

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

OHIO DEPARTMENT OF	:	
COMMERCE, DIVISION OF REAL	:	
ESTATE AND PROFESSIONAL	:	
LICENSING	:	Case No.
6606 Tussing Road	:	
Reynoldsburg, Ohio 43068	:	Judge
	:	
Plaintiff,	:	
	:	
-vs-	:	
	:	
AMANDA ZACHMAN	:	
219 Dixie Blvd.	:	
Delray Beach, FL 33444	:	
	:	
AND	:	
	:	
MV REALTY OF OHIO, LLC	:	
c/o CT CORPORATION SYSTEM,	:	
STATUTORY AGENT	:	
4400 Easton Commons Way, STE 125	:	
Columbus, OH 43219	:	
	:	
AND	:	
	:	
DIANA REMAR	:	
6172 Cabrini Lane	:	
Seven Hills, OH 44131	:	
	:	
Defendants.	:	

COMPLAINT FOR PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF

Now comes the Plaintiff, the Division of Real Estate and Professional Licensing, Ohio Department of Commerce (“Division”), by and through counsel, and asserts as follows:

1. The Division is an administrative agency empowered to regulate the profession of real estate in Ohio in accordance with R.C. Chapter 4735, including the regulation of real estate brokers and salespersons. See R.C. 4735.01(A), (C).

2. Defendant Amanda Zachman (“Ms. Zachman”) is an individual who resides at 219 Dixie Boulevard, Delray Beach, Florida 33444. Ms. Zachman is not licensed as a real estate broker or salesperson in Ohio, nor has she ever held a real estate broker or salesperson license in Ohio. Ms. Zachman is the founder and CSO of MV Realty. (Exhibit A)

3. Defendant MV Realty of Ohio, LLC (MV Realty) is a limited liability company actively registered with the Ohio Secretary of State for the purpose of providing real estate brokerage services. CT Corporation Systems is the registered agent for MV Realty. MV Realty is presently licensed with the Division as a real estate brokerage pursuant to R.C. 4735.06. (Exhibit B)

4. Defendant Diana Remar (Ms. Remar) is an individual who resides at 6172 Cabrini Lane, Seven Hills, Ohio 44131. Ms. Remar is the principal broker for MV Realty and is licensed as a real estate broker in Ohio pursuant to R.C. 4735.08. (Exhibit C)

5. Venue is proper in this Court pursuant to Civ.R. 3(C)(3), 3(C)(6), and 3(C)(7).

6. In accordance with R.C. 4735.02(A), no person, partnership, association, limited liability company, limited liability partnership, or corporation shall act as a real estate broker or real estate salesperson, or advertise or assume to act as such, without first being licensed as provided in Chapter 4735.

7. Upon information and belief, Ms. Zachman, working on behalf of MV Realty, routinely offers, signs, and executes contracts to homeowners in Ohio, which are referred to as Homeowner Benefit Agreements (“HBA”). (Exhibit D)

8. Ms. Zachman, Ms. Remar, and MV Realty (collectively, “Defendants”) offer homeowners \$300-\$5,000 cash as a “loan alternative” but without requiring homeowners to take out a loan. In exchange, homeowners enter into a Homeowner Benefit Program (“HBP”) which includes signing a contract, the HBA, that requires consumers to use MV Realty as their exclusive real estate listing broker for a period of time. During the term of the HBP, if the homeowner lists the property for sale but does not use MV Realty as its listing broker, or if the home is foreclosed upon, the homeowner’s heirs try to sell the home, or homeowners simply wish to cancel the deal, Defendants will seek to be paid 3% of the property’s value, a value that, pursuant to the terms of the HBA, is determined by Defendants. (Exhibit D)

9. The HBP and HBA are misleading and confusing to homeowners.

10. This HBA agreement mirrors an exclusive right to list agreement and an agency agreement, both of which are governed by R.C. Chapter 4735. The HBP contracts omit information and language mandated by R.C. Chapter 4735, including the name of the agent to be used, the required fair housing language, the required anti-blockbusting language, a clear statement for the expiration of the agreement, and a clear statement of representation as required by R.C. 4735.51-4735.75.

11. Defendants are taking out liens on homeowners properties who enter into these deceptive agreements by filing a memorandum of MVR Homeowner Benefit Agreement with the county recorder associated with each property. This memorandum

states that it is an exclusive right to list agreement that binds the property owner and his/her successors in interest to title to the property to the terms of the HBA. (Exhibit E)

12. Defendants are engaging in the illegal practice of real estate by securing contracts with homeowners that do not comply with R.C. 4735.

13. By securing exclusive right to list agreements without an Ohio real estate license, Defendant Zachman is engaging in the illegal practice of real estate.

14. Upon information and belief, Ms. Zachman, through Ms. Remar and MV Realty, continues to offer and provide real estate services in Ohio without an Ohio license as required by R.C. 4735.02.

15. Upon information and belief, Defendants continue to offer real estate agreements that are not statutorily compliant with R.C. 4735.51-4735.75.

COUNT ONE: PRELIMINARY AND PERMANENT INJUNCTION

16. R.C. 4735.51-4735.75 sets forth the necessary requirements for real estate agency agreements, such as fair housing language, anti-blockbusting language, a definite end date, and a clear statement of representation.

