

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement” or “Settlement”) is entered into by and between, ACM Vision V, LLC (“ACM V”), Inmost Partners, DSAAgent LLC, Statebridge Company, LLC (“Statebridge”), DS Agent, LLC, JY First Co. Ltd., DSV SPV1 LLC, DSV SPV2 LLC, DSV SVP3 LLC, FTE Networks, Inc., US Home Rentals, LLC (“USHR”), Kaja Holdings, LLC, Kaja Holdings II, LLC, MI Seven, LLC, IN Seven, LLC, RVFM 4 Series, Boom SC, Alan Investments III, LLC, and HOMI Holdings, LLC (individually and collectively, the “Settling Defendants”¹) and Rhonda Henderson, Roberta Faulks, Rachel Church, Teaha Jackson, and Chelsea Pobur, individually and on behalf of others similarly situated (individually, a “Plaintiff” and collectively, the “Plaintiffs”). Plaintiffs and the Settling Defendants are referred to collectively as the “Parties.”

I. RECITALS AND BACKGROUND

WHEREAS, on September 29, 2020, Plaintiffs Henderson, Faulks, and Church filed a putative class action complaint in the United States District Court for the Eastern District of Michigan against Vision Property Management, LLC; VPM Holdings, LLC; FTE Networks, Inc.; USHR; Kaja Holdings, LLC; Kaja Holdings 2, LLC; MI Seven, LLC; In Seven, LLC; RVFM 4 Series, LLC; ACM V; ACP Roadmaster, LLC; ACP Nash, LLC; ACP MP Investments, LLC; DSV SPV1, LLC; DSV SPV2, LLC; DSV SPV3, LLC; Boom SC; Alan Investments III, LLC; Arnosa Group LLC; Arnosa Homes LLC; Mom Haven 13, LP; Atalaya Capital Management LP (“Atalaya”); Antoni Szkaradek; and Alex Szkaradek, alleging claims under the Fair Housing Act, as amended, 42 U.S.C. § 3601 *et seq.* (“FHA”), the Equal Credit Opportunity Act, 15 U.S.C. § 1691 *et seq.* (“ECOA”), the Truth In Lending Act, 15 U.S.C. § 1601 (“TILA”), and the Real Estate Settlement Procedures Act, 12 U.S.C. § 2601 (“RESPA”), as well as state law claims, allegedly arising from Residential Lease with Option to Purchase Agreement (the “Litigation”);

WHEREAS, the Court declined to exercise supplemental jurisdiction over the state law claims and dismissed them without prejudice, which eliminated Antoni and Alex Szkaradek as Defendants, and Plaintiffs have not commenced any state law claims in any state court;

WHEREAS, Plaintiffs Henderson, Faulks, and Church filed their First Amended Complaint on January 29, 2021;

WHEREAS, Plaintiffs filed their Second Amended Complaint on April 24, 2023 adding the following Defendants to the Litigation: DSAAgent, LLC, Kookmin Bank (“Kookmin”), Samsung Securities, Co. Ltd., (“Samsung”) (Kookmin and Samsung are referred to collectively as the “Issuer Noteholders”)², Statebridge, and HOMI Holdings, LLC and added as Plaintiffs Teaha Jackson and Chelsea Pobur.

¹ Neither JY First Co. Ltd. nor DSAAgent, LLC are parties to the Litigation.

² The Issuer Noteholders have contested the Court’s exercise of personal jurisdiction over them in this Litigation. This Settlement Agreement does not indicate any assent to personal jurisdiction by the Issuer Noteholders.

WHEREAS Defendants Vision Property Management, LLC, VPM Holdings, LLC, Arnosa Group, LLC, and Mom Haven 13, LP have not appeared in the Litigation, but will be dismissed with prejudice and without costs;

WHEREAS this case has been vigorously litigated, with the Plaintiffs having engaged in extensive discovery, inclusive of deposition taking and document exchange, and motions practice from September 29, 2020 through the execution date of this Agreement;

WHEREAS, Settling Defendants deny that there is a factual or legal basis for Plaintiffs' claims. Nothing in this Agreement constitutes an admission by them of any wrongdoing or liability;

WHEREAS, the Parties have reached a proposed comprehensive settlement to resolve Plaintiffs' claims, which resulted in this Agreement;

WHEREAS, Plaintiffs' Counsel has analyzed and evaluated the merits of the claims made against the Settling Defendants, and the impact of this Agreement on Plaintiffs and members of the proposed class, and based upon Plaintiffs' Counsel's analysis and evaluation of a number of factors, and recognizing the substantial risks of class litigation, including the possibility that if not settled now, future litigation might not result in any recovery, or might result in a recovery that is less favorable and that would not occur for several years, Plaintiffs' Counsel is satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interest of Plaintiffs and the members of the class; and that further delay might jeopardize the ability of the LOP Occupant and Non-Occupant Class Members to get full and adequate relief in this matter;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties hereto agree to a full and complete settlement of Plaintiffs' claims as to the Settling Defendants on the following terms and conditions:

1. DEFINITIONS

The defined terms set forth in this Agreement have the meanings ascribed to them below.

- 1.1 Acceptance Period.** "Acceptance Period" means the sixty (60) day period in which Class Members may object or opt out of the Agreement.
- 1.2 Agreement.** "Agreement" or "Settlement" means this Settlement Agreement and Release.
- 1.3 Allocated Settlement Amount.** "Allocated Settlement Amount" means a pro rata payment from the Net Settlement Fund to each "Non-Occupant Class Member," as defined below, to be distributed by the Settlement Administrator from the Net Settlement Fund.
- 1.4 Arrears.** "Arrears" means past due rent and any fees or other amounts owed under a LOP.
- 1.5 Attorney's Fees and Costs Fund.** "Attorney's Fees and Costs Fund" means an amount not to exceed three hundred seventy-five thousand dollars (\$375,000.00) which will be

paid by ACM V and used solely to fund the court approved amounts for settlement administration costs and fees and Class Counsel's attorneys' fees and costs (collectively, the "Attorney's Fees and Costs"), and for no other purpose.

