

**EQUIMAXIT<sup>SM</sup> PROGRAM AGREEMENT**

(Realtor)

This Program Agreement (the “**Agreement**”) is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_, a(n) \_\_\_\_\_ [insert “individual” or type of entity] (“**Realtor**”), and RENOVATION FUNDING GROUP, LLC, a Georgia limited liability company (“**Company**”).

**W I T N E S S E T H:**

**WHEREAS**, Realtor is a real estate agent or broker engaged in brokering and marketing the sale and purchase of residential real property and, from time to time, has customers and prospective customers that desire to repair, remodel or make other improvements to their residential real property in connection with or anticipation of listing the same with Realtor for sale; and

**WHEREAS**, through its Equimaxit<sup>SM</sup> program, Company offers to real estate agents and brokers the opportunity for their customers to repair, remodel and make other improvements to their residential real property in connection with or anticipation of listing the same for sale, and Company does so by purchasing as a factor the account of approved contractors making qualified improvements to the property (the “**Equimaxit<sup>SM</sup> Program**”); and

**WHEREAS**, Realtor desires to participate in the Equimaxit<sup>SM</sup> Program and would like the opportunity to offer the Equimaxit<sup>SM</sup> Program to its customers and prospective customers as a means of facilitating qualified improvements to their residential real property in connection with or anticipation of listing the same for sale, and Company is willing to provide Realtor with access to its Equimaxit<sup>SM</sup> Program, including its approved contractors, and the opportunity to make the Equimaxit<sup>SM</sup> Program available to Realtor’s customers and prospective customers, all upon terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the sum of ten dollars paid by Company to Realtor, the premises and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is acknowledged, the undersigned, intending to be legally bound hereby, agree as follows:

1. **Appointment of Realtor.** Company grants to Realtor a limited, non-exclusive, non-transferable, revocable license (without the right to grant sublicenses) (i) to market the Equimaxit<sup>SM</sup> Program to customers and prospective customers of Realtor having residential real property anywhere within the State of Georgia (the “**Territory**”), and (ii) solely for the purpose of marketing the Equimaxit<sup>SM</sup> Program in accordance with this Agreement, to reproduce, photograph, display and distribute the most current versions, as designated by Company, of any documents, agreements, marketing materials, the Company’s privacy policy, end user agreements and any other items or information in any medium provided by Company or its designees that describes the Company or the Equimaxit<sup>SM</sup> Program (“**Documentation**”). Realtor will not have or acquire any right, title or interest in or to any goodwill, Company Marks (as defined herein), copyright or other form of intellectual or commercial property of Company. Realtor acknowledges that Company may continue to sell or otherwise distribute the Equimaxit<sup>SM</sup> Program itself or through other appointed marketers, distributors or sales representatives in, and further that Company already may have appointed other brokers, real estate agents, marketers, distributors and sales representatives for, the same Territory or other territories or in or for the same or different customer markets within the Territory. Company shall have the right to communicate with and service any and all Customers and any and all persons, organizations and entities who use the Equimaxit<sup>SM</sup> Program regardless of whether such use was the result of the efforts of Realtor or otherwise. As used herein, the term “**Customer**” means the owner of any residential real property that is listed for sale with Realtor or with Realtor and any other person or entity. As used herein, the term “**Property**” means any residential real property that is listed for sale with Realtor or with Realtor and any other person or entity.

2. **Realtor Responsibilities.** During the Term of this Agreement, Realtor represents, warrants and covenants to Company that:

a. Realtor is duly incorporated or organized, validly existing and in good standing as a corporation or limited liability company, as applicable, under its state of incorporation or organization, and has all requisite corporate or limited liability company, as applicable, power and authority to execute this Agreement.

b. The execution delivery and performance of Realtor's obligations under this Agreement do not and will not conflict with another agreement, and no consent, license, or approval of any third party or any governmental authority, bureau or agency is required in connection with the execution, delivery, performance, validity or enforceability of this Agreement.

