

LISTING AGREEMENT - EXCLUSIVE RIGHT TO SELL

This Listing Agreement (this "Agreement"), dated November 13, 2019 | 9:13 AM PST is made by and between New Residential Sales Corp. , in its capacity as a designated party authorized by servicer to act on behalf of the owner of the property described below (in such capacity, the "Seller"), and REALHome Services and Solutions, Inc. and its affiliated licensees (collectively, "Broker").

1. **RECITALS.**

- 1.1. Seller is the owner or otherwise has the right to sell the real property described in this Agreement.
- 1.2. Seller wishes to engage Broker, a licensed real estate broker, as its listing broker with respect to the property described in this Agreement.

Therefore, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Broker hereby agree as follows:

2. **APPOINTMENT AS LISTING BROKER.**

2.1. **Seller's Appointment.** Seller hereby appoints Broker as its listing broker and gives Broker the sole and exclusive right to procure a purchaser for the property described below (the "Property"):

- (a) Seller Loan No.: 8016070966
- (b) Property: 14616 Choco Rd
Apple Valley, CA 92307
- (c) Tax Identification No.: 3112052250000
- (d) Listing Price: \$ 328800 (the "Listing Price")
- (e) Last Known Occupancy Status: Vacant

2.2. **Terms of Appointment.** Broker's appointment as Seller's listing broker will commence on November 13, 2019 | 9:13 AM PST and will expire at midnight on 01/12/2020 (the "Listing Term"), unless otherwise extended in writing. Broker and Seller hereby acknowledge and agree that, to the extent applicable, this Agreement supersedes any prior Listing Agreement – Exclusive Right to Sell for the Property by and between Broker and either of the following Seller affiliates, New Residential Mortgage LLC or New Residential Sales Corp. (the "Prior Listing Agreement") and that such Prior Listing Agreement (if any) is hereby terminated. If such Prior Listing Agreement existed, Seller represents and warrants that Seller is permitted to act on behalf of New Residential Mortgage LLC or New Residential Sales Corp., as the case may be, to effectuate such termination.

2.3. **Broker's Acceptance.** Broker hereby accepts Seller's appointment as Seller's listing broker with regards to the Property. Broker agrees to affect a sale of the Property as quickly as possible at the Listing Price and to facilitate the consummation thereof.

2.4. **Exclusive Agency.** Broker will act exclusively on behalf of the Seller as its designated agent, and will in no cases act as a dual agent unless disclosed in writing to Seller. However, Broker may act as a transactional broker or facilitator for the purpose of drafting contract documents for an unrepresented buyer.

2.5. **Brokerage Relationship.** Broker will deal honestly and fairly with Seller, will account for any funds received, and will use the necessary skills, care, and diligence in the transaction that is required of a licensed real estate broker.

3. **DUTIES OF LISTING BROKER.**

3.1. **General Duties.** Broker agrees to perform all necessary and commercially reasonable activities which are customary in the community where the Property is located in order to procure a buyer of the Property at the Listing Price pursuant to the terms and conditions of this Agreement. Broker agrees to make diligent and continued efforts to sell the Property until a sales contract is pending on the Property.

3.2. **Initial Listing Phase.** The “Initial Listing Phase” shall refer to the time period commencing with the execution of this Agreement and continuing through the entering of this listing into one or more Multiple Listing Services (“MLS”).

3.2.1. **Initial Marketing Activities.** During the Initial Listing Phase, Seller authorizes and directs Broker to perform reasonable and customary marketing activities to prepare the Property for listing in an MLS, including, but not limited to:

- (a) Hosting one or more “open house” viewings of the Property upon Seller's reasonable request and when deemed prudent by Broker;
- (b) Installing appropriate signage on the Property;
- (c) Inputting and advertising the Property on the Broker's website(s);
- (d) Communicating with prospective buyers and cooperating brokers to provide information about the Property and sales process;
- (e) Installing MLS-approved lockbox if required by local MLS or REALTOR® board; and
- (f) Any other activity that Broker believes will facilitate the procurement of a buyer of the Property.

3.2.2. **Discretion to Enter Listing into one or more MLS.** Seller authorizes and directs Broker to enter the listing of the Property into one or more MLS. However, Seller also authorizes and directs Broker to refrain from entering this listing into any MLS while Broker is performing the activities described in **Section 3.2.1.** above for a period of up to fifteen (15) days following the execution of this Agreement or until such time that Seller directs Broker in writing to enter the listing in one or more MLS.