- 1.6 Class Counsel or Plaintiffs' Counsel.** "Class Counsel" and "Plaintiffs' Counsel" shall mean the NAACP Legal Defense and Educational Fund, Inc., the National Consumer Law Center, the American Civil Liberties Union Fund of Michigan, and the Michigan Poverty Law Program.
- 1.7 Class Period.** "Class Period" is defined as the period from January 1, 2013 through December 31, 2019, inclusive.
- 1.8 Class Members.** "Class Members" are defined as all persons who entered into a LOP in the state of Michigan during the Class Period that was facilitated by, arranged by, made by, assigned to (in fee and/or as collateral), or the subject property was owned at any time by, any of the Defendants (as well as their affiliates) in the Litigation.
- 1.9 Court or District Court.** "Court" or "District Court" means the United States District Court for the Eastern District of Michigan.
- 1.10 Days.** "Days" means calendar days based on the method of computing time defined under Rule 6 of the Rules of Federal Civil Procedure.
- 1.11 DSV.** "DSV" means any one or more of DSV SPV1 LLC, DSV SPV2 LLC, and DSV SVP3 LLC.
- 1.12 Final Approval Hearing.** "Final Approval Hearing" means the hearing before the Court relating to the Final Approval Motion.
- 1.13 Final Approval Motion.** "Final Approval Motion" means the Motion for Final Approval of Settlement and a Proposed Order Approving the Settlement and Dismissing the Litigation with Prejudice, which otherwise is conformity with the terms of this Agreement.
- 1.14 Final Approval Order.** "Final Approval Order" means the Order entered by the Court after the Final Approval Hearing, approving the terms and conditions of this Agreement.
- 1.15 Final Election Date.** "Final Election Date" means 60 days after Settlement Effective Date.
- 1.16 FTE Defendants.** "FTE Defendants" means any one or more of FTE Networks, Inc., USHR, HOMI Holdings, LLC, Kaja Holdings, LLC, Kaja Holdings 2, LLC, MI Seven, LLC, In Seven, LLC, RVFM 4 Series, LLC, Boom SC, and Alan Investments III, LLC.
- 1.17 Lease Period.** "Lease Period" begins on March 1, 2025 and continues until six months after the Settlement Effective Date.
- 1.18 LOP.** "LOP" means a Residential Lease with Option to Purchase Agreement substantially in the form attached as exhibits to the Second Amended Complaint filed in the Litigation

originated through the “lease with option to purchase” program of Vision Property Management, LLC, as alleged in the Second Amended Complaint.

- 1.19 LOP Occupant Class Members.** “LOP Occupant Class Members” means all Class Members, or their heirs, who entered into a LOP in the State of Michigan that has been assigned to or originated from DSV or the FTE Defendants and who are in possession or control of property that is subject to such LOP as of the Settlement Effective Date, and which property is an Occupied Property. For the avoidance of doubt, LOP Occupants does not include any person who had an LOP and exercised the purchase option, whether through seller financing, third party financing, or cash.
- 1.20 Named Plaintiffs.** “Named Plaintiffs” means Plaintiffs.
- 1.21 Net Settlement Fund.** “Net Settlement Fund” means the Qualified Settlement Fund minus the service awards to the Named Plaintiffs.
- 1.22 Notice or Notices.** “Notice” or “Notices” means the Court-approved Notice of Proposed Settlement of Class Action Lawsuit.
- 1.23 Notice Date.** “Notice Date” means the date on which the Settlement Administrator first mails the approved class notices to Class Members.
- 1.24 Notice Deadline.** “Notice Deadline” means the date that is 60 days after the Notice Date.
- 1.25 Non-Occupant Class Members.** “Non-Occupant Class Members” means all Class Members who are not LOP Occupant Class Members.
- 1.26 Objector.** “Objector” means an individual who properly files an objection to this Agreement, but does not include any individual who opts out of this Agreement.
- 1.27 Occupied Property.** “Occupied Property” means properties in Michigan occupied by an LOP Occupant Class Member. A list of such properties is contained in Schedule 1.27 hereto. If an individual contacts the Claims Administrator claiming to be an LOP Occupant Class Member and the property is not on Schedule 1.27, the parties will investigate and determine whether the individual is an LOP Occupant Class Member.
- 1.28 Option Price Balance.** The “Option Price Balance” means, for any LOP Occupant Class Member, the remaining balance of the option Purchase Price, as set forth in the applicable LOP. For the sake of clarity, the Option Price Balance does not include any amounts for unpaid rent. The Option Price Balance will be reduced with each payment made by an LOP Occupant Class Member by the amount stated to be credited towards the purchase price in the original LOP. The Servicer will send a list of the Option Price Balance for each Occupied Property to the Settlement Administrator as of the date of execution of the Settlement Agreement. Beyond that date, the Servicer will maintain records of the Option Price Balance for each property.
- 1.29 Opt-out Statement.** “Opt-out Statement” is a written signed statement that an individual Class Member has decided to opt out and not be included in this Agreement.

