

VENDOR # LLB-_____

PRESCIENT

A S S E T M A N A G E M E N T

LOCAL LISTING BROKER MARKETING SERVICES AGREEMENT FOR FDIC PROPERTIES

This **Local Listing Broker Marketing Services Agreement** (the “*Agreement*”), is made and entered into as of this _____ day of _____, 20____, by and between **Prescient, Inc. (“PRESCIENT”)**, with its corporate offices at 2600 Douglas Road, Suite 800, Coral Gables, FL 33134, and the

Local Listing Broker (the “LLB”), _____,

with its main offices located at _____.

WITNESSETH:

WHEREAS, the **Federal Deposit Insurance Corporation (“FDIC”)** awarded PRESCIENT an ORE Management and Marketing Services Basic Ordering Agreement (the “*FDIC Contract*”) to manage and market certain real estate properties owned by the FDIC as receiver for various financial institutions, or their subsidiaries, located in areas that include the United States of America, the District of Columbia, and the protectorates of the U.S.;

WHEREAS, PRESCIENT and LLB desire to enter into this Agreement for the performance of a portion of the real estate marketing services or work required under PRESCIENT’s FDIC Contract; and

WHEREAS, PRESCIENT and LLB desire to set forth herein the scope of work, terms and conditions, and other provisions of the Agreement that shall apply to the performance of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein the parties hereto agree as follows:

1. GENERAL

a. The FDIC Contract involves the potential for PRESCIENT to issue real estate listings of single-family (one to four units) homes, residential lots, acreage or other tracts of land, and various types of commercial properties. These properties are known as Owned Real Estate (“*ORE*”) under the FDIC Contract, and they originate from the portfolios of failed banks that FDIC has placed into receivership. These FDIC ORE assets will be referred to herein as the “*FDIC Property*” or “*FDIC Properties*”.

b. LLB agrees to provide all necessary facilities, materials, supplies, equipment, supervision, personnel, and other items, goods, and services to perform the responsibilities and comply with the obligations set forth in the scope of work described in Section 3 of this Agreement.

c. LLB agrees that it shall not accept any assignment to perform any other services incident to the FDIC Contract and this Agreement, other than to act as a local listing broker as set forth herein. This includes, without limitation, and other work such as appraising, auctioning, surveying, maintaining property condition, and repairing FDIC Properties.

2. **ASSIGNMENT OF FDIC PROPERTY LISTINGS**

a. All FDIC Property listing assignments to LLB under this Agreement will be made by PRESCIENT in accordance with its sole and absolute determination of appropriateness, which may include not assigning any FDIC Property to LLB.

b. PRESCIENT will assign a FDIC Property listing to LLB via a FDIC Property Listing Assignment form (the "*Assignment*"), a copy of which is attached hereto and incorporated herein as Exhibit 1 to this Agreement. PRESCIENT will transmit the Assignment(s) to LLB by electronic mail. If LLB wishes to accept the listing, the respective Assignment form must be completed, executed and returned by electronic mail to PRESCIENT within two (2) business days.

c. LLB shall be responsible for marketing the FDIC Properties assigned to it by PRESCIENT. Notwithstanding the foregoing, at all times during the term of this Agreement, PRESCIENT reserves the right in, its sole discretion, to expand, restrict, or discontinue the LLB's assignments, or to obtain additional local listing brokers to service the same area, depending upon PRESCIENT's assessment of the LLB's performance, the listing and sales volume, and any other factors or considerations that PRESCIENT may deem significant, without prior discussion with LLB.

3. **SCOPE OF WORK**

a. LLB shall comply with the obligations, furnish the items and perform the services set forth in the Scope of Work described in Addendum A to this Agreement. In the performance of the Scope of Work, the LLB shall comply with FDIC regulations, and any legislative changes and notices, handbooks, directives, guidelines, instructional memoranda or letters issued with regard to FDIC ORE disposition, as revised from time to time, and any other procedures issued by FDIC or PRESCIENT.

b. LLB shall consistently perform the services and provide the items described in the Scope of Work in accordance with all the standards, quality levels, and requirements set forth in this Agreement.

c. Immediately upon execution of this Agreement, LLB agrees to obtain and read or otherwise become fully familiar with and instruct its agents on all FDIC and PRESCIENT guidelines and procedures, and to maintain current knowledge and application of all such guidelines and procedures throughout the term of this Agreement. PRESCIENT may provide orientation and training to assist LLB to comply with this provision; however, the LLB is responsible for keeping current by continually checking the FDIC and PRESCIENT websites for announcements, instructions, directives, notices or any other updates.

d. LLB shall create and keep current its own policies and procedures manual containing all FDIC and PRESCIENT guidelines and procedures. All individuals working with LLB as licensees or employees shall

be required to be familiar with and comply with PRESCIENT's and the FDIC's directives, guidelines and procedures.