17. R.C. 4735.02 prohibits the unlicensed practice of real estate.

18. Pursuant to R.C. 4735.03 and R.C. 4735.05(C)(2), the Superintendent of the Division is authorized to apply for an injunction based upon any violation of R.C. Chapter 4735, including violations of R.C. 4735.02(A).

19. Based upon the information obtained from the Division's investigations, Ms. Zachman, MV Realty, and Ms. Remar have violated R.C. 4735.51-4735.75 by entering into agency and exclusive right to list agreements with various homeowners throughout the

State, which are lacking required statutory language and thus noncompliant with R.C. Chapter 4735.

20. Based upon the information obtained from the Division's investigations, Ms. Zachman has violated 4735.02 by engaging in the unlicensed practice of real estate in Ohio.

21. Based upon the information obtained from the Division's investigations, MV Realty and Ms. Remar have violated 4735.02 by allowing Ms. Zachman to engage in the unlicensed practice of real estate through their brokerage.

22. In order to avoid immediate and irreparable harm to the general public, it is necessary for Ms. Zachman, MV Realty, and Ms. Remar to be restrained by this Court from providing real estate services that are not in accordance with Ohio law and in violation of R.C. Chapter 4735.

23. The Division has a strong likelihood of success on the merits.

24. The Division has no adequate remedy at law.

25. The issuance of a preliminary and/or permanent injunction will not harm any third parties.

26. The issuance of a preliminary and/or permanent injunction will serve the public interest. As detailed above, the legislature has prohibited the unlicensed practice of real estate in Ohio. Moreover, the HBAs executed by the Defendants are confusing and contrary to law, and as such are injurious to homeowners' property rights. Thus, an injunction is necessary to protect the public interest.

WHEREFORE, the Superintendent requests this Court issue a preliminary and permanent injunction restraining Ms. Zachman, MV Realty, and Ms. Remar from engaging in the unlicensed practice of real estate. The Superintendent also requests this Court enjoin Ms. Zachman, MV Realty, and Ms. Remar from executing agency agreements not in accordance with Ohio law, and any such further relief as the Court may deem just and proper.

Respectfully submitted,

DAVE YOST (0056290)
Attorney General of Ohio

/s/Charles W. Carter, Jr.
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*Counsel for Plaintiff, Division of Real Estate
and Professional Licensing, Ohio
Department of Commerce*

About

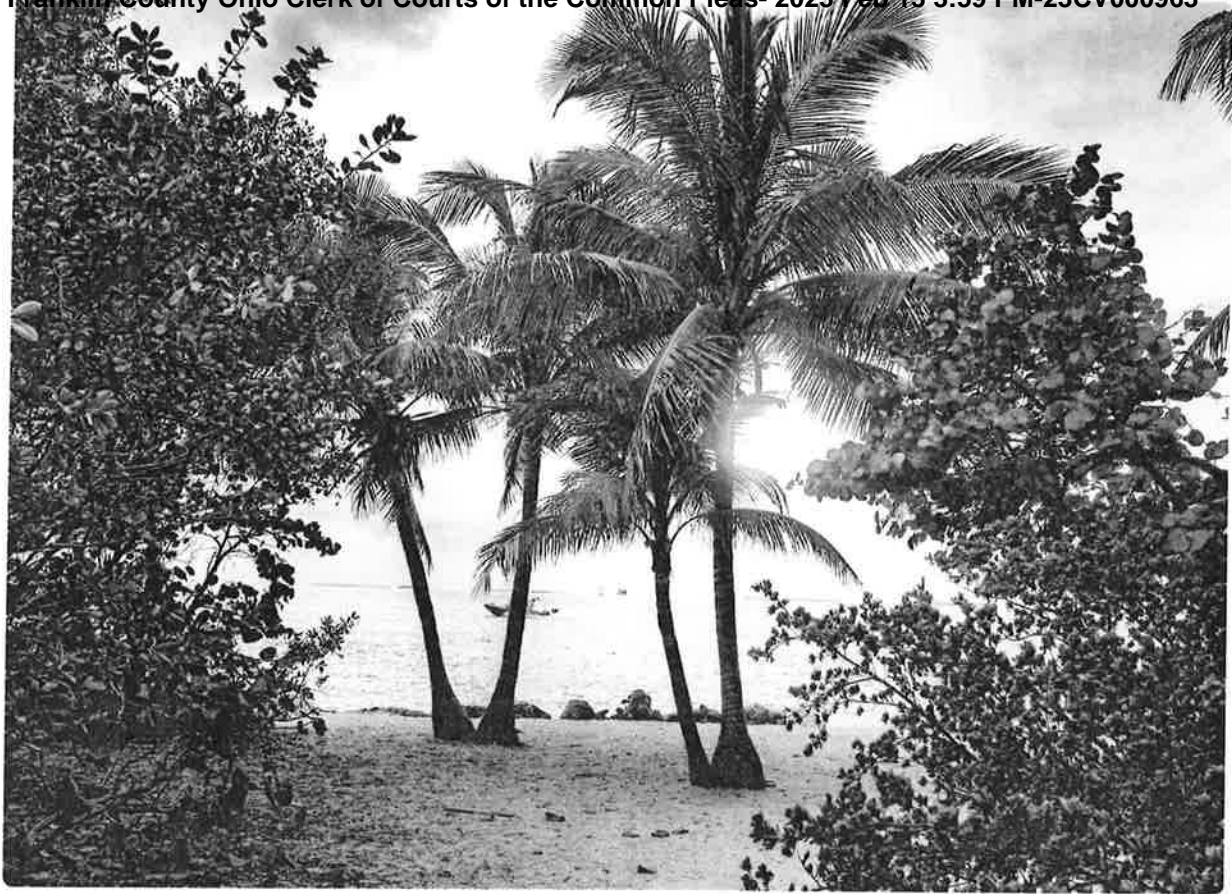
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About Us