- 1.30 Particular Property Holding Defendant.** “Particular Property Holding Defendant” means the specific Property Holding Defendant to which the LOP was assigned or from which it originated. For the avoidance of doubt, obligations and/or representations in this Agreement are made or agreed by a Property Holding Defendant apply only to that Particular Property Holding Defendant to which the LOP was assigned or from which it originated.
- 1.31 Primary Non-Occupant Class Member.** “Primary Non-Occupant Class Member” means a Non-Occupant Class Member who was listed as the “primary customer” in Vision’s records.
- 1.32 Property Holding Defendant.** A “Property Holding Defendant” is any of the three DSV entities and any of the FTE Defendants.
- 1.33 Qualified Settlement Fund.** “Qualified Settlement Fund” means three hundred and seventy-five thousand dollars (\$375,000.00) to be paid by DSV pursuant to the terms of this Agreement.
- 1.34 Order Directing Notice to the Class.** “Order Directing Notice to the Class” means the Order entered by the Court and directing the manner and timing of providing Notices to the Class Members.
- 1.35 Secondary Non-Occupant Class Member.** “Secondary Non-Occupant Class Member” refers to a Non-Occupant Class Member who was listed as the “secondary customer” in Vision’s records.
- 1.36 Servicer.** “Servicer” means, for the Occupied Properties owned by any DSV, Statebridge and, for the Occupied Properties owned by any FTE Defendant, USHR.
- 1.37 Settlement Administrator.** “Settlement Administrator” means the company selected and retained by the Plaintiffs to administer notice of settlement and distribution of settlement monies.
- 1.38 Settlement Class Members.** “Settlement Class Members” are Class Members who do not submit a valid Opt-out Statement.
- 1.39 Settlement Class Member Release.** “Settlement Class Member Release” means the release by which each Settlement Class Member shall release the Settling Defendants, Atalaya, and the Issuer Noteholders as set out in Section 5.1.
- 1.40 Settling Defendants’ Counsel.** “Settling Defendants’ Counsel” means Altior Law, P.C., Brooks Wilkins Sharkey & Turco, PLLC, Collins Einhorn Farrell PC, and Miller, Canfield, Paddock and Stone, PLC.
- 1.41 Settlement Effective Date.** “Settlement Effective Date” means the date upon which the time for appeal as a matter of right of the Final Approval Order expires, provided that there is no appeal, or if there is an appeal from the Court’s decision granting final approval, the day after all appeals are finally resolved in favor of final approval.

1.42 Settlement Payment Expiration Date. “Settlement Payment Expiration Date” means the last day of the ninety (90) day period in which any Settlement Class Member may timely cash or deposit his or her Allocated Settlement Amount check. The ninety (90) day period begins when the Settlement Administrator issues the original settlement checks to Settlement Class Members.

2. INITIAL PROCEDURAL ISSUES

2.1 Binding Agreement. This Agreement is a binding agreement and contains all material agreed-upon terms for the Parties to seek a full and final settlement of the Litigation.

2.2 Retention and Responsibilities of the Settlement Administrator. The Settlement Administrator will be selected by the Plaintiffs to distribute the Notices, to distribute the Attorneys’ Fees and Cost Fund and settlement payments, and otherwise to administer the Settlement. The Settlement Administrator’s fees and costs of administering the settlement shall be paid solely from the Attorney’s Fees and Costs Fund. The Settlement Administrator will be responsible for distributing the Notices and payment to Settlement Class Members in accordance with the Court’s Order Directing Notice to the Class, maintaining a website, toll-free number, and email account to answer Settlement Class Member questions, collecting and verifying responses, and distributing settlement payments.

(A) The Parties will have equal access to the Settlement Administrator.

(B) The Settlement Administrator will send a report to Class Counsel and to the Settling Defendants’ Counsel once per month, beginning thirty (30) days after the Notice Date, regarding the status of distributing Notices to Settlement Class Members, maintaining record of the names and numbers of Class Members, if any, who object to and/or opt out of the Settlement, submitting objections to the Court, and disseminating settlement payments. The Property Holding Defendants will provide monthly updates to Class Counsel regarding the status of the Payoff Option, set forth in Section 3.4(A)(1)(a), and the Cash for Keys Option, set forth in Section 3.4(A)(1)(b), once an election has been made.

2.3 Motion for Preliminary Approval, Certification of a Class for Settlement Purposes Only, and an Order Directing Notice to the Classes.

(A) Within fourteen (14) days following the Parties’ execution of this Agreement and approval of the proposed Notice to the Class, Class Counsel will file in the United States District Court for the Eastern District of Michigan, an Unopposed Motion for: an Order Directing Notice to the Class; Memorandum of Law in support thereof; proposed Notice to Class Members; preliminary approval of this Agreement; preliminary certification of the Class for settlement purposes only; request to be appointed as class counsel, and a Proposed Order regarding the foregoing (the “Motion”), which is consistent with the Agreement. The Motion and Proposed Order will seek a settlement class pursuant to Rules 23(e) and 23(b)(3), with an opt-out right.

- (B) The Motion and Proposed Order will also seek the setting of date(s) for individuals to opt out of this Agreement or provide objections to this Agreement, which will be sixty (60) days from the Notice Date, and for the Final Approval Hearing.
- (C) In the Motion, Class Counsel will seek to certify a Rule 23(b)(3) settlement class, with an opt-out right, and inform the Court of the intended process to obtain a Final Approval Order that will, among other things, seek to: (1) approve the Settlement as fair, adequate, and reasonable; (2) incorporate the terms of the Release, as described herein; (3) dismiss the Litigation with prejudice; and (4) award Class Counsel reasonable attorneys' fees and costs, which includes the fees and costs of the Settlement Administrator, in the amount detailed below.
- (D) If the Court denies the Motion, the Litigation will resume as if no settlement had been attempted, and this Settlement will be null and void, with no force and effect.
- (E) Plaintiffs and Class Counsel will work diligently and in good faith to expeditiously obtain entry of the Proposed Order, Final Approval Order, and all other aspects of the settlement approval process. Settling Defendants will not oppose Plaintiffs' motions or proposed orders related to getting the Settlement Agreement approved, and will help address objections to the extent they are reasonably able.

