

VENDOR # LLB-\_\_\_\_\_

## **LOCAL LISTING BROKER FDIC COMMERCIAL MARKETING SERVICES AGREEMENT**

This **Local Listing Broker FDIC Commercial Marketing Services Agreement**, including the attached Addenda, which are incorporated herein (the Agreement), is between **Prescient Asset Management**, with its corporate offices at 2600 Douglas Road, Suite 800, Coral Gables, FL 33134, and the

**Local Listing Broker (LLB)**, \_\_\_\_\_,

with its main offices located at \_\_\_\_\_.

The Agreement covers a portion of the Scope of Work under the national O.R.E. Management and Disposition Basic Ordering Agreement Contract (the FDIC Contract) between PRESCIENT and the **Federal Deposit Insurance Corporation (FDIC)**.

### **WITNESSETH:**

**WHEREAS**, PRESCIENT has been awarded the FDIC Contract that includes the United States of America, the District of Columbia, and the protectorates of the U.S.; and

**WHEREAS**, PRESCIENT and Local Listing Broker desire to enter into this Agreement for performance of a portion of the Local Listing Broker work required under the FDIC Contract to market and sell other real estate owned (ORE) by FDIC (Property or Properties); and

**WHEREAS**, PRESCIENT and Local Listing Broker desire to set forth herein the Scope of Services, 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 assets are known as Other Real Estate Owned (OREO), and they originate from the portfolios of failed banks that FDIC has placed into receivership.

b. The Local Listing Broker agrees to provide all necessary facilities, materials, supplies, equipment, supervision, personnel, and other items, goods, and services to perform the responsibilities defined in the Scope of Services included in this Agreement.

c. The LLB shall consistently perform to all the standards, quality levels, and requirements set forth in this Agreement regarding the tasks and items described in the Scope of Services.

d. The LLB shall be responsible for the marketing of Properties assigned by PRESCIENT at its sole cost and expense (unless otherwise agreed upon by PRESCIENT), to include national online and electronic marketing services, print media and onsite property signage. At all times, 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.

e. The LLB agrees that it shall not accept any assignment to perform any other services incident to the FDIC Contract, or any other related FDIC work assignments, 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. SCOPE OF SERVICES

a. The Local Listing Broker shall furnish all of the items and services set forth in the Scope of Services in Addendum A to this Agreement. In the performance of this Agreement, the Local Listing Broker shall comply with FDIC regulations, and any legislative changes, notices, handbooks, or instructional memoranda or letters issued with regard to property disposition, as revised from time to time, and any other procedural changes issued by FDIC or by PRESCIENT.

b. LLB agrees to obtain, read, instruct its agents, and comply with all FDIC and PRESCIENT guidelines immediately upon execution of this Agreement, and to maintain current knowledge and application of all such guidelines throughout the Term of this Agreement. PRESCIENT will provide orientation and training to assist LLB to comply with this provision; however, the LLB is responsible for keeping current by continually checking FDIC and PRESCIENT websites for announcement, instructions, etc.

c. LLB shall create and keep current its own Policies and Procedures Manual containing all FDIC and PRESCIENT directives and guidelines. LLB shall insert updates into the Manual as soon as such communications are received. All individuals working with LLB as licensees or employees shall be required to be familiar with and comply with the directives and guidelines communicated to LLB by PRESCIENT.

## 3. RESTRICTIONS on PURCHASES of FDIC PROPERTY

**The Local Listing Broker agrees that it is an inherent conflict of interest for LLB or any LLB-affiliated party or identity of interest entity or individual to purchase an FDIC Property and be paid a commission on that sale. LLB is prohibited from purchasing any Property that also includes the payment of a real estate commission to LLB.**

## 4. TERM and TIMEFRAMES

a. The Agreement will be in effect from the date of full and final execution by PRESCIENT and continue until cancelled by PRESCIENT or by the LLB. Either party in its sole discretion may cancel the Agreement, **with or without cause**, by giving a **TEN-DAY (10-day)** written notice via electronic mail, certified U.S. Mail, or a commercial delivery service with tracking system, to the other party.

b. The Local Listing Broker 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 Services or in any other provision of this Agreement, or which may be required from time to time by PRESCIENT in its sole discretion.