MV Realty

MV Realty is a real estate brokerage created by seasoned, technologically savvy, real-estate professionals to meet the needs of the modern broker, buyer, and seller. Our company provides an efficient, smart way to conduct real estate transactions, to ensure satisfaction to our consumer. We leverage data from more than just the MLS – we tap into detailed financial and property data, and utilize the latest mapping and search tools to help connect people with the properties they truly want. At MV Realty, we believe it's time for the real estate community to simply work smarter.

Looking for Something Different? We Were Too. MV Realty is changing the world of real estate with the Homeowner Benefit Program®. We're building lifelong relationships with clients through our innovative loyalty program, and offering support and guidance every step of the way.



Executive Team



Founder/CSO - Amanda Zachman

Amanda Zachman is an entrepreneur, business leader, and mom of 3 with more than 12 years of experience in the real estate industry. In 2014, Zachman founded MV Realty, a disruptive tech-focused real estate brokerage and proptech firm dedicated to meeting the needs of the modern broker, home buyer, and home seller. She is also part of the team that developed the company's innovative Homeowner Benefit Program®, which pays homeowners a cash payment in exchange for agreeing to use MV Realty as its real estate agency, should they ever choose to sell their home. In 2017, Zachman arranged the signing of the first Homeowner Benefit agreement in Florida.

Under Amanda's leadership, the rapid evolution of MV Realty has generated significant traction in a brief period. The company's Homeowner Benefit Program has grown from 7,778 contracts in 2021 to 32,000 as of August 2022. MV now averages 3,480 new HBP contracts a month and is on track to expand its portfolio to over 100,000 over the next 12 months. It is increasing the minimum future listing commission value from \$55 million to \$288 million. It is projected to reach +425 million worth by December 2022. MV Realty has grown from 75 to 500+ agents in 33 states and is expected to have 800+ agents by December 2022.

Zachman manages the company's real estate and legal departments, overseeing all real estate transactions, supervising principal brokers, and spearheading the expansion of the Homeowner Benefit Program across 33 states. She also devotes much of her time to raising awareness of the company's mission and offerings on a local, regional, and national level.

Previously, Zachman was a realtor with Berkshire Hathaway Florida Realty and Coldwell Realty. Earlier in her career, she worked in TV production in various roles. Zachman is an active National Association of Realtors member and a licensed broker in Florida, Georgia, Illinois, Massachusetts, Pennsylvania, and Connecticut. She studied musical theater at The American Musical and Dance Academy in New York. Subsequently, she moved to Florida: Today, she resides in Boca Raton with her husband Michael and their two children, with one on the way, Madison and Ford. She enjoys Pilates, watching movies, and traveling in her spare time.



CEO – Tony Mitchell

Tony (Antony) Mitchell is a specialty financial services and turnaround specialist with more than 30 years' experience in developing and growing organizations focused on alternative financial asset classes. During his career, he helped pioneer, develop, institutionalize and raise money for new asset classes for companies marketing structured settlements for lottery and litigation award recipients, annuities and life settlements.

He joined MV Realty in 2018 in order to help the company expand market penetration of its novel Homeowner Benefit Program® which provides homeowners with a cash payment in exchange for agreeing to use MV Realty as its real estate agency, should they ever choose to sell their home. Mitchell views the company as a proptech real estate organization with plans to leverage its technology platform to attract agents and consumers and grow nationwide.

Previously, Mitchell was brought in by investors in 2017 to help grow Los Angeles-based Film Finance (FFI), the world leader in film industry completion contracts. FFI grew from \$12 million in revenues to going public with a \$300 million valuation. The company suffered setbacks when The Weinstein Company, which was a significant contributor to the company's revenues, shut down due to its well documented scandals. Mitchell then took Film Finance private and helped it survive the entertainment industry shutdown due to COVID-19. The company has since rebounded in 2021 and 2022 with record revenues; Mitchell remains on its board.

For more than 10 years through 2017, Mitchell was CEO and a director of Emergent Capital (formerly Imperial Holdings), a company that invested in life settlements. From October 2013 through December 2015, he served as CEO and a board member of DRB Capital, a structured settlement and annuity company and Blackstone affiliate.

Mitchell, from 2001 through 2007, was chief operating officer and executive director of Peach Holdings, a holding company which through its subsidiaries, was a provider of specialty factoring services. Peach Holdings completed its initial public offering in March 2006 and was subsequently acquired by an affiliate of Credit Suisse in November 2006.

He was also a co-founder of Singer Asset Finance Company (a subsidiary of Enhance Financial Services Group) which was involved in acquiring insurance policies, structured settlements and other types of receivables.