c. Realtor will inform all of its Customers within the Territory that the Equimaxit<sup>SM</sup> Program is available from Company and otherwise will use commercially reasonable efforts to market the Equimaxit<sup>SM</sup> Program in accordance with the provisions and conditions of this Agreement to Customers and prospective customers within the Territory who are considering repairs, remodeling and other improvements to their Property in connection with or anticipation of listing their Property for sale. Realtor will market the Equimaxit<sup>SM</sup> Program as being offered, operated and provided by Company and not as being offered, operated or provided by Realtor. Realtor will market the Equimaxit<sup>SM</sup> Program solely in a manner consistent with Company's written policies, guidelines and instructions given to Realtor by Company from time to time and using only Documentation or other marketing materials developed by Realtor and approved in writing by Company. Realtor understands that Company also may have an agreement with contractors who are or might be willing to make repairs and other improvements to the Property as part of the Equimaxit<sup>SM</sup> Program, as well as with Customers and prospective Customers who become part of the Equimaxit<sup>SM</sup> Program.

d. For each Customer who expresses an interest in using the Equimaxit<sup>SM</sup> Program or meeting with contractors to discuss repair, remodeling or improving their Property in connection with the Equimaxit<sup>SM</sup> Program, Realtor will present to Customer an acknowledgment and consent to the Equimaxit<sup>SM</sup> Program terms in form and substance satisfactory to Company, will present such Customer and their proposed repair, remodeling or improvement project to Company for consideration and underwriting as part of the Equimaxit<sup>SM</sup> Program, and will schedule a meeting between Customer and one or more of Company's approved contractors, at which meeting Company shall have the option, but not the obligation, to participate. In that regard, Realtor will promptly, but not more than one business day after such Customer agrees to meet with contractors or executes an acknowledgment and consent to terms of the Equimaxit<sup>SM</sup> Program, Realtor will deliver to Company in form and substance satisfactory to Company (a) written notice of the address of the Property that Customer is considering repairing, remodeling or improving as part of the Equimaxit<sup>SM</sup> Program, the name of such Customer and the address, telephone number and email address for such Customer, (b) an acknowledgment and consent executed by Customer and providing, among other things, Customer's consent to participation in the Equimaxit<sup>SM</sup> Program, (c) Realtor's written explanation of Realtor's estimate of the fair market value of the Property both prior to and after completion of the contemplated repairs, remodeling and improvements, together with sales and other information for comparable properties and all documents upon which Realtor bases its estimates of fair market value, and (d) copies of current payoff letters for all mortgages, security deeds and other liens against the applicable Property. Realtor understands that Company will notify it of preliminary approval of a Project for the Equimaxit<sup>SM</sup> Program, but no such preliminary approval will become final unless all of Company's conditions and requirements for final approval are timely satisfied.

e. Realtor is not authorized on behalf of Company to accept specific projects, contractors or Customers as part of the Equimaxit<sup>SM</sup> Program and Realtor shall so inform all Customers that acceptance of them, their project or any particular Customer as part of the Equimaxit<sup>SM</sup> Program is conditioned upon Company's approval. All requests of Customers for participation in, and Company's purchase of their obligations to contractors as part of, the Equimaxit<sup>SM</sup> Program shall be taken by Realtor subject to Company

accepting the same. Realtor will maintain and make available to Company promptly upon its request records of Customers who are part of the Equimaxit<sup>SM</sup> Program and prospective Customers to which Realtor attempted to market the Equimaxit<sup>SM</sup> Program, and also will maintain and make available to Company promptly upon its request all records of all calendars of and agendas for meetings, telephone logs, emails and other records relating to communications with Customers relating to the Equimaxit<sup>SM</sup> Program or Realtor's efforts to market the same to that Customer.

f. Without the prior written consent of Company, Realtor shall not market, offer or agree to (i) any pricing structure for the Equimaxit<sup>SM</sup> Program that is different than what generally is offered by Company, (ii) any modification of any of the terms and conditions generally offered by Company, or (iii) any modification of Company's privacy policy. In addition, Realtor shall not misrepresent or modify the pricing structure or other terms for the Equimaxit<sup>SM</sup> Program in any advertising or marketing material. Any payments or other incentives not specifically provided herein that are promised by Realtor to a Customer or other third party without the prior written approval of Company will be the sole responsibility of Realtor and Company will have no obligation therefor.