3.3. **Primary Listing Phase.** The Primary Listing Phase shall refer to the time period commencing with the entering of this listing into one or more MLS and continuing through Seller's execution of a contract for the sale of the Property.

3.3.1. **Primary Marketing Activities.** During the Primary Listing Phase, Seller authorizes and directs Broker to perform reasonable and customary marketing and sales activities, including, but not limited to:

- (a) Any of the activities listed in **Section 3.2.1**;
- (b) Inputting this listing in additional MLS at Broker’s discretion; and
- (c) Advertising the Property as Broker deems advisable, including advertising the Property on Broker’s website(s), on Hubzu.com and/or other websites.

3.3.2. **Reporting Requirements.** Upon written request, Broker shall provide online or other electronic access to a Property Status Report to Seller or Seller’s Asset Manager as defined in **Section 4.2.1.** This report shall include information regarding:

- (a) All advertising activities conducted by Broker, including classified and display advertising;
- (b) Other sales promotions and results, as well as showings to prospective buyers and their comments;

- (c) Recent sales of comparable properties or changes in the local real estate market or surrounding area that would alter the value of the Property; and
- (d) Broker's recommendations on marketing and pricing strategy.

3.4. **Secondary Listing Phase.** The Secondary Listing Phase shall refer to the time period commencing with Seller's execution of a purchase and sale agreement for the sale of the Property and continuing through closing under such agreement.

3.4.1. **Secondary Listing Phase Activities.** During the Secondary Listing Phase, Seller authorizes and directs Broker to perform reasonable and customary closing and transaction coordination activities, including, but not limited to:

- (a) Communicating with principals and cooperating brokers to provide information about the closing process;
- (b) Conveying and communicating information necessary to facilitate the closing; and
- (c) Executing all documents required of the Broker to facilitate the closing.

4. **SELLER'S OBLIGATIONS.**

4.1. **Cooperation.** Seller agrees to cooperate with Broker in carrying out the purpose of this Agreement, including but not limited to providing Broker with all information needed regarding Seller and the Property for MLS or similar input or setup and referring to Broker all inquiries regarding the Property or its potential transfer, whether by purchase or any other means of transfer.

4.2. **Asset Management.**

4.2.1. **Seller's Asset Manager.** Seller acknowledges, confirms and agrees that the actions or activities listed in below in this Section 4.2 are the sole responsibility of Seller and not of Broker. Seller has appointed the asset manager shown on the signature page to this Agreement to be its sole and exclusive asset manager ("Asset Manager") for the Property. Seller has authorized Asset Manager to act on Seller's behalf for all actions required of Seller under this Agreement, including, but not limited to the actions specified in ***Sections 4.2.2, 4.2.3 and 4.2.4*** below. Broker is entitled to rely on all directions, instructions and actions of Asset Manager in any way related to the Property or this Agreement. To the extent the Asset Manager is not an affiliate of Broker and was not selected by Broker or one of its affiliates, Seller agrees to indemnify and hold Broker harmless from and against any loss, damage, claim, action, fine, assessment, penalty, proceeding, cause of action, fee or expense of any nature (including but not limited to attorneys' fees and court costs) arising out of, caused by or in any way related, directly or indirectly, to the involvement or acts or omissions of Asset Manager. The foregoing indemnity obligations shall not apply to the extent that RHSS's acts or omissions (other than those acts or omissions taken by RHSS at Seller or Seller's representatives' direction), or information provided by RHSS (other than information received by RHSS from Seller or Seller's representatives), resulted in the Asset Manager's conduct. This indemnity shall survive closing or termination of this Agreement.

4.2.2. **Valuation Activities.** Seller shall obtain all information and make all decisions regarding the valuation of the Property, including but not limited to performing the following:

- (a) Ordering CMA's, BPO's, appraisals, and reviews as necessary to determine the value and selling price of the Property; and

- (b) Regularly reviewing the Property's value, and making adjustments to the Listing Price as Seller may deem necessary or appropriate under the circumstances.

4.2.3. Property Inspection and Preservation Activities. Seller shall provide for the care, custody and management of the Property, including but not limited to performing inspection services, required repairs, securing services, boarding services, winterizing services, yard maintenance services, debris removal services, pest control services, carpet cleaning or replacing, carpet removal, pool maintenance, minor repairs, roof repair, fence repair, gate repair, painting, safety equipment installation, tenant relocation assistance, emergency repairs, general plumbing, HOA invoicing and utility service coordination. Seller is also responsible for the installation of