

our commitment to you

Together we can do what must be done. Together we will complete this program.

- ✓ The Foundation will keep employed an advising team available to provide you with unlimited consultations.
- ✓ The Foundation will keep employed an advising team to take your calls and return them in a timely manner and keep an open line of communication as much as reasonably possible.
- ✓ The Foundation will keep employed an advising team who will hold you accountable to the process for as long as it takes.
- ✓ The Foundation will keep employed an advising team who can pull together resources and information (when you call and request it).

your commitment to us

- ✓ You promise to do whatever it takes to complete the program and see it through.
- ✓ You promise to seek out assistance from the advising team and complete consultations as needed.
- ✓ You promise to pursue us for information and then apply that information to all relevant aspects of your life.
- ✓ You promise to initiate calls to the advising team and NOT wait for an Advisor to call and to communicate in a timely manner when possible.



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2 HOUSING PROGRAM DISCLOSURES & AGREEMENT

Housing Program Vs Real Estate Transaction

What is the purpose of our housing program? It is to help you go from being a renter to a home owner. Can you buy a home when you start the program? No, but you can when you graduate from the program.

Consider the worm that goes into a cocoon and exits a butterfly. When you come into our housing program, you have challenges that we must overcome. You are not prepared or capable to purchase a home.

Our program like the cocoon is designed to change you, make you better than you were before. When you graduate and come out of the cocoon you are different then when you went into the program.

This new you has excellent credit, funds to close and the knowledge to go into a real estate transaction from a position of power. You can spread your wings and fly with confidence!

The reality is the “program” itself is not a real estate transaction. You have to realize that the housing program is a series of actionable steps taken by you and our advising team through consultations that will result in your ability to participate in a real estate transaction (at some point in the future).

The program consists of unlimited consultations that include advice and guidance on credit restoration, budgeting, debt reduction and other financial elements that result in your ability to complete a real estate transaction.

While you are in the program you are not involved with entities like the lender, an appraiser and a title company. These entities and others will be brought into the picture when you complete the program.

Financial aspects like transaction costs and your down payment are aspects of the real estate transaction that become relevant after completing the program. Participation in the program is NOT participation in a real estate transaction.

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The Real Estate Transaction

A real estate transaction is initiated with a **purchase and sale contract**, which sets forth the terms of the transaction including the financial aspects like the **down payment** and **transaction costs**.

The contract lists the **physical property** that is being sold to a buyer. A real estate transaction requires the oversight of a title company who will manage the money between the parties at the time of closing.

The title company is a neutral, third party (the escrow holder, a.k.a. escrow agent) who is responsible for closing the transaction properly. The title company is responsible for accounting for the funds before, during and at the closing.

When you enter the program you are NOT a buyer. The real estate transaction has to include a buyer that has the **ability to purchase** and a seller that has the **ability to sell**. You're not considered a buyer until after you complete the program due to your credit, debt and other issues.

It is important to understand that none of these aspects are applicable while you are participating in the housing program. It is only after completing the program that these elements become relevant.

Completing or graduating from the program is realized when the advising team is able to submit you to a lender and secure an approval to purchase AND all aspects to being able to purchase have been met by you.

Even though the housing program and the real estate transaction are independent of each other, it is critical to know that the housing program is all about setting you up to achieve success with the real estate transaction.

The Real Estate Team

Once we have a lender approval then the sourcing process is initiated with the real estate team.

The real estate team works with the advising team to complete all the **sourcing steps** which will lead to a point where a purchase and sales agreement (contract) needs to be completed.

Only a licensed real estate professional is able to show you homes and complete real estate agreements.

The real estate purchase and sale agreement sets forth the general terms of the purchase which includes but is not limited to: (i) a sales price, (ii) earnest money required by the buyer, (iii) who is paying what closing costs, (iv) the time frames for the transaction, and (v) many other details of the transaction.

The real estate professional preparing the contract will typically use a state approved standard contract. In Jacksonville, the NEFAR purchase and sale contract is used. This is the North East Florida Association of Realtors (NEFAR) agreement.

Our housing program is different in many ways from the traditional retail method of home buying. We have retained real estate professionals to work with you that have been trained on how our programs work. You will be working with real estate professionals that have their licenses assigned to our brokerage firm, which demonstrates their commitment to helping participants that graduate from the program.

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The Down Payment & Closing Costs

Why do you need to put money down? The **down payment** helps ensure you have enough money in the transaction to cover primary and secondary transaction costs and meet the lender's "risk" assessment.

Reduces Lender Risk

If you have enough of your money or equity in the property you are less likely to default on your mortgage which would result in a foreclosure. The lender does NOT want to take your house through foreclosure. Lenders require that you have a down payment because they figure that you don't want to lose your money which is held as equity in your home. As long as you have a significant amount of equity, you are more likely to meet your financial obligations of the loan so that you don't lose that money/equity.

Requirement for FHA Backed Loans

Most buyers will secure a loan that is backed by the Federal Housing Administration (FHA). If you want to use an FHA backed loan you would need to have approximately 3.5% of the purchase price for your down payment.

On a property valued at \$100,000 that would equal \$3,500.

On a property valued at \$150,000 that would equal \$5,250. The average buyer purchasing a home valued between \$100,000 and \$150,000 would be expected to put down \$4,000 to \$5,000 just to meet the down payment requirement at closing.

Closing costs are another expense that home buyers typically factor into their budgeting and savings expectations.

Closing costs could total as much as \$4,000 to \$6,000.

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Primary & Secondary Transaction Costs

Transaction costs have to be factored into the purchase of a property. You should familiarize yourself with the following primary and secondary transaction costs.

Primary Transaction Costs

- ✓ Cost of the property from the Seller (purchase costs)
- ✓ Title Transfer Fees (title company)
- ✓ Realtor Fees/Costs ✓ Utilities/Permits
- ✓ Renovation Fees /Costs ✓ Lender Fees/Costs
- ✓ County, City, State, Government Fees/Costs

Secondary Transaction Costs

- ✓ Title Transfer Fees/Costs (title company)
- ✓ County, City, State, Government Fees/Costs
- ✓ Mortgage Recording Fees/Costs
- ✓ Realtor Fees/Costs ✓ Appraisal Fees/Costs
- ✓ Doc Stamp Fees/Costs ✓ Warranty Fees/Costs

Primary Transaction Costs are those expenses associated to securing a property on your behalf. These costs include but are not limited to; the cost to secure the property from the seller, title transfer fees and other title company related expenses, realtor fees, renovation costs and any county, city, state or government fees or costs that may be charged to the selling party or in the acquisition process.

Primary transaction costs usually make up about **85%** of the value of the property. After the closing is completed and you take title to the property, approximately 85% of the funds from the retail lender are paid back to the sponsor that put up the money to cover your primary transaction costs.

Secondary Transaction Costs are those expenses associated to when ownership of the property is transferred to you. You can expect the secondary transaction costs to average approximately **15%** of the value of the property. These secondary transaction costs are actually paid out of the funds that come from the lender at the time of the closing.

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Funding from Government Programs

Funds that come from government programs are not distributed directly to the organization or the program participant at the **time of closing**. These **funds are disbursed** in the form of equity in the home which equals up to 3.5% of the purchase price or credited toward closing costs.