g. Realtor will conduct its business in its own name, maintain an office and pay its expenses, and will refrain from using as its own any of Company's trademarks, service marks, trade dress, trade names, logos and other distinctive brand features used in or related to Company's business ("**Company Marks**") or any names, marks, dress, logos or other distinctive brand features that are confusingly similar thereto. If Realtor includes any information pertaining to Company or the Equimaxit<sup>SM</sup> Program on any internet website, Realtor shall maintain Company Marks and information related to the Equimaxit<sup>SM</sup> Program in a conspicuous location on Realtor's website solely for the purpose of marketing the Equimaxit<sup>SM</sup> Program to Customers. Realtor agrees to direct or redirect internet traffic to Company's website by virtue of a website link from time to time provided by Company expressly for such purpose. Realtor agrees to use commercially reasonable efforts to ensure that Realtor's website, if any, includes Company Marks or a link to Company's website and shall not use or launch adware, malware, spyware or any malicious software or similar programs.

h. Realtor will secure written consent and approval of Company before publishing or circulating any advertising matter, form letters, signs or other similar advertising materials concerning Company or the Equimaxit<sup>SM</sup> Program.

i. Realtor will notify Company immediately upon becoming aware of any actual or potential complaints or claims related to the Equimaxit<sup>SM</sup> Program and will assist Company in investigating and handling such complaints and claims by actual or prospective Customers as requested by Company from time to time.

j. If any personally identifiable information ("**PII**") relating to Customers or prospective Customers is collected by, provided to or otherwise disclosed to Realtor in marketing the Equimaxit<sup>SM</sup> Program or otherwise in connection with this Agreement, Realtor acknowledges and agrees that (i) Realtor shall not disclose, transmit or otherwise use such PII except as necessary to fulfill Realtor's obligations under this Agreement, or as otherwise expressly directed by Company, (ii) Realtor shall not acquire any ownership, license, rights or other interest in or to PII, which shall be and remain the confidential and proprietary information of Company, and (iii) Realtor will not sell, transfer, or otherwise disclose any such PII without the prior written consent of Company, nor shall Realtor use such PII to promote, market or otherwise sell any products or services other than the Equimaxit<sup>SM</sup> Program.

k. Realtor will perform Realtor's obligations in accordance with good business ethics so as to protect and enhance the reputation of Company and the Equimaxit<sup>SM</sup> Program, and further in accordance with all federal, state and local laws, ordinances, guidelines, rules and regulations applicable to the Equimaxit<sup>SM</sup> Program and the marketing thereof, whether in effect now or hereafter adopted, including, without limitation,

compliance with all applicable telemarketing laws, credit reporting laws and do not call lists (“**Applicable Laws**”). Without limiting the generality of the foregoing, Realtor will make such filings and take such action as may be required to qualify to do business under all Applicable Laws in order to perform the services contemplated by this Agreement.

l. Realtor will make itself and its personnel available for such training as Company may reasonably require in order to ensure that Realtor and its personnel are able competently to market the Equimaxit<sup>SM</sup> Program within the Territory. Any travel or living expenses incurred while attending this training program shall be the sole responsibility of the participant and/or Realtor.

m. Realtor will make an executive officer or limited liability company manager available either in person or by telephone once each quarter for a thorough business review of Realtor's performance, which shall include a review of Realtor's performance, market opportunities and any problems that have been identified by either Realtor or Company.

n. Realtor acknowledges and agrees that Company reserves the right, at any time and from time to time, to discontinue or modify, in whole or in part, the Equimaxit<sup>SM</sup> Program and to substitute new products in lieu thereof.

o. Any payments or other incentives promised by Realtor to a Customer or third party without the prior written approval of Company will be the sole responsibility of Realtor and Company will have no obligation therefor.

3. **Company Responsibilities.** During the Term of this Agreement, Company represents, warrants and covenants to Realtor that:

a. Company is duly organized, validly existing and in good standing as a limited liability company under Georgia law, and has all requisite limited liability company power and authority to execute this Agreement.

b. The execution delivery and performance of Company's obligations under this Agreement do not and will not conflict with another agreement.

c. Company will provide Realtor and its Customers an introduction to its approved contractors for the purpose of evaluating and performing repairs, remodeling and improvements to Property.

d. Company will use commercially reasonable efforts to evaluate and underwrite Customers in a timely fashion in order to determine whether such Customers and their particular projects meet the criteria of Company for factoring under the Equimaxit<sup>SM</sup> Program.

e. Company will use commercially reasonable efforts to evaluate in a timely fashion contractors proposed by Realtor or a Customer in order to determine whether such contractors meet Company's criteria to be approved contractors under the Equimaxit<sup>SM</sup> Program.

f. Upon Realtor's request, Company will make available during reasonable business hours Company's marketing experts as reasonably required to resolve Customer problems and promote marketing of the Equimaxit<sup>SM</sup> Program within the Territory.