His past board memberships include director, and later executive chair, of Ram Power, a renewable energy company listed on the Toronto Stock Exchange; and a past chair of the board of Polaris Geothermal, a company focused on the generation of renewable energy projects.



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- CE History
- SCHOOL UPLOAD
- Import
- Unresolved
- History
- Library

Credential - Search hide criteria

Credential Number

Credential Status

Name Amanda Zachman Contact DBA Legal

SSN/FEIN

Date Of Birth

eMail Address

Address Name Public Address Mailing Address

Street Address

City, State, Zip

County

Country UNITED STATES

Phone

Search Options

Search Previous Names and Addreses Open results in new window

No Results Found for Specified Input

Enter the credential number that you wish to search for

Exhibit A

Please note that an entry indicating a suspension or revocation MAY merely reflect that a licensee has elected not to renew the license. If you are concerned about the meaning of a particular entry or the reason why a licensee is in suspended or revoked status please contact the Division at WebReal@com.state.oh.us (mailto:WebReal@com.state.oh.us).

WARNING:

- **Prior to March 1, 2007, not all course providers submitted their rosters electronically and therefore those courses may not be on this list.**
- **Courses listed may have been used to fulfill a previous CE Reporting Cycle. Credit for CE Courses may be used ONLY Once! Please be sure you have not already used any listed course in a previous reporting cycle.**
- **The Division will accept certificates for approved courses not on the list that were not previously submitted for CE credit. When submitting continuing education to the Division, please include the certificates totaling the 30 hours that you want applied to your current deadline.**
- **By law, CE providers have 10 days to complete the Course Rosters Entry. If more than 10 days have passed since taking your CE course, contact the provider directly. Only the Provider may post the roster.**
- **Distance Education Courses are assigned a generic date of either 1/1 or 12/31.**
- **Please be aware that the Sales or Broker 10-Hour Post-Licensure Courses CANNOT be used to fulfill ANY OF YOUR THREE-YEAR Continuing Education Requirements. Proof of attendance of the post-licensure course must be submitted to the division within 12 months of initial licensure to avoid suspension.**

 Your text here

A license status of revoked does not necessarily mean that the license was revoked due to disciplinary action. Please call the Division for further details if needed.

Lookup Detail View

Name and Address

Name and Address

Name	MaidenName	DBA	MailAddress	PublicAddress
MV Realty of Ohio LLC			Seven Hills, OH 44131-2847 Cuyahoga	Seven Hills, OH 44131-2847 Cuyahoga

License Information

License Information

*USPAP Due pertains to Appraiser licenses only.

*Post Licensure Due and Post Licensure Received pertains to Real Estate sales and broker licenses only.

License	License Type	First Issuance	Last License Issued	Effective Date	Expiration Date	Status	Status Reason	CE Due	*USPAP DUE	*Post Licensure Due	*Post Licensure Received
REC.2021004957	Real Estate Company	07/02/2021	12/10/2021	07/01/2022	06/30/2023	ACTIVE	NORMAL				

Supervisee Information

Entity(s) Supervised

License Number	Contact Name	Other Name	Effective Date	Expiration Date
SAL.2016001204	Stephanie Pounds		03/27/2020	03/26/2023
SAL.2019000955	Pamela D Clinkscales		02/06/2020	02/05/2023
SAL.2019005684	Cristiana Marie Vespucci		10/26/2020	10/25/2023
SAL.2021004102	Tina J Evans	Jamiella	03/12/2022	03/11/2025
SAL.2021004993	Ciara Luciano		02/26/2022	02/25/2025
SAL.2021005313	Brenda Rochelle Long		06/15/2022	06/14/2025
SAL.2021006362	Derek Robert Barbee		05/10/2022	05/09/2025
SAL.2022002240	Stefani Mariah Collier		06/06/2022	03/12/2023
SAL.2022003975	Cylie Lynn Ratliff			

Supervisor Information

Supervised By

Employer File Number	Employer Status	Employer Name	Employer Doing Business As	Effective Date	Expiration Date
BRKP.0000404435	ACTIVE	Diana I Remar		03/20/2022	03/19/2025

Generated on: 1/24/2023 10:15:07 AM

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Your text here

Lookup Detail View

Name and Address

Name and Address

Name	MaidenName	DBA	MailAddress	PublicAddress
Diana I Remar			Seven Hills, OH 44131-2847 Cuyahoga	Seven Hills, OH 44131-2847 Cuyahoga

License Information

License Information

*USPAP Due pertains to Appraiser licenses only.

*Post Licensure Due and Post Licensure Received pertains to Real Estate sales and broker licenses only.