3. SETTLEMENT TERMS

3.1 Settlement Amount.

- (A) This Settlement authorizes the creation of the Qualified Settlement Fund from which Non-Occupant Settlement Class Members and Named Plaintiff service awards will be paid from the Allocated Settlement Amount according to procedures described in Section 3.4.
- (B) DSV shall transfer a total of three hundred seventy five thousand dollars (\$375,000) to the Settlement Administrator in two installments, with the first half being transferred within thirty (30) days of the Settlement Effective Date and the second half being transferred within sixty (60) days of the Settlement Effective Date, for purposes of funding the Qualified Settlement Fund.
- (C) ACM V shall transfer approved Attorney's Fees and Costs of up to three hundred seventy five thousand dollars (\$375,000) to the Settlement Administrator to fund the Attorney's Fees and Costs Fund, in two installments, with the first half being transferred within thirty (30) days of the Settlement Effective Date and the second half being transferred within sixty (60) days of the Settlement Effective Date.
- (D) The Settlement Administrator's fees and costs will be paid solely from the Attorney's Fees and Costs Fund. Settling Defendants shall have no obligation with respect to such fees and costs, except as set forth explicitly in this Agreement.
- (E) Any uncashed checks as of the Settlement Payment Expiration Date shall be awarded to Michigan Legal Services (MLS).

- (F) The terms of the settlement with the LOP Occupant Class Members are described in Section 3.4.
- (G) Within ten (10) days after the Parties' execution of this Agreement, each Servicer will provide Plaintiffs' Counsel with a list of the respective Occupied Properties, including name of the tenant and last known contact information; a list of the LOPs where the tenant(s) exercised the option to purchase, including name of the tenant(s) and last known contact information, and a list of tenants, to the extent each Servicer has this information, who vacated any LOP, including name and last known contact information. This information shall be kept confidential.

3.2 Class Definitions. There are two Settlement Classes:

- (A) The LOP Occupant Settlement Class consists of all LOP Occupant Class Members as of the Settlement Effective Date.
- (B) The LOP Non-Occupant Settlement Class consists of all Non-Occupant Class Members.

3.3 Relief for the LOP Occupant Class Members.

- (A) **Overview of Relief.** Within 60 days of the Settlement Effective Date, LOP Occupant Settlement Class Members who return a notice to the Settlement Administrator electing either the Payoff Option or the Cash for Keys Option will be entitled to the benefits and protections described in that option. LOP Occupant Settlement Class Members who do not elect either the Payoff Option or the Cash for Keys Option will be deemed to have elected one of the options in accordance with Section 3.3(E) below. For the sake of clarity, funds being paid or credited to the LOP Occupant Class Members under either the Payoff Option or the Cash for Keys Option will be paid by the Particular Property Holding Defendant and not from the Qualified Settlement Fund.
- (B) **Payoff Option.**
 - (1) Right to Pay Option Price Balance. The Property Holding Defendants agree that LOP Occupant Class Members who have not opted out of the class shall have up to six months from the Settlement Effective Date to pay the applicable Option Price Balance through either a third-party mortgage, sale of the property, or cash and receive a warranty deed conveying good title to the LOP Occupant Class Member, but subject to any/all encumbrances caused by the action or inaction, whether direct or indirect, of the LOP Occupant Class Member. If there was more than one tenant party to the LOP, it is not required that all such parties participate in the payment of the Option Price Balance. If the party or heir cannot qualify for the mortgage alone, they may apply with a co-borrower, even if that co-borrower was not an original party to the LOP, and that co-borrower may be a grantee on the deed. Any LOP Occupant Class Member may opt to sell the home.

- (2) Failure to Pay Option Price Balance. If an LOP Occupant Class Member elects the Payoff Option, but does not pay the Option Price Balance by the end of the Lease Period, such LOP Occupant Class Member shall vacate the property by the end of the Lease Period and, upon timely doing so, shall receive \$2,000 from the Particular Property Holding Defendant.
- (3) \$2,000.00 Credit Toward Option Price Balance. Each LOP Occupant Class Members who pay the Option Price Balance on or before the end of the Lease Period will receive a \$2,000 credit toward the Option Price Balance at closing.
- (4) Waiver of Rent Arrearage. As additional consideration, arrears are waived for all LOP Occupant Class Members who elect the Payoff Option through February 28, 2025.
- (5) Obligation to Pay Rent. Beginning on March 1, 2025, LOP Occupant Class Members shall owe rent as specified in the LOP. Any unpaid monthly payments not made from March 1, 2025 through the Settlement Effective Date will be added to the Option Price Balance for anyone electing the Payoff Option. For those not electing the Payoff Option, Defendants may seek to collect amounts accrued between March 1, 2025 and the Settlement Effective Date in connection with an eviction proceeding, which eviction proceeding cannot commence prior to the Settlement Effective Date.
- (6) Adjustments to Option Price Balance. At closing, each LOP Occupant Class Member who pays the Option Price Balance shall pay all applicable transfer taxes, recording fees, and title insurance. Real property taxes shall be prorated using the so-called “due date” method of allocation of the taxing authority and on the assumption that all such taxes are paid in advance. Where an assessment is payable in installments, the seller shall pay all installments of the assessment due for the period prior to closing, the installment due for the year in which the closing occurs shall be prorated in the same manner as real property taxes and buyer shall assume responsibility for and pay all installments due after closing.
- (7) Notice to Servicer of Exercise or Vacating. Each LOP Occupant Class Member shall give written notice to the Servicer at least 14 days in advance of the exercise of the purchase option or of vacating the Occupied Property.
- (8) Loss of Property Prior to Closing. In the event of a loss to or condemnation of any property prior to the payment of the Option Price Balance, the LOP Occupant Class Member shall have the right (i) to exercise the Payoff Option and receive the insurance and/or condemnation proceeds, or (ii) to vacate the property and receive \$2,000 cash from the Particular Property Defendant upon vacating promptly.