Closing costs are those one-time expenses such as taxes, lender fees, title agency fees, that you would have been responsible for paying. Our goal is to try and secure enough sponsorship funding to offset both the down payment and closing costs.

Funding distributions and allocations vary per transaction. There is no way to truly know exactly how much is going to be secured and how funding would be distributed or allocated in the transaction at closing until we get to the closing.

Funding from government programs involve multiple types and sources of proceeds. To be eligible for these funds you will be required to complete specific courses on home ownership. You may be required to complete other tasks in order to remain eligible for these proceeds. If your household income is too high or too low, you may not be eligible.

The lenders will require that you bring a minimum of \$1,000 to closing. You will also be required to pay for your appraisal fee (approximately \$400). These fees are separate from and have nothing to do with the money you placed into the gfc program. The \$1,000 payment at closing may be applied to equity or possibly used to offset closing costs (this will be determined at the time of closing).

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Sponsorship Funding

When you become eligible for sourcing we solicit funding on your behalf from a sponsor. Your sponsor will provide capital to acquire, renovate and carry the property you selected that conforms to our community revitalization program. When the transaction is complete the sponsor receives his/her funding back.

The actual amount of sponsorship funding you may receive is proportionate to the amount you paid into the gfc program in consideration of the amount of government funding that is secured and allocated toward your down payment and closing costs.

If you are not eligible for government funding we can solicit sponsors for funding to cover 100% of your closing costs.

Lenders will not allow us or your sponsor or any party for that matter to make any payments toward your down payment. You will be required to bring your 3.5% down payment at the time of closing. Our goal is to get you qualified so that we can use government funding to cover all or the majority of your down payment. In many cases we may structure sponsorship funding toward moving assistance as an offset. There are two reasons why you may not benefit from government funding; (i) you may not qualify OR (ii) funding may not be available.

If you are not eligible or there is no funding available then we default to the seven methods of sponsorship funding exclusively.

The Foundation will negotiate on your behalf with your sponsor to ensure you receive a match on proceeds paid into the gfc program. The return on proceeds can come from one or more of the seven sponsorship methods.

It is important to realize that the financial details of a real estate transaction can NOT be determined while you are in the program. It is only after completion of the program and at the time you engage a licensed real estate professional that these financial arrangements can be negotiated on your behalf.

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The Foundation takes in gfc funds in good faith under a contract with full disclosure that these funds will be used by the Foundation **to support the operation of the program.**

The contract or “**housing program agreement**” provides the parameters from which you and the Foundation will work together to ensure you complete the program and receive sponsorship funding that matches what you contributed or is greater than what was paid into the gfc program.

The gfc program is not a bank account that you can put money into and take money out of. Program payments are deposited into bank accounts operated by the Foundation and used to support the operation.

Once a payment is made into the gfc program it becomes the property of the Foundation to be used by the Foundation to support the operation. You are responsible for ensuring the Foundation receives program payments in the proper form.

WE DO NOT TAKE CASH. The preferred method of payment is ACH. Automatic Check Debit from a banking institution.

The secondary authorized method of payment is personal checks. Personal checks must be made payable to the We Help Foundation. The check must be dated properly, signed and include “gfc program payment” in the memo. You should receive a copy of the check for your records along with a gfc tracker **as proof of payment.**

It is NOT acceptable for an employee to ask you for cash to convert to certified funds. All funds from you must be tracked or sourced back to your personal bank account for verification of funds.

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Lender Eligibility Requirements

The lender has an underwriting department whose sole job is to scrutinize a buyer to ensure that they have the financial wherewithal to afford and maintain a mortgage. It is difficult to get qualified for a mortgage these days because lenders are more stringent in their underwriting guidelines than in recent years. The lending institutions lose money when they have to foreclose on a property. By having stricter guidelines and requiring a consumer to have higher credit and financial standards they decrease the risk of that buyer defaulting on their mortgage. The program guidelines state that we provide consultations to you and you must take measurable action based on those consultations over-time until we can identify a lender that provides an approval.

The objective is to identify and overcome all barriers to securing an approval from a lender. In order to be submitted to a lender, a purchase and sale contract must be executed with a property selected. Lenders cannot provide a valid and true approval without a NEFAR agreement. NEFAR stands for North East Florida Association of Realtors.

Lending institutions have different underwriting guidelines, overlays and stipulations. One approach for submitting a file would be to go to just one lender. The problem with this approach is that if that particular lender denies the loan, then we have to start all over with another lender. The approval process can take up to a month to complete. Instead, we may submit your file to up to four different lenders at the same time to see which lending institutions can provide an approval first. In scenarios where we do get a denied loan, our commitment to you is to identify what is causing the issue and continue consultations with you until that particular issue or list of issues are resolved and then go back and resubmit. Repeat as often as required and applicable.

The We Help Foundation will provide guidance to you in the “submission” process as many times as it takes until an approval is achieved.

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10 HOUSING PROGRAM DISCLOSURES & AGREEMENT**Credit Profile Management**

Improving your credit profile is critical to completing the program. A good credit profile is required in order to secure a loan approval. High credit scores don't necessarily mean that a credit profile meets the standards expected by a lender. You may have high scores while having negative items on your profile. The age and balances of negative items on your credit profile can often be factors that keep you from an approval.

You may have a high credit score but if you have one of the following items on your credit profile achieving loan eligibility will require "time". The following items have varying lengths of time requirements that a program participant must adhere to in order to be eligible for a loan.

Bankruptcy: Three to four years.

Short Sale: Three to four years.

Foreclosure: Three to four years.

Repossession: Two years.

The stated time frames are determined by the lender NOT us. These time frames may change and we usually discover changes in these types of stipulations during the submission process.

Our program requires you to improve your overall knowledge competency on everything from managing your credit profile to budgeting and many other general financial aspects with the goal of becoming a home owner.

We work with a reputable law firm who keeps up to date with the ever changing legislation on consumer credit rights. In our program you'll have access to your scores in real time and be able to manage what items are being disputed along with the other factors that impact your credit standing.

It is about education. We want you to learn the fundamentals of money management, accountability and debt management which are all factors that determine the make-up of a credit profile.

Credit inquiries can lower your score. A credit inquiry is a notation on your credit that someone has requested your credit profile. Two types of inquiries may appear on the report. The first is a "hard" inquiry that can impact your credit score and the second is a "soft" inquiry that doesn't. When you pull your credit report, you can see both. Creditors can only view hard inquiries.

Inquiries don't count as much as payment history, revolving utilization and other factors that contribute to the calculation of a credit score.

A single inquiry typically impacts the score by one to five points. The actual impact of an inquiry can vary according to your credit history. If you have few accounts or a short credit history, inquiries can cost more points. The amount of points deducted may not be the same for each additional inquiry, as they might be scored in ranges. There is a certain threshold that the consumer could max out on when it comes to numerous credit checks causing your score to drop.

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Hard inquiries stay on credit reports for two years, but the length of time they impact the score depends on the scoring model used. Multiple inquiries generated when rate-shopping for a mortgage, auto or student loan are consolidated by credit scoring models when done within a certain window of time. The FICO scoring model ignores mortgage, auto and student loan inquiries in the 30 days prior to scoring. Mortgage, auto and student loan inquiries older than 30 days are lumped as one inquiry whenever they fall within a 14-day span. Newer versions of the scoring model count the shopping period as any 45-day span while others lump such inquiries that occur within a rolling 14-day window as one inquiry.