4. RESTRICTIONS ON PURCHASES OF FDIC PROPERTY

a. LLB acknowledges and agrees that it is an inherent conflict of interest for LLB, or any person related to LLB by blood, marriage, or any other type of family relationship, or any entity in which LLB has an interest or any other type of business relationship or with which it is otherwise affiliated (referred to herein as, an "*LLB Affiliate*" or "*Identity of Interest Entity*"), to purchase an FDIC Property. Accordingly, LLB further acknowledges and agrees that LLB or an LLB Affiliate or Identity of Interest Entity is prohibited from purchasing any FDIC Property.

b. Notwithstanding the restrictions set forth in Section 4(a), LLB or an LLB Affiliate or Identity of Interest Entity may submit an offer to purchase an FDIC Property provided that LLB has no prior listing broker, agent or marketing affiliation with the identified property. The LLB acknowledges and agrees that it will not earn or be entitled to receive a commission of any kind in connection with such transactions.

5. TERM AND TIMEFRAMES

a. This Agreement shall become effective and binding upon the date of execution by PRESCIENT ("*Effective Date*"), and the term hereof shall commence on the Effective Date. Thereafter, the term of this Agreement shall continue until terminated by either party pursuant to Section 16.

b. LLB will strictly comply with all timeframes, deadlines and delivery dates for services and deliverables, including periodic and regular reports and other submittals, set forth in the Scope of Work or in any other provision of this Agreement, or which may be required from time to time by PRESCIENT in its sole discretion.

6. COMMISSION FEES

a. Each FDIC Property listing assignment offered to LLB by PRESCIENT shall include the real estate commission PRESCIENT will pay LLB based upon the successful sale of an identified FDIC Property. The commission amount will be an amount equal to a percentage of the sales price or a flat fee as determined by PRESCIENT, in its sole discretion, and as stipulated in the asset specific Assignment. LLB's commission is earned and paid upon the closing of a sale of the FDIC Property assigned to LLB. Unless otherwise mutually agreed to in writing by the parties, LLB hereby acknowledges and understands that there shall be no minimum real estate commission earned by LLB and paid by PRESCIENT or by FDIC for the performance of the Scope of Work. The total listing fee will include an amount that must be advertised in Multiple Listing Services (MLS) and/or other social and print media as available to a co-operating broker upon the closing of a sale of an FDIC Property assigned to LLB to the cooperating broker's buyer. If issues arise regarding MLS rules and compliance with those requirements, LLB shall immediately notify the appropriate PRESCIENT personnel to determine an acceptable resolution.

b. **LLB may not sell FDIC Properties to its own qualified purchasers or serve in a dual agency capacity whereby LLB also serves as the buyer's broker and attempts to earn the cooperating**

(buying) broker portion of the commission, without first disclosing such relationship to, and obtaining prior written consent from, PRESCIENT.

c. LLB shall not be entitled to any compensation other than the commissions set forth in this Section.

7. INSPECTION

All work required under this Agreement is subject to inspection by PRESCIENT and the FDIC and its representatives at any time and from time to time. Failure to comply with inspection requirements or failure to meet inspection standards may be cause for termination of this Agreement in accordance with Section 16.

8. SPECIAL REQUIREMENTS

The LLB agrees to comply with special requirements covering Americans with Disabilities, ADP Related Products, Internet and Electronic Security and Virus Prevention, Criminal Liability, Additional Responsibilities, Truth in Advertising, and Fair Housing Nondiscrimination regarding Real Estate Sales and Rentals, and other applicable regulations and guidelines as required by local, state, and federal laws.

9. LOCAL LISTING BROKER REPRESENTATIONS AND COMMITMENTS

a. All representations and commitments by the LLB within the scope of this Agreement shall be binding upon the LLB and shall survive the execution of the Agreement and all modifications thereto.

b. LLB makes or affirms the following representations, warranties or commitments:

(1) Those representations, warranties and commitments in the proposal submitted by the LLB in response to the Request for Proposals (RFP);

(2) Any warranty or representation made by the LLB as to past performance, experience, or planned performance;

(3) Any modification of or affirmation or representation as to any of the above information which is made in writing by the LLB in or during the course of discussions, whether or not incorporated into a formal amendment to the proposal in question or this Agreement;

(4) That all local and state required licenses and certificates are currently held by LLB, its agents and associates, in a valid and active status, and that such licenses and certificates will be renewed in order for LLB, its agents and associates, to maintain their current and active status at all times during the term of this Agreement; and

(5) That neither the LLB nor any of its principals or affiliates has been debarred, suspended, or proposed for debarment or suspension by the federal government, by the state of where the LLB is licensed, or by any professional real estate membership organization related to any form of ethical or legal business practices.

c. LLB understands, acknowledges and agrees that:

- (1) No discrimination, delay, or interference will be tolerated by LLB against any person who may be a prospective buyer, or against any potential selling broker who may procure a buyer;
- (2) No false, misleading, prejudicial, detrimental, or unconfirmed statements will be made regarding FDIC Properties, FDIC, PRESCIENT, and a listing price or the potential sales price. LLB specifically agrees to avoid making such prohibited statements verbally or in writing in its advertisements, websites, interviews, or in public or private meetings regarding this program. LLB agrees to refer all inquiries from the press or media of any kind to PRESCIENT in order to avoid making such prohibited statements;
- (3) No fee or payment of any kind will be charged or accepted by LLB in connection with the listing and marketing of an FDIC Property from any source, except the commission fees described in Section 6 herein and in the respective FDIC Property Assignment transmitted by PRESCIENT to LLB from time to time under the terms of this Agreement;
- (4) The FDIC Property will be listed and sold "as is, where is, with all faults," except as otherwise indicated by PRESCIENT in a separate written document detailing repairs or remediation to be completed prior to closing of a sale. LLB will not encourage potential purchasers or their real estate advisors to request or expect that any repairs or improvements to the FDIC Property will be made;
- (5) The FDIC Property will be offered, shown, and made available for sale to all persons without regard to race, color, religion, national origin, gender, handicap, or family status in full compliance with the current Federal Fair Housing Act and any local or state requirements;
- (6) No other Agreement exists by and between LLB or its affiliates and FDIC or PRESCIENT in any capacity. LLB does not have any interest in any related FDIC contracts such as for appraising FDIC-owned homes, serving as the FDIC closing agent, or providing property management or property inspection services;
- (7) LLB will not conduct any Open House at the FDIC Property without prior consent from PRESCIENT, nor will LLB place any unapproved or unauthorized signs on or near the FDIC Property;
- (8) PRESCIENT shall have the right to publish on its website, and otherwise make available to the public and to real estate licensees working with or representing potential purchasers of the FDIC Property, the contact information for the LLB, as well as the services it has agreed to provide;
- (9) **Neither PRESCIENT nor LLB (or any of its directors, employees, associates or agents) has any authority (either apparent or actual) to make or accept an offer on behalf of the FDIC, or to bind PRESCIENT or the FDIC in any manner. The FDIC's approval and acceptance of an offer or counter-offer shall be confirmed only upon receipt of a fully executed FDIC Real Estate Purchase and Sale Contract executed by an authorized FDIC signatory.**
- (10) LLB is responsible to ensure that all of LLB's agents, associates, and other personnel are knowledgeable regarding all the representations and commitments stated in Section 9 and other provisions of this Agreement.

10. DISCLAIMER

DUE TO THE NATURE IN WHICH THE FDIC PROPERTIES WERE ACQUIRED BY THE FDIC, NEITHER PRESCIENT NOR THE FDIC MAKE ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, CONCERNING, OR WITH RESPECT TO THE ACCURACY AND COMPLETENESS OF ANY DATA, INFORMATION OR DOCUMENTATION PROVIDED TO LLB BY PRESCIENT, THE FDIC, AND/OR ANYONE ACTING OR PURPORTING TO ACT ON PRESCIENT'S BEHALF, REGARDING THE FDIC PROPERTIES ASSIGNED TO LLB UNDER THIS AGREEMENT. LLB UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT IT ASSUMES SOLE AND FULL RESPONSIBILITY: (A) TO INDEPENDENTLY VERIFY THE ACCURACY AND COMPLETENESS OF ANY INFORMATION, DATA OR DOCUMENTATION PROVIDED BY PRESCIENT OR THE FDIC (OR ANYONE ACTING OR PURPORTING TO ACT ON THEIR BEHALF) REGARDING FDIC PROPERTIES; (B) FOR LLB'S RELIANCE UPON, OR CONCLUSIONS DRAWN FROM THE INFORMATION, DATA AND DOCUMENTATION IT RECEIVES FROM PRESCIENT OR THE FDIC (OR ANYONE ACTING OR PURPORTING TO ACT ON THEIR BEHALF); AND (C) FOR VERIFYING THE ACCURACY AND COMPLETENESS OF ALL MLS INFORMATION AND THE INFORMATION LLB USES IN ITS MARKETING MATERIALS.

11. INDEMNIFICATION

LLB shall indemnify, hold harmless and release PRESCIENT, FDIC (in all of its capacities), and their officers, directors, employees and agents (collectively, the "Indemnitees") from and against any and all loss, damage, liability, cost and expense, including without limitation, reasonable attorney's fees and amounts paid, suffered, or incurred by the Indemnitees, resulting from or arising out of, or in any way relating, directly or indirectly, to: (a) personal injury to any person (including death) or damage to real or tangible personal property to the extent such injury or damage is proximately caused by any person for whose conduct LLB is liable; (b) the breach of this Agreement (including the Addenda) by LLB, or (c) any acts, omissions, willful misconduct, fraud, representations or misrepresentations on the part of the LLB or any of its agents, associates or employees. The provisions of this Section 11 shall survive termination of this Agreement for any reason.

