

PRESCIENT ASSET MANAGEMENT
FDIC Local Listing Broker
Request for Information

Overview: Prescient Asset Management has been awarded a national contract to represent the **Federal Deposit Insurance Corporation (FDIC)** to manage and market the owned real estate (ORE) in the portfolios of banks that are in FDIC receivership. Prescient is seeking information from real estate brokers to provide specific marketing services primarily for residential properties, including single-family houses (one to four units) and subdivision lots.

Purpose: Local Listing Broker (LLB) Request for Information (RFI) is intended to allow interested real estate brokers the opportunity to submit a written response documenting their qualifications to provide the listing and marketing services that may be required from local subcontractors. Qualified respondents will be offered the opportunity to enter into a Marketing Services Agreement that will make them eligible to receive FDIC listings of properties as and when Prescient deems these services are needed in its sole discretion. There are no guarantees of any minimum number of listings to any eligible LLB. Incomplete responses may result in disqualification.

Printed (not electronic) responses with original signatures
must be delivered to this address:

Prescient Asset Management, Inc.
Attention: Steve Murray
2600 Douglas Road, Suite 800
Coral Gables, Florida 33134
305-854-1711

It is advisable to use a delivery service that provides you package tracking and receipt notification. Prescient will not acknowledge receipt nor return any packages. Due to the anticipated volume of interest, please understand that it will not be possible to speak with respondents individually. Information will be provided through our website, www.4Prescient.net.

After completing its evaluations, Prescient will select an appropriate number of brokers to serve as subcontractors who may be called upon to provide marketing services within each local area to perform the services of an LLB. See "Scope of Services" below.

Requirements and Information: Prescient is committed to utilizing

qualified small, minority-owned, veteran-owned, and woman-owned businesses to the fullest possible extent. Please note any such ownership interests in your response on the attached "Subcontractor Certification" form.

Respondents acknowledge and accept that they will have no appeal regarding decisions Prescient makes to award LLB Marketing Services Agreements or not to award such Agreements to any respondent. It is not possible to predict where, when, or how many assets will be available to assign to LLBs in the future.

Proposals must be signed by the owner or principal broker of the company, not an individual agent. This principal broker, who is authorized to execute agreements and who is responsible for listing assignments for your firm, should contribute to the proposal. For day-to-day operations and communications, an additional Point of Contact (POC) may be named, who may be an experienced ORE agent or company administrator, with that person's complete contact information provided. Please use the "Proposal Transmittal" form as the first page of your response.

Submit only one proposal response for your company. Please provide your market coverage area(s) by naming the county/counties you serve – not cities or Zip codes, please. If you have several offices, indicate which office covers each area. It is very helpful to include a map showing the boundaries of each coverage area and pinpointing where the office is located that serves each area. Prescient reserves the sole right to decide what is an adequate and acceptable coverage area, and to assign LLBs accordingly.

The LLB has the sole responsibility to place FDIC-owned properties that are assigned as "for sale" listings in its area into that area's Multiple Listing System (MLS). The LLB is the only broker who will be allowed to position approved "for sale" signage on the property. The style, type, and wording of LLB signs must be approved by Prescient before they may be used on any FDIC property.

There is no minimum LLB listing fee. Property listing assignments that the LLB is offered and accepts will include a statement of the listing commission fee that will be paid when that property sells and closes. The assignment will also indicate the selling broker's portion of the total commission that will be paid to the cooperating broker who represents the buyer in the transaction. Unless prohibited by state agency laws, the LLB may also collect the selling broker fee if the buyer is represented by the LLB. LLBs are expected to advertise, show, and sell to parties who contact the LLB as a result of its marketing efforts and to immediately deliver all offers to the Prescient Asset Manager assigned to the listing.

The LLB and all its agents and associates are required to participate fully with Prescient in its training and outreach events.

Scope of Services: The Local Listing Broker is a local resource to provide real estate marketing services to benefit the following stakeholders:

- FDIC, its affiliates and receiverships;
- Prescient Asset Management, its team members, employees, other services providers, and subcontractors;
- Local community housing and homeownership advocates;
- The property-purchasing public; and,
- All selling agents/brokers in the immediate surrounding area.