Debt settlement and reconciliation is another key factor in your credit profile. Sometimes you will need to payoff specific debts, while other debts we may recommend that you avoid paying off and rather dispute and remove from your credit profile. You will have the opportunity to receive customized consultations that show you how to communicate with debtors to realize long-term improvements for a credit profile.

We don't believe in the "quick-fix" approach. We believe in taking one's time to properly build a strong credit profile based on education and proper financial management techniques.

Our Advising team will be able to provide additional guidance and suggestions specific to your individual credit profile.

In addition to boasting an excellent credit profile, there are several other factors a program participant must consider when completing our program and qualifying for a mortgage. These factors include; (i) understanding what PITI payments are and how they impact their budget, (ii) understanding what reserves are, and (iii) understanding what a Debt-to-Income ratio is and how it impacts purchasing power.

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PITI Explanation

PITI (pronounced like the word "pity") is an acronym for a mortgage payment that is the sum of monthly principal, interest, taxes and insurance.

PITI is the sum of the monthly loan service (principal and interest) plus the **monthly property tax payment, homeowners insurance premium**, and [when applicable] the **mortgage insurance premium and homeowners association fee**.

Almost all mortgages, especially FHA and VA based loans; escrow and include property tax payments and homeowners insurance premiums as part of the monthly mortgage payment,

PITI represents the monthly "**bottom line**" of what they call the "mortgage payment" (although actually, in more precise terms, it is a combination of several expenses wrapped together into one payment).

Program participants can go to our website and click on the financial calculator link to learn more about what their qualifying PITI payments might be as well as their purchasing power.

Program participants can also spend time with the advising team through consultations to learn more about the PITI payments and how the PITI payments may impact their over-all budget.

The final PITI estimate will come from a licensed mortgage professional at the point where you are being submitted to a lender for an approval. At that time, that loan officer will give you the most accurate representation and good faith estimate based on your financials at that time.

What are Reserves?

Lending institutions require buyers to have two to three PITI payments **reserved** in a verified bank account in order to receive an approval and clear to close.

The reserve shows that the borrower could continue to pay his/her monthly payment for several months even if his/her income was **temporarily interrupted**.

This reduces the risk of an early default making the borrower less of a risk. The funds must be saved in a bank account that has your name on it. The bank account will be verified by the lender once you go into underwriting.

For example, if a mortgage lender requires 2 months' worth of PITI funds to qualify for a specific loan, and the PITI payment for the loan equals \$1,000/month, the borrower must document and prove they have at least \$1,000 x 2(months) = \$2,000 in funds prior to closing.

The reserve funds must be in the borrower's bank account at least thirty days prior to closing and remain in the account until the funds can be verified through until closing.

Some lenders may require the reserve funds to be in your account 60 days. Because the lender determines this time line, it would be smart to just setup a savings account.

This will fit into our gfc savings and budgeting strategy. When you do your budgeting worksheet and planning strategy at enrollment we will allocate 25% of your positive differential each month toward your reserves.

Acceptable verifiable accounts include VODs (Verification of Deposit), checking accounts, savings accounts, 401k and other retirement plans, and stocks. Reserve requirements will vary slightly per lending institution. Typical reserve requirements are 2 to 3 months PITI payments.

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13 HOUSING PROGRAM DISCLOSURES & AGREEMENT**Debt to Income Ratio**

Another factor that helps lending institutions evaluate the financial stability of a buyer is a formula by which they compare one's **debt to their income**. This produces a **debt-to-income** ratio (DTI ratio).

The DTI ratio is a financial health indicator. It is what the lending institutions use to determine a buyer's ability to manage debt.

There are two DTI ratios. They are expressed as a pair using the notation x/y (for example, 28/36).

The first DTI ratio [**the front-end ratio**] indicates the percentage of income that goes toward **housing costs**, which for renters is the rent amount. For homeowners it is the PITI payment.

The second DTI ratio [**the back-end ratio**] indicates the percentage of income that goes toward paying all recurring debt payments, including those covered by the first DTI ratio, and other debts such as credit card payments, car loan payments, student loan payments, child support payments, alimony payments, and legal judgments.

Most program participants will be receiving an FHA backed loan from a lender. FHA backed loans typically require a DTI ratio of **31/43**.

As an example, let's say the annual gross income of the program participant is equal to \$45,000. Divide that by 12 = \$3,750 per month of income.

- $\$3,750/\text{mo} \times .31 = \$1,162$ **allowed for housing expense.**
- $\$3,750/\text{mo} \times .43 = \$1,350$ **allowed for housing expense + recurring debt.**

There are other types of loans that some participants may secure for financing. Conventional loans typically require a DTI ratio of 28/36. VA backed loans typically require a DTI ratio of 41/41 and USDA loans require 29/41. The goal of the program is to help a participant keep their DTI ratio **at 31/38 or lower**.

Here's another more simplistic way to look at your debt-to-income scenario. Let's say your household income is \$83,000 per year or \$6,916 per month. Let's say the mortgage payment is \$1,350/mo, the car loans total \$365/mo, minimum credit card payments are \$250/mo and student loans add up to \$300/mo. That equals a recurring debt of \$2,265 a month. Divide the \$2,265 by \$6,916 and that produces a DTI ratio of 32.75%. Using this calculation method is one way to quickly determine whether the ratio is high or low. As long as the DTI ratio is 36% or less then this eligibility requirement should be acceptable for a loan qualification.

If the amount of debt is too high resulting in a high debt to income ratio, then you have to make a choice.

Option #1: Increase your income to improve the ratio.

This option is typically not available unless you add another income earner to the mortgage. But, the new income earner's debt will also be added to the formula.

Option #2: Decrease your purchasing power.

We can lower the mortgage payment which lowers the ratio. A lower mortgage means you are buying less of a house. For many, this is frustrating because you have your heart set on that neighborhood, that style of home, and now you have to drop down to a property that is typically smaller and less expensive. The quality of the property is less and therefore the overall purchase is less attractive.

Option #3: Decrease your expenses and debt.

If you have less debt and expenses then your ratio will improve. Our strategy while you are in the program is to pay down your debt over time while we work to improve your credit profile. This is but one of many reasons why it may take you a year or more to be able to complete the program.

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14 HOUSING PROGRAM DISCLOSURES & AGREEMENT**Transportation Program Options**

The monthly debt payment for a vehicle will absolutely impact your DTI ratio. To help ensure you achieve your goal of home ownership we created a transportation program designed to give you favorable terms that help reduce or eliminate your debt expenses.

To ensure you have the best chance at purchasing the highest quality home in terms of **size, location and amenities** we have to consider your monthly car payment. When you enroll in the program we have to create a plan based on the following options and strategies you select.

Option #1: Pay your current vehicle debt off

If you already have a vehicle payment before enrolling into the housing program we will structure your time-frames in the program to encompass a graduation time-frame around the payoff of your vehicle debt.

