



CHAMPION AWARDS

2023 – 2024 CHAMPION AWARD OVERVIEW

Receive up to \$15,000 Champion Stock Awards. Earn stock awards during any Champion Benefit Year. The Champion Benefit Year is defined as the twelve (12) commission month period following Champion Award achievement. Example: If you are recognized as a January 2024 Champion, your Champion Benefit Year would be January 2024 to January 2025.

How Champion Award achievers can earn up to \$15,000 USD Stock Awards during a Champion Benefit Year:

- \$8,000 USD by meeting the Champion Status Production Requirements,
- \$3,000 USD by meeting the Cultural Ambassador Requirement and
- \$1,000 USD per event for attending Super Saturday and Convention Events

Champion Status Production Requirements:

During each consecutive twelve (12) commission month period, the MLO/Advocate must meet ONE of the following Production Requirements:

1. MLO commissions of at least \$15,000 and a net increase of 15 Active MLO personal recruits, OR
2. Advocate commissions of at least \$15,000 and a net increase of 2,000 PSV, OR
3. Combined MLO + Advocate commission of \$20,000 and a net increase of 1,500 PSV.

Champion Stock Award Issuance Plan:

Upon review and approval of Production Requirement achievement, the Champion MLO/Advocate will be granted \$8,000 stock units which vest after three years. These shares of stock will be issued and vest so long as the Champion MLO/Advocate remains in good standing and exclusively and continuously with OwnEasy at the three-year vesting mark.

Stock awards earned under the Program will be granted at the end of the calendar month in which the Champion Award achievement is recognized (the month following the qualifying achievement). For avoidance of doubt, stock unit awards are subject to vesting and are not deemed issued until vested.

Champion Cultural Ambassador Stock Award Requirements

Successful MLO's/Advocates give back to the OwnEasy community through participation, skill practice, and positivity. During any year in Champion Benefit Year, MLOs/Advocates have the ability to earn an additional \$3,000 stock units by giving back to the OwnEasy community and thereby satisfying the Champion Cultural Ambassador requirements.

Except for verified 2023 Convention attendees, the Cultural Ambassador tracking begins after the MLO/Advocate has achieved Champion Award status and has been recognized. The Champion Benefit Year for verified attendees of the inaugural OwnEasy Convention (July 28-29, 2023 in Chicago) commences Aug. 1, 2023.



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The Champion's objective in order to earn their stock award is to earn a total of 20 Cultural Ambassador points before the end of the Champion Benefit Year by participating in opportunities to "give back":

Regional or Convention Event Volunteer: 10 points

Council/Advisory Board participation: 20 points

Seminar or MLO training participation (3 mos): 5 points

Participation as a "Big" in Big Brothers Big Sisters: 10 points

Champion Cultural Ambassador Stock Award Issuance Plan:

In the month following the completion of the Champion Cultural Ambassador Requirements, a final audit will be completed to verify if the Champion has met the Cultural Commitment points requirements to earn the stock award. The Champion Cultural Ambassador Stock Award will be posted in the Champion MLO/Advocate's account the month following the completion of the Champion Cultural Ambassador requirements. This stock award has a one-year vesting period. Stock will be issued and vested as long as the Champion MLO/Advocate remains exclusively and continuously with OwnEasy for the duration of the one-year vesting period.

Champion Events Attendance Award:

The Champion can earn \$1,000 stock units by attending Super Saturday and Conventions **after** Champion status is achieved and **during** the Champion Benefit Year. The \$1,000 of stock will be issued for each event attended. If the event is in-person, Champions must purchase the full-price event ticket to qualify for the event attendance stock awards. If the event is held virtually, specific guidelines will be provided on how to qualify for the event attendance stock award.

Champion Event Attendance Award Issuance Plan:

Upon attendance verification, shares will be issued to Champion status achievers at the end of the month following the event. This portion of the award is available with no vesting period.

2023 Participation Award:

In 2023 only, verified attendees of the inaugural OwnEasy Convention held July 28-29 in Chicago earn \$200 stock units for every personally enrolled MLO/Advocate Member during the commission month of August and \$100 stock units for every personally enrolled MLO/Advocate Member during the commission month of September. Members must remain active on services for a minimum of 3 consecutive months.