LLBs must always present a positive, professional image and behave according to the highest professional and ethical standards. LLBs take the initiative to assist Prescient to increase homeownership, maximize the value of FDIC-owned properties to prospective purchasers, and enhance the livability of communities.

As a usual procedure, Prescient will assign listings electronically. This electronic assignment is the LLB's authorization to market each property that is so assigned in MLS and other media. LLB is responsible to learn and utilize the electronic systems and websites that Prescient provides.

From time to time the Scope of Services may be modified, expanded, or narrowed at the discretion of Prescient as a result of FDIC requirements or changes to Prescient's procedures.

Upon receiving and accepting an FDIC-owned property to list on behalf of Prescient, the Local Listing Broker, at its own expense, will faithfully, expeditiously, and thoroughly perform the following duties:

1. Perform an in-person, on-site visual inspection of the property. Note that property maintenance, clean-out, health and safety repairs, securing, and other services are not the responsibility of the LLB to arrange and pay for under this engagement. Weekly status checks visually are required to report on any changes to property condition. If no changes are noted, monthly marketing update reports are routinely required.
2. Place pre-approved "for sale" sign(s) on the premises.
3. Obtain and provide complete information required for proper MLS data entry.
4. Enter the property in the MLS that will provide best exposure for the property among the selling brokers in the local market.
5. Provide electronic Broker Opinions of Value (BOV) in a form acceptable to Prescient as requested.
6. Provide all human resources, MLS memberships, real estate licensees, materials, technical equipment, office facilities, and data retrieval services for county records, as necessary to perform this Scope of Services, which shall be part of the LLB Marketing Services Agreement.
7. Maintain all necessary equipment and technology to receive orders and return information to Prescient electronically and to communicate frequently by e-mail.
8. Date and time stamp when received all information provided to the LLB by Prescient.

9. Enter property listing information into MLS within 24 hours from receipt of notification by Prescient, or by close of business Friday, whichever is sooner. If needed information for MLS completion is not provided, the LLB must obtain it. The LLB is responsible for the accuracy and completeness of all MLS information. Failure to follow MLS guidelines may result in the termination of the Agreement.
10. Deliver electronic proof of MLS listing to Prescient not later than 5:00 PM the next business day after the LLB received the listing assignment.
11. Prescient's initial property inspectors will install a doorknob and/or padlock that will allow access to the property by all real estate licensees who are eligible to sell FDIC properties, as determined by Prescient. In some cases this locking system may not meet the local MLS requirements. In those cases, the LLB, at its sole expense, will provide and install a lockbox in compliance with MLS rules within 48 hours of notification to list the property.
12. In cases where a lockbox is required by MLS, the LLB makes certain a functioning key is contained in the lockbox at all times, replacing any missing keys immediately.
13. The LLB agrees to monitor and maintain for itself and all its associates the highest professional standards. It is essential that everyone associated with the LLB, always show courtesy and take pains to be responsive to every call, including without limitation:
 - a. Providing current information as to each property's availability, status, access, and other information that may assist a broker or agent to sell the property to his or her customer.
 - b. Supplying a current, working key to any real estate licensee or to any other eligible person when requested. The LLB will be supplied with keys by Prescient at no charge and may not charge any fee or deposit to a recipient. The LLB will keep a registry on a form supplied by Prescient to track the contact information of all key recipients.
 - c. Explaining the process of submitting electronic offers.
 - d. Detailing the requirements to submit a complete, accurate, and timely contract package.
 - e. Answering questions about procedures.
 - f. Supplying contact information for Prescient as needed.
 - g. Instruct inquirers how to obtain necessary information and forms directly from the Prescient website.
14. Maintain open office hours at least six (6) days per week, Monday through Saturday, from 8:00 AM to 5:00 PM local time.
15. Provide an on-call agent number for evening and Sunday showings or inquiries.
16. Advertise a toll-free telephone number for 24-hour access with a live answer during business hours, evenings, and on Sundays.
17. Install an informative recording on the LLB answering device for after hours calls received on the office and toll-free numbers that advises callers to acquire additional information after hours by visiting the Prescient website, or leave a message for a return call during the next business day.