This may extend the time-frames of the program but ensure greater success when it is time to enter into the real estate transaction. If you don't have a vehicle or any debt tied to transportation then you should consider option #2 or #3.

Option #2: Avoid a purchase altogether

The goal is to complete the program, graduate without any debt going into the real estate transaction. The challenge with this strategy is that you need transportation to get back and forth to work, etc.

If you are blessed with having transportation that has no debt tied to it, then all you have to do is keep it that way and avoid incurring any purchases that create any debt until after you close on your home. If you can hold out until you complete the purchase of your home then you will have a credit of at least **\$2,500** waiting for you to use toward the purchase of a vehicle from a participating dealer. You'll be able to select a used but reliable vehicle and receive **\$2,500** off the retail price of that vehicle. You'll have excellent credit so we will help you secure a low interest rate loan at that time on the difference (plus tax, tag, registration and other standard fees).

Option #3: You can go cheap now

You could purchase an extremely cheap vehicle from a participating dealer now and delay the purchase of a nicer vehicle until after you close on your home. We can arrange for you to secure a cheap but reliable vehicle for let's save a few thousand dollars. You need to have the funds for this cheap vehicle now.

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15 HOUSING PROGRAM DISCLOSURES & AGREEMENT**The Sourcing Process**

In order for a program participant to initiate the sourcing process they must meet the following criteria to be considered “eligible”.

1. A program participant must fund the gfc program completely. The gfc program requires that the program participant make payments that collectively equal **\$10,000**.
2. A program participant must improve their credit score to a point at which all three beacon score are at **640 or higher**.
3. A program participant must ensure their DTI ratio meets a ratio of 23/38.
4. A program participant must complete all computer based educational courses.
5. A program participant must complete any third party educational courses required to secure third party funding.
6. A program participant must receive an approval by a lender.

Once the above listed tasks have been achieved by the program participant then we initiate the “**Sourcing Process**” (see sourcing program disclosures). There’s an extensive sourcing process involved which is explained in our **sourcing-disclosures**. This overview explains everything in the sourcing process from the formulas and budgets used to make the transaction work, to the timelines involved. There are a lot of project costs to consider, from renovation costs, buyer and sellers closing costs, carrying costs, realtor fees and interest returns to the seller. All of these costs and the entire process are explained in greater detail in the **sourcing disclosures**.

In some cases program participants can **rent to own** a property under a “**residential rental agreement**” and a “**lease-option agreement**” for a short period of time until the purchase is complete.

When the program participant completes the purchase the capital that was borrowed by the Foundation from the sponsor to acquire, renovate and carry the property is returned to the funding source which is often re-allocated to sponsor another program participant.

Program Completion Time-Frames

In the state of Florida valid contracts should have a time-frame or “term” which is the label used to describe references to time. Contracts are supposed to have a clear starting and finishing point (a beginning and ending time-frame). Our Agreement with you is for a 60 month or five-year term.

We believe this to be a reasonable amount of time to help you achieve your goals and complete our program. If you go past the five year term that doesn’t mean the Agreements between you and the Foundation are no longer valid.

It simply means that the time-frame we assigned to the process ended and we would need to simply complete a new agreement for another five year term.

The **expiration of the term** doesn’t mean that you lose your contractual **right to the third party sponsorship funding** or any other monetary benefit of the program.

Should the term expire, you are responsible for contacting the Foundation and requesting a consultation to complete all new program agreements with the same program parameters and benefits with a new time-frame.



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16 HOUSING PROGRAM DISCLOSURES & AGREEMENT**Unlimited Consultations**

There is NO limit to the number of consultations you can receive from our advising team. We've built a comprehensive educational system designed to distribute a significant amount of information to program participants in manageable increments to ensure program participants gain the knowledge needed over-time.

At some point you will be asked to participate in computer based educational courses that are designed to distribute information through a self-paced system that presents information and then tests the user on that information while tracking the user's progression.

The content of the computer based educational courses include everything from understanding our programs to specific courses on credit, lending and real estate.

Program participants are required to complete all computer based educational courses and failure to complete them could result in termination from the program.

Program participants are responsible for calling and scheduling consultations with the advising team. The advising team is not required to contact program participants to remind them to complete consultations, courses or sessions.

Program participants may be required to attend and complete third party programs which are provided by entities or companies that are affiliated with our program.

Failure to complete a third party program when instructed to do so could result in termination from the program.

Program participants are responsible for gaining measurable results from this program and applying said information to their financial decisions.

“Win” for YOU the program participant:

Sponsorship funding offers seven different methods **equal to or greater than** the funding paid into the gfc program.

“Win” for the sponsor:

When you complete the purchase your sponsor will receive their interest profit and is reimbursed for the acquisition of the distressed property, the renovation of that property and any upgrades and carrying costs associated to that property.

“Win” for the retail lender:

The lender has an educated and fiscally responsible borrower who is motivated. They have a borrower that understands the benefits of owning versus renting and appreciates having the opportunity to receive a loan to purchase a home. They have a borrower that is not likely to default because they better understand how to manage their money, their bills, debt and responsibilities.

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17 HOUSING PROGRAM DISCLOSURES & AGREEMENT**GENERAL AGREEMENT**

I/we understand that the term of this Agreement shall commence as of the date first listed next to my/our signature in this Agreement and shall continue in full force and effect for the full term of 60 Months with an option by the parties to renew every 60 months until I/we graduate from the program (subject to this Agreement).

I/we understand that all rights and obligations of this Agreement will extend through to the date that I/we complete the program and purchase a home unless otherwise terminated by the Foundation for cause (defined in this Agreement). I/we understand that the term of this Agreement is subject to the completion of the program.

I/we have read and understand the content and information found in the housing disclosures, the sourcing disclosures and sourcing Agreement. **I/we have been given the opportunity to read these documents and have been given adequate time to review all supporting documentation on the program prior to enrolling into the housing program.**

I/we understand that as long as program payments are being made as Agreed upon and outlined in this Agreement the Foundation shall be responsible for the reasonable cost and expense associated for the time, effort and material costs incurred for providing guidance and assistance in completing the program.

I/we understand that in no way is the Foundation coercing me/us to enroll into the program, but rather I/we desire to take advantage of the help and assistance that is available from the housing program and the Foundation.

I/we understand that the Foundation is agreeing to provide its ("Services") in "good-faith"; gaining access to the Foundation's resources to help overcome the applicable challenges that are keeping me/us from home ownership.

I/we understand that the program objective is to overcome several potential challenges that may include but not be limited to; (i) the resources and accountability required to complete the program, (ii) the information and assistance required to improve or restore my/our credit profile, (iii) the information and assistance required to manage money and budget most effectively.

I/we understand that in order to maximize the features and benefits of the program I must be proactive in pursuing solutions to any challenges that are keeping me/us from completing the program.

I/we understand that a major key to my/our success in the program is: (i) understanding where I/we stand as I/we enter the program, (ii) understanding what my/our goals are and (iii) understanding how to best achieve my/our goals. I/we understand that I/we will be required to complete a "goal tracker" to identify the benefits of home ownership to stay motivated to do what I/we have to do to complete the program and achieve those goals.

I/we understand that after completing the enrollment process it is my/our responsibility to call the Foundation to schedule secondary follow-up consultations by phone or in person. I/we agree to provide any documentation requested of me/us by the advising team or any authorized secondary personnel.