12. LIMITATIONS OF LIABILITY

(a) EXCEPT FOR A MATTER DESCRIBED IN SECTION 11 (INDEMNIFICATION), NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, REVENUE OR BUSINESS) HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY STATEMENT OF WORK, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING OR ANYTHING IN THIS AGREEMENT OR THE SCOPE OF WORK TO THE CONTRARY, THE FOREGOING LIMITATION DOES NOT PRECLUDE OR LIMIT THE CLAIM TO OR THE APPLICATION OF ANY INSURANCE PROCEEDS THAT OTHERWISE WOULD BE PAYABLE HEREUNDER IN THE ABSENCE OF SUCH LIMITATION, NOR DOES IT LIMIT ANY PARTY'S DUTIES HEREUNDER WITH RESPECT TO A MATTER COVERED IN SECTION 11 (INDEMNIFICATION).

(b) PRESCIENT SHALL NOT BE LIABLE TO LLB FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT THAT EXCEED THE TOTAL AMOUNT OF PRESCIENT'S PAYMENT OBLIGATIONS UNDER THIS

AGREEMENT. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), OR OTHERWISE, AND REGARDLESS OF THE THEORY OF LIABILITY.

13. INSURANCE

LLB will obtain and maintain current Comprehensive General Liability insurance coverage with limits of (i) \$1,000,000 per occurrence, (ii) \$2,000,000 Products/Completed Operations Aggregate, and (iii) \$2,000,000 General Aggregate. In addition, the LLB shall maintain insurance coverage with limits of \$500,000 for motor vehicle liability and \$1,000,000 for errors and omissions coverage. In compliance with state and local laws, LLB must also maintain Worker's Compensation Insurance in an amount equal to the minimum required by state license laws. LLB must provide evidence of such coverage in its response to PRESCIENT's requests for information or proposals, which PRESCIENT will rely upon as factual. LLB shall be responsible to update PRESCIENT files when such coverage is changed, cancelled, or renewed. The required insurance coverage set forth in this Addendum A shall be primary and non-contributing with respect to any other insurance that may be maintained by Prescient and notwithstanding any provision contained herein, the LLB and its employees, agents, representatives, consultants, subcontractors and suppliers, are not insured by Prescient, and are not covered under any policy of insurance that Prescient has obtained or has in place. In no event shall the liability of LLB or any subcontractor be limited to the extent of any insurance or the minimum limits required in this Addendum. LLB's assumption of liability under Section 13 of the Agreement is independent from, and will not be limited in any manner by LLB's insurance coverage obtained pursuant to the Agreement.

14. CONSTRUCTIVE CHANGES

No change in the Scope of Work or in any term or provision of this Agreement shall be made except by modification executed by PRESCIENT's authorized representative and an authorized representative of LLB. LLB shall not, during performance of this Agreement, accept any verbal or written direction that affects any obligation hereunder except from authorized PRESCIENT representatives. Any work efforts, without prior authorization from such PRESCIENT personnel, shall be at the sole risk of the LLB. The LLB agrees to notify PRESCIENT within one (1) business day of any such unauthorized direction or course of conduct attributed to PRESCIENT. LLB's failure to notify PRESCIENT may result in the termination of this Agreement.

15. LOCAL LISTING BROKER PERFORMANCE

LLB agrees to perform all services and provide all items in strict accordance with the terms, conditions, and other provisions included in this Agreement and within the schedule and other time requirements specified. LLB also agrees to abide by and comply with any directives provided by PRESCIENT regarding the performance of the services and administration of the Agreement.

16. TERMINATION

Either party may terminate this Agreement, **with or without cause**, by giving **ten (10) business days** prior written notice of termination to the other party. If, in PRESCIENT's sole judgment, the LLB is not performing according to the terms of the Agreement, is not obtaining the expected results from its marketing efforts, or is in violation of any policy, directive, rule, regulation, or guidelines established as appropriate performance by FDIC or PRESCIENT, then PRESCIENT may terminate this Agreement immediately by delivering a written notice of termination to LLB via email. Upon receipt of any termination notice, LLB shall immediately stop work on all or any portion of this Agreement affected by the notice, and

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shall release all listings in the Multiple Listing System (MLS) immediately upon instructions from PRESCIENT to do so. LLB may submit reasons why it should be reinstated, but the determination whether to do so is solely and indisputably PRESCIENT's decision.

17. FDIC CONTRACT CLAUSES

All clauses set forth or incorporated by reference in the FDIC Contract, shall be incorporated herein to the extent they apply to LLB as a subcontractor, including, without limitation, the Federal Acquisition Regulations Clauses set forth in Addendum B to the Agreement.

18. NOTICES

All notices, orders, directives, requests, or other communications required or permitted to be given or sent pursuant to this Agreement regarding the relationship between LLB and PRESCIENT, shall be in writing and shall be deemed given (or issued) when sent by electronic mail, Certified U.S. Mail, or by commercial expedited delivery service with a tracking system to the addresses provided below. (The preceding statement does not refer to routine day-to-day business documents such as offers to purchase or update reports, which shall be communicated as LLB is instructed to do by the assigned PRESCIENT Asset Manager or other employee.)