**5. COMMISSION FEES**

a. The Local Listing Broker hereby acknowledges and agrees that there shall be no minimum amount or percentage of LLB listing fee or commissions paid by PRESCIENT or by FDIC for the performance of only the LLB services. Each property assignment offered to LLB as a potential listing shall include an offer to pay a commission for that property of a percentage or flat fee rate set by PRESCIENT. The total listing fee will include an amount that must be advertised when using national listing platforms and other media as available for payment to the successful selling broker (a co-operating broker) who procures a buyer and completes the closing of the transaction to that buyer. If issues arise regarding marketing platform rules and/or requirements, LLB shall immediately notify the appropriate PRESCIENT employee to determine what is an acceptable resolution.

b. The LLB may sell the FDIC Properties to its own qualified purchasers and thereby earn the selling broker portion of the commission. The Local Listing Broker shall not be entitled to any compensation other than the commissions for services performed or for reimbursement for any expenditure incurred.

**6. INSPECTION**

All work required under this Agreement is subject to inspection by PRESCIENT and/or by 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 Paragraph 16, Termination.

**7. SPECIAL REQUIREMENTS**

The Local Listing Broker 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.

**8. LOCAL LISTING BROKER REPRESENTATIONS AND COMMITMENTS**

a. All representations and commitments by the Local Listing Broker within the scope of this Agreement shall be binding upon the LLB and shall survive the execution of the Agreement and all modifications thereto, unless waived in writing by PRESCIENT or deleted in a written modification to this Agreement.

b. For purposes of this Agreement, a representation or commitment includes:

(1) the proposal submitted by the Local Listing Broker in response to the Request for Proposals (RFP) the LLB received and any modifications to the proposal submitted in writing to PRESCIENT and accepted as indicated by an authorized PRESCIENT signature;

(2) any warranty or representation made by the Local Listing Broker as to past performance, experience, or planned performance; and

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

c. For purposes of this Agreement, the Local Listing Broker understands and agrees as follows:

(1) All local and state required licenses and certificates are held and will be renewed in order to remain in their current and active status at all times during the term of this Agreement.

(2) 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.

(3) No false, misleading, prejudicial, detrimental, or unconfirmed statements will be made regarding the Property, FDIC, PRESCIENT, and 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. LLB agrees to refer all inquiries from the press or media of any kind to PRESCIENT in order to avoid making such prohibited statements.

(4) No fee or payment of any kind will be charged or accepted by LLB in connection with the listing and marketing of the Property from any source, except the commission fees described in Paragraph 5 above and in the individual Property listing assignments PRESCIENT transmits to LLB from time to time under the terms of this Agreement.

(5) Pursuant to the FDIC restrictions regarding Conflicts of Interest, LLB specifically agrees that no one affiliated with LLB or related to LLB by blood, marriage, or any other type of family or business relationship (an LLB affiliate or identity of interest entity) will be allowed to purchase any Property that is listed with LLB. The foregoing statement does not restrict LLB or its affiliates from purchasing any FDIC owned Property that is not listed by LLB, including any Property that is listed by a different LLB working for PRESCIENT, so long as the purchase does also include payment of a commission.

(6) The Property is 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 Property will be made.

(7) The Property is to 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.

(8) LLB will obtain insurance as required that remains in full force and effect for the term of this Agreement of the kind and in the amounts set forth in the Scope of Services.

(9) No other Agreement exists by and between Local Listing Broker or 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.

(10) This Agreement cannot be altered in any way orally or in writing except as agreed and executed fully by all parties concerned.

(11) LLB will not conduct any Open House at the Property without prior consent from PRESCIENT, nor will LLB place any unapproved or unauthorized signs on or near the Property.

(12) 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 Property, the contact information for the LLB, as well as the services it has agreed to provide.

(13) By signature below, the Local Listing Broker hereby represents and affirms 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.