PLACE YOUR INITIALS HERE INDICATING THAT YOU HAVE READ THIS PAGE:

 JLB

18 HOUSING PROGRAM DISCLOSURES & AGREEMENT**ADVISING TEAM POLICIES**

I/we understand that the Foundation is responsible for providing access to an (“**advising team**”) which consists of multiple advisors who are responsible for helping me/us complete the program (including all courses and consultations).

I/we further understand that during my/our tenure in the program the Foundation may need to re-assign advisors to me/us and I/we agree to work continuously with each advisor with the same commitment as the previous.

I/we understand that I/we must (i) report to, (ii) communicate with, and (iii) follow the guidance of the (“**advising team**”) whose responsibility is to communicate on my/our behalf with (“**Secondary Support Personnel**”) which may consist of but not be limited to one or more: (i) loan officers/processors, (ii) underwriters, (iii) credit officers, (iv) real estate professionals, (v) sponsors, (vi) appraisers, (vii) title agents, (viii) members of management, (ix) contractors, (x) affiliates of the Foundation.

I/we understand that communication with secondary support personnel may only occur (i) if the advising team has instructed me/us to do so, (ii) if the advising team is involved in the communications; (iii) all communications are transmitted back to the advising team. I/we understand that I/we may be terminated from the program if I/we do not follow these communication protocols with secondary support personnel and the advising team.

I/we understand that I/we desire the council, advice and assistance (“**Services**”) of the Foundation. I/we understand these services include but are not limited to the advising team for unlimited consultations and educational courses.

I/we understand that I/we must follow the suggestions, recommendations and general advice given to me/us by the advising team in order to continue receiving assistance and services. I/we shall in “good-faith” follow the guidance and instructions of the advising team until I/we complete the program.

I/we understand that it is my/our responsibility to make ongoing contact with the advising team to seek out suggestions and guidance and general advice. I/we understand that it is NOT the responsibility of the Foundation and/or the advising team to chase me/us down or call me/us to progress in the program as that is my/our responsibility.

I/we understand that outside of this program, I/we would be required to seek the counsel of independent parties such as a real estate agent, a mortgage or loan officer, and a credit officer in order to become a home owner. I/we understand that outside of this program, I/we would have to figure out how to bring these independent parties together to navigate the time-consuming process of becoming eligible to purchase a home.

I/we understand that outside of this program, I/we would have to demonstrate the self-discipline required to connect all the moving parties together and perform all the actions required in order to become eligible to purchase a home.

I/we understand that having access to an advising team is a benefit because I/we have a team working together on my/our behalf, saving me/us the time and effort to figure it out on my/our own. I/we recognize this is a great solution provided to me/us by the Foundation to help me/us navigate the often difficult and time-consuming process. I/we would agree that without this solution the odds of being able to become a home owner would be significantly low.

I/we understand that outside of this program, I/we would not have an accountability-system and support structure that is available to me/us through this program. I/we understand and appreciate the value of being accountable to the program.

I/we understand I/we may be required to participate in group training sessions and agree to behave in a manner that is conducive to the learning process (professional and polite).

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19 HOUSING PROGRAM DISCLOSURES & AGREEMENT

I/we will not take for granted the time, energy and effort provided to me/us by the Foundation and the advising team, which may include but not be limited to; (i) the time provided in preparing for and delivering consultations and computer based educational courses, (ii) the time provided navigating the various secondary support teams on my/our behalf.

I/we understand that the advising team is available to me/us to participate in educational consultations and specific educational courses. I/we understand that it is my/our responsibility to complete **computer based educational courses, sessions, workshops or consultations** in order to graduate from the program.

I/we understand that the purpose of educational consultation is to streamline the process of distributing information and knowledge on everything from understanding the program itself to specific courses which may include but not be limited to; (i) credit, lending and real estate, (ii) home ownership terms and definitions, (iii) home ownership responsibilities, (iv) mortgage basics, (v) mortgage and real estate documents, agreements and contracts. I/we further understand that the Foundation may provide information on these various topics through one-on-one consultations that may or may not include the dissemination of information through a computer.

If the advising team encourages me/us to complete computer based educational courses, I/we agree that I/we will do so in a timely manner and in the order in which they are intended. I/we understand that it is my/our responsibility to contact the Foundation to schedule and complete all computer based educational courses. **I/we further understand that the Foundation is NOT responsible for tracking me/us down or calling me/us to try and get me/us to complete consultations or the computer based educational courses or the program, because this is my/our responsibility.**

I/we understand that I/we must attend and participate in any educational sessions that are deemed necessary to complete the program which may include completing **third party programs**. I/we agree to complete third party programs when advised by the advising team. I/we understand that failure to complete third party programs when instructed to do so by the Foundation and/or advising team may result in termination. I/we understand that it is my/our responsibility to be present and in the room when information is being given in order to be considered ("Present") and accounted for.

I/we agree to limit questions of a personal nature during group sessions and avoid causing distractions. I/we understand that I/we will have access to the advising team for advice and support outside of group settings for one-on-one consultations which will better provide the proper circumstances for asking questions.

I/we understand that only ("active") program participants are allowed to participate in the learning system which includes consultations and access to the computer based educational courses. I/we agree NOT to bring outside parties into any sessions without express permission from the Foundation. Program participants may bring their spouse into consultations or computer based educational sessions.

I/we understand that the information provided to me/us during consultations or computer based educational sessions are important and as such distractions such as children are strictly prohibited. I/we agree to secure child care services and will not bring children of any age to any sessions where participation is expected and it is a necessity to internalize information from consultations or computer based educational sessions.

I/we understand it is my/our responsibility to attend and complete any and all consultations or computer based educational sessions and complete all testing. I/we understand I/we must achieve measurable results by applying what I/we learn from consultations with the advising team, the computer based educational courses and any other recommended and applicable third party resources for information.

I/we understand that continued participation in the program requires: (i) participating in any computer based educational course that may be offered, (ii) reviewing and understanding future versions of this Agreement and (iii) completion of several specific program forms and documents required to move forward in the program.

I/we understand and give permission to the We Help Foundation to record any and all interactions whether in person or by phone. I/we understand that recording consultations will provide all parties with a clear and precise reference point to ensure all parties remain on the same page.

PLACE YOUR INITIALS HERE INDICATING THAT YOU HAVE READ THIS PAGE:

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CREDIT PROFILE MANAGEMENT

I/we understand that as long as regular payments into the gfc program are being made as agreed upon and outlined in this Agreement, the Foundation shall pay the reasonable cost and expense associated for the time, effort and material costs incurred for providing guidance and assistance for **Credit Counseling** (including the hard cost of pulling my/our credit report), so I/we can complete the program.

I/we understand that the Foundation, and advising team, will NOT be performing ("credit repair"). I/we understand that the Foundation may refer me/us to a reputable law firm to initiate the removal of negative items from my/our credit profile. I/we agree to actively participate in the removal of negative items when recommended and agree to follow the plan provided by either our advising team and/or the third party we recommend that you use.