18. Process "change in status" information posted on the Prescient website listings regarding each property. This includes making such changes in the corresponding MLS listing 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
 - f. Buyer or selling broker incentives offered
19. Supply all Home Owners Association (HOA) or condominium documents to Prescient and to potential purchasers or their agents that are required by state or local law.
20. Prepare and deliver to Prescient any disclosure statements required of the seller by state or local laws.
21. Communicate immediately to Prescient and to the property maintenance subcontractor's emergency number whenever the LLB receives any information regarding adverse or deficient property conditions, unauthorized occupancy, vandalism, criminal trespass, or other situations that may have a negative impact on the property.
22. Maintain a close and cordial working relationship with Prescient management and marketing team members and take the initiative to keep informed of updates regarding policies or procedures affecting the sale of FDIC-owned properties.
23. Attend training sessions designated by Prescient, and ensure that LLB agents, staff, and fellow licensees are informed of all training opportunities and encouraged to attend.
24. 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, the LLB must also maintain Worker's Compensation and Errors and Omissions insurance. Documentation of these policies must be provided to Prescient as they are updated so that the LLB's file is kept current at all times.
25. Ensure that all MLS listings include:
 - a. The statement that the FDIC property is offered "as is,"
 - b. Disclosures regarding known hazards or defects,
 - c. Notice to selling brokers of the commission they may earn upon successful closing of the sale, and,
 - d. A reference that more information is available and bids may be submitted on the Prescient website.

Fair Housing Notices. All LLB offices must display the following:

Fair Housing Law and Equal Housing Opportunity

In real estate transactions, it is illegal to discriminate against any person on the basis of race, color, religion, gender, disability, familial status, or national origin. This prohibition pertains to

- the sale or rental of housing or residential lots,
- advertisements of any description regarding the sale or rental of residential housing or lots,
- financing of housing,
- providing real estate brokerage services,
- appraisal of real estate, and “block-busting” or “steering” potential purchasers into or away from particular houses, neighborhoods, or areas.

THIS OFFICE AND EVERYONE ASSOCIATED WITH IT COMPLIES 100% WITH ALL FAIR HOUSING LAWS!

Evaluation Factors: Respondents must provide adequate information to demonstrate their ability to perform and manage the work summarized in the Scope of Services.

The following will be used by Prescient to evaluate proposals, not necessarily listed in order of their importance:

- (1) respondent’s demonstrated ability to understand, perform, and manage the requirements of the Scope of Services;
- (2) prior experience and past performance; and,
- (3) sufficient staff, facilities and equipment to maintain requirements of this Scope of Services.

Respondents that fail to include all required information *will be deemed non-responsive and their proposals rejected*. Please submit your proposals only after you have conducted a thorough review for accuracy and completeness.

Prescient reserves the indisputable right to:

- Award LLB Marketing Services Agreements to any respondent who demonstrates the ability to perform the Scope of Services, based upon Prescient’s sole judgment and determination. The factors stated above will be given consideration, but other factors may be included that Prescient is not required to disclose. Prescient may ask for additional information or make a decision based upon its own assessment of what may be in the best interest of FDIC, Prescient, and the housing stakeholders in the area.
- Award the LLB Marketing Services Agreements without any discussion or negotiation. Prescient may, however, choose to hold informal discussions with or request written responses from those respondents deemed to be competitive. Prescient further reserves the right to discuss the proposals with any respondent that is qualified technically and to award the LLB Marketing Services Agreement(s) to the respondents with whom discussions occurred, or to select a completely different respondent.

Proposal Transmittal Form

Company Name:
Address:
Broker of Record:
Telephone Number:
Facsimile Number:
E-Mail Address:
Company Web Site:
Company Structure:
Ownership (Name and %):
Broker of Record:
Tax Identification #:
Number of Offices:
Number of Agents:
HUD NAID #, if any:
Point of Contact Person:
POC Direct Line #:
POC E-mail Address:
ORE Properties Listed in 2007:
ORE Properties Sold 2007:
ORE Properties Listed 2008:
ORE Properties Sold 2008:
Major ORE Clients:
MLS Memberships:
National Real Estate Organizations:
State Real Estate Organizations:
Local Real Estate Organizations:

Company Proposal

Provide a written description on each of the following topics, which illustrates the respondent company's capability and capacity to perform the Scope of Services. Please number the pages of your proposal and provide a Table of Contents.