Additionally, current and new MLO/Advocate Members who are enrolled on or before Sep. 1, 2023 can earn \$200 stock units each time they personally enroll a new MLO/Advocate Member during the commission months of August or September who achieves 5 is Free before the end of the October commission month.

Also, current and new MLO/Advocates who are enrolled on or before Sep 1, 2023 can earn \$25,000 stock units by increasing 15,000 TSV during Aug – Oct commission months and increasing a minimum of 500 PSV during August commission month and 1,000 PSV during September commission month.

Participation awards vest after one year and these shares of stock will be issued and vest so long as the Champion MLO/Advocate remains in good standing and exclusively and continuously with OwnEasy at the one-year vesting mark.



OWNEASY GENERAL DISCLAIMERS AND RISK FACTORS

1. General Disclaimer

THE INTERESTS REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER THE SECURITIES ACT OR AN OPINION OF LEGAL COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.

THE INTERESTS ARE BEING OFFERED AND SOLD UNDER THE EXEMPTION PROVIDED BY SECTION 4 (A)(2) OF THE SECURITIES ACT AND/OR PURSUANT TO SECTION 233.701 TO NON-EMPLOYEES AFFILIATE INDEPENDENT SALES AGENTS.

THERE IS NO OBLIGATION ON THE ISSUER TO REGISTER THE INTERESTS UNDER THE SECURITIES ACT. A PURCHASER OF ANY INTEREST MUST BE PREPARED TO BEAR THE ECONOMIC RISK OF THE INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

THE INTERESTS REPRESENTED HEREBY HAVE NOT BEEN REVIEWED OR APPROVED BY THE SECURITIES ADMINISTRATORS OF CERTAIN STATES OR OTHER JURISDICTIONS NOR HAVE THEY BEEN QUALIFIED OR REGISTERED UNDER THE APPLICABLE SECURITIES LAWS OF CERTAIN STATES OR OTHER JURISDICTIONS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE QUALIFICATION OR REGISTRATION REQUIREMENTS OF SUCH LAWS. THEREFORE, A PURCHASER OF ANY INTEREST WILL NOT BE ABLE TO RESELL IT UNLESS THE INTEREST IS QUALIFIED OR REGISTERED UNDER THE APPLICABLE STATE SECURITIES LAWS OR LAWS OF OTHER JURISDICTIONS OR UNLESS AN EXEMPTION FROM SUCH QUALIFICATION OR REGISTRATION IS AVAILABLE.

THIS PRIVATE PLACEMENT MEMORANDUM HAS BEEN PREPARED FOR SUBMITTAL TO A LIMITED NUMBER OF POTENTIAL AFFILIATES AND CONTRACTORS FOR CONSIDERATION OF THE GRANT OF AN EQUITY INTEREST IN THE REVENUE SHARE OF THE COMPANY THROUGH A RESTRICTED INTEREST AND IS FOR USE ONLY BY THE INTENDED RECIPIENT. IT IS NOT AUTHORIZED FOR ANY OTHER PURPOSE OR ANY UNINTENDED RECIPIENT. IF YOU ARE AN UNINTENDED RECIPIENT OR IF YOU ACCEPT THE DELIVERY OF COMPANY'S OFFERING MEMORANDUM AND ARE NOT GRANTED AN INTEREST WITHIN THE TIME ALLOWED, YOU AGREE TO RETURN IT AND ALL ENCLOSED DOCUMENTS TO THE COMPANY. THIS MEMORANDUM MAY NOT BE REPRODUCED IN WHOLE OR IN PART OR FORWARDED TO OTHER POTENTIAL COMPANY AFFILIATES AND CONTRACTORS. IT MAY ONLY BE DISTRIBUTED AND DISCLOSED TO THE PROSPECTIVE COMPANY AFFILIATES AND CONTRACTORS TO WHOM IT IS PROVIDED DIRECTLY BY THE MANAGER.

2. Forward Looking Statements

This Offering contains certain statements that are forward-looking statements within the meaning of the United States federal securities laws. These are statements about the Company's or Manager's, or Sponsor's expectations, beliefs, intentions or strategies for the future. Prospective revenue sharing affiliates and contractors will be able to identify these types of statements since they are indicated by words or



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phrases such as “anticipate,” “expect,” “intend,” “plan,” “will,” “Company believes,” “Manager believes” and similar language. In addition, these statements may be qualified by certain risks, uncertainties and assumptions which are explained more fully in each particular case. The Company has based forward-looking statements on the expectations of information currently available to the Manager. The Company’s actual results may differ materially from the results anticipated in the statements.