I/we understand that it is my/our responsibility to **schedule credit consultations** with the advising team who will provide the assistance and guidance I/we need on how to responsibly manage and build credit over time. I/we understand that the Foundation will be providing assistance and knowledge from a collaborative team of credit and financial experts who all want to see me/us maximize my/our credit potential. I/we understand that I/we will be learning all about credit and lending laws so that I/we can implement long-term strategies to improve and then manage my/our credit and financial obligations.

I/we understand that fee(s) are charged by a credit reporting agency to obtain my/our credit report and therefore will only be pulled when deemed necessary by the Foundation or the senior advising team to check the progress and status of my/our credit profile.

I/we understand that the advising team may provide debt settlement assistance and advice to me/us. I/we understand that if my/our debt is impacting my/our DTI ratio that it is my/our responsibility to secure settlement closures in order to resolve any DTI issues.

I/we understand that the advising team (if applicable) will be providing information on how to budget money, manage debt as well as other financial advice and educational information and I/we agree to internalize this information and implement it to the best of my/our ability.

I/we understand that with the guidance and oversight of the advising team, I/we might be required to dispute specific items on my/our credit profile. I/we understand that this means I/we may have to work with the advising team or any third party agency to send letters and notifications to credit reporting agencies to delete obsolete, incorrect, inaccurate or misleading information from unknown or unverified sources reporting on my/our credit profile or from data not in compliance with statutes, for items reported as inaccurate or incomplete.

I/we understand and agree to manage my/our credit profile better and I/we agree that I/we will NOT create new credit challenges as doing so would be counter-productive and delay my/our ability to complete the program and qualify for a loan. **I/we understand that if I/we do create new negative credit after enrolling into the program that I/we may be terminated from the program.**

I/we understand that if it is determined that I/we need to dispute specific items, the process is typically not quick and may take extended periods of time to complete properly. I/we understand that the average time for removal of incomplete or inaccurate items on my/our credit profile may be as little as 1 to 3 months and for major items 3 to 6 months or longer.

I/we understand that contacting the Credit Bureaus or credit reporting agencies is strictly prohibited unless instructed to do so by an advisor that has been given authority from a senior advisor.

I/we understand that contacting creditors or paying off any debts is strictly prohibited unless instructed to do so by the advising team. I/we understand that I/we must secure approval from the Advising team before making payoffs.

I/we agree to supply the Foundation with all the information pertaining to my/our identity, credit status, debts and payments that I/we may possess or that may be revealed by a third party reporting agency. I/we hereby affirm that all information furnished by me/us and statements made to the Foundation to date, are true and accurate, to the best of my/our knowledge.



PLACE YOUR INITIALS HERE INDICATING THAT YOU HAVE READ THIS PAGE: _____

21 HOUSING PROGRAM DISCLOSURES & AGREEMENT

I/we understand that there is no warranty or guarantee of credit improvement or debt elimination and that I/we may have to re-dispute an item that has previously been removed.

I/we understand that there are many factors that impact my/our credit score/profile. I/we understand the objective is to improve my/our credit profile so that I/we can qualify for a loan and purchase a home. I/we understand that the improvement process will depend on the number of negative items that need to be disputed, my/our ability to make payments on time, my/our level of indebtedness, the age of accounts listed on my/our profile, the pursuit of new credit as well as any other factors discussed and identified in consultations.

I/we understand that the Foundation shall not be liable in any manner for any loss or injury resulting from obtaining, compiling, and communicating information on my/our behalf in an effort to help improve my/our credit report or information, on my/our credit profile. I/we understand that the Foundation shall not be liable to me/us for loss or delay in the production or transmission of material from me/us to a credit reporting agency.

I/we understand that the dispute process and credit building process takes time and that the only way to verify positive results is to pull my/our credit report/scores from a credit reporting agency.

I/we understand that information relating to my/our credit profile shall be strictly confidential. However, I/we agree to hold the Foundation harmless on account of any loss, injury, damages, or claim that may result from any disclosure of personal information to any credit reporting agency or to any person who has extended credit to me/us in the past or with whom I/we have made application to obtain, establish or use credit. I/we understand that my/our scores may go up or down until the dispute process is completed and up to 60 days afterwards.

I/we understand that the Foundation makes no claims of its ability to make any direct changes in my/our credit profile, by contract right or computer access (i.e., "hacking"), or any right to access the files of any credit reporting agency to improve creditworthiness. I/we understand that the Foundation has not claimed to be in any way an agent of or contractor for or affiliated with a credit bureau, i.e. EQUIFAX, EXPERIAN, TRANS-UNION or a credit reporting agency.

I/we understand that the Foundation shall not, and cannot, accept any responsibility for payment of a bill or debt for debt settlement assistance. I/we understand the advising team may provide information on how to successfully complete settlement activities for any debt settlement negotiations, agreements, payments and results and it is my/our responsibility to honor any settlement payments.

I/we understand that it is my/our responsibility to co-ordinate with the advising team to review my/our credit profile which may or may not include information found on public record. I/we understand that I/we may be terminated from the program if I/we do NOT disclose any items that are not reported on my/our credit profile (as indicated on public record or any other source).

I/we understand that a tri-merge credit report will be reviewed with me/us by phone (or in person if so directed by the advising team) which will include information from the credit bureaus and from public record and at that time there should be no negative items other than those disclosed by me/us to the advising team.

I/we understand that the Foundation shall take all reasonable precautions in the securing, changing, correcting, compilation and furnishing of credit reports and information, and the restoration of my/our credit position or standing, under this Agreement, in compliance with the requirements of the Federal Fair Credit Reporting Act and any other federal or state laws regulating the compilation, furnishing and/or correction of credit reports (including Florida Statutes, Chapter 817, and Title 15 U.S. Code, Sections 1679 and 1681). It is understood that disputes must be reasonable, accurate and factual.

I/we understand that to improve my understanding of the credit rating system I/we should; (i) research and review the "Statutory Consumer Credit Rights Notice (Federal and State Law)" and (ii) use all available resources including the internet to become familiar with the credit rating system.

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22 HOUSING PROGRAM DISCLOSURES & AGREEMENT**FINANCIAL OBLIGATIONS AND COSTS**

I/we understand that the **gfc program** requires a financial commitment of exactly \$10,000.

I/we understand that an (“**installment plan**”) is available for funding the gfc program over-time. I/we understand that I/we will be required to follow a budget for making installments and payments into the program (program payments).

I/we understand that outside of this program, I/we would be responsible for securing the appropriate money required to complete the purchase of a property which will include, but not be limited to buyer’s **closing costs** and **down payment**. I/we understand that the Foundation shall endeavor to solicit and help me/us secure third party funding to cover the majority of the “funds-to-close” needed as long as I/we follow the program as intended and complete the payments into the gfc program.

I/we understand that (“**closing costs**”) are required to complete the transfer of ownership of a property. I/we understand that closing costs are separate from the purchase price and the down payment. I/we understand closing costs are my/our responsibility and that the Foundation in no way can guarantee that closing costs will be paid by any party. I/we understand that the Foundation has a sponsorship program which may result in my/our closing costs being accounted for through sponsorship funding from sources like a sponsor and/or grant or government/state funded programs.