4. **Payment.** No payment or other compensation will be due from Company to Realtor in connection with this Agreement or the Equimaxit<sup>SM</sup> Program, including without limitation for Customers that use the Equimaxit<sup>SM</sup> Program as a result of the efforts of Realtor or its employees or independent contractors

or for persons, organizations or entities, within or without the Territory, that use the Equimaxit<sup>SM</sup> Program as a result of Company's own efforts or the efforts of Company's other marketers, distributors or sales representatives.

5. **Term; Effect of Termination.** This Agreement shall be effective on the date set forth above and shall continue in full force and effect until one year from such effective date, and from year to year thereafter (such initial period and any subsequent extensions, collectively, the "Term"), unless terminated on any such anniversary date by either of us giving to the other not less than sixty (60) days prior written notice. At any time during the Term hereof, either party may terminate this Agreement, with or without cause, upon sixty (60) days prior written notice to the other party. Upon any termination or non-renewal of this Agreement, whether or not for cause, (i) all obligations of the parties hereto shall terminate and neither party will have any further rights, privileges or obligations hereunder, except that: (a) such termination or non-renewal shall not relieve either party of any liability accrued prior to the effective date thereof; and (b) such termination or non-renewal shall not affect the continued operation or enforcement of the provisions deemed to survive as set forth in Section 11 (Survival), and (c) Realtor immediately will cease using and will deliver to Company, without retaining copies, all Documentation and Confidential Information (including without limitation that which is written, printed, stored on computer disks or contained in any other medium), and any forms, directives, policy manuals and other written information and materials supplied to Realtor by Company pursuant to this Agreement or that contain Company Marks, together with all copies, summaries, notes, memoranda, analyses, compilations and abstracts of any of the foregoing any copies, abstracts or reproductions of the foregoing, including those stored by electronic means. Furthermore, Realtor shall immediately cease to identify itself as being an authorized representative to market the Equimaxit<sup>SM</sup> Program or otherwise affiliated in any manner with Company.

6. **Confidential Information and Non-Compete.**

a. During the Term of this Agreement and for a period of five (5) years thereafter, Realtor will treat as confidential and, without the prior written approval of Company, will not directly or indirectly, other than to the extent required to carry out the provisions of this Agreement, use, copy, disseminate, disclose or in any manner publish to a third party (including without limitation spouses or family) any Confidential Information, either for Realtor's own benefit or purposes or those of any other person or entity, or authorize anyone else to do so; *provided*, however, that with respect to Confidential Information that constitutes a trade secret under applicable law, the five (5) year period provided under this subsection shall be increased to the maximum period permitted under applicable law. As used herein, the term "**Confidential Information**" means any and all data, information and know-how, regardless of form, relating to the business of Company, regardless of whether the same constitutes a trade secret under applicable law, that is or was disclosed to Realtor or of which Realtor became aware as a consequence of Realtor's relationship with Company, that has value to Company and that is not generally known to competitors of Company, including without limitation product development methods and sources, market development programs, customer data and records, contractor data and records, billing records, billing policies and practices, pricing information, handbooks, manuals, technical and nontechnical data, formulas, patterns, compilations, systems, programs, methods of operation, techniques, drawings, processes, names of and contact information for actual and potential contractors, customers and suppliers, price lists, financial information and projections, personnel data, employee compensation data and systems, employee performance data, training methods, expansion plans, marketing and advertising data and plans, and similar information; *provided*, however, that the term "Confidential Information" shall not include such data, information or know-how that is public information or generally known in the industry, that has been voluntarily disclosed to the public by one who has the right to do so without violating any right of Company, that is or has been independently developed by Realtor other than in connection with or as a consequence of this Agreement or the parties' relationship hereunder and without use, benefit, consideration or reference of or to any Confidential Information, or that otherwise has entered the public domain through lawful means.

