

Listing Broker Agreement

Section A- Listing Broker Select

Listing Broker Number: HHN-LB-MI-08-10

Services: Listing Broker Services

Issued By: HHN & Associates LLC

Address: 616 Red Lane Road Suite C-4 Birmingham, Al 35215

Contact Person (s): Jason Mitchell, Paula Mitchell

Telephone: 205-833-1420

Email: info@hudhomenetwork.net

Listing Broker: _____

Address: _____

Contact Person (s): _____

Telephone: _____

Fax: _____

Parties to this agreement are hereby bound and agree to the following terms and conditions:

Asset Manager: HHN & Associates LLC

Authorized Signature: _____ **Date:** _____

Listing Broker: _____

Authorized Signature: _____ **Date:** _____

Section B- Supplies, Services and Prices/ Costs

I. Services:

Initial: _____

The Listing Broker shall provide listing services to successfully place single family (1-4 units) properties (owned by the U.S Department of Housing & Urban Development (HUD) and presently being managed and marketed by Cityside Management Corporation and HHN & Associates LLC, HUD's AM Contractor) on a local multiple listing service (MLS), and advertise for wide market exposure, answer all inquiries regarding the property and perform such other duties for bidding as are customary.

II. Minimum Maximum Quantities for Order:

Asset Manager does not guarantee that it shall order from Listing Broker any minimum quantity under this agreement. Asset Manager does not guarantee any maximum quantity.

III. Geographic Service Area:

The geographic service area covered by this agreement is in the states of:

Michigan _____

New York _____

New Jersey _____

Massachusetts _____

Connecticut _____

Maine _____

Rhode Island _____

New Hampshire _____

Vermont _____

IV. Price:

For the services provided herein the Listing Broker shall receive 50% of the sales commission of 6% with a minimum to be paid to the Listing Broker \$1,250. This commission shall be earned only upon the closing of property (not merely upon production of a willing and able buyer).

Initial: _____

V. Payment:

For the services provided herein, the Listing Broker shall receive the commission stated above per property. The price shall be earned only upon the closing of property (not merely upon production of a willing and able buyer).

VI. Termination and Payment at Agreement Expiration:

Listing Broker understands and agrees the risk that, upon expiration or termination of this agreement listings assigned to it may remain unsold or not closed. That this Listing Broker agreement can be terminated at any time by HHN & Associates LLC without cause and without prior notice by giving Listing Broker 24 hours written notice.

Listing Broker understands and accepts the risk that upon expiration or termination of this agreement, listings assigned to it may remain unsold or not closed. In such case, Listing Broker understands and agrees that it shall not receive any money (payment) for those properties that they have entered in the MLS and have advertised for wide market exposure but have not been sold or closed nor shall they be reimbursed for any expense incurred performing aforementioned tasks.

Section C- Work Statement- Scope of Work

I. Description:

The Listing Broker shall provide, within the geographic area described in Section B, all facilities, materials, supplies, equipment, labor, and services required to successfully place single family (1-4 unit) properties owned by U. S Department of Housing & Urban Development (HUD) on a local multiple listing service (MLS) and advertise to bring wide market exposure, answer inquires regarding the property, and perform such other duties for bidding as are customary throughout the term of this agreement.

II. Offices, Equipment and Staffing:

Initial: _____

In each coverage area, the Listing Broker shall provide and maintain:

- * A minimum of one (1) office**
- * A toll free telephone number available to public use**
- * An email address**
- * The standard fair housing non- discrimination signs prominently displayed in the offices**
- * All necessary supplies, furniture, and equipment to provide the required services including at least a personal computer system**
- * At all times six days a week from 8:00 a.m.- 5:00 p.m. ; an agent available to take calls from interested parties and real estate agents and give appropriate information on all listed properties**
- * At all times Monday- Friday from 8:00 a.m. - 5:00 p. m. a designated administrative person to take assignments of properties, track the process of listings, contracts and closings**

III. Disclosures and Representations:

The Listing Broker Shall:

- * Not make any warranties or representations concerning the condition of any property**
- * Make all disclosures concerning dual representation as may be required by state or local law**

IV. Specific Tasks

The tasks outlined below are applicable to each assigned property. The Listing Broker shall perform each of the following tasks, which is applicable to each specific property. The Listing Broker commission shall be the full and entire compensation for all required tasks .The Listing Broker must determine the additional needed resources to complete their field responsibilities (those conducted outside the office).