I/we understand that a (“**down payment**”) is a separate financial obligation from closing costs that is required by all lending institutions in order to purchase a home. I/we understand that down payment requirements will vary depending on the type of loan program selected. I/we understand that if I/we want to secure a type of loan that requires a higher down payment than what is available from a third party funding source it is my/our responsibility to continue making installments (payments) into a separate personal banking account until such time that the higher amount is achieved. I/we understand that ineligibility for government funding after completing the program will require me/us to pay a down payment of no less than 3.5% of the purchase price at the time of closing (Federal Housing Administration requirement). I/we understand that if I/we do qualify for government funding that I/we will be required to bring no less than \$1,000 to closing.

I/we understand the (“**down payment**”) represents the amount of money a buyer would bring to closing to the purchase a property, the difference between the sales price and the mortgage or loan amount. I/we understand that the gfc program is **not a down payment program**. I/we understand the definition of a real estate transaction and agree that **participation in the program is NOT participation in a real estate transaction**.

I/we understand that program payments are NOT designated for a particular house or property. I/we understand that any payments made into the gfc program before I/we graduate are NOT considered to be associated to a down payment or real estate transaction. I/we understand that the gfc program constitutes the financial commitment to this program and the Foundation - not a particular house.

I/we understand that payments into the gfc program are paid to participate in the program. I/we understand that program payments **are NOT escrowed** (saved in an account). I/we understand that the gfc program supports the operation of the Foundation and that payments thereof are being secured through contracts and Agreements like this one. **I/we understand that once a payment has been submitted the funds are not available to me/us as they will be deposited into a Foundation governed banking account for the sole purpose of supporting the program.**



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23 HOUSING PROGRAM DISCLOSURES & AGREEMENT

I/we understand that the expiration of the term of this agreement does not constitute access to the gfc program or funds thereof. I/we understand that program payments into the gfc program become the property of the Foundation once they have been received and processed by the Foundation and said funds are used to operate the program.

I/we understand that enrollment into the program requires an initial payment of at least \$500.

I/we understand that the Foundation shall endeavor to secure third party funding that is equal to or greater than the amount that I/we have paid into the gfc program.

I/we understand that as long as gfc payments are being made as agreed upon and outlined in this Agreement; the Foundation shall cover the reasonable cost and expense associated for the time, effort and material cost to provide consultations, computer based educational courses, resources and support to me/us until I/we graduate from the program. I/we understand that if I/we stop making installments, or payments into the program (as agreed) that the advising team may suspend consultation services (support) until I/we get back on track with program payments.

I/we understand that the purpose of the gfc program is to: (i) establish an accountability mechanism sufficient enough to warrant the deployment of our assistance and services and (ii) secure third party funding to help account for transaction costs at the time of closing.

I/we understand that if I/we don't complete the program that I/we will not receive any proceeds from the gfc program under any circumstances. I/we understand that this strict policy on accessing the gfc program is motivation to complete the process and the program.

I/we understand that I/we may be required to make additional payments in order to facilitate the terms of an ("option to purchase contract") or a ("purchase and sale contract") for the express purpose of completing the purchase of a property. I/we understand that in cases where additional proceeds may be required in order to complete a closing transaction the amount will vary and may be based upon guidelines provided by a third party lender and it is my/our responsibility to save any additional proceeds required in a personal bank account that can be verified (separate from the gfc program).

I/we understand that the gfc program is not a bank account and that I/we cannot put money into the gfc program and then take money out like a bank account.

I/we understand that program payments are deposited into bank accounts operated by the Foundation and used to support the operation and maintain the program.

I/we understand that once a payment is made into the gfc program it becomes the property of the Foundation to be used by the Foundation to support the program.

I/we understand that the Foundation does NOT take cash and the preferred method of payment is by personal check. I/we understand that it is NOT acceptable for an employee to ask for cash for any reason.

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24 HOUSING PROGRAM DISCLOSURES & AGREEMENT**TRANSPORTATION PROGRAM POLICIES**

I/we understand that once I/we have achieved a balance of \$10,000 that I/we will have access to the \$2,500 credit off the retail value of a vehicle. I/we understand that I/we will receive a 10% discount off retail purchases after the first purchase and credit has been applied.

I/we understand that it may be in my/our best interest to delay that purchase until after I/we complete the program and purchase a home (as the program dictates). I/we agree to work with the advising team to make an intelligent decision on the purchase of a vehicle and will avoid creating a debt on a vehicle that will impact my/our dti ratio.

I/we understand that the credit of \$2,500 is good toward the retail purchase of a vehicle from a participating dealership only.

I/we understand that the credit of \$2,500 will be deducted off the retail value of a used vehicle whereby the over-all value of that vehicle is determined to be \$5,000 or greater.

I/we understand that I/we will be responsible for securing a loan from a third party lender for the difference due on the vehicle I/we purchase less the credit plus taxes, tag, registration, DMV fees and standard dealer fees.

I/we understand that the retail value of a vehicle can be determined by many evaluation or appraisal sources. I/we understand that the supporting dealership will use either Kelly Blue Book (kbb), Edmunds OR NADA as value guides and it will be at the supporting dealerships discretion as to which of these value guides is used when determining the retail value of the vehicle being purchased.

I/we understand that I/we will be required to review and execute the transportation program documentation, which will include disclosures, agreements, and other relevant and applicable paperwork.

I/we understand that in some cases the credit I/we receive may be increased as a result of the funding obligations from the Foundation to me/us and that any such increase would be determined after I/we close on my/our home. I/we further understand that the extent of an increase in a credit is subject to approval from both the Foundation and the supporting dealership.

I/we understand that if the supporting dealership does not have a vehicle that meets my/our particular preferences, price points or amenities, that I/we can request and participate in the sourcing and purchase of a vehicle from an auction with the understanding that the dealership will assign me/us a representative to oversee and facilitate the transaction.

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 JLB

TERMINATION POLICY

I/we understand that I/we may be terminated from the program if one or more of the following occur.

I/we understand that if I/we don't follow instructions properly for any part of the program and it is clearly determined that as a result of not following instructions I/we am not able to qualify for a loan within a reasonable time frame then I/we may be terminated for Non-Performance or failure to follow instructions.

I/we understand that if I/we don't return response letters from the Credit Bureaus to the advising team (or third-party agency when applicable) immediately upon receipt and it is determined that credit improvement was delayed as a result, that I/we may be terminated for Non-Performance or failure to follow instructions.

I/we understand that if I/we don't communicate (when requested) in a timely manner, miss scheduled appointments, don't return calls or electronic communications, or otherwise make it difficult for the advising team to perform their duties that I/we may be terminated for Non-Performance or failure to follow instructions.

I/we understand that if I/we take any action that negatively impacts my/our credit score or if I/we take any action that delay's the loan qualification process that I/we may be terminated for Non-Performance or failure to follow instructions.

I/we understand that any attempts to source or find a property for purchase without the written authority would be grounds for termination from the program.

I/we understand that if I/we do not perform on the ("Program Agreements") as indicated and terminated due to my/our actions that I/we will not have access to any services, consultations and/or RESOURCES during or after the term of this Agreement.

I/we understand that it would be counter-productive to work with an outside real estate professional who is not familiar with this program. I/we understand that I/we may be terminated if I/we retain such a professional (by contract or other verbal agreement) who causes issues or delays in the program.