License	License Type	First Issuance	Last License Issued	Effective Date	Expiration Date	Status	Status Reason	CE Due	*USPAP DUE	*Post Licensure Due	*Post Licensure Received
BRKP.0000404435	Real Estate Principal Broker	12/06/1989	07/02/2021	03/20/2022	03/19/2025	ACTIVE	NORMAL	03/19/2025			

Supervisee Information

Entity(s) Supervised

License Number	Contact Name	Other Name	Effective Date	Expiration Date
REC.2021004957	MV Realty of Ohio LLC		07/01/2022	06/30/2023

Continuing Education

Courses Completed

Course Name	Course Number	Course Hours	Course Time	Course Date	Provider	Status
Brokerage Management: Understanding Your Duties	101200902R20	3.00	09:00	05/18/2022	Ohio Realtors	Active
Navigating Ohio Agency Law	917201711D21	3.00	09:00	01/01/2022	The CE Shop LLC (Online)	Active
Current Issues: Cooperation, Negotiation, iBuyers and Disaster Preparation	917204205E21	3.00	09:00	01/01/2022	The CE Shop LLC (Online)	Active
Hot Topics in Real Estate	917204501E22	3.00	09:00	01/01/2022	The CE Shop LLC (Online)	Active
Sex and Real Estate: Sexual Harassment, Sexual Discrimination and Fair Housing	917204701G22	3.00	09:00	01/01/2022	The CE Shop LLC (Online)	Active
Property Inspection Issues	917200806E20	3.00	09:00	01/01/2022	The CE Shop LLC (Online)	Active
Complying with the Canon: Ohio Real Estate Licensee Ethics	917202111C21	3.00	09:00	01/01/2022	The CE Shop LLC (Online)	Active
Taxes and Real Estate: What You Need to Know	917205101E22	3.00	09:00	01/01/2022	The CE Shop LLC (Online)	Active
Document Excellence for Smoother Transactions	917200706E20	3.00	09:00	01/01/2022	The CE Shop LLC (Online)	Active
First-Time Homebuyers: A Niche to Grow On	917201009E20	3.00	09:00	01/01/2022	The CE Shop LLC (Online)	Active

Course Name	Course Number	Course Hours	Course Time	Course Date	Provider	Status
Ohio Brokerage Management	917103111R21	3.00		01/01/2021	The CE Shop LLC (Online)	Active
The Residential Contract: Issues, Disputes and Solutions	902900312E17	3.00	09:00	01/01/2019	Hondros College (Online)	Active
Thinking Outside the Box: Financing Investment Properties	902900512E17	3.00	09:00	01/01/2019	Hondros College (Online)	Active
Social Media Ethics	902900712E18	3.00	09:00	01/01/2019	Hondros College (Online)	Active
Property Tax and Mortgage Valuation	902900912E18	3.00	09:00	01/01/2019	Hondros College (Online)	Active
Core Law Update	902902412D19	3.00	09:00	01/01/2019	Hondros College (Online)	Active
Civil Rights Update	902902312G19	3.00	09:00	01/01/2019	Hondros College (Online)	Active
Canons of Ethics	902902512C19	3.00	09:00	01/01/2019	Hondros College (Online)	Active
Running A Small Brokerage Firm	902902612E19	3.00	09:00	01/01/2019	Hondros College (Online)	Active
Painless Property Rentals: Managing Investment Properties	902900212E17	3.00	09:00	01/01/2019	Hondros College (Online)	Active
Real Estate Disclosure Issues: Buyer & Seller Obligations	902900812E18	3.00	09:00	01/01/2019	Hondros College (Online)	Active
Civil Rights Update	902602612G16	3.00	09:00	01/01/2016	Hondros College (Online)	Active
Canons of Ethics	902602812C16	3.00	09:00	01/01/2016	Hondros College (Online)	Active
Core Law Update	902602412D16	3.00	09:00	01/01/2016	Hondros College (Online)	Active
Painless Property Rentals: Managing Investment Properties	902600206E14	3.00	09:00	01/01/2016	Hondros College (Online)	Active
Real Estate Disclosure Issues: Buyer & Seller Obligations	902600911E15	3.00	09:00	01/01/2016	Hondros College (Online)	Active
Property Tax and Mortgage Value	902602105E15	3.00	09:00	01/01/2016	Hondros College (Online)	Active
Social Media Ethics	902602003E15	3.00	09:00	01/01/2016	Hondros College (Online)	Active
What's Up Doc? Examining Investment Properties	902600402E14	3.00	09:00	01/01/2016	Hondros College (Online)	Active
The Residential Contract: Issues, Disputes and Solutions	902600109E14	3.00	09:00	01/01/2016	Hondros College (Online)	Active
Thinking Outside the Box: Financing Investment Properties	902600305E14	3.00	09:00	01/01/2016	Hondros College (Online)	Active
Just Say No to Taxes: Part I	K60500112E15	1.00	09:00	03/25/2015	Atlas CPA's and Advisors	Active
Just Say No to Taxes: Part II	K60500212E15	1.00	10:00	03/25/2015	Atlas CPA's and Advisors	Active