- (9) Inspection and Maintenance Obligations. Each LOP Occupant Class Member is subject to the inspection and maintenance obligations set forth in Section 3.3(F) below.
- (10) Compliance with Laws. All LOP Occupant Class Members shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, including with any blight notices and inspection requests.
- (11) Payment of Rent. Each LOP Occupant Class Member who elects the Payoff Option shall remit the Monthly Rent to the Particular Property Holding Defendant or its Servicer by the first of each month, in accordance with the payment instructions set forth in Schedule 3.3(B)(11).
- (12) Failure to Pay Rent. If any LOP Occupant Class Member fails to pay the monthly rent beginning on March 1, 2025 as defined by their current LOP, DSV may seek eviction in accordance with Michigan law after the Settlement Effective Date and can seek any arrears that accrue beginning on March 1, 2025. For the sake of clarity, any and all defenses that might exist as of the Settlement Effective Date are forever waived, including without limitation any defense set forth in MCL 600.5720, and the only defenses to non-payment are those that arise solely on or after the Settlement Effective Date.
- (13) Communication on Amount of Rent and Option Price Balance. By March 1, 2025, Servicer shall send provide a letter to each LOP Occupant Class Member that has elected the Payoff Option that sets forth the amount of monthly rent to be paid under each LOP during the Lease Period, instructions for how and where to make payments, and setting forth the Option Price Balance. Servicer may elect to send such a letter earlier and to send it again on March 1, 2025. Upon written request sent to Servicer and its counsel, such Servicer shall provide a letter that states the amount of the Option Price Balance and a payment history, to the extent that it has access to such records.
- (14) Failure to Pay Option Price Balance with Failure to Vacate at End of Lease Period. If the LOP Occupant Class Member does not pay timely the Option Price Balance and fails to vacate at the end of the Lease Period, such LOP Occupant Class Member shall forfeit the \$2,000 payment, and shall have no right to continued possession of subject Occupied Property. The Particular Property Holding Defendant or its Servicer may immediately proceed to evict under MCL 600.5714(1)(c).

(C) Cash for Keys Option.

- (1) Consideration to be Paid. LOP Occupant Class Members who elect this option will receive \$4,000 per LOP transaction in exchange for vacating the applicable Occupied Property. Each LOP Occupant Class Member that

elects the Cash for Keys option shall have sixty (60) days after the Settlement Effective Date to surrender possession of the applicable Occupied Property in exchange for the cash payment. The \$4,000 cash payment will be made in two equal installments, the first within ten (10) days of the Final Election Date and the second within twenty one (21) days of vacating the applicable Occupied Property. However, if the LOP Occupant Class Member does not begin making monthly payments on March 1, 2025, the cash payment amount may be reduced as described below in Section 3.3(C)(3).

- (2) Waiver of Rent Arrearage. As additional consideration, Arrears are waived for all LOP Occupant Class Members who elect the Cash for Keys Option through February 28, 2025.
- (3) Two Months to Move. Each such LOP Occupant Class Member may continue to occupy the subject Occupied Property until 60 days after the Settlement Effective Date. If the LOP Occupant Class Member elects the cash for keys option on or before March 1, 2025, such 60-day period shall be rent-free. If the LOP Occupant Class Member does not elect cash for keys by March 1, 2025 and does not begin paying rent on March 1, 2025, then the amount of any cash-for-keys payment may be reduced from \$4,000 by the amount of unpaid rent accruing after March 1, 2025, to a floor of \$2,000. Any months of non-payment after that will accrue on their accounts and Defendants will have the right to collect those in the manner provided by contract and law. No eviction will be commenced on the basis of nonpayment until after the Settlement Effective Date.
- (4) Notice to Servicer of Vacating. Each LOP Occupant Class Member shall give written notice to the Servicer at least 14 days in advance of the exercise of vacating the Occupied Property.
- (5) Inspection and Maintenance Obligations. Each LOP Occupant Class Member is subject to the inspection and maintenance obligations set forth in Section 3.3(F) below.
- (6) Compliance with Laws. Each LOP Occupant Class Members shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, including with any blight notices and inspection requests.
- (7) Failure to Vacate at End of Lease Period. If the LOP Occupant Class Member does not pay timely the Option Price Balance and fails to vacate at the end of the Lease Period, such LOP Occupant Class Member shall forfeit the second \$2,000 payment. The Particular Property Holding Defendant or its Servicer may immediately proceed to evict under MCL 600.5714(1)(c). For the sake of clarity, any and all defenses that might exist as of the Settlement Effective Date are forever waived, including without limitation any defense set forth in MCL 600.5720, and the only

defenses are those that arise solely on or after the Settlement Effective Date.

- (D) **Conflicting and Multiple Claims.** In the event that two or more tenants under LOP of an Occupied Property submit elections, any payments be made to such LOP Occupant Class Member shall be divided among all tenants under the LOP.³ In the event that two or more tenants under LOP of an Occupied Property submit conflicting elections (i.e., at least one for Payoff Option and at least one for Cash for Keys), then the election shall be deemed to be the Payoff Option, with any payments to be made to such LOP Occupant Class Member divided among all such tenants.
- (E) **Failure To Elect Either The Cash For Keys Or The Payoff Option.** If an LOP Occupant Class Members fails to elect either option by the Final Election Date, such LOP Occupant Class Member shall be deemed to have elected the payoff option if such person is no more than 60 days past due on its rent. Otherwise, such LOP Occupant Class Member shall be deemed to have elected the cash for keys option.
- (F) **Inspection and Condition of Occupied Property.**
 - (1) All LOP Occupant Class Members, whether they have elected the Payoff Option or the Cash for Keys Option must allow an exterior and interior inspection of the Occupied Property at the time of making the election. Servicer shall provide advance written notice setting forth dates and times for an inspection by mailing a letter to each LOP Occupant Class Member at least ten days in advance of the inspection. For each LOP Occupant Class Member who does not respond to such letter, Plaintiffs' Counsel shall have seven days to arrange for the inspection. If there still is no response, at the option of the Particular Property Holding Defendant, such LOP Occupant Class Member shall be deemed to be in default and subject to eviction.
 - (2) Each LOP Occupant Class Member shall keep the Occupied Property in the same or better condition as on the date of the inspection. LOP Occupant Class Members shall not be responsible for accidental damage to the property caused by (a) storm, (b) fire, or (c) other incidents covered by casualty or general liability insurance held by the Property Holding Defendant. LOP Occupant Class Members will not be permitted to remove

³ For example, if an LOP has three named tenants, two of whom elect the Cash for Keys option, then all three shall be deemed to have elected cash for keys, and each tenant shall receive 1/3 of the cash consideration to be paid. As a further example, if an LOP has three named tenants, one of whom elect the Cash for Keys option and another elects the Payoff Option, then all three shall be deemed to have the Payoff Option, and each tenant shall receive 1/3 of the cash consideration to be paid, if any.

appliances that are built into the home, but may remove appliances that are not built in or permanently affixed.