- **Name(s) of counties in proposed service area(s)
(A map is helpful as an illustration, please.)**
- **Capacity for number and types of FDIC listings**
- **History of Company**
- **ORE Sales Experience and Clients**
- **Government Contracting Experience**
- **Available facilities**
- **Allocated Staff and Key Personnel:**
- **Resumes of Key Personnel**
- **Teaming arrangements, if any**
- **"Start-up" Plan: How you intend to launch your FDIC marketing**
- **"Strategic Marketing" Plan: Regular actions to implement marketing**
- **"Disaster Recovery" Plan: How you respond to losses due to events**
- **Technological capabilities: Software, systems, equipment, personnel**
- **Evidence of insurance (as an attachment)**
- **Financial capacity: Statement of operations funding and attachment**
- **Three (3) ORE/REO Clients' Letters of Recommendation**
- **Attachments: Copy of Current Broker's License, Business Certificate of Good Standing (or similar document as local and state statutes dictate), Evidence of E&O Insurance, Financial Viability Evidence (letter from banker, P&L, or similar documentation), Statement of Good Standing or other documentation from State Real Estate Commission**
- **Other: Samples of marketing, graphs of sales, awards, articles, etc.**

Subcontractor Certification Form

Throughout the United States, small businesses provide big opportunities for ownership, management, and employment to women, minorities, veterans, handicapped persons, and those who are located in historically underutilized business (HUB) zones. Prescient is proud to document to the Federal government our success in extending opportunities related to the performance of contract work on behalf of the Federal Deposit Insurance Corporation.

Please assist us by completing this form as part of your proposal. Thank you!

1) Small Business Concern - Is your business a "Small Business Concern" as defined by the Small Business Act and the regulations contained in 13 C.F.R. Part 121?

- Yes
- No

2) Certified HUBZone Business - Does your business appear on the Small Business Administration website, www.sba.gov/HUB, List of Qualified HUB Zone Certified Small Business Concerns?

- Yes
- No

3) Veteran-Owned Small Business - Is your business 51%, or more, owned by a Veteran(s) as defined in 38 U.S.C. 101(2)? If your business is publicly owned, is 51%, or more, of the stock owned by a Veteran(s)?

- Yes
- No

4) Service-Disabled Veteran-Owned Small Business - Is your business 51%, or more, owned by a Service-Disabled Veteran(s) as defined in 38 U.S.C. 101(2) and 38 U.S.C.101(16).? If your business is publicly owned, is 51%, or more, of the stock owned by a Service-Disabled veteran(s)?

- Yes
- No

Are the daily management and business operations of your business controlled by one or more Service-Disabled Veterans or, in the case of a Veteran with permanent and severe disability, the spouse or permanent caregiver of such a Veteran?

- Yes
- No

5) Women-Owned Small Business - Is your business 51%, or more, owned by one or more Women? If your business is publicly owned, is 51% or more, of the stock owned by one or more Women?

Yes

No

Are the daily management and business operations of your business controlled by one or more Women?

Yes

No

6) Small Disadvantaged Business - Is your business certified as a Small Disadvantaged Business (SDB) as per the SBA requirements found in 13 C.F.R. 124.1002?

Yes

No

If yes, has your business experienced any material change in its disadvantaged ownership and control since its certification?

Yes

No

N/A

If the business is owned by one or more disadvantaged individuals, given consideration of the exclusions found in 13 C.F.R. 124.104 c) (2), is the net worth of each individual upon whom the certification is based \$750,000, or less?

Yes

No

N/A

Is your business currently identified as a *certified* Small Disadvantaged Business in the Central Contractor Registry (CCR) on the Internet?

Yes

No

Is your business currently participating in the SBA 8(a) Business Development program?

Yes

No

Certification - The information and statements given in this proposal are intended to be reliable as a response to the attached RFI in order to obtain a Local Listing Broker Marketing Services Agreement with Prescient for FDIC-owned property. By signature below, respondent certifies that no one associated with him/her has been prohibited from working with FDIC, and that there are no other civil, criminal, or professional ethics charges pending against the respondent or his/her associates. All information provided is true, correct, complete, and accurate. (Please report to Prescient within five (5) business days if any changes to this information occur after the date of this certification.)