Course Name	Course Number	Course Hours	Course Time	Course Date	Provider	Status
Demystifying Real Estate Short Sales	902402812E13	3.00	09:00	01/01/2014	Hondros College (Online)	Active
Housing: Fairness for All	902402701G13	3.00	09:00	01/01/2014	Hondros College (Online)	Active
Canons of Ethics	902402512C13	3.00	09:00	01/01/2014	Hondros College (Online)	Active
Civil Rights Update	902402312G13	3.00	09:00	01/01/2014	Hondros College (Online)	Active
Core Law Update	902402412D13	3.00	09:00	01/01/2014	Hondros College (Online)	Active
Predators, Fraud & Foreclosure	902402903E13	3.00	09:00	01/01/2014	Hondros College (Online)	Active
Valuation Techniques BPOs and Appraisals	902401703E12	3.00	09:00	01/01/2014	Hondros College (Online)	Active
Real Estate Contracts	902401106E13	3.00	09:00	01/01/2014	Hondros College (Online)	Active
Civil Rights/Fair Housing	J48300705G13	3.00	09:30	05/17/2013	CityWide	Active
Why Social Media is Not Working for Your Business	693300401E13	2.00	10:00	02/13/2013	NorthStar Title Services, LLC	Active
Prospecting within the Law to Succeed	520102704E11	3.00	09:30	05/24/2011	Quest For Success	Active
Liens, Taxes and Foreclosures	913005405E09	4.00	09:00	01/01/2010	McKissock, LLC (Online)	Active
Risk Management	913000601E10	4.00	09:00	01/01/2010	McKissock, LLC (Online)	Active
What Every Agent Should Know	913004804E08	2.00	09:00	01/01/2010	McKissock, LLC (Online)	Active
Contract Law (Elective)	913000101E10	3.00	09:00	01/01/2010	McKissock, LLC (Online)	Active
Misrepresentations and Case Studies	913006901E10	4.00	09:00	01/01/2010	McKissock, LLC (Online)	Active
Buyer's Agency	913001001E10	4.00	09:00	01/01/2010	McKissock, LLC (Online)	Active
Ohio Civil Rights	913005202G09	3.00	09:00	01/01/2010	McKissock, LLC (Online)	Active
Ohio Core Law	913001101D10	3.00	09:00	01/01/2010	McKissock, LLC (Online)	Active
Ohio Ethics: Canons & Code Together	913001201C10	3.00	09:00	01/01/2010	McKissock, LLC (Online)	Active
Core Law Update Online	902801011D06	3.00	09:00	12/31/2008	Hondros College (Online)	Active
Canons of Ethics Online	902801411C06	3.00	09:00	12/31/2008	Hondros College (Online)	Active
Computing: The Basics for the RE Professional	104724612B07	3.00	09:30	02/28/2007	Akron Cleveland Association of Realtors	Active

Course Name	Course Number	Course Hours	Course Time	Course Date	Provider	Status
Ghosts & Sludge	506701111E06	3.00	09:30	02/12/2007	Gates Real Estate Concepts	Active
Agency Disclosure Compliance	515701411D06	3.00	09:30	02/07/2007	Brewster's Continuing Education	Active
Computing on the Cheap for RE Professionals	104724412B07	3.00		01/24/2007	Akron Cleveland Association of Realtors	Active
Intro to Commercial Real Estate	902701811E06	3.00		01/01/2007	Hondros College (Online)	Active
Listing Agreements, Contracts & Arbitration	902702711E06	3.00		01/01/2007	Hondros College (Online)	Active
Future of Real Estate	902601600E00	3.00		01/01/2006	Hondros College (Online)	Active
Canons of Ethics Online	902601400C00	3.00		01/01/2006	Hondros College (Online)	Active
Core Law Update Online	902601000D00	3.00		01/01/2006	Hondros College (Online)	Active
Civil Rights Update Online	902601100G00	3.00		01/01/2006	Hondros College (Online)	Active
Thinking Outside the Box: Financing Investment Properties	902801512E17	3.00			Hondros College (Online)	Active
The Residential Contract: Issues, Disputes and Solutions	902801312E17	3.00			Hondros College (Online)	Active
Social Media Ethics	902801712E18	3.00			Hondros College (Online)	Active
Property Tax and Mortgage Valuation	902801912E18	3.00			Hondros College (Online)	Active
Canons of Ethics	902800312C16	3.00			Hondros College (Online)	Active
Civil Rights Update	902800212G16	3.00			Hondros College (Online)	Active
Core Law Update	902800112D16	3.00			Hondros College (Online)	Active

Generated on: 1/24/2023 10:27:01 AM

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 OHIO, LLC, an Ohio limited liability company (the "Company,") having its principal place of business at 4400 Easton Commons Way Ste. 125, Columbus, Ohio 43219, and Doris Munafo, having an address of 303 Central Ave, Lockland, OH, 45215 (the "Property Owner,")

This Agreement contains an Arbitration Provision in paragraphs 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 303 Central Ave, Lockland, Ohio, 45215, Parcel # 641-0014-0295-00 (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 four hundred twenty-three and No/100 Dollars (\$423) (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/OH-ExhibitA.DOCX>. 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 \$4,236.00¹, 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 \$4,236.00, 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 \$141,200.00, the Property's current home value estimate.

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MV REALTY OF OHIO, LLC
4400 Easton Commons Way Ste. 125
Columbus, Ohio 43219
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) \$141,200.00, 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, then (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 section 3 of the then applicable Listing Agreement², 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.



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 Ohio, LLC
 4400 Easton Commons Way Ste. 125
 Columbus, Ohio 43219
 Phone : 866-381-1294
 Email : info@homesatmv.com

PROPERTY OWNER

303 Central Ave. Lockland, OH. 45215
 Email Address: d.munafo@yahoo.com

*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: DM

7. ARBITRATION. This paragraph, together with paragraph 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.

PROPERTY OWNER'S INITIALS: DM

Devin M. Munafo

¹ 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).

