



**Intel Corporation®**  
**Market Value Purchase (MVP)**  
**Relocation Home Sale Program**

**November 2019**

# Contents

Before You Get Started .....	3
Program Administration .....	4
Eligibility.....	4
Choosing a Real Estate Broker Requirement.....	4
Market Value Purchase (MVP) .....	6
Home Marketing Assistance .....	6
Home Sale Assistance.....	7
Equity Advance .....	11
If Your Home is not Eligible for MVP.....	12

## Before You Get Started

### **Introduction**

The Home Sale Program is a Corporate Relocation Program that provides assistance with selling your home.

Intel Corporation (Intel) has selected SIRVA Relocation LLC (SIRVA), a relocation management company, to facilitate your home sale transaction. Intel's intent is to provide you and your family with the tools and assistance to relocate in a timely and cost-effective manner.

SIRVA is a globally recognized firm that specializes in assisting corporations and their transferring employees in all aspects of the relocation process. We recognize and respect the diversity of our associates and strive to respond to their unique situations while ensuring fairness and consistency. We will adhere to the Intel company Policy and legal regulations and will treat all parties in an ethical manner.

It is our shared responsibility to communicate openly and honestly and to cooperate with one another to ensure the highest level of motivation, morale and productivity during the relocation process. Furthermore, we are committed to ensuring that our service partners meet our requirements for efficient, customer-oriented service delivery.

Please read this material carefully so you understand the comprehensive assistance available to you. As you prepare for the process of selling your home, rely on this information as a source of guidance. Be aware that if certain guidelines within the offered programs are not followed, some of your benefits will be reduced or forfeited.

Intel realizes that not all home sale related costs are fully compensated under this Policy. The Policy is intended to help ease the relocation transition and Intel has the expectation that you will share the responsibility of planning and coordinating the relocation process.

### **Policy Intent**

This information is intended to give you a summary of the home sale assistance program and Policy provisions. Please note that Policy and provisions are subject to change and discretionary variations. In the event the content in this Policy is superseded by official Intel Policy changes, the most current Intel policies and provisions prevail.

Intel will have the final right of decision when interpreting the terms of the relocation benefits and programs or in any communication with you.

## Program Administration

Intel will authorize your home sale benefit with SIRVA. Your SIRVA Relocation Consultant will explain Intel's home sale assistance program and processes. During the relocation process you must act and make decisions that are both prudent and reasonable in nature.

## Eligibility

To be eligible for the benefits outlined in this Policy, **the move must be completed within 12 months of the effective date of the relocation.** The effective date is defined as the transfer date recorded by Intel's Human Resources system of record.

## Choosing a Real Estate Broker Requirement

In order to take maximum advantage of the home sale program benefit, **DO NOT** contact any real estate companies or agents before first talking to your SIRVA Relocation Consultant.

This includes registering for "relocation services" on the Internet. Your SIRVA Relocation Consultant will discuss with you the selection of real estate agents when listing your current home.

SIRVA picks the highest performing brokers and establishes relationships with them based exclusively on service delivery and cost performance.

Preferred brokers are prescreened to meet the following criteria:

- Performance of the agent relative to the market average
- Knowledge of the home sale process and requirements
- Demonstrated marketplace expertise
- List-to-sell ratios (listing agents)
- Days-on-market performance (listing agents)
- Sales closed in the past year (listing agents)
- Creativity/marketing and sales techniques
- Service orientation of the agent from a relocation perspective
- Recent customer service evaluations completed by SIRVA Relocation Consultants and transferring employees
- Willingness to participate in referral program
- Overall professionalism as established by:
  - Full-time status
  - Professional associations
  - Years in business
  - Continuing education
- Attention to detail/accurate and timely completion of biweekly reports
- Company culture/norms/approach to service delivery and recovery

It is important to use a real estate agent familiar with the corporate relocation process. By utilizing an agent referred to you by SIRVA, you will be ensured of working with a real estate agent who understands the unique process, paperwork, and timelines as well as your needs and objectives. This will aide in reducing potential delays and minimizing cost.