b. During the Term of this Agreement and for a period of six (6) months thereafter, Realtor agrees, other than on behalf of Company, not to, either directly or indirectly, on its own behalf or through, on behalf of or in conjunction with any other person or legal entity, engage in the sale or marketing within the Territory of any products or services of a type competitive with those provided or offered by or available from Company; *provided*, however, that the restriction contained in this paragraph shall apply only to products and services of a type that were provided or offered by or available from Company during any part of the two (2) year period immediately preceding termination of this Agreement.

c. During the Term of this Agreement and for a period of one (1) year thereafter, Realtor agrees, other than on behalf of Company, not to directly or indirectly solicit, contact, call upon, communicate with, divert or take away, or attempt to solicit, contact, call upon, communicate with, divert or take away, any contractor that is an approved contractor of Company, that was introduced to Realtor by Company or that has sold or agreed to sell its accounts receivable to Company as part of the Equimaxit<sup>SM</sup> Program, any customer or account of Company, or any actively sought prospective contractor, customer or account of Company, with which Realtor had material contact prior to termination of this Agreement, for the purpose of Realtor or any other person or entity providing products or services that are competitive with those provided by Company; *provided*, however, that the restriction contained in this paragraph shall apply only to products and services of the type that were provided or offered by or available from Company during any part of the two (2) year period immediately preceding termination of this Agreement.

d. During the Term of this Agreement and for a period of six (6) months thereafter, Realtor agrees, other than on behalf of Company, not to recruit, solicit, encourage or divert, or attempt to recruit, solicit, encourage or divert, any non-clerical employee of Company to terminate his or her employment relationship with Company.

e. Realtor acknowledges that the restrictions set forth in this Section are reasonable and necessary to accomplish the mutual objectives of the parties and to protect Company's legitimate interests, including without limitation the relationship of Company with contractors who have sold or expressed willingness to sell accounts receivable to Company in connection with the Equimaxit<sup>SM</sup> Program, and that any violation thereof would cause irreparable injury to Company. Realtor acknowledges and confirms that any violation or threatened violation of the restrictions contained herein would cause irreparable harm to Company for which there would be no adequate remedy at law. Realtor therefore agrees that, in the event of any breach or threatened breach of this Agreement by Realtor, Company shall be entitled to obtain from a court of competent jurisdiction preliminary and permanent injunctive relief, without bond or other security, in addition to an equitable accounting of all profits or benefits arising out of such violation and any other remedy that it may have at law or in equity. In the event of Realtor's actual or threatened breach of the provisions of this Agreement, Company also shall be entitled to recover from Realtor its attorneys' fees and costs incurred in enforcing this Agreement, obtaining injunctive relief, specific performance or other equitable relief or in pursuing other remedies.

## 7. **Indemnification.**

a. Realtor agrees to indemnify and hold harmless Company and its members, managers, shareholders, directors, officers, employees, agents, attorneys and representatives, to the extent the claimant is not a member, manager, shareholder, director, officer, employee, agent, attorney or representative (the "**Company Indemnitees**"), from and against liabilities, losses, demands and damages (including without limitation reasonable attorneys' fees and other expenses of litigation) actually and reasonably incurred by Company Indemnitees to the extent arising from claims or causes of action asserted by third-parties that result from (i) the gross negligence or intentional misconduct of Realtor, (ii) any product or service of or offered by Realtor's business or by Realtor that is not a product or service of Company, (iii) the disclosure by Realtor of

any PII, (iv) Realtor's marketing of the Equimaxit<sup>SM</sup> Program using any information other than Documentation or in a manner violating Applicable Law, or (v) material breach of Sections 2 or 6 of this Agreement.

b. Company agrees to indemnify and hold harmless Realtor and its members, managers, shareholders, directors, officers, employees, agents, attorneys and representatives, to the extent the claimant is not a member, manager, shareholder, director, officer, employee, agent, attorney or representative (the "**Realtor Indemnitees**"), from and against liabilities, losses, demands and damages (including without limitation reasonable attorneys' fees and other expenses of litigation) actually and reasonably incurred by Realtor Indemnitees to the extent arising from claims or causes of action asserted by third-parties that result from (i) the gross negligence or intentional misconduct of Company, (ii) use by Realtor of unmodified Documentation, (iii) violation by Company of Applicable Law in regard to the Equimaxit<sup>SM</sup> Program, or (v) material breach of Section 3 of this Agreement.