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 Columbus, Ohio 43219
 P: 866-381-1294



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 "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.

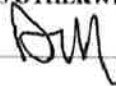
This Arbitration Provision is intended to benefit, may be enforced by and is binding upon (i) Company, its parent companies, subsidiaries, affiliates, successors and assigns and all of their employees, officers and directors; (ii) Property Owner and his/her heirs, trustees, guardians, personal representatives, 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 Ohio 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.

PROPERTY OWNER'S INITIALS 

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MV REALTY OF OHIO, LLC
4400 Easton Commons Way Ste. 125
Columbus, Ohio 43219
P: 866-381-1294

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.
- Initials: DM
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.
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.
- b. **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.

- c. 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.
- d. 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 Ohio.
- e. 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.
- f. 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.
- g. 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.
- h. Binding Effect. This Agreement shall be binding on the Property Owner's personal representatives, heirs, administrators, successors, and assigns.
- i. 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://homesatmy.com/landing/exhibits/OH-ExhibitA.DOCX>.

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

By: Doris M. Munafa
Name: Doris M. Munafa
Date: 10-26-21

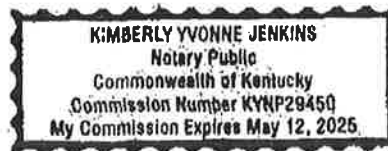
STATE OF ~~OHIO~~ Kentucky) ss: Florence (City)
COUNTY OF Boone)

On this the 26th day of October, 2021, before me, Kimberly Jenkins (name of notary), the undersigned officer, personally appeared Doris Munafa (name of individual or individuals), known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the written instrument and acknowledged that he/she/they executed the same for the purposes contained therein.

In witness whereof I hereunto set my hand.

Signature of Notary Public: Kimberly Yvonne Jenkins
Print Name: Kimberly Yvonne Jenkins
Title of Officer: _____
Notary Public, State of Ohio: _____
My Commission Expires: 5/12/2025
(Commission Expiration Date)

[NOTARIAL SEAL]



COMPANY:

MV REALTY OF OHIO, LLC, an Ohio limited liability company

By: Amanda Zachman
Name: Amanda J. Zachman, Officer
Date: 10/29/2021

Effective Date of Agreement: October 26, 2021

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MV REALTY OF OHIO, LLC
4400 Easton Commons Way Ste. 125
Columbus, Ohio 43219
P: 866-381-1294

Exhibit B

MEMORANDUM OF MVR HOMEOWNER BENEFIT AGREEMENT

This Instrument Was Prepared By:
Amanda J. Zachman
MV REALTY OF OHIO, LLC
4400 Easton Commons Way Ste. 125
Columbus, Ohio 43219

MEMORANDUM OF MVR HOMEOWNER BENEFIT AGREEMENT

THIS MEMORANDUM OF MVR HOMEOWNER BENEFIT AGREEMENT (this "Memorandum,,"), dated as of the Effective Date, is by and between Doris Munafa, herein called "Property Owner", whose address is 303 Central Ave, Lockland, OH, 45215, and MV REALTY OF OHIO, LLC, an Ohio limited liability company, and/or its assigns or designees, herein called "the Company", whose address is 4400 Easton Commons Way Ste. 125, Columbus, Ohio 43219.

WITNESSETH:

1. That by that certain MVR Homeowner Benefit Agreement, dated as of Effective Date 2nd day of Oct, 2021 (the "Agreement") by and between the Company and Property Owner, Property Owner has agreed the 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"): property during the term of the Agreement, which property is legally described as follows (the "Property,")::

CITY/MUNI/TWP:LOCKLAND CENTRAL AVE 33.33 X 135 PTS LOTS 14-15 CONKLINS SUB

641-0014-0295-00

303 Central Ave, Lockland, OH, 45215

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 Hamilton County, Ohio, 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. Notwithstanding anything else contained herein, there may be amounts due and owing to the Company, and prior to any deed transfer or conveyance, confirmation from the Company on amounts due must be obtained by the title company or third party closing agent.

IN WITNESS WHEREOF, Property Owner has caused this Memorandum to be duly executed, attested, and acknowledged as of the date first written above. If this Memorandum has been executed electronically, an Authenticator's Certificate required by O.R.C § 147.591 is attached below as Exhibit "1,,"

By: Doris M. Murado
Name: Doris M. Murado
Date: 10-26-21

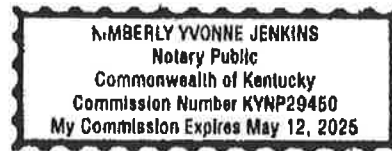
STATE OF ~~OHIO~~ Kentucky) ss: Florence (City)
COUNTY OF Boone)

On this the 26 day of October, 2021, before me, Kimberly Jenkins (name of notary), the undersigned officer, personally appeared Doris Murado (name of individual or individuals), known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the written instrument and acknowledged that he/she/they executed the same for the purposes contained therein.

In witness whereof I hereunto set my hand.