If you have a real estate agent you would like to recommend, it is important that you do not contact the agent directly. Instead, let your SIRVA Relocation Consultant know the agent's name and contact information. Your SIRVA Relocation Consultant will then verify his/her credentials and confirm that qualifications are acceptable to the program requirements.

You, members of your immediate family, or other Intel employees may not directly or indirectly benefit financially from the fees that Intel pays for services or other costs related to your relocation. It is for that reason that Intel will not reimburse you, an immediate family member, another relative of the employee, or another Intel employee (or his/her spouse) for any fees for services performed as a real estate agent or broker for the sale of your primary residence.

For additional information and details, please refer to the body of this relocation Policy.

## Market Value Purchase (MVP)

The MVP program consist of two components. The home marketing and home sale assistance programs. You must **NOT** contact an agent or list your home until you have contacted your SIRVA Relocation Consultant.

MVP program highlights:

- Your closing costs, supplier fees and equity payment are non-taxable, non-reportable business expenses and will not be considered part of your compensation.
- You must select an agent from SIRVA's Preferred Broker Network. They are experts in the field of corporate relocation home sales and developing strategies to assist in selling your home in a timely manner.
- You may not be represented by an agent who is related to you or your spouse/partner, or who is an employee of Intel Corporation.

**Please note: Intel does not offer a guaranteed home sale buyout.**

### Home Marketing Assistance

Upon authorization by Intel, SIRVA will arrange to have two local/preferred real estate agents inspect your home, research the current local real estate market, and complete Broker Market Analyses (BMAs). Upon receipt and review of the BMAs, SIRVA will work with you to set a reasonable list price and develop a marketing strategy for the home. You may select either broker to list the home.

Setting a proper and realistic list price is crucial to the success of selling a home in a reasonable period of time and for the highest possible price. The determination of the initial list price is based on several factors such as location, competition, the condition of the property, and the time of year the home is listed. Over-listing a home only benefits the competition, generally extends the marketing time of the property, and may result in a lower final sale price than if the property had been marketed more realistically from the start.

To increase the chances of an early sale at the highest possible price:

- Do not enter into a listing agreement with any broker without first consulting your SIRVA Relocation Consultant.
- *Required:* List the home at no more than 105% of the average of the two BMAs' Most Likely (Probable) Sales Prices (if the BMAs are not within 5% of each other, a third BMA will be ordered, and the two closest values will be averaged).
- Make any improvements that have been suggested by SIRVA, or price the home based on its current "as is" condition.
- Work with the SIRVA Relocation Consultant and the real estate agent throughout the marketing period of the home.

## Home Sale Assistance

### Listing the Home

When listing the home, SIRVA will provide an addendum to the real estate agent that will be incorporated with the listing agreement so that a sale can be transferred to SIRVA once an outside offer has been accepted. The addendum states that the home owner agrees to:

- 1) *Sell the Property to SIRVA Relocation LLC ("SIRVA") or its designated affiliate at any time. Upon execution of a Contract of Sale between SIRVA and the Owner for the Property, the Listing Agreement shall immediately terminate without obligation on the part of the Owner or SIRVA to either pay a commission or continue the Listing Agreement; and,*
- 2) *In the event the Owner sells the Property under the Listing Agreement to a party **other** than SIRVA, then the Broker shall not earn, be due or be entitled to any commission or compensation until the:*
  - a) *sale of the Property has been consummated between Owner and the Buyer; and:*
  - b) *deed has been delivered and record title has transferred to the Buyer; and:*
  - c) *the agreed-upon purchase price has been delivered to the Owner; and:*
- 3) *Broker's compensation shall be limited solely to the commission as identified in the Listing Agreement. Owner shall not be required to pay any additional fees or expenses, either upon notice of termination of the Listing Agreement or upon the sale of the Property under the Listing Agreement. Without limiting the foregoing generalization, it is specifically agreed that Owner shall not be obligated to pay for the cost of any advertising or promotion; processing fees or expenses. Nor shall Owner pay any additional commission or charges arising out of your cooperation with other brokers, all of which shall be your sole obligation.*
- 4) *Owner may cancel the Listing Agreement for any reason, without a sale of the Property, without obligation on the part of Owner or SIRVA to either pay a commission or continue the Listing Agreement; and at no other cost(s) or Charge(s) to the Owner or SIRVA; and/or:*
- 5) *Cancel the Listing Agreement, upon notice to Broker ("Termination"), for any unsatisfactory performance by Broker or Broker's designated agent as determined by Owner in its/our sole discretion. Upon notice of such Termination, neither Owner nor SIRVA shall have any further obligation to pay a commission, cost(s) or other charge(s) to Broker.*

If your real estate broker or agent has any questions concerning the exclusion clause or Home Marketing Assistance, the broker or agent should contact SIRVA.

Home Sale Assistance is designed to help you sell your home and provide the most favorable tax treatment to both you and Intel. **If you follow the guidelines of this sale, you will not incur any real estate commission or other normal seller's closing expenses.**

When you accept a bona fide outside offer from a qualified buyer, SIRVA will purchase the home from you and then sell the home to the outside buyer on behalf of Intel.

**To protect the sale, you must under no circumstances accept a down payment or sign an offer presented by any potential buyer.** Your SIRVA Relocation Consultant will explain the process and all details.

You, members of your immediate family, or other Intel employees may not directly or indirectly benefit financially from the fees that Intel pays for services or other costs related to your relocation. It is for that reason that Intel will not reimburse you, an immediate family member, another relative of the employee, or another Intel employee (or his/her spouse) for any fees for services performed as a real estate agent or broker for the sale of your primary residence.

## **Ineligible Properties**

To be eligible for the home sale program, your home must be a single-family or two-family residence, condominium, or townhouse which is used as your principal residence and must be in title to you only, or you and your spouse or other legal dependent(s).

The following exclusions apply:

- Any home located outside the United States of America, its territories, possessions, and the Commonwealth of Puerto Rico or Canada
- Any home in which a part is used for non-residential purposes (other than company related work)
- Any home containing hazardous materials (i.e. incurable radon gas, friable asbestos, urea formaldehyde, toxic mold, defective buried oil tanks or any other substance/condition deemed to be a health hazard)
- Any home located on or near an EPA designated hazardous site
- Homes with acreage in excess of five acres or acreage that does not conform to the immediate area
- Any home in which the employee does not have clear and marketable title
- Mobile homes, houseboats, resort properties and cooperative apartments
- Income producing property including but not limited to farms, businesses and investment properties
- Any home currently occupied by a tenant, where the tenant cannot vacate the property within 30 days of offer date by the relocation management company
- Any home under \$50,000 without Intel Relocation approval
- Any home on which insurance is not available at standard rates for normal hazards of fire and extended coverage
- Any home where all or a portion of the home is incomplete, including those undergoing renovation
- Any home constructed with composition synthetic stucco, hardboard siding (LP siding, Masonite, or other wood composite siding is eligible if the siding looks good during inspection process; if not, it should be repaired/replaced by the owner in order to qualify), polybutylene piping and any home that does not conform to local building codes
- Any home that does not qualify for conventional mortgage financing
- Properties in which investigations disclose conditions which render the property unmarketable and/or which render the property unmarketable and/or which the employee does not resolve to the satisfaction of SIRVA
- Properties with building materials commonly known as "Chinese Drywall" or other drywall with similar characteristics
- Vacant land
- Listed in the previous 6 months



Condominium eligibility requirements include the following:

- Vacant, unsold, finished units must not exceed 20% of the total number of finished units
- Units owned by absentee investors for rental purposes must not exceed 20% of the total finished units
- Association dues/assessments per year (net of utilities) must not exceed 2% of the estimated fair market value of the condominium
- Units in the complex must qualify for mortgage financing, if appropriate, by FNMA or FHA/VA standards
- The condominium association is in sound financial condition as evidenced by current financial statements, sufficient replacement reserves, no recent rapid increase in association dues/assessments and no unusual or excessive liens

If any inspection discloses a significant problem, Intel reserves the right to exclude the home from the Home Sale Assistance program. SIRVA, on behalf of Intel, will make the final exclusion determination.

### **Disclosure**

You will be responsible for complying with all federal, state, and local disclosure requirements associated with the sale of your home. This includes the completion of all real estate disclosure forms that may be required.

### **Title Report**

SIRVA will order a title report on the home and advise you of the results. In the event the title report indicates a cloud on title, you will be responsible for properly clearing title before selling the home to SIRVA. SIRVA may be able to assist you in clearing clouds on title.

A cloud on title is defined as any outstanding claim, lien, encumbrance, document or condition usually revealed by a title search which impairs the title and the marketability of a property until it is removed.

### **Inspections and Repairs**

If there is a reason to believe inspections are necessary on your home in order to determine if the home is eligible for the home sale program, SIRVA will order any and all applicable inspections. SIRVA follows the Worldwide Employee Relocation Council's (ERC) State of Use: Relocation Property Assessment that identifies structural, safety and inoperable items, regardless of local/state codes. All final reports must be satisfactory.

Inspections also may be ordered and paid for by an outside buyer to assist in determining if he/she should purchase your home. If the buyer's inspections or repair requests are insufficient, SIRVA, on behalf of Intel, may require additional inspections and/or repairs.

You will be solely responsible for rectifying or repairing any adverse items that appear in any inspections obtained, as required, prior to closing with SIRVA.

## **Offer to Purchase**

SIRVA must be made aware of all offers to purchase the home that you receive in order to ensure the home sale process is followed and your benefits are not jeopardized. This will also make the process go as smoothly and quickly as possible.

Working with you and the real estate agent, SIRVA will:

- Review the offer with you.
- Advise you on possible negotiation strategies, as appropriate.
- Determine if the offer is a bona fide purchase offer from a qualified buyer.
- Instruct the agent to prepare a final agreement with SIRVA as seller of the property, once verbal negotiations are complete.
- Prepare a Contract of Sale between SIRVA and you that represents the final terms and price of the outside purchase offer.

When you accept the offer from SIRVA and your signed Contract of Sale and legal documents have been received, you will continue to be responsible for the following items until you have vacated the property and closed with SIRVA:

- Maintenance and upkeep
- Mortgage payments
- Property insurance
- Prorated mortgage interest, taxes, mortgage insurance premiums, etc.
- Utilities

Any outstanding balances from the items above may be deducted from your final equity.

Certain items are not covered under this Policy. If you agree to any of the following seller's expenses, they will be deducted from your final equity:

- Repairs and/or improvements requested by the buyer.
- Buyer's closing costs or incentives/concessions.
- Realtor's commission above the standard rate for your area.

## **Closing the Sale**

If after all contingencies of the sale of your home to SIRVA have been met and the property remains eligible for the relocation program, and the sale of the home to the outside buyer falls through, the Contract of Sale between you and SIRVA will still be honored.

Your equity will be computed, and expenses prorated as of the date SIRVA receives the Contract of Sale and applicable legal documents, your vacate date as stated in the Contract of Sale, or required repairs have been rectified, whichever is latest. The equity will be the purchase price offered by SIRVA less all mortgage balance(s)/equity lines of credit and adjustments for taxes, interest, insurance, buyer concessions (if applicable), or other items related to the residence.

You may also be responsible for any maintenance and/or repair items deemed necessary by the Company or SIRVA.