- (3) Upon vacating the Occupied Property, the Particular Property Holding Defendant and/or the applicable Servicer shall be entitled to inspect the both the interior and exterior of the property and to set off the cost to repair any damage to such property since the date of the first inspection against the applicable \$2,000 payment. In the event that such damage exceeds \$2,000, such LOP Occupant Class Member shall pay the Particular Property Holding Defendant the difference.

(G) **Income tax issues related to the new Option Price Balance.**

Plaintiffs assert that this Settlement Agreement involves the resolution of disputed debts of the Class Members regarding the validity and amount of the debt obligations.

- (H) **Resolution of Disputes by the Court.** The Parties agree that any disputes regarding any term of the settlement that they cannot resolve directly shall be resolved with the assistance of the assigned judge in the Litigation, currently Hon. Shalina Kumar. Any Party has the right at any time to contact the court at any time after a dispute arises.

3.4 Non-Occupant Class Member Relief.

- (A) **Scope.** A monetary award will be remitted to each Non-Occupant Class Member by payment of the Allocated Settlement Amount.
- (B) **Monetary Award.** A *pro rata* settlement payment from the Net Settlement Fund will be made to each LOP Non-Occupant Class Member who timely submits a claim that is approved by the Settlement Administrator from the Net Settlement Fund. If more than one claim is submitted on the same LOP, such claims, to the extent approved for payment, shall be divided among each such claimant. For example if a Primary LOP Non-Occupant Class Member and a Secondary LOP Non-Occupant Class Member on the same LOP each return a claim form, the per-transaction amount will be divided in half, with half of the per-transaction amount to each of them.
- (C) **Non-Occupant Claims Date.** Non-Occupant Class Members who have not opted out will have sixty (60) days from the date the Claims Administrator mails the class notices to submit a claim form to the Claims Administrator.
- (D) **Pro rata share.** The Settlement Administrator shall issue payment to each Non-Occupant Claimant, who has not opted out, an equal pro rata share of the available Net Settlement Fund within thirty (30) days after receiving the final payment from DSV into the Qualified Settlement Fund. The amount of such equal, pro rata share shall be determined by dividing the Net Settlement Fund by the total number of claims filed by the Non-Occupant Claimants who have not

opted out. If a Primary LOP Non-Occupant Class Member and one or more Secondary LOP Non-Occupant Class Member on the same transaction each return a claim form, the per-transaction amount will be divided by the number of such claims, with such partial amount paid to each of them.

3.5 Attorneys' Fees and Costs.

- (A) The Settlement Administrator shall hold the Attorney's Fees and Costs Fund in trust, and shall make no distributions therefrom, except in accordance with the terms of this Agreement and an order of the Court.
- (B) Class Counsel will request that the Court approve an award of attorneys' fees and costs, of up to Three-Hundred and Seventy-Five Thousand Dollars (\$375,000). This request will include all costs and fees of the Settlement Administrator. The Settling Defendants will not take any position as to the reasonableness of the fees request.
- (C) In the event that the Court awards less than \$375,000 for the Attorney's Fees and Costs (which for clarity includes the fees and costs of the Settlement Administrator), the Settlement Administrator shall promptly return the balance of the Attorney's Fees and Costs Fund to ACM V, after all settlement administration costs have been paid.
- (D) In the event that the Court awards more than \$375,000 for the Attorney's Fees and Costs (which for clarity includes the fees and costs of the Settlement Administrator), the Settling Defendants, jointly or severally, shall have no obligation to pay any amounts in addition to the payments explicitly set forth in this Agreement.

3.6 Additional Relief to Named Plaintiffs. Each of the Named Plaintiffs will receive a service award of Ten Thousand Dollars (\$10,000) from the Qualified Settlement Fund, for a total payment of service awards of Fifty Thousand Dollars (\$50,000.00).

3.8 Dismissal of Atalaya and the Issuer Noteholders. Upon the Settlement Effective Date, Atalaya and the Issuer Noteholders shall be dismissed from the Litigation with prejudice and without costs.

4. CLASS PROCEDURAL ISSUES

4.1 Notice to Class Members.

- (A) **Class List.** Class Counsel shall provide to the Settlement Administrator the list set forth in 3.1(G) and the lists that FTE/USHR previously provided to Class Counsel regarding current and former tenants of the Michigan LOPs (collectively, the "Class List") no later than ten (10) days after an Order Directing Notice to the Class. The Settlement Administrator will maintain the Class List and the information contained therein and derived therefrom in a confidential manner, and shall cause its employees, agents and affiliates who have access to the Class List and the

information contained therein (including, but not limited to, any personal identifiable information) to keep confidential and use only for the purpose of implementing the Settlement Agreement. After receipt of the Class List, the Settlement Administrator will perform a search to identify any known or identifiable current addresses for Class Members.