These forward-looking statements are made only as of the date hereof, and the Company undertakes no obligation to update or revise the forward-looking statements, whether as a result of new information, future events or otherwise.

Although the Company believes that the expectations reflected in the forward-looking statements are reasonable, there can be no assurances that such expectations will prove to be accurate. All phases of the Company’s operations are subject to a number of uncertainties, risks and other influences, many of which are outside the control of the Company and cannot be predicted with any degree of accuracy.

In light of the significant uncertainties inherent in the forward-looking statements made in this Memorandum, the inclusion of such statements should not be regarded as a representation by the Company or any other person that the objectives and plans of the Company will be achieved.

3. Risk Factors Real Estate and Mortgage Industry

a) Risks of Real Estate in General

The risks and benefits of investment in real estate by third-parties depend upon many factors over which the Company has little or no control, including, without limitation, (i) changes in the economic conditions in the country in general, and in the area in which the Property is located, which changes could give rise to a decrease in local demand, an increase in local supply of land, an increase in unemployment, a change in the characteristics of the area in which the real property is located, and restrictive governmental regulation. This risk includes the risk of a severe economic downturn, similar to the last downturn in 2008, which could affect real estate values significantly to the downside, (ii) various uninsurable risks, (iii) increases in the costs in excess of the budgeted costs, and (iv) the continuing advance of certain provisions of the federal, tax laws, (iv) government zoning or regulatory changes that could limit the Company’s expansion plans, and (v) on-site utility failures that could cause the Company to close certain facilities.

b) Risk Factors in Interest Rates and Mortgages

Mortgage interest rates have a significant impact on the overall long-term cost of purchasing a home or commercial real estate through financing. On the one hand, mortgage borrowers seek the lowest possible mortgage interest rates. On the other hand, mortgage lenders must manage their risk through the interest rates they charge. The lowest mortgage interest rates are only available to borrowers with the most stellar credit histories. While the financial health of borrowers affects the interest rate they will be offered on a loan, economic factors and government monetary policy affect the whole mortgage rate universe. There are major factors at play, and all of them reflect the basic rules of supply and demand in one form or another. Some of the underlying factors are complex, but understanding these principles explains the interest rates you are paying now and what could be coming in the future.



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c) Economic Uncertainties

The success of the Company will depend upon certain factors, which are beyond the control of the Manager and cannot be predicted accurately at this time. Such factors include general and local economic conditions, increased competition, increased construction costs, changes in demand, and limitations, which may be imposed by government regulation. Prospective Investors should also be aware that if the Company experiences liquidity constraints, the Members may find it prudent or necessary to fund deficits that are not funded from company receipts and therefore made available to the Company to provide any required funds to meet such deficits in order to protect their investment in the Company. The Members, however, would not be under any legal obligation to pay such additional funds.

d) Change in the United States Government Lending Policy

Fannie Mae and Freddie Mac are a major source of financing for the commercial real estate sector. In February 2011, the Obama Administration released a report to Congress that included options, among others, to gradually shrink and eventually shut down Fannie Mae and Freddie Mac. We do not know whether the current administration or future administrations would continue with this restriction. We do not know when or if Fannie Mae or Freddie Mac will restrict their support of lending to the real estate sector or to the Company in particular. A final decision by the government to eliminate Fannie Mae or Freddie Mac or reduce their acquisitions or guarantees of our mortgage loans, may adversely affect interest rates, capital availability and the ability to refinance any existing mortgage obligations as they come due.

e) Competition

The Company's affiliates and contractors will compete with other brokers, owners and operators of real estate-based investments and homes in similarly situated markets. The number of competitive properties in a particular area could have a material adverse effect on the ability to market mortgages or other financial products involved in the acquisition, development and construction or occupancy of real estate in the commercial and residential context. If competitors offer finance rates below current market rates, the Company's affiliates and contractors lose potential transactions and may be pressured to reduce their terms below those currently charged to close transactions. As a result, the Company's financial condition, cash flow, cash available for distribution, and ability to satisfy the Company's debt service obligations could be materially adversely affected.