**9. CONSTRUCTIVE CHANGES**

a. No change in the Scope of Services which would affect a change 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 Local Listing Broker. 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 Local Listing Broker agrees to notify PRESCIENT within one (1) business day of any such unauthorized direction or course of conduct attributed to PRESCIENT. Local Listing Broker's failure to notify PRESCIENT may result in the termination of this Agreement.

b. LLB is responsible to ensure that all of Local Listing Broker's agents, associates, and other personnel are knowledgeable regarding all the representations and commitments stated in Paragraph 8 above and other provisions of this Agreement.

**10. 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.

**11. 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 supercedes any previous agreement, making any earlier agreements null, void, and of no effect.

**12. ASSIGNABILITY**

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

**13. 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.

**14. RELATIONSHIP OF PARTIES**

a. The Local Listing Broker, 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 Services unless otherwise directed by PRESCIENT. LLB shall not have any authority to bind PRESCIENT to do, or not do, any act with respect to any third party nor shall the Local Listing Broker 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 Local Listing Broker, without PRESCIENT's express prior consent in writing.

**15. LOCAL LISTING BROKER PERFORMANCE**

Local Listing Broker agrees to perform all services 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 further directives provided by PRESCIENT regarding the performance of the services and administration of the Agreement.

**16. TERMINATION**

Either party may cancel this Agreement, **with or without cause**, by giving a **TEN DAY (10-day)** written notice via certified U.S. Mail, or by commercial expedited delivery service with a tracking system, to the other party. At PRESCIENT's sole discretion, if the LLB is not performing according to the terms of the Agreement, is not obtaining the expected results from its marketing efforts, or if the LLB is in violation of any policy, directive, rule, regulation, or guideline established as appropriate performance by FDIC or by PRESCIENT, the LLB Agreement may be terminated with **72 hours** written notice via facsimile communication, electronic mail, certified U.S. Mail, or by commercial expedited delivery service with a tracking system. Upon receipt of any termination notice, Local Listing Broker shall immediately stop work on all or any portion of this Agreement affected by the notice, and shall release all listings immediately upon instructions from PRESCIENT to do so. LLB may supply 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.

**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

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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 ASSET MANAGEMENT  
Attention: Steve Murray  
2600 Douglas Road, Suite 800  
Coral Gables, Florida 33134  
stevemurray@4Prescient.net

with a copy to:

PRESCIENT ASSET MANAGEMENT  
Attention: James Russell, Esquire  
4600 N. Fairfax Drive, Suite 804  
Arlington, Virginia 22203  
JimRussell@4Prescient.net

In case of notice to the Local Listing Broker:

Company Name: \_\_\_\_\_

Designated Broker: \_\_\_\_\_

EIN or TAX ID #: \_\_\_\_\_

POC Name: \_\_\_\_\_

Address (Not P.O. Box): \_\_\_\_\_

\_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

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.

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**19. INDEMNIFICATION**

Local Listing Broker shall indemnify and hold harmless PRESCIENT, and its officers, directors, employees and agents, and the FDIC (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 an Indemnitee, by reason of or arising out of acts or omissions on the part of the Local Listing Broker or any of its agents or employees.

**In witness hereof, the parties have caused this Agreement to be executed by their duly authorized representatives. The Agreement is effective as of the day and year written below when it is executed by PRESCIENT.**

**PRESCIENT ASSET MANAGEMENT**

\_\_\_\_\_ Date: \_\_\_\_\_  
Operations Manager

**LOCAL LISTING BROKER** Company Name:  
\_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Printed Name of LLB Authorized Signatory

## **ADDENDUM A LLB Scope of Services (SOS)**

The Local Listing Broker, throughout the term of the LLB Commercial Marketing Services Agreement, will perform the tasks and provide the services listed in this Addendum A and will be responsible for all associated costs and expenses incurred by LLB in providing these services.

This Agreement and SOS is inclusive of all FDIC Properties assigned to LLB to be listed and offered for sale.