In case of notice to PRESCIENT:

PRESCIENT, INC.
Attention: Steve Murray, Operations Manager
2600 Douglas Road, Suite 800
Coral Gables, Florida 33134
Stevemurray@4prescient.net

With a copy to:

PRESCIENT, INC.
Attention: Olga Busto Velasco
Counsel
2600 Douglas Road, Suite 800
Coral Gables, Florida 33134
olgavelasco@4prescient.net

In case of notice to the Local Listing Broker:

Company Name: _____

Designated Broker: _____

EIN or TAX ID # _____

DUN & BRADSTREET # _____

POC Name: _____

VENDOR # LLB-_____

Address (Not P.O. Box): _____

Phone: (_____) _____

Cellular: (_____) _____

Fax: (_____) _____

E-Mail Address: _____@_____

Either party may, by notice given in accordance with the foregoing, change its address or designated recipient for notices. Any notice given shall be deemed to have been received when a receipt for delivery is received electronically, signed and given to the commercial expedited delivery service carrier or U.S. Postal Service carrier.

19. RESERVATION OF RIGHTS

PRESCIENT's failure to enforce at any time or for any period of time any one or more of the terms of this Agreement shall not be a waiver of those terms or of PRESCIENT's right to enforce all terms and conditions at any subsequent time.

20. ENTIRE UNDERSTANDING

This Agreement, including the Exhibits and Addenda attached to this Agreement and incorporated herein, embodies the entire understanding, written or oral, in effect between the parties relating to the subject matter hereof.

21. MODIFICATIONS

This Agreement may be modified only by written amendment or other form of modification executed by authorized representatives of both parties. It may not be modified by any oral agreements, by any implied agreement or custom, or by any waiver of any of its terms unless in writing.

22. SEVERABILITY

If any portion of this Agreement is held or determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated. This Agreement replaces and supersedes any previous agreement, making any earlier agreements null, void, and of no effect.

23. ASSIGNABILITY

This Agreement shall be binding on the parties hereto and their successors and assigns. LLB shall have no right to assign or otherwise transfer its rights, responsibilities, liabilities, or obligations under this Agreement or any of the FDIC Property listings assigned to LLB in whole or in part, without PRESCIENT'S prior written consent, which consent may be withheld at the sole discretion of PRESCIENT.

24. GOVERNING LAW

The construction, enforceability, validity, and interpretation of this Agreement shall be deemed to be in accordance with the laws of the state of Florida. However, certain articles, sections, and other provisions incorporated herein by reference are included because of the requirements of the FDIC Contract and other requirements applicable to a federal government contract. Those provisions shall be interpreted in accordance with the decisions of federal courts and appropriate federal boards of contract appeals.

25. RELATIONSHIP OF PARTIES

a. LLB, in furnishing products or services to PRESCIENT hereunder, does so as an independent contractor. LLB has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all services required by the Scope of Work unless otherwise directed by PRESCIENT. LLB does not have any authority to bind PRESCIENT or FDIC to do, or not do, any act with respect to any third party nor shall the LLB purport to do so.

b. LLB shall not refer to PRESCIENT nor to FDIC in any of its advertising, whether print or electronic, nor in any portion of any website operated by, or at the direction of, the LLB, without PRESCIENT's express prior consent in writing.

[SIGNATURE PAGE TO FOLLOW]

VENDOR # LLB-_____

SIGNATURE PAGE

IN WITNESS HEREOF, the parties have caused this Local Listing Broker Marketing Services Agreement to be executed by their duly authorized representatives. The Agreement is effective as of the date written below when it is executed by PRESCIENT (“*Effective Date*”).

PRESCIENT, INC.

By: _____

Date: _____

Print Name

Its: _____

LOCAL LISTING BROKER:

Company Name: _____

By: _____

Date: _____

Print Name of LLB Authorized Signatory

Its: _____

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EXHIBIT 1
TO THE
LOCAL LISTING BROKERS
MARKETING SERVICES AGREEMENT

PRESCIENT FDIC Property Listing Assignment form

PRESCIENT

A S S E T M A N A G E M E N T

FDIC PROPERTY LISTING ASSIGNMENT for Local Listing Broker Marketing Services Agreement (the "Agreement")

1.0 PARTIES:

Client: Prescient, Inc. (d/b/a Prescient Asset Management)

Asset Manager: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

Broker: Insert Broker Firm

Agent Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

2.0

APPOINTMENT: Client grants to Broker the exclusive right to act as Client's real estate agent for the purpose of marketing and selling the Property identified in Section 3.0 during the Term (as defined in Section 4.0 herein).

3.0 FDIC PROPERTY:

FDIC Asset No. _____

Failed Bank Name: _____

Property Owner: _____

Property Name: _____

Property Address: _____

Property Type: _____

Initial Listing Price: _____

4.0 TERM: This Property Listing Agreement begins on _____ and ends at the earlier of:

A) 11:59 p.m. on _____; or

B) the Closing of the transaction.