8. **Relationship of Parties.** Nothing contained in this Agreement is intended or should be deemed or construed to constitute, create, give effect to or otherwise recognize a joint venture, partnership or formal business entity of any kind between the parties. Neither Realtor nor Company shall have any authority to incur any expenses or liabilities on behalf of or in the name of the other or to bind the other in any manner or thing whatsoever, and each agrees not to hold itself out as having such authority.

9. **Severability.** The provisions of this Agreement shall be enforced in accordance with its terms to the fullest extent permissible under the laws and policies of each state and jurisdiction in which such enforcement is sought. However, should any part of this Agreement, for any reason, be declared invalid or otherwise unenforceable by a court of competent jurisdiction, such decision or determination shall not affect the validity or enforceability of any remaining portion, and such remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion eliminated; *provided*, however, that in the event of any such declaration of invalidity or unenforceability, the provision declared invalid shall not be invalidated in its entirety, but shall be observed and performed by the parties to the extent such provision is valid and enforceable. The parties hereby consent to and affirmatively request that this Agreement be reformed to the extent necessary to allow for its enforcement.

10. **Notice.** All notices and other communications hereunder (and all changes of address for notices) must be in writing and will be deemed to have been duly given if delivered personally (to be effective upon receipt) to a party or last known officer of the party to whom it is directed, via a nationally recognized overnight delivery service with all charges prepaid and signature upon receipt required (to be effective upon receipt evidenced by signature of the recipient), or via certified United States mail, with return receipt requested, first-class postage and charges prepaid (to be effective three days after mailing), in each case with a copy via email, to the parties at the addresses, facsimile numbers and emails shown below their signatures hereto.

11. **Survival.** Upon termination of this Agreement, the provisions of Section 4 (Payment), Section 5 (Termination; Effect of Termination), Section 6 (Confidential Information & Non-Compete), Section 7 (Indemnification), Section 11 (Survival) and Section 13 (Miscellaneous), shall survive.

12. **Further Assurances.** Realtor will, from time to time in a timely fashion upon request of Company, cooperate and to take all actions and execute and deliver all instruments, agreements and other documents as reasonably are necessary or appropriate to effectuate the purposes of this Agreement and consummate the transactions contemplated hereby.

13. **Miscellaneous.** This Agreement shall be governed by and construed, interpreted and enforced in accordance with the law of the State of Georgia, without regard to conflicts of laws principles. Time is of the essence of this Agreement. This Agreement contains the entire agreement of the parties with respect to the

subject matter hereof and supersedes any prior agreements, understandings or negotiations between the parties, whether oral or written. No provision of this Agreement may be waived, amended, modified, extended or discharged except by an agreement in writing signed by the party against whom enforcement is sought. A waiver by Company of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by Realtor. All rights and remedies of Company under this Agreement are cumulative with all other rights and remedies available to it hereunder or at law or in equity. This Agreement shall be binding upon and inure to the benefit of Company and its successors and assigns and Realtor and its permitted successors and assigns. This Agreement shall not be assigned by Realtor, by operation of law or otherwise, without Company's prior written consent which may be withheld for any reason in Company's sole discretion, and any purported assignment without such consent shall be void and of no force or effect. Company shall be permitted to assign this Agreement and any of its rights and remedies hereunder in its discretion. No person or entity not specifically executing this Agreement as a party hereto, including without limitation any real estate agents, salespersons or other representatives hired or engaged by Realtor, is intended to be or shall be deemed or treated as a third-party beneficiary of this Agreement. The Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The parties hereby consent to personal jurisdiction over them and to venue in any State of Georgia or Federal court serving Fulton or Gwinnett County, Georgia and, to the extent permitted by applicable law, waives any objection based on venue or forum non-conveniens with respect to any action instituted in any such court. This Agreement may be executed in one or more duplicate originals which shall, either singularly or together, serve to represent one agreement between the parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument, and also may be executed in two or more originals, each of which shall constitute one and the same Agreement. The parties agree that a facsimile or electronic transmission of their signatures to this Agreement will be legally binding upon and enforceable against them.

IN WITNESS WHEREOF, the parties have executed this Agreement, under seal, as of the day and year first above written.

**Realtor:**

\_\_\_\_\_ *[insert name of individual or entity, as applicable]*

By: \_\_\_\_\_ (SEAL)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**Company:**

RENOVATION FUNDING GROUP, LLC

By: \_\_\_\_\_

Title: Manger

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_