**All FDIC Property listing assignments under this Agreement will be made by PRESCIENT to the LLB according to the determination of appropriateness made by PRESCIENT, in its sole discretion, including not assigning any FDIC Property at all to LLB.**

1. The Local Listing Broker must be a licensed real estate broker in good standing with the state department of real estate and business or professional licensing where the 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 the Local Listing Broker Agreement.
2. LLB must be a member in good standing and a licensed member of all Associations or Boards of Realtors® and Electronic Marketing Services (EMS) in all cities or counties where this service is available within the geographic area considered to be the marketing area for the Properties covered under this Agreement.
3. Notice to list FDIC Property will come to LLB electronically, which may include posting such information on an electronic system or on PRESCIENT's designated website. LLB is required to check such system or website daily to determine if listings have been assigned beginning when PRESCIENT notifies LLB by email prior to the first time a listing is assigned to LLB.
4. LLB must determine the appropriate marketing platform(s) and strategies that will provide the best exposure for the Property among the licensees in the market. The LLB must list all Properties through a national marketing service within three (3) business days of assignment. If precluded from satisfying this requirement, the LLB will notify PRESCIENT and will list the Properties at the earliest time possible.
5. The LLB will electronically provide PRESCIENT with proof of EMS listing of each Property within three (3) business days after the Property is assigned.
6. The LLB must update information on all marketing services and materials regarding any change in status of Properties within one (1) business day of notification. 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.
  - f. Property disposition status changed, such as repair escrow added or repair escrow amount modified.
7. If information required for EMS completion is not provided by PRESCIENT, the LLB must obtain it. The LLB is responsible for the accuracy and completeness of all EMS information. Failure to follow EMS guidelines may result in termination of this Agreement.
  8. As needed, PRESCIENT will be responsible to install a standard locking system with master doorknob and/or padlock keys. LLB will be required to coordinate with PRESCIENT to insure Property access for potential buyers.
  9. LLB will maintain a register of showings of the FDIC Property.
  10. LLB must adhere to the highest professional standards and be courteous and responsive to all calls regarding the Properties or the FDIC O.R.E. Management and Disposition program.
  11. When interacting with other licensees who are interested in the Property, LLB will be responsible for:
    - a. Providing current information as to each 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, or otherwise arranging access for, a real estate licensee who is not eligible to access the Property, 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 process of electronic bidding on PRESCIENT's website, when it is implemented, consistent with training provided to the LLB.
    - e. Detailing the requirements to submit a currently acceptable, complete, and accurate FDIC contract package, which shall be provided by PRESCIENT.
    - f. Answering questions about FDIC and PRESCIENT procedures, as instructed by PRESCIENT.
    - g. Providing forms when needed to other agents and brokers not affiliated with LLB.
  12. LLB will provide information regarding how to complete FDIC Property Sales Contract, addenda or related forms and electronic bidding procedures.
  13. LLB will display and abide by the current standard Fair Housing non-discrimination clause.
  14. LLB will make all disclosures concerning dual agency or representation as required by state or local law.
  15. LLB must ensure that all Property listings contain required information, including:
    - a. a statement that the Property is offered "as is" without repairs.
    - b. notice in EMS and other promotions that selling brokers may receive a commission up to the amount stipulated on the Property listing assignment given to LLB.

- c. directions to potential purchasers and cooperating brokers regarding the PRESCIENT website so they may obtain more information relating to the Property.
16. LLB must provide Home Owners Association (HOA) contact information (if applicable) to PRESCIENT within three (3) days of listing a Property that is affected by such associations.
17. LLB will provide all HOA/condominium documents to PRESCIENT and to potential purchasers as required by state or local law.
18. LLB will prepare any disclosure statements required by state or local law for PRESCIENT to execute, including information about Point of Sale inspection ordinances where applicable.
19. 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.
20. LLB will place an approved "For Sale" sign on the Property that provides LLB contact information within three (3) business days of notification to list the Property.
21. LLB will provide all human resources, administrative staffing, telephone systems, EMS memberships, and data retrieval services for county records, licenses, and other real estate information.
22. 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.
23. LLB will perform an initial visual on-site exterior and interior inspection of the Property for the purpose of obtaining and completely providing all information required for proper electronic and print marketing.
24. After inspecting the Property, LLB will complete and submit electronically an initial Property Assessment within three (3) business days, as required by the Asset Manager assigned to that Property.
25. If requested, LLB will complete and submit electronically to the appropriate 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.
26. LLB will maintain open office hours at least five (5) days per week from at least 8:00 AM to 6:00 PM local time. 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 Properties during business hours.
27. LLB will maintain current insurance coverage at a minimum level of \$1,000,000 for Comprehensive General Liability, and \$500,000 for motor vehicle liability, and \$500,000 for property coverage. In compliance with state and local laws, LLB must also maintain Worker's Compensation and Errors and Omissions Insurance in amounts equal to the minimum required by state license laws. LLB has provided evidence of such coverage in its response to PRESCIENT's requests for information or proposals, which PRESCIENT has relied upon as factual. LLB shall be responsible to update PRESCIENT files when such coverage is changed, cancelled, or renewed.