I/we understand that any attempt to circumvent, the Foundation with a Seller introduced to me/us to secure a "Better" deal with the "Seller" or "Home Owner" will result termination from the program.

I/we understand that I/we must implement what I/we have learned from the advising team through consultations and take measurable steps toward qualifying for a loan and that if I/we don't implement the advice given that I/we may be terminated from the program for Non-Performance or failure to follow instructions.

I/we have read and understand the ("Personal Conduct Agreement"). I/we understand the termination correlation to these notification letters.

I/WE UNDERSTAND THAT I/WE WILL BE TERMINATED FOR THE FOLLOWING PROHIBITED BEHAVIOR; (i) disrespecting, (ii) cursing or using foul language, (iii) yelling, screaming or threatening; any staff member, advisor or secondary support personnel affiliated with the Foundation. I/we understand that termination due to these behaviors will be immediate and the Foundation will pursue me/us to the fullest extent of the law for all billable hours (\$200/hr) and any other damages in whole or in part that arise from my/our behavior.

I/we understand that upon termination or voluntary cancellation from the program I/we may be billed **\$200** an hour to cover the material cost for the Foundation providing services including but not limited to; (i) time spent for consultations, (ii) time spent on preparing for consultations, (iii) time spent showing properties, sourcing properties, (iv) time spent on evaluating properties, (v) time spent pursuing legal action against me/us. I/we understand that I/we may be billed for any time spent by the advising team and any other secondary support personnel that may have worked on my/our file. I/we understand that all billable hours will be invoiced and due from me/us within 30 days of a termination/cancellation/resignation. I/we understand and agree that the Foundation will retain the right to recover all legal costs associated to pursuing any outstanding invoices ("unpaid") by me/us. I/we understand that the Foundation will report all unpaid invoices to the credit bureaus until such time as they are paid in full.

PLACE YOUR INTIALS HERE INDICATING THAT YOU HAVE READ THIS PAGE:

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26 HOUSING PROGRAM DISCLOSURES & AGREEMENT**RIGHT TO CANCEL**

I/we understand that I/we may cancel this Agreement and terminate my/our participation in the program by delivering to the Foundation a properly completed cancellation notice (provided upon request) at any time during the term of this Agreement.

I/we understand that the right to cancel does NOT provide grounds to ask that program payments be returned or paid to me/us. I/we understand that under no circumstances will the Foundation make a payment to me/us for the return of any program payments made into the gfc program.

I/we understand that if I/we decide to cancel this Agreement and exit the program that I/we will **NOT** be entitled to receive any program payments of any amount, regardless of the situation.

I/we understand that a voluntary cancellation or "resignation" from the program will terminate any further liability on my/our behalf to continue making program payments which will automatically terminate any responsibility or obligation for the Foundation to continue to provide any services to me/us.

I/we understand that if I/we cancel this Agreement and I/we should desire to participate in the program in the future; the Foundation reserves the exclusive right to require me/us to pay program payments (excluding any previous payments made prior to cancellation) as required to complete the program. I/we understand that the Foundation at its sole discretion may or may not allow me/us to enroll in the program should I/we cancel this Agreement and may require the full amount of program payments be made in advance in order to be accepted into the program after a cancellation or termination.

THIRD PARTY SERVICES

I/we understand that the Foundation may provide access to third party vendors that may offer value added services. I/we understand that any offers on services from a third party are NOT necessarily endorsed by the Foundation and enrollment or purchase of a program/service from such an entity is optional. I/we understand that any fee(s) from third party companies are to be paid by me/us NOT the Foundation.

MAINTAINING UP TO DATE CONTACT INFORMATION

I/we understand that I/we must supply the Foundation with up to date mailing and contact information. I/we agree that all information furnished and statements made in conjunction with my/our enrollment into this program are true and accurate, to the best of my/our knowledge. I/we understand that any information passing to and from the Foundation and myself shall be strictly confidential.

I/we agree to hold the Foundation harmless on account of any loss, injury, damages, or claim that may result to me/us from any disclosure of information to a third party affiliate, private sponsor or lender for the purposes of completing the program, obtaining a loan or mortgage, and purchasing a home.

PLACE YOUR INTIALS HERE INDICATING THAT YOU HAVE READ THIS PAGE:

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27 HOUSING PROGRAM DISCLOSURES & AGREEMENT**WAIVER OF JURY TRIAL & AGREEMENT TO ARBITRATION**

I/we, hereby waive my/our right to a jury trial should I/we decide to pursue legal actions against the Foundation and specifically agree that all issues arising out of this relationship shall be resolved by a Judge sitting without a jury.

I/we hereby waive my/our right to a jury trial should I/we decide to pursue legal actions against the Foundation and specifically agree that all issues arising out of this relationship shall be resolved by arbitration.

I/we understand that I/we must FIRST notify the Foundation of an issue that I/we want to dispute, or any claim I/we may pursue relating from the relationship and/or agreements established between the parties. I/we understand that I/we must give the Foundation the opportunity to first resolve said matters before seeking arbitration.

I/we agree that any judgment assigned to either party from arbitration (the "award") may be entered in any court having jurisdiction. I/we understand that any party to this Agreement may bring an action, including a summary or expedited proceeding, to compel arbitration of any controversy or claim to which this agreement applies in any court having jurisdiction over such action. I/we understand that the party that requests arbitration has the burden to initiate the arbitration proceedings pursuant to and by complying with the Commercial Arbitration Rules of the American Arbitration Association and shall pay all associated administrative and filing fees.

I/we agree that I/we will be legally bound by the award (if any) that a judgment may be entered on such an award.

If I/we fail to comply with an award made to the Foundation or are unsuccessful in my/our challenges to an award made to the Foundation, I/we understand that I/we will be responsible for paying all of the costs associated to the arbitration, including all reasonable attorney's fees incurred to defend and/or enforce such an award, and legal interest on the amount awarded.

I/we understand that in the event either party of this Agreement decides to pursue legal actions against the other, that any such actions shall endure the provision(s) of this Agreement.

I/we understand that if either party pursues legal actions against the other, the prevailing party shall be entitled to recover or receive an award for their reasonable Attorney fee(s).

I/we understand that the prevailing party shall be reimbursed their attorney's fee(s) and Court costs and for their time spent in defending any action.

I/we understand that if the Foundation is required to defend itself from; (i) private attorneys, (ii) the Courts, (iii) the Board of Realtors, (iv) the Better Business Bureau, (v) the State's Attorney's Office, (vi) the department of Business and Professional Regulations, (vii) the Florida Real Estate Commission, (viii) any state agency or oversight entity (**and the Foundation prevails**) that I/we will be responsible for reimbursement of all reasonable attorney's fee(s) and Court costs and for the Foundation's time spent in defending itself.

HOLD HARMLESS

I/we, shall, at all times, defend, indemnify, hold harmless and provide all legal defense and related services to the officers, agents, employees, of the We Help Foundation including third party funding entities, vendors, sponsors, etc.

I/we shall at all times indemnify the Foundation from any and all claims, expenses, demands, damages, judgments, causes of action, liability, loss or injury, regardless of their nature or character, in any manner.

PLACE YOUR INITIALS HERE INDICATING THAT YOU HAVE READ THIS PAGE:

 JLB