- (B) **Notice Procedure.** Within twenty (20) days of the receipt of the Class List from the Settling Defendants, the Settlement Administrator shall cause a copy of the Notice, containing information instructing Class Members of their right to object or opt out of the Agreement, to be distributed, as approved by the Court, by e-mail (where available) and first class United States mail to the Class Members. Plaintiffs and Class Counsel represent that the Notice sent by e-mail (where available) and first class United States Mail constitutes the best notice practicable under the circumstances, and constitutes due and sufficient notice of the pendency of proposed Settlement and a Final Approval hearing to all persons entitled to notice in full compliance with due process under the United States Constitution and state law, subject to 4.1(D) below.
- (C) **Acceptance Period.** Any Class Member sent a Notice shall have until the Notice Deadline to object to or opt out of the Agreement pursuant to the instruction set forth in Sections 4.2 and 4.3 and as instructed in the Notice.
- (D) **Undeliverable mail.** The Settlement Administrator will take all reasonable steps to obtain the correct address of any Class Members or potential Settlement Class Members for whom a Notice is returned by the post office as undeliverable and shall attempt to re-mail the Notice to the updated address. The Settlement Administrator will notify Class Counsel and the Settling Defendants' Counsel if any Notice sent to a Class Member is returned as undeliverable after the first mailing, as well as if any such Notice is returned as undeliverable after any subsequent mailing(s) as set forth in this Agreement.
- (E) **Election form to Occupants.** The Settlement Administrator will mail an election form (described as the "Option Form" in the class notice) to each Occupant Settlement Class Member within ten (10) days of the Settlement Effective Date informing them of the deadline sixty (60) days after the Settlement Effective Date to return the form to the Settlement Administrator indicating whether they elect the Cash for Keys Option or the Pay Off Option.
- (F) **Reminder.** The Settlement Administrator will send out a reminder postcard, by e-mail (where available) and first class United States Mail halfway through the sixty (60) day election period, reminding Occupant Settlement Class Members of their need to return the election form.
- (G) **Checks.** The Settlement Administrator shall cause settlement checks to be mailed to each Non-Occupant Settlement Class Members who has not opted out within thirty (30) days of the Settling Defendants' second transfer of funds to the Settlement Administrator.

- (H) Each Settlement Class Member shall have ninety (90) days from the date when the Settlement Administrator issues the original settlement checks to Settlement Class Members to deposit or cash his or her settlement check.
- (I) Within thirty (30) days of the last check going stale, any remaining uncashed amounts shall be awarded to the aforementioned *cy pres* designee, Michigan Legal Services (MLS).

4.2 Class Member Opt-Out Statements.

- (A) Any Class Member who chooses to opt out of the Settlement as set forth in this Agreement must mail via first class United States Mail, postage prepaid, or submit electronically, a written, signed statement to the Settlement Administrator that states their name, address, email address(es) and telephone number(s) and that states, “I opt out of the Settling Defendants Settlement” or an alternate, unambiguous statement indicating an intent to opt out of the Settlement (“Opt-out Statement”).
- (B) The end of the time period to opt out of the Settlement (“Opt-out Period”) shall be the Notice Deadline.
- (C) The Settlement Administrator will provide the counsel for the Parties with copies of all Opt-out Statements as soon as they are received by the Settlement Administrator. In preparation of the declaration that the Settlement Administrator will submit as part of the Final Approval Motion, the Settlement Administrator will send a list of the names of all individuals who submitted Opt-out Statements to Class Counsel and Settling Defendants’ Counsel. The final list will be submitted by Plaintiffs, with redaction on any personal identifying information, along with the declaration of the Settlement Administrator, as an exhibit to the Final Approval Motion. The Settlement Administrator will retain the originals of all Opt-out Statements and originals of all envelopes accompanying Opt-out Statements in its files until such time as the Settlement Administrator is relieved of its duties and responsibilities under this Agreement.
- (D) Any Class Member who does not properly submit an Opt-out Statement pursuant to this Agreement will be deemed to be a Settlement Class Member, has accepted the terms of this Agreement, and will be eligible to participate as a Settlement Class Member.
- (E) The Particular Property Holding Defendant may take any and all action to enforce the LOP of any Class Member who opts out of the Settlement, to the fullest extent permitted by the law.

4.3 Objections to Settlement.

- (A) Settlement Class Members who wish to present objections to the proposed Settlement at the Final Approval Hearing must first do so in writing. To be considered, such statement must be mailed to the Settlement Administrator via first

class United States Mail, postage prepaid, or be submitted electronically, and be received by the Settlement Administrator by the Notice Deadline. The statement must include all reasons for the objection; and any reasons not included in the statement will not be considered. The statement must also include the name, address, email(s), and telephone number(s) for the Settlement Class Member making the objection. The Settlement Administrator will stamp the date received on the original and send copies of each objection to Class Counsel and the Settling Defendants' Counsel as soon as they are received. The final list will be submitted by Plaintiffs, with redaction on any personal identifying information, along with the declaration of the Settlement Administrator attached to the Final Approval Motion.

- (B) An Objector has the right to appear at the Final Approval Hearing either in person or through counsel hired by the Objector. An Objector who wishes to appear at the Final Approval Hearing must state his or her intention to do so in writing in his or her written objections at the time he or she submits his or her written objections. An Objector may withdraw his or her objections at any time. A Class Member who has submitted an Opt-out Statement may not submit objections to the Settlement.
- (C) The Parties may file with the Court written responses to any filed objections no later than three (3) days before the Final Approval Hearing.

4.4 Final Approval Hearing and Motion for Final Approval and Dismissal.

- (A) The Parties agree that the Litigation will be dismissed with prejudice and without costs and that Atalaya and the Issuer Noteholders will be dismissed with prejudice and without costs in a separate order.
- (B) At the time established by the Court via the Motion for an Order Directing Notice to the Class, Plaintiffs' Counsel will file with the Court the Final Approval Motion.
- (C) At the Final Approval Hearing and in the Motion for Final Approval of Settlement, Class Counsel will request that the Court, among other things: (1) certify the Class for purposes of settlement; (2) approve the Settlement and Agreement as fair, reasonable, adequate, and binding on all Class Members who have not timely opted out of the Settlement; (3) order that attorneys' fees and costs to be paid to Class Counsel; (4) order the dismissal with prejudice of all claims asserted in the Litigation and the claims of all Settlement Class Members who did not opt out; (5) order the dismissal with prejudice and without costs of Atalaya and the Issuer Noteholders; and (6) retain jurisdiction as necessary for the purpose of facilitating the Settlement and other relief pursuant to this Agreement.
- (D) If the Court does not enter a Final Approval Order in accordance with this Agreement, or if the Final Approval Order is set aside on appeal, or if Settlement Class is not certified, the Litigation will proceed as if no settlement had been attempted, and this Settlement will be null and void, with no force and effect.