5.0 COMMISSION:

Broker Commission - Conventional Sale

_____ of the gross sales price earned upon sale if there is a cooperating broker; or

_____ of the gross sales price earned upon sale if there is no cooperating broker

_____ or _____, the greater of, to be paid to broker as Additional Compensation based on the gross sales price if the sale closes on or before _____

Broker Commission - Prescient or FDIC Mass Marketing Sponsored Event

_____ of the gross sales price (or \$750.00, whichever is greater) earned upon sale if the Asset is sold in a Prescient or FDIC sponsored Mass Marketing Event.

6.0 NOTICES:

- A) Prescient, Inc. (“Prescient”), as an independent marketing and management contractor of the Federal Deposit Insurance Corporation (“FDIC”), relies heavily on the local market expertise, marketing efforts, recommendations and professional integrity of its network of licensed real estate agents and brokers.

- B) Per Section 9.3c(2) of the Agreement, the Local Listing Broker (“LLB”) acknowledges and agrees that “No false, misleading, prejudicial, detrimental or unconfirmed statements will be made regarding the FDIC Property, FDIC, Prescient, the listing price or the potential sales price. LLB specifically agrees to avoid making such prohibited statements verbally or in writing in its advertisements, websites, interviews, or in public or private meetings regarding this program.”

- C) All offers are to be in writing and are subject to approval and acceptance by the FDIC. Neither Prescient nor the LLB, nor any of their employees, subcontractors, or agents, have any authority (apparent or actual) to make or accept an offer on behalf of the FDIC, or attempt to bind Prescient or the FDIC in any manner. The FDIC's approval and acceptance of an offer or counter-offer shall only be confirmed upon delivery and receipt of an FDIC Real Estate Purchase and Sale Contract that has been executed by an authorized FDIC signatory.

- D) The LLB *shall not* under any circumstances make false representations of its authority or that of Prescient. In order to avoid any such misunderstandings, Prescient strongly recommends that the LLB incorporate in all of its written communication with prospective purchasers (including emails), a statement that expressly and unambiguously disclaims any authority (apparent or actual) of LLB or Prescient to bind the FDIC or accept offers on its behalf.

- E) **Due to the manner in which the FDIC acquired title to the FDIC Property being assigned by Prescient in this Assignment, LLB must not rely on, and must independently verify the accuracy and completeness of, any information provided by Prescient and/or the FDIC regarding the FDIC Property.**

- F) Be advised that failure to comply with the terms and conditions of the Agreement can result in the termination of active listings and prohibit the agent and/or brokerage firm from receiving future listings from Prescient.

- G) This Assignment is subject to the terms, conditions, restrictions and requirements contained in the Agreement in effect between LLB and Prescient.

- H) If LLB desires or intends to represent both seller and purchaser in a real estate sale transaction, thereby creating a "dual agency" relationship according to local real estate license law, LLB must first disclose this to Prescient and obtain prior written approval from PRESCIENT and FDIC.

- I) All commissions are deemed earned only upon the successful close of the transaction.

7.0 AGREEMENT: Agreed to by all parties as of the last date executed below.

Prescient, Inc.

Insert Broker Firm

Name Date

Name Date

ADDENDUM A TO THE LOCAL LISTING BROKER MARKETING SERVICES AGREEMENT

LLB Scope of Work

Throughout the term of the Agreement, the LLB will comply with the obligations and provide the items, materials and services described in this Scope of Work ("SOW") Addendum and will be responsible for all associated costs and expenses incurred by LLB in providing these services.

This Addendum will apply to all FDIC Properties listings assigned to LLB.

1. If required under the applicable state law, LLB must be a licensed real estate broker in good standing with the state department of real estate and business or professional licensing where the FDIC Property is located. All local, state and federal laws must be upheld and obeyed by LLB and all LLB's business associates. Failure to do so will result in immediate termination of LLB.
2. LLB must be a member in good standing or become a member of all Associations, Boards of Realtors® and Multiple Listing Systems (MLS) (or comparable national and local Associations) in all cities or counties where this service is available within the geographic area considered to be the marketing area for the FDIC Properties covered under the Agreement.
3. LLB must determine the appropriate marketing forum that will provide the best exposure for the FDIC Property among the licensees in the market. LLB must list all FDIC Properties with a local MLS or comparable electronic media listing service within 24 hours of assignment, or by 5:00 PM Friday of that week, whichever is sooner. If local MLS policy on listings precludes this, LLB will notify PRESCIENT and will list the FDIC Properties at the earliest time possible.
4. LLB will electronically provide PRESCIENT with proof of MLS or other available electronic media listings for each FDIC Property within three (3) business days after the FDIC Property is assigned.
5. LLB must enter information into MLS (or other comparable electronic media listing service) regarding any change in status of FDIC Properties within one (1) business day of notification and must deliver written proof to PRESCIENT that the changes have been made.
6. If information required for MLS (or other comparable electronic media listing service) completion is not provided by PRESCIENT, LLB must obtain it. LLB is solely and fully responsible for the accuracy and completeness of all MLS information. Failure to follow MLS guidelines may result in termination of the Agreement.
7. **LLB must, on its own, verify and corroborate the accuracy and completeness of any information, data or documentation it receives from Prescient and/or the FDIC (or anyone acting or purporting to act on their behalf) relating to the FDIC Properties assigned to LLB, including, without limitation, any information regarding the value, condition, number of acreage, number of parcels, use, legal description, and address of the assigned FDIC Properties.** LLB shall notify PRESCIENT, in writing, within one (1) business day of LLB becoming aware of or upon finding any errors or deficiencies in the information, data or documentation it received from Prescient and/or the FDIC or when LLB receives any information regarding adverse or deficient property conditions or any material changes to the condition of the FDIC Property.
8. LLB will process "change in status" notices from PRESCIENT regarding each FDIC Property and enter such changes into MLS listings (or other comparable electronic media listing service) within one (1) business day. Changes in status may include, without limitation:

- a. Remove from and hold off the market;
 - b. Contract pending;
 - c. Sale closed – remove from the market;
 - d. Contract failed – place back on the market;
 - e. Price changed; and/or
 - f. FDIC Property disposition status changed, such as repair escrow added or repair escrow amount modified.
9. PRESCIENT must approve in advance the installation of a standard locking system with master doorknob and/or padlock keys. LLB is required to install MLS-approved standard lockboxes containing keys. LLB must replace missing keys in MLS lockboxes within 24 hours of notification that the keys are missing.
 10. LLB must register showings of the FDIC Property by potential selling agents and brokers who will contact LLB to obtain lockbox codes.
 11. LLB must adhere to the highest professional standards and be courteous and responsive to all calls regarding the FDIC Properties or the FDIC O.R.E. Management and Disposition program.
 12. When interacting with other licensees who are interested in the FDIC Property, LLB will be responsible for:
 - a. Providing current, accurate and complete information as to each FDIC Property's availability, status, access, and other information that may assist a potential selling broker or agent to sell the Property;
 - b. Giving current, working FDIC keys to a real estate licensee who is not eligible to open the MLS-approved lockbox, or to any other person PRESCIENT authorizes such as an appraiser or other services provider;
 - c. Keeping a registration with contact information and license numbers of persons who receive keys;
 - d. Explaining the offer process, including the ability to submit offers electronically via PRESCIENT's website (www.fdiclistings.com);
 - e. Detailing the requirements to submit a currently acceptable, complete, and accurate FDIC contract package, which will be provided by the PRESCIENT asset manager;
 - f. Answering questions about FDIC and PRESCIENT procedures, as instructed in PRESCIENT's training sessions and by other forms of guidance to LLB; and
 - g. Providing forms when needed to other agents and brokers not affiliated with LLB.
 13. LLB will provide information regarding how to complete the applicable standard FDIC Real Estate Purchase and Sales Contract, addenda or related forms and electronic bidding procedures, and will give instructions regarding how to obtain forms directly from FDIC or from the PRESCIENT website.
 14. LLB will display and abide by the current standard Fair Housing non-discrimination clause.
 15. LLB will make all disclosures concerning dual agency or representation as required by state or local law.
 16. LLB must ensure that all electronic media listings contain all required information, including, but not limited to:
 - a. A statement that the FDIC Property is offered "as is", "where is" and without repairs;
 - b. Notice in MLS and other electronic media promotions that selling brokers may receive a commission up to the amount stipulated on the FDIC Property Listing Assignment given to LLB; and
 - c. Directions to potential purchasers and cooperating brokers regarding the PRESCIENT website so they may obtain more information relating to the FDIC Property and describing the process to purchase it.
 17. LLB must obtain and provide to PRESCIENT Home Owners Association (HOA) contact information (if applicable) within three (3) days of listing an FDIC Property that is affected by such associations.
 18. LLB will obtain and provide all HOA/condominium documents to PRESCIENT and to potential purchasers as required by state or local law.
 19. LLB will prepare any disclosure statements required by state or local law for the FDIC to execute.
 20. Provided LLB obtains prior written consent from PRESCIENT, LLB may also be the cooperating broker and be eligible to earn the buyer side, except where prohibited by state or local law.
 21. LLB must promote, attend, assist, and participate at its own expense in PRESCIENT's general real estate training seminars for agents and brokers who are not LLBs. Special LLB training sessions may also be conducted by PRESCIENT, at which LLB must be present at a location and date to be announced.