Authorized Signature: _____

Name and Title (Printed): _____

Email: _____ Date: _____

VENDOR # LLB-_____

LOCAL LISTING BROKER FDIC MARKETING SERVICES AGREEMENT

This **Local Listing Broker FDIC Marketing Services Agreement**, including the attached Addenda, which are incorporated herein (the Agreement), is between **Prescient Asset Management, Inc.** 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 Management and Marketing (M&M) Contract (the FDIC Contract or M&M Contract) between PRESCIENT and the **Federal Deposit Insurance Corporation (FDIC)**.

WITNESSETH:

WHEREAS, PRESCIENT has been awarded the FDIC M&M 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 (OREO) 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 failing banks that FDIC resolves and places 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 in the territory assigned by PRESCIENT. PRESCIENT reserves the right in its sole discretion to expand or restrict the LLB's territory, or retain additional Local Listing Brokers to service the territory, 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.

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.

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 single family 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.

c. LLB shall create and keep current a Policies and Procedures Manual with all FDIC and PRESCIENT directives and guidelines inserted 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 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 includes 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 to be advertised in Multiple Listing Services (MLS) and other media as available for payment to the

successful selling broker who procures a buyer and completes the closing of the transaction to their buyer.

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 expenditures incurred.

6. INSPECTION

All work required under this Agreement is subject to inspection by PRESCIENT 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.

(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 Fair Housing Act.

(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 M&M Contract or the Federal Acquisition Regulations 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 30-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, 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 if the LLB is not performing according to the terms of the Agreement, or in the event the LLB is in violation of any policy, directive, rule, regulation, or guideline established as appropriate performance by FDIC or by PRESCIENT. 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 in the Multiple Listing System (MLS) immediately upon instructions from PRESCIENT to do so.

17. FDIC M&M CONTRACT CLAUSES

All clauses set forth or incorporated by reference in the FDIC M&M 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, 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 addressed as follows:

In case of notice to PRESCIENT:
PRESCIENT ASSET MANAGEMENT, INC.
Attention: Steve Murray Operations Manager
2600 Douglas Road, Suite 800
Coral Gables, Florida 33134
stevemurray@4prescient.net

with a copy to:
PRESCIENT ASSET MANAGEMENT, INC.
Attention: Olga Velasco
2600 Douglas Road, Suite 800
Coral Gables, Florida 33134
olgavelasco@4prescient.net

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In case of notice to the Local Listing Broker:

Company Name: _____

Designated Broker: _____

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.

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 effective as of the day and year written below as the date of execution by PRESCIENT.

PRESCIENT ASSET MANAGEMENT, INC.

_____ 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 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 or become a member of all Associations or Boards of Realtors® and Multiple Listing Systems (MLS) 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 MLS that will provide the best exposure for the Property among the licensees in the market. The LLB must list all Properties with the local MLS 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, 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 MLS listing of each Property within two (2) business days after the Property is assigned.
6. The LLB must enter information into MLS regarding any change in status of Properties within one (1) business day of notification and must deliver written proof to PRESCIENT that the changes have been made. (See Addendum E for MLS authorization to list Properties.)

7. If information required for MLS completion is not provided by PRESCIENT, the LLB must obtain it. The LLB is responsible for the accuracy and completeness of all MLS information. Failure to follow MLS guidelines may result in termination of this Agreement.
8. LLB will process "change in status" notices from PRESCIENT regarding each Property and enter such changes into MLS listings 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.
 - f. Property disposition status changed, such as repair escrow added or repair escrow amount modified.
9. PRESCIENT will be responsible to install 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. Registering 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 Properties or the FDIC M&M program.
12. 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 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 process of electronic bidding on PRESCIENT's website.
 - e. Detailing the requirements to submit a complete and accurate FDIC contract package.
 - f. Answering questions about FDIC and PRESCIENT procedures.
 - g. Providing forms when needed to other agents and brokers not affiliated with LLB.
13. LLB will provide information regarding how to complete FDIC Property Sales Contract, addenda or related forms and electronic bidding procedures, and will give instruction 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 MLS listings contain required information, including:
 - a. a statement that the Property is offered “as is” without repairs.
 - b. notice in MLS 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 and describing the process to purchase it.
17. LLB must provide Home Owners Association (HOA) contact information (if applicable) to PRESCIENT within three (3) days of listing a Property in MLS that is affected by such associations.
18. LLB will 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 PRESCIENT to execute, including information about Point of Sale inspection ordinances where applicable.
20. LLB may also be the selling broker to earn the additional commission, except where prohibited by state or local law.
21. LLB must promote, attend, assist, and participate in PRESCIENT's real estate broker training seminars.
22. LLB must attend all special LLB training sessions conducted by PRESCIENT at least twice a year at a location and date to be announced.
23. LLB will place an approved “For Sale” sign on the Property that provides LLB contact information within one (1) day of notification to list the Property. LLB may not display, or allow to be displayed, any real estate brokerage company signs on the Property that have not been pre-approved by PRESCIENT.
24. 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.
25. 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.
26. 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 MLS data entry.
27. After inspecting the Property, LLB will complete and submit electronically an initial Marketing Condition Report (MCR) within two (2) business days.
28. If requested, LLB will complete and submit electronically 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.

