and the Backup Servicer.

Section 5.2 Governing Law.(a) THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

(b) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY HERETO (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.2.

(c) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY NEW YORK STATE COURT SITTING IN NEW YORK CITY OR FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR

PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND EACH SUCH PERSON HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK COURT SITTING IN NEW YORK CITY OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT SITTING IN THE SOUTHERN DISTRICT OF NEW YORK. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

Section 5.3 Notices. Any request, demand, authorization, direction, notice, consent, waiver or act of any party hereto or other documents provided or permitted by this Agreement shall be in writing to and mailed, return receipt requested, hand delivered, sent by overnight courier service guaranteeing next day delivery or by facsimile or telecopy in legible form to the respective parties at their respective addresses as follows: (i) in the case of the Company, 219 Dixie Blvd, Delray Beach, FL 33444, (ii) in the case of the Original Servicers, 219 Dixie Blvd, Delray Beach, FL 33444, (iii) in the case of the Backup Servicer, [NAME OF BACKUP SERVICER], _____ and (iv) in the case of Monroe, Joe Valickus; or, as to each party, at such other address as may be designated by such party in a written notice to each other party. Delivery of any request, demand, authorization, direction, notice, consent, waiver or act of any party hereto or other documents made as provided in this Section 5.3 will be deemed effective: (i) if in writing and delivered in person or by overnight courier service, on the date it is delivered; (ii) if sent by facsimile transmission, on the date that transmission is received by the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine); and (iii) if sent by mail, on the date that mail is delivered or its delivery is attempted; in each case, unless the date of that delivery (or attempted delivery) or that receipt, as applicable, is not a business day or that communication is delivered (or attempted) or received, as applicable, after the close of business on a business day, in which case that communication shall be deemed given and effective on the first following day that is a business day. Where this Agreement provides for notice in any manner, such notice may be waived in writing by any person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice.

Section 5.4 Severability of Provisions. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 5.5 Further Assurances. The Backup Servicer and each Original Servicer agrees to do and perform, from time to time, any and all acts and to execute any and all further instruments required or reasonably requested by the Company or Monroe in order to effect more fully the purposes of this Agreement.

Section 5.6 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Company or Monroe, any right, remedy, power or privilege under this Agreement will operate as a waiver thereof; nor will any single or partial exercise of any right,

remedy, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges provided under this Agreement are cumulative and not exhaustive of any rights, remedies, powers and privileges provided by law.

Section 5.7 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 5.8 Successors and Assigns. All rights, covenants, obligations, remedies and agreements contained herein shall be binding upon, and inure to the benefit of, each party hereto and their respective successors and permitted assigns, all as herein provided. Any request, notice, direction, consent, waiver or other instrument or action by any party hereto shall bind the successors and assigns of such party.

Section 5.9 Merger and Integration. Except as specifically stated otherwise herein, this Agreement sets forth the entire understanding of the parties relating to the subject matter hereof, and all prior understandings, written or oral, are superseded by this Agreement. This Agreement may not be modified, amended, waived, or supplemented except as provided herein.

Section 5.10 Headings. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 5.11 Third Party Beneficiary. Monroe is a third-party beneficiary to this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.

Section 5.12 Limited Recourse; Non-Petition.

(a) The Backup Servicer acknowledges that no recourse may be had by it against the Company, the Original Servicers, Monroe or any Affiliate thereof or any of their assets, except as may be expressly set forth or contemplated in this Agreement.

(b) The provisions of this Section 5.11 shall survive the termination of this Agreement for any reason whatsoever.

[Remainder of Page Intentionally Left Blank]

In Witness Whereof, the Company, the Servicer and the Backup Servicer have caused this Backup Servicing Agreement to be duly executed by their respective duly authorized officers, all as of the day and year first above written.

MV RECEIVABLES II, LLC

By: _____
Name: Antony Mitchell
Title: President

[NAME OF BACKUP SERVICER]
as Backup Servicer

By: _____
Name: _____
Title: _____

MV REALTY PBC, LLC
as Original Servicer¹

By: _____
Name: Antony Mitchell
Title: CEO

Exhibit A

Services, Terms and Conditions as Successor Servicer

1. Use software or other electronic means to monitor the portfolio for homeowner defaults (i.e., unapproved listings with other brokers, for sale by owner offerings, transfers of ownership interests, foreclosures, judgment, tax liens).
2. List and market properties for sale in accordance with the Homeowner Benefit Agreements.
3. Remit proceeds from broker's commission (other than 10% retention) in accordance with the Credit Agreement as directed by the Agent.
4. Engage third parties as reasonably required to protect the Borrower's rights in Homeowner Benefit Agreements subject to homeowner defaults and to recover for such violations.

Exhibit B

Form of Backup Servicer Notice

[Backup Servicer]

[address]

[date]

MV RECEIVABLES II, LLC
219 Dixie Blvd, Delray Beach, FL 33444

MV REALTY PBC, LLC
219 Dixie Blvd, Delray Beach, FL 33444

MONROE CAPITAL MANAGEMENT ADVISORS, LLC
311 South Wacker Drive, Suite 6400, Chicago, IL 60606

MV RECEIVABLES II, LLC

Re:

Reference is made to the Backup Servicing Agreement, dated as of [●], 2021, by and among MV RECEIVABLES II, LLC, a Florida limited liability company (the “Company”), MONROE CAPITAL MANAGEMENT ADVISORS, LLC (“Monroe”), MV REALTY PBC, LLC, a Florida limited liability company (the “Parent”), each Subsidiary of the Parent listed on the signature pages hereto as an Additional Originator (the “Additional Originators”, and each an “Additional Originator”) and [NAME OF BACKUP SERVICER], a [●][●], as Backup Servicer (the “Backup Servicer”). Capitalized terms used but not defined herein have the meanings specified in the Agreement.

Pursuant to Section 2.1(b) of the Agreement, the Backup Servicer confirms that it has received and maintains copies of the Receivable Documents set forth on Exhibit “A” attached hereto (without duplication for Receivable Documents for which notice has previously been provided), it has loaded the information in its data systems, that the Receivable Documents are in an acceptable format and that it is able to begin servicing based on the Receivable Documents received.

Very truly yours,

[NAME OF BACKUP SERVICER]
as Backup Servicer

By: _____
Name:
Title:

Exhibit C
Regulatory Items²