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- 28. LLB will communicate immediately to PRESCIENT Property Management personnel and the Asset Manager assigned to the Property when LLB receives any information regarding adverse or deficient Property conditions.
- 29. 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 Property.
- 30. LLB will not attempt to negotiate sales or contract terms on behalf of PRESCIENT or FDIC, unless specifically authorized to do so from time to time by the appropriate PRESCIENT employee, usually an Asset Manager or supervisor.
- 31. LLB will not make any warranties or representations concerning the condition of any Property or concerning the potential for concessions from FDIC related to Property condition or any other matter.

I/We have read and understand the Scope of Services required in this Addendum A to the Agreement, and hereby agree to fulfill its terms and requirements.

**PRESCIENT ASSET MANAGEMENT**

\_\_\_\_\_ Date: \_\_\_\_\_  
Operations Manager

**LOCAL LISTING BROKER** Company Name: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Printed Name of LLB Authorized Signatory

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## ADDENDUM B

### Commissions and Term of Agreement

1. The Local Listing Broker who performs the Scope of Services for an FDIC Property will be paid an agreed upon total commission to be set by the specific Property Listing Agreement. It is solely the responsibility of the LLB to negotiate any co-broker commission splits. PRESCIENT reserves the right to establish a minimum LLB co-broker commission with each specific Property assignment.
2. All commissions are paid only if and when the closing of the sale of the Property actually occurs.
3. The Term of this Agreement shall commence upon the date of full and final execution by PRESCIENT, indicated by the signature lines. It shall continue, subject to the terms and conditions described in the Agreement until terminated by either PRESCIENT or LLB, according to the Agreement.

#### PRESCIENT ASSET MANAGEMENT

\_\_\_\_\_  
Operations Manager

Date: \_\_\_\_\_

**LOCAL LISTING BROKER** Company Name: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of LLB Authorized Signatory

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## **ADDENDUM C**

Property Listing Agreement for  
LOCAL LISTING BROKER COMMERCIAL MARKETING SERVICES

# PRESCIENT

ASSET MANAGEMENT

## Property Listing Agreement for LOCAL LISTING BROKER COMMERCIAL MARKETING SERVICES

Property Name/ID: \_\_\_\_\_

Property Address: \_\_\_\_\_

Asset ID Number: \_\_\_\_\_ Bank ID: \_\_\_\_\_

Listing Price: \$ \_\_\_\_\_ Gross Broker Commission: \_\_\_\_\_%

Contract Term (not to exceed) \_\_\_\_\_ days

Date of Listing: \_\_\_\_/\_\_\_\_/\_\_\_\_

Asset Manager:

Local Listing Broker:

Prescient Inc.

Company Name: \_\_\_\_\_

AM Name: \_\_\_\_\_

Broker Name: \_\_\_\_\_

AM Address: \_\_\_\_\_

Broker Address: \_\_\_\_\_

AM Phone: \_\_\_\_\_

Broker Phone: \_\_\_\_\_

AM Email: \_\_\_\_\_

Broker Email: \_\_\_\_\_

Agreed to this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between Prescient Inc., and Local Listing Broker.

Prescient Inc.

Local Listing Broker

\_\_\_\_\_  
Name Date

\_\_\_\_\_  
Name Date

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**NOTE: This assignment is subject to the terms, conditions, restrictions and requirements contained in the Local Listing Broker FDIC Commercial Marketing Services Agreement in effect between LLB and Prescient Inc.**