22. LLB will place an approved "For Sale" sign on the FDIC Property that provides LLB contact information within three (3) business days upon receipt of an executed Assignment from PRESCIENT. LLB may not display, or allow to be displayed, any real estate brokerage company signs on the FDIC Property that have not been pre-approved by PRESCIENT.
23. LLB will provide all human resources, administrative staffing, telephone systems, MLS memberships, and data retrieval services for county records, licenses, and other real estate information.
24. LLB will maintain all necessary equipment and technology, including computers with Microsoft office programs and Internet service compatible with PRESCIENT's technology, in order to receive and return information to PRESCIENT electronically.
25. LLB will perform an initial visual on-site exterior and interior inspection of the FDIC Property for the purpose of obtaining and completely providing all information required for proper MLS (or other comparable electronic media listing service) data entry. After the initial inspection, LLB will continue to inspect the FDIC Property each month until such time as the FDIC Property is either sold or taken off the market by PRESCIENT and/or the FDIC. After each inspection of the FDIC Property, LLB will complete and submit electronically a Broker Monthly Report (attached to this Addendum A as Exhibit 1) within two (2) business days of the inspection.
26. If requested, LLB will complete and submit electronically to the appropriate PRESCIENT Asset Manager or other PRESCIENT employee a Broker Opinion of Value (BOV) report on forms provided or pre-approved by PRESCIENT in a timely manner as required periodically or at regular intervals.
27. LLB will maintain open office hours at least six (6) days per week from at least 8:00 AM to 5:00 PM, or from 8:30 AM to 5:30 PM, whichever time period is acceptable according to local custom. A toll-free telephone number must be provided and appear on all ads and signs for 24-hour access with a recorded message to allow callers to leave contact information and receive a return call during business hours for information about FDIC Properties. A knowledgeable licensee assigned by the LLB shall be on call to answer questions regarding the FDIC Properties during business hours.
28. LLB will maintain a close and cordial working relationship with PRESCIENT staff and subcontractors and will take the initiative to keep informed of PRESCIENT and FDIC updates affecting the sale of FDIC Properties.
29. **LLB (or any its employees or agents) has NO authority (either apparent or actual) to make or accept an offer on behalf of the FDIC, or to bind PRESCIENT or the FDIC in any manner. The FDIC's approval and acceptance of an offer or counter-offer shall only be confirmed upon receipt of a FDIC Real Estate Purchase and Sale Contract executed by an authorized FDIC signatory.**
30. **LLB will not make any warranties or representations concerning the condition of any FDIC Property or concerning the potential for concessions from FDIC relating to an FDIC Property's condition or any other matter that are contrary to those limited warranties or representations expressly set forth, if any, in FDIC's applicable standard real estate sales and purchase contracts.**
31. **LLB must disclose to PRESCIENT any and all situations comprising a "dual agency" relationship as defined by local real estate law, and in all such cases must obtain written approval from PRESCIENT prior to serving in such capacity.**

VENDOR # LLB-_____

EXHIBIT 1
TO ADDENDUM A

BROKER MONTHLY REPORT

(SEE ATTACHED)

PRESCIENT

A S S E T M A N A G E M E N T

BROKER MONTHLY REPORT

To ensure quality control of the FDIC Owned Real Estate Portfolio, Prescient requires that all listing brokers inspect their asset(s) at least once a month and submit a Broker Monthly Report. The photos must be **date stamped**, include a street view of the asset and show the broker's For Sale sign along with photos of the interior and exterior of the property. The Broker Monthly Report should be submitted to the Prescient Asset Manager identified below by the **15th** of every calendar month.

Asset #: _____

Property Address: _____

Asset Manager: _____

Inspection Date: _____

No. of Showings this Month: _____

Please provide any market feedback you have received or marketing suggestions: _____

Please answer the following as applicable:

1. Is the exterior of the property well maintained and free of debris and trash? YES NO
2. Are there any life, health or safety items that need to be addressed? YES NO
3. Is there a visible Broker / For Sale sign in front of the property? YES NO
4. Is there a preservation notice visible in the front window or on the front door of the property?
YES NO
5. Is there anything that needs to be done to make the property more safe, secure or marketable?
YES NO Please explain: _____

I hereby certify that the above is true and correct as of this ____ day of _____, 20__.

By: _____

**ADDENDUM B
TO THE
LOCAL LISTING BROKER
MARKETING SERVICES AGREEMENT**

The FDIC is not subject to Federal Acquisitions Regulations (FAR); however, it often follows FAR as a guideline. Therefore, in addition to all other requirements of this Agreement, the following FAR clauses are incorporated by reference:

- | | |
|------------------------|---|
| FAR 52.222-26 | Equal Opportunity (April 1984) |
| FAR 52.222-35 | Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (April 1998) |
| FAR 52.222-36
1984) | Affirmative Action for Handicapped Workers (April |
| FAR 52.244-06 | Subcontracts for Commercial Items and Commercial Components (April 1998) |
| FDICAR 2452.209.72 | Organizational Conflicts of Interest (April 1984) |

The full text of the FAR clauses mentioned above may be accessed electronically at http://www.gsa.gov/far/pdf_home.html. References to the government, the contracting officer, the contracting agency, or other similar terms are deemed to refer to PRESCIENT. References in these sections to the contractor are deemed to refer to the LLB. LLB will obtain, read, and enforce the current provisions of the documents listed above as part of the LLB Agreement.