Signature of Notary Public: Kimberly Jenkins
Print Name: Kimberly Jenkins
Title of Officer: Notary Public
Notary Public, State of Ohio:
My Commission Expires: 5/12/2025
(Commission Expiration Date)

[NOTARIAL SEAL]



MV REALTY OF OHIO, LLC,

By: Amanda Zachman
Name: Amanda J. Zachman
Date: 10/29/2021

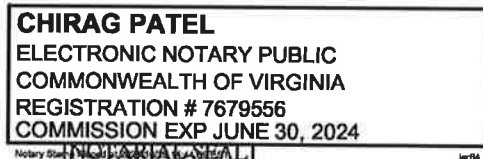
State of Virginia | County of Arlington (City)

On this the 29 day of October, 2021, before me, Chirag Patel, the undersigned officer, personally appeared Amanda J. Zachman, Officer, who acknowledged himself/herself to be the Officer, (title) of MV Realty of Ohio, LLC, a member managed or manager managed limited liability company, and that he/she, as such Officer (title), being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability by himself/herself as Officer (title).

In witness whereof I hereunto set my hand.

Chirag Patel

Signature of Notary Public: Chirag Patel
Print Name: Chirag Patel



Document Notarized using a Live Audio-Video Connection

MEMORANDUM OF MVR HOMEOWNER BENEFIT AGREEMENT

Jonathan W. Jackson
Homeowner

5469 Fairford Ct., Dayton, Ohio, 45414

to

MV REALTY of OHIO, LLC, an OHIO limited liability company

March 24, 2022

This Document Prepared By, And When Recorded Return To:

MV REALTY PBC, LLC
219 N DIXIE BLVD
DELRAY BEACH, FL 33444

me

DR

This Instrument Was Prepared By:
Amanda J. Zachman
MV REALTY OF OHIO, LLC
4400 Easton Commons Way Ste. 125
Columbus, Ohio 43219

MEMORANDUM OF MVR HOMEOWNER BENEFIT AGREEMENT

THIS MEMORANDUM OF MVR HOMEOWNER BENEFIT AGREEMENT (this "Memorandum"), dated as of the Effective Date, is by and between **Jonathan W Jackson**, herein called "Property Owner", whose address is 5469 Fairford Ct, Dayton, OH, 45414, and MV REALTY OF OHIO, LLC, an Ohio limited liability company, and/or its assigns or designees, herein called "the Company", whose address is 4400 Easton Commons Way Ste. 125, Columbus, Ohio 43219.

WITNESSETH:

1. That by that certain MVR Homeowner Benefit Agreement, dated as of Effective Date (12 day of 10, 2021)(the "Agreement") by and between the Company and Property Owner, Property Owner has agreed the 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"); property during the term of the Agreement, which property is legally described as follows (the "Property"):

DIST:R721 CITY/MUNI/TWP:DAYTON 83923 STILLWATER CROSSING SEC THREE MAP REF:MAP 175

R72117530 0017

5469 Fairford Ct, Dayton, OH, 45414

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 Montgomery County, Ohio, 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. Notwithstanding anything else contained herein, there may be amounts due and owing to the Company, and prior to any deed transfer or conveyance, confirmation from the Company on amounts due must be obtained by the title company or third party closing agent.

IN WITNESS WHEREOF, Property Owner has caused this Memorandum to be duly executed, attested, and acknowledged as of the date first written above. If this Memorandum has been executed electronically, an Authenticator's Certificate required by O.R.C § 147.591 is attached below as Exhibit "1."

By: Jon Jackson
Name: Jon Jackson
Date: 10-12-2021

STATE OF OHIO)
) ss: Dayton (City)
COUNTY OF Montgomery

On this the 12 day of October, 2021, before me, Raynita Landers (name of notary), the undersigned officer, personally appeared Jonathan Jackson (name of individual or individuals), known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the written instrument and acknowledged that ~~he~~she/they executed the same for the purposes contained therein.

In witness whereof I hereunto set my hand.

Signature of Notary Public: Raynita Landers
Print Name: Raynita Landers
Title of Officer: Notary Public
Notary Public, State of Ohio: Montgomery County
My Commission Expires: April 1, 2026
(Commission Expiration Date)

[NOTARIAL SEAL]



RAYNITA LANDERS
Notary Public
State of Ohio
My Comm. Expires
April 1, 2026

MV REALTY OF OHIO, LLC,

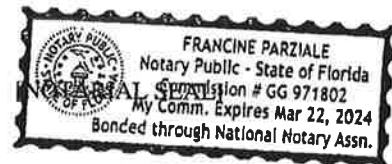
By: [Signature]
Name: Amanda J. Zachman
Date: 10/24/2021

STATE OF FLORIDA)) ss: Delray Beach (City)
COUNTY OF PALM BEACH)

On this the 21 day of October, 2021, before me, Amanda Zachman, the undersigned officer, personally appeared Amanda J. Zachman, Officer, who acknowledged himself/herself to be the Officer, (title) of MV Realty of Ohio, LLC, a member managed or manager managed limited liability company, and that he/she, as such Officer (title), being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability by himself/herself as Officer (title).

In witness whereof I hereunto set my hand.

Signature of Notary Public: [Signature]
Print Name: FRANCINE PARZIALE



Title of Officer:

SIGNING AGENT

Notary Public, State of Florida:

66 971802

My Commission Expires:

3-22-2024

(Commission Expiration Date)