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- 29. 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 Properties during business hours.
- 30. 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.
- 31. 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.
- 32. 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.
- 33. LLB will not attempt to negotiate sales or contract terms on behalf of PRESCIENT or FDIC.
- 34. 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, INC.

Operations Manager Date: _____

LOCAL LISTING BROKER Company Name: _____

Date: _____

_____ Printed Name of LLB Authorized Signatory

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 its portion of a total commission to be set by the specific Property listing assignment.
2. The remainder of the commission will be paid to the cooperating broker or selling broker who produces the purchaser of the Property.
3. The LLB may also receive the selling broker commission that is paid by FDIC or PRESCIENT, to the extent allowed by state law, if and when the LLB has produced the buyer.
4. All commissions are paid only if and when the closing of the sale of the Property actually occurs. The selling broker (who may be the LLB) may receive a commission that is greater than one-half (50%) of the total commission, as directed by the individual Property listing assignment.
5. 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, INC.

_____ Date: _____
Operations Manager

LOCAL LISTING BROKER Company Name: _____

_____ Date: _____

_____ Printed Name of LLB Authorized Signatory

ADDENDUM C

In addition to all other requirements of this Agreement, the following Federal Acquisition Regulation (FAR) clauses and U.S. Housing and Urban Development Acquisition Regulation 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 Affirmative Action for Handicapped Workers (April 1984)
- 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 Local Listing Broker. LLB will obtain, read, and enforce the current provisions of the documents listed above as part of the LLB Agreement.

PRESCIENT ASSET MANAGEMENT, INC.

_____ Date: _____
Operations Manager

LOCAL LISTING BROKER Company Name: _____

_____ Date: _____

_____ Printed Name of LLB Authorized Signatory

ADDENDUM D

MULTIPLE LISTING SYSTEM AUTHORIZATION

1. PRESCIENT ASSET MANAGEMENT, INC. has been authorized by the United States Federal Deposit Insurance Corporation (“FDIC”) to act on FDIC’s behalf to market and sell real estate formerly owned by banks that have been taken into receivership by FDIC in the state where the licensed real estate broker named below (the “Local Listing Broker” or “LLB”) conducts business with its local Multiple Listing System (MLS) membership.
2. The Local Listing Broker is hereby designated as a marketing representative for FDIC Properties assigned to the LLB in its marketing areas on behalf of PRESCIENT and FDIC.
3. PRESCIENT represents to the Local Listing Broker and MLS that FDIC shall pay a commission as set forth on the specific listing assignment if and when the FDIC Property is sold and closed.
4. The LLB or any other licensed real estate broker or agent may be the selling broker who is entitled to the commission described on the specific FDIC Property listing assignment as a percentage of the final gross sales price, with the actual amount to be indicated on the HUD-1 Settlement Statement executed at the time of closing.
5. PRESCIENT authorizes and directs the Local Listing Broker to notify other licensed real estate brokers of their opportunity to earn the selling broker commission offered by FDIC by disseminating data about the FDIC Property in any MLS in which the Local Listing Broker participates.
6. When the LLB is the selling broker and to the extent that this situation comprises a “dual agency” situation according to real estate license law, PRESCIENT acknowledges and agrees that dual agency is disclosed and approved by PRESCIENT and FDIC.

NATIONAL PRESCIENT ASSET MANAGEMENT, INC.

_____ Date: _____
Operations Manager

LOCAL LISTING BROKER Company Name: _____

_____ Date: _____

_____ Printed Name of LLB Authorized Signatory