

LISTING AGREEMENT

Date: [REDACTED] Asset Manager: [REDACTED]

Listing Agent: [REDACTED] ("Broker")

Property Address: [REDACTED] ("Property")

Premiere Asset Services ("Seller") desires to employ the above referenced Broker for the purpose of selling the property described above. In consideration of Broker's agreement to use best efforts to find a purchaser and effectuate a sale of the Property and for other good and valuable consideration including the covenants and obligations contained herein, Broker is hereby given the sole and exclusive agency to negotiate for the sale of the Property, maintain and manage the Property in accordance with the following provisions:

1. Price: The Property shall be offered for sale at the price of \$ [REDACTED] on such terms and conditions as shall be satisfactory to Seller. The Property shall be sold using "As Is" marketing strategy.

2. Listing: Seller employs Broker for a period beginning with execution of this agreement and ending at midnight of [REDACTED] / [REDACTED] / [REDACTED].

3. Disclosure of Real Estate Commission: Seller agrees to pay a commission of [REDACTED] % of the gross sale price, if during the term of the listing period or extension, if any, the Property is sold to a ready, willing and able buyer pursuant to the terms stated in this agreement and/or other terms acceptable to Seller. However, no commission shall be deemed earned by or payable to the Broker until such time as the sale has actually closed, including passage of title and payment of the agreed upon purchase price. There shall be no exception to the foregoing provision regardless of fault or reason for failure of the transaction to close. Seller agrees to pay a commission of one-half or 50%, unless otherwise noted below; of the total commission should the Seller provide the referral of a ready and willing purchaser resulting in the sale of the Property. The minimum total commission amount shall be \$ [REDACTED], provided however, the Broker must comply with any commission structure as amended should this transaction be the result of an auction pursuant to paragraph 4 hereof..

4. Marketing: The Broker shall extend best efforts to effect a sale in the shortest possible time through maximum utilization of advertising, sales promotion, and buyer solicitations including placing a "For Sale" sign on the property where this is not restricted. The Broker will not advertise with lenders' names on the yard signs or advertise that the property is a foreclosed property or bank owned. The Broker will not list a preferred lender name on the Multiple Listing Service ("MLS") listing or on any website tied to the property other than Wells Fargo Home Mortgage or a joint venture to which Wells Fargo Home Mortgage or its Affiliates is a member. **The Broker shall not limit the financing options available on subject property in the MLS.** The Broker agrees to place the listing with a local Multiple Listing Service ("MLS") listing the owner as "Owner of Record" or if there is no Multiple Listing Service ("MLS") in the community, to cooperate on a co-brokerage basis with all Brokers who have a qualified prospect. Seller reserves the right to place property into an auction program or bulk sale. **The Broker will be notified should the Seller place the property in an auction program and hereby agrees to the terms of the Auction Addendum to Listing Agreement upon receipt of such notice. During the time the Property is being marketed under the auction program, Broker agrees to comply with the terms and conditions of the Auction Addendum to Listing Agreement including but not limited to, the offer process and commission structure.** In the event the Property is sold under a bulk sale agreement, the Broker will receive \$250. Should the Seller determine that it is in its best interest that the Property be donated or sold to a non-profit organization; the commission would be a flat fee in the amount of \$500.

5. Utilities: All utilities must be activated within 5 days of receiving the Property assignment from Seller. If utilities are not activated and a buyer cannot complete their inspection or an appraisal cannot be completed which results in a closing delay, a fee of \$50.00 per day will be assessed to the Broker. Notwithstanding the above-referenced provision, if activating the utilities is a safety hazard, Seller's asset manager must be notified within 24 hours via e-mail or fax.

6. Showing the Property While Occupied: Until the Property is vacated, all appointments for showings are to be made with the occupants.

PREMIERE

ASSETSM SERVICES

dba of Wells Fargo Home Mortgage

7. Buyer's Deposit: Broker shall escrow for the Seller all funds deposited as "earnest money" or "binder deposit" immediately upon execution of the contract by both parties, and shall disburse such funds only with the authorization of the Seller, unless there are statutory requirements to the contrary. In the event of a forfeit of deposit, the deposit in its entirety shall be paid to Seller.

8. Contract of Sale Requirements: Property is sold "AS-IS" including any existing appliances, plumbing, heating and air conditioning and electrical systems. Offers will not be considered until five (5) business days after initial listing period begins. Buyer is to inspect the property five (5) days prior to closing to determine that the property is in the same condition as when the offer to purchase was executed. The seller shall read: "Owner of Record".

9. Title and Deed: As of the date hereof, Seller may either be the title owner or be in the process of purchasing the Property pursuant to a sales contract with the owner(s) of record. Conveyance from seller may run (a) directly from the owner (s) of record or (b) from the Seller by Special Warranty Deed or its equivalent with covenants against grantor's acts.

10. Occupancy: Broker shall not permit occupancy of the property by buyers or allow any personal property to be moved onto the premises prior to the closing and passage of title without the expressed written consent of the Seller.

11. Prohibited sale: Employees and family members residing with employees of Wells Fargo Bank, N.A., its affiliates or subsidiaries or Wachovia Corporation, its affiliates and subsidiaries are strictly prohibited from directly or indirectly purchasing any property owned or managed by Premiere Asset Services. The agent or employees of the agent or agency and family members residing with the agent or employees of the agent or agency are prohibited from directly or indirectly purchasing any property owned or managed by Premiere Asset Services and listed by the agent or agency or any property for which the agent has performed services. For purposes of this paragraph "family member" is defined as a spouse, domestic partner, parents, grandparents, children, grandchildren, brothers and sisters, including in all cases, step-family members.

12. Time is of the Essence: Time is of the essence as to performance of all Brokers' duties under this agreement.

13. Termination: This agreement may be terminated by the Seller at any time.

14. No other incentives apply.

By completing the eSign Listing Agreement task in the portal, you hereby agree to the terms above.

SELLER Premiere Asset Services DATE [REDACTED] / [REDACTED] / [REDACTED]
BROKER [REDACTED] DATE [REDACTED] / [REDACTED] / [REDACTED]