5. RELEASE

5.1 Release of Settlement Class Member Claims. Upon entry of the Final Approval Order, each Settlement Class Member, including but not limited to Plaintiffs, and their respective successors, heirs and assigns, shall be deemed to release and forever discharge the Settling Defendants, the Issuer Noteholders, Atalaya, and their respective, former and current officers, directors, managers, employees, members, shareholders, agents, attorneys, insurers, affiliates, successors, and assigns (collectively, the “Released Parties”), of and from any and all claims and causes of action arising from any fact currently in existence, whether known or unknown, whether at law or at equity, that any of them might have against any of the Released Parties that were or could have been asserted in the Litigation and any claim that is related in any way to an LOP. The terms of this release are contractual, and not mere recital. This release does not release any claims that any of the Defendants might have against any other Defendant.

6. INTERPRETATION, PUBLICITY AND ENFORCEMENT

6.1 Cooperation Between the Parties; Further Acts. Plaintiffs shall use reasonable best efforts to obtain the Court’s approval of this Agreement and all of its terms. The Parties shall reasonably cooperate with each other to the extent set forth in this Agreement, and each Party, upon the request of any other Party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement, but in no event to expand any such obligations.

6.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings among the Parties shall be deemed merged into this Agreement.

6.3 Binding Effect. This Agreement shall be binding upon the Parties and, with respect to Named Plaintiffs and all Settlement Class Members, their representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys, and assigns.

6.4 Arms’ Length Transaction; Materiality of Terms. The Parties have negotiated all the terms and conditions of this Agreement at arms’ length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.

6.5 Captions. The captions or headings of the Sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

6.6 Construction. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any Party by virtue of draftsmanship.

- 6.7 Governing Law.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of Michigan without regard to its conflict of laws principles.
- 6.8 Continuing Jurisdiction.** The Court shall retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the Settlement contemplated thereby.
- 6.9 Waivers, Modifications or Amendments in Writing.** No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of Plaintiffs and the Settling Defendants by persons with the requisite authority, and then only to the extent set forth in such written waiver, modification, or amendment, subject to any required Court approval. Any failure by a Party to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.
- 6.10 No Cross Default.** A default by one of the Settlement Class Members shall not be default by other Settlement Class Members. A default by a Particular Property Holding Defendant shall not be a default by any other Particular Property Holding Defendant.
- 6.11 When Agreement Becomes Binding; Counterparts.** This Agreement shall become valid and binding upon its complete execution, except that it shall be without force or effect if not approved by the Court other than as to any act or obligation that is required or contemplated to occur prior to the Court's decision whether to approve the settlement preliminarily or finally. The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same instrument.
- 6.12 Public Communications About the Settlement.** Plaintiffs may disseminate the Notice or Settlement Agreement by other means (including social media, basic website postings, TV news, and radio). If Plaintiffs wish to use language that differs in any way from the Notice, the language will be discussed with the Parties in advance. . Plaintiffs will not issue any press releases to any media sources or hold any press conferences about the Agreement. In no public communications may Plaintiffs, Class Counsel, or the Settlement Administrator identify any of the Settling Defendants by name, except to the extent required by law or court order, and Plaintiffs will only refer to the Defendants as "Vision" et al.
- 6.13 Facsimile and Email Signatures.** Any signature made and transmitted by facsimile or email for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the Party whose counsel transmits the signature page by facsimile or email.

6.14 Sale of Occupied Properties. No Property Holding Defendant will sell or transfer any LOP contract or occupied LOP property without (a) notifying Plaintiffs promptly after any sale or transfer, and (b) ensuring that the purchasing entity agrees to comply with the terms of this Settlement Agreement. The parties agree that this Settlement Agreement binds any successors or transferees of the LOP Contracts or the Occupied LOP Properties.

WE AGREE TO THESE TERMS,

Dated: _____

[Add signature blocks]

Schedule 1.27

List of Occupied Properties

Schedule 3.3(B)(11)

Payment Directions

For any Occupied Property Owned by DSV SPV1 LLC, DSV SPV2 LLC, or DSV SVP3 LLC:

[need]

For any Occupied Property Owned by **[need from FTE]**:

[need]

Rhonda Henderson

Roberta Faulks

Rachel Church

Teaha Jackson

Chelsea Pobur

ACM Vision V, LLC

By: _____

Its: _____

Inmost Partners

By: _____

Its: _____

DS Agent, LLC

By: _____

Its: _____

DSAAgent, LLC

By: _____

Its: _____

Statebridge Company, LLC

By: _____

Its: _____

JY First Co. Ltd.

By: _____

Its: _____

DSV SPV 1 LLC

By: _____

Its: _____

DSV SPV 2 LLC

By: _____

Its: _____

DSV SPV 3 LLC

By: _____

Its: _____

FTE Networks, Inc.

By: _____

Its: _____

US Home Rentals, LLC

By: _____

Its: _____

Kaja Holdings, LLC

By: _____

Its: _____

Kaja Holdings II, LLC

By: _____

Its: _____

MI Seven, LLC

By: _____

Its: _____

IN Seven, LLC
By: _____
Its: _____

RVFM 4 Series
By: _____
Its: _____

Boom SC
By: _____
Its: _____

Allen Investments III, LLC
By: _____
Its: _____

HOMI Holdings, LLC
By: _____
Its: _____