SIRVA will manage the closing with the outside buyer. There is no need for you to physically attend the closing of your home. In the event the sale does not close after SIRVA purchases the home from you, SIRVA will take the home into inventory and be responsible for marketing and selling the property.

## **Bona Fide Offer Definition**

A bona fide offer generally includes the following requirements:

- The buyer is financially qualified and capable of purchasing the property.
- The purchase price represents fair market value at the time of closing.
- The property satisfies generally accepted and applicable industry criteria for a mortgage loan at standard market rates as determined by a reputable institutional lender (e.g. a bank, savings bank or mortgage company authorized to conduct business in the area). Generally accepted and applicable industry criteria for mortgage loans shall include loans eligible for repurchase under guidelines established by organizations such as "Fannie Mae" and "Freddie Mac." The availability of financing by a particular lender such as a local portfolio lender or other nonstandard lending arrangement does not constitute generally accepted and applicable industry criteria for a mortgage loan.

## **Equity Advance**

**Note to executive officers of Intel:** Pursuant to Section 402 of the Sarbanes- Oxley Act of 2002 that became effective July 30, 2002, a new subsection (k) has been added to Section 13 of the Securities Exchange of 1934. Section 13(k) makes it unlawful for any issuer, directly or indirectly, including through any subsidiary, to extend or maintain credit, to arrange for the extension of credit, or to renew an extension of credit in the form of a personal loan to or for any of its Board of Directors or executive officers.

Therefore, pursuant to the Policy, it is prohibited for any "executive officer" to participate in an Equity Advance.

In the event you require a portion of your equity for a down payment or the closing on your new home, SIRVA will advance up to a maximum of 95% of your estimated equity based on a bona fide outside offer less the following:

- Any estimated unpaid balances on all mortgages, equity lines of credit, liens, assessments, or other encumbrances.
- One-year's property taxes.
- One month's mortgage payment for each mortgage or equity line.

Contact your SIRVA Relocation Consultant to request an advance. You must sell your home through the MVP program in order to be eligible to receive an equity advance. The advance can only be made if your title work has been completed and there are no liens or clouds on title, and you have returned your deed package to SIRVA and it has been approved. SIRVA will send you a Promissory Note stating the amount advanced.

The Promissory Note must be signed by you and all owners of record and returned to SIRVA prior to advancing any funds. Funds will only be sent by wire to the company conducting the closing. The advance is non-interest bearing prior to its due date. The amount advanced will be repaid to SIRVA as a deduction from your final equity payment. Equity advances generally require 7-14 days to process. The Promissory Note amount must be paid back in the event the relocation is not completed. All equity advance(s) must be repaid/reconciled within six months of being issued.

## If Your Home is not Eligible for MVP

If your home is not eligible for MVP, you may be eligible for the Old Home Closing Cost program. You will be responsible for funding your closing costs. Covered costs will be reimbursed by submitting your final Closing Disclosure Statement via the SIRVA expense portal.

Intel will reimburse up to 8% of the home sale price (contract sales price) shown on your final Closing Disclosure statement. Your reimbursement will be reported as taxable income and will be subject to taxes. This payment may be tax protected, subject to Intel's review and approval.

- Only costs related to the Seller's closing costs will be covered (*see Paid from Seller's Funds at Settlement column on the Closing Disclosure Statement*)
- Brokerage or agent commission on sale (up to 8% of sale price shown on your final Closing Disclosure Statement)

Normal and customary home sale closing costs, including:

- Attorney/escrow fees
- Customary federal, state and local transfer taxes
- Filing and notary fees
- Legal fees

Costs not eligible for reimbursement:

- Discount points and special financing costs.
- Recurring closing costs. Examples include, but are not limited to, items such as home warranty, hazard flood insurance, city & county property taxes, flood insurance, interest, annual assessments, private mortgage insurance (PMI), home association fees, repair work, and prepayment penalties (on first and second mortgages).