A. MLS Listing:

Initial: _____

The Listing Broker will be given a listing input sheet prepared by HHN & Associates LLC, with the basic listing information (address, price, terms, etc.) for each new assigned property. The Listing Broker will at its expense.

*** Determine the appropriate MLS board for each listing and advertise for wide market exposure of assigned properties.**

*** Provide all human resources, MLS memberships, data retrieval services for county records, licenses, materials and technical equipment.**

*** Provide that all MLS listings shall:**

Contain a statement that the property is offered "As Is"

Provide that cooperating brokers may receive up to 3% commission

Contain that the standard fair housing non-discrimination clause

Refer potential purchasers to electronic listing and bidding internet website for information on:

Lead based paint notification

Instructions to selling brokers and potential purchasers concerning electronic bidding and earnest money procedures

Information concerning any defects known to HHN & Associates LLC of the Listing Broker

Notice that the potential purchaser may receive upon request the inspection form

Notice whether the property is offered with or without FHA Insurance.

B. Initial Assignment:

Listing Broker shall perform 3 casual inspections of the property within 24 hours from time assigned- (initial, ready to list and ready to close and provide inspection form to HHN & Associates LLC within 24 hours.

As soon as possible after the properties are assigned to HHN & Associates LLC shall furnish Listing Broker an initial list of properties. Listing Broker shall dated and enter the initial list of properties within 24 hours from receipt of initial list. MLS printouts confirming entry must be delivered to HHN & Associates LLC on a daily basis.

C. Subsequent Assignments:

Additional property listings shall be assigned to Listing Broker on a daily basis. Within 24 hours from receipt of HHN & Associates LLC listing input sheet, the Listing Broker will:

Enter property- listing information into the appropriate MLS. Only required fields and miscellaneous information for the notes section will be provided;

Place an approved "For Sale" sign at each listed property. The specific language used on the sign must be approved by HHN & Associates LLC.

Maintain keys to the property in the lockboxes at all times. Lockboxes will be placed on the property by the Field Service Manager.

Deliver proof of MLS listing to HHN & Associates LLC in the form of a printed MLS page for each property within 4 hours of MLS input. The property must be accessible at all times to HUD, HHN & Associates LLC, Cityside Management Corp, its employees and Real Estate Agents (regardless of their affiliation or membership in MLS).

D. On-Going Tasks

Replace house key in lockboxes within 24 hours of notice that the key is missing

Sign in on the sign-in sheet every time Listing Broker enter the property

Be professional and responsive to the public and other procuring brokers calls, providing current information as to each property's availability, status and how to obtain access to each listed property. This includes explaining the method of electronic bidding and other terms of procurement available to all callers.

Receive changes in status notices from HHN & Associates LLC and enter such changes within 4 hours into the MLS when:

A property is pulled from the market

An offer is accepted

The property closes escrow

An escrow fails and the property is put back on the market

There is a new listing amount (price change)

There are new escrow repair conditions; and

Any other status changes deemed necessary by HHN & Associates LLC

Periodically reconcile MLS listing with the listing advertised on the official internet website and report any differences

Date and time stamp all information provided by HHN & Associates LLC at receipt

Maintain a close working relationship with HHN & Associates LLC

Attend HHN & Associates LLC training programs and meetings to remain updated on current policies

From time to time the scope of the work as described above may be modified, expanded or narrowed at the discretion of HHN & Associates LLC

Section D – Inspection and Acceptance

I. Inspection and Acceptance

Inspection and acceptance of all work required under this agreement shall be performed by HHN & Associates LLC Asset Manager identified F-1(a), or other individuals as designated by HHN & Associates LLC

II. Agreement Records

Upon completion or termination of this agreement within 5 business days of notification provide to HHN & Associates LLC or its designee, copies of all requested files, records, logs and unused forms and documents related to this agreement.

Section E – Deliveries and Performance

HHN & Associates LLC may order services under this agreement from initial assignment date through August 23, 2011 (base period). This base period may be extended for additional 12 month periods at the sole option of HHN & Associates LLC. If any option(s) to extend the term of this agreement are exercised, the base period shall be extended through the end date of the option(s).