4. Risk Factors – Securities Risks

a) Unregistered Securities in General

This Offering has not been registered under the Securities Act of 1933, as amended, in reliance on the exceptive provisions of section 4(a)(2) and 233 of the 1933 Act. Similar reliance has been placed on exemptions from securities registration requirements under various state securities laws. There is no assurance that the offering presently qualifies or will continue to qualify under such exceptive provisions due to, among other things, the adequacy of disclosure, the manner of distribution of the offering, the existence of similar offerings conducted by the Company, or the retroactive change of any securities or regulations. If suits for rescission are brought against the Company under the Act or laws, both capital and assets of the Company could be adversely affected. Further expenditure of Company time and capital in defending an action by investors, the Securities Exchange Commission, or state regulators, even if the Company is ultimately



exonerated, could adversely affect the Company's ability to profitably operate the Property.

b) Limited Transferability

As a consequence of the restrictions on subsequent transfer imposed by the exemptions to registration that the Company is relying on, the Units may not be subsequently sold, assigned, conveyed, pledged, hypothecated, or otherwise transferred by the holder thereof, whether or not for consideration, except in compliance with the Act and applicable state securities laws. The Company's affiliate or contractor will receive restricted securities that, generally, will require a minimum hold period of twelve (12) months. There will be no public market for the Units following termination of this Offering and it is not expected that a public market for the Units will ever develop.

In addition, the Operating Agreement places restrictions on the transfer or assignment of the Units. Any Member who desires to transfer a Unit in the Company in accordance with the terms of the Agreement will nevertheless be prohibited from transferring said Unit except in compliance with all applicable federal and state securities laws. Accordingly, Members of the Company should be prepared to remain Members until the termination of the Company.

c) Lack of Liquidity

There is no present market for the Units, and no such market is anticipated. Further, there can be no assurance that a market for the Units will develop or, if such market develops that it will continue. Further, there are restrictions on transfer of the Unit in the event that a market develops for the Company's Units. Accordingly, an investment in the Units will not be liquid and there can be no assurance that the Units offered hereby can be resold at or near the Offering price and, in fact, purchasers of the Units may be unable to resell them for an indeterminate period of time.

d) Special Risks of the Company Form and Membership Units

5. Liability for Return of Grant of Equity in Company Revenue Share

Under Federal and/or State law, a Member who receives a return of any portion of the grant of equity in the Company may be liable to Company for the amount of the returned portion, plus interest only to the extent necessary to discharge the Company's liabilities to creditors who extended credit to the Company or whose claims arose during the period the returned portion or capital contribution was held by the Company.

6. No Right to Manage

A Member is not permitted to take any part in management or control of the business or affairs of the Company except as specifically provided for in the Operating Agreement. The Agreement vests exclusive control and management of the Company in the Manager as a result of which, the Members have no right to participate in the management of the Company except for only those matters which are specifically reserved in the Agreement to require a vote of the Members.



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Accordingly, the Company will be totally dependent on the Manager and its Affiliates to manage the business of the Company. Accordingly, the success of the Company's business will depend in large upon the expertise of the Manager. Removal of the Manager is permitted only under certain limited conditions as set forth in the Agreement.

7. Limitation of Manager's Liability

The Manager, its Affiliates, officers, shareholders, directors, employees, and agents will not be liable to any Member, and the Company will indemnify the foregoing against any and all liabilities, or damages, including attorney fees incurred by them by virtue of the performance any of them of the duties of the Manager acting as Manager in connection with Company's business, so long as such person acted within the scope of its, his, or her authority and in good faith on behalf of the Company, but only if such course of conduct does not constitute gross negligence, fraud, and/or willful or intentional misconduct. Under the terms of the Operating Agreement, the Manager, its Affiliates, and their officers, shareholders, directors, employees, and agents will not be liable for any loss or damage to Company property caused by any occurrence beyond the control of the Manager. A Member may have a limited right of action against the Manager than would be available absent indemnification provisions contained in the Agreement.

8. No Assurance

Any return to the Members on their grant of equity through fee generation or training program participation will be dependent upon the ability of the Manager. Such ability will be determined in part, upon economic factors and conditions beyond the control of the Manager.