Either party may cancel this agreement with or without cause by giving a 10 day written notice via certified mail to the other party. At HHN & Associates LLC's sole discretion this agreement the agreement or if any changes occur in HUD policies.

Listing Broker will be responsible for providing full services as outlined in Section C of this agreement 48 hours from initial assignment.

Section F – Conduct of Work

- A. HHN & Associates LLC's (HHN AM) for liaison with the Listing Broker as to the conduct of the work is Jason Mitchell or a successor designated in writing by HHN & Associates LLC.**
- B. Listing Broker work hereunder shall be carried out under the supervision of Paula Mitchell.**
- C. Listing Broker shall receive compensation for services rendered upon closing of each property and paid by HUD's closing agent.**

D. Non discrimination in sales

The Listing Broker shall not decline to sell any property assigned to the to a perspective purchaser because of the perspective purchasers race, color, religion, sex, national origin, age, familiar status or disability.

E. Additional responsibilities, Licenses and Insurance requirements

The Listing Broker shall take proper health and safety precautions to protect workers, the public and the property of others. Listing Broker shall without any expense to HUD Home Network and/or the Government, obtain any necessary license, insurance, certifications and permits required in performance of this agreement and comply with any federal, state, county and municipal laws, codes and regulations applicable to the performance of the work. The Listing Broker shall be responsible for all damages to himself, its employees or other persons or property that occur as a result of the Listing broker's performance under this agreement. Within 10 days of this notification and prior to HHN & Associates LLC final acceptance of the Listing Broker, the Listing Broker shall provide evidence of:

Liability insurance coverage naming HHN & Associates LLC as additional insured including a 30 day cancellation notice.

Listing Broker shall carry and maintain all license and insurance policies in good and “active” status while performing services under this agreement.

Section G - Conflict of Interest

The Listing Broker warrants that to the best of its knowledge and belief and except as otherwise disclosed it does not have any organizational conflict of interest which is defined as a situation, financial, contractual or other interests are such that:

- 1. This agreement may result in an unfair competitive advantage; or**
- 2. The Listing Broker objectivity in performing the work may be impaired.**
- 3. The Listing Broker agrees that if properties are assigned it discovers an organizational conflict of interest with respect to this agreement it shall make an immediate and full disclosure in writing to HHN & Associates LLC, which shall include a description of the action, which Listing Broker has taken or intends to take to eliminate or neutralize the conflict, HHN & Associates LLC and/or the Government.**
- 4. In the event the Listing Broker was aware of an organizational conflict of interest before properties were assigned and intentionally did not disclose the conflict, HHN & Associates LLC may terminate the agreement for default.**
- 5. The Listing Broker will not be permitted to place their signage on property other than the approved for sale sign and only after the property has been assigned by HHN & Associates LLC.**

Will not negotiate contracts on seller’s behalf

Will not be permitted to receive of pay any type of referral fee as a result of referring buyers from calls initiated on properties. This includes identity of interest and affiliated companies and any other organizations benefiting from this agreement.

Section H - Conflict of Interest Clause

By signing this agreement you are acknowledging that you understand that no "Vendor, Sub Vendor, a Management Official of the Vendor or Sub Vendor, an immediate family member of a Management Official of the Vendor or Sub Vendor, and affiliated entity of the Vendor or Sub Vendor, and any other entity under contract with HUD who prepared reports used as a basis for the list price or acceptance of bid, nor a HUD employee who has involvement in the management and oversight of HUD-owned properties nor HUD's M&M III Vendors, nor persons related to such a HUD employee by blood, law, or marriage, can either purchase or lease a HUD-owned REO property.

Any LLB who is in violation of the stipulations set forth by HUD in the "Conflict of Interest" agreement shall immediately lose their Listing Broker privileges.

By signing below and returning to our office you acknowledge that you are in compliance with this agreement and understand that no HUD listing broker, nor their employees, nor relatives of the listing broker or the listing broker's employee may purchase a HUD home. No employees of ANY HUD contractor, sub-contractor, independent contractor or any of their relatives can purchase a HUD home.

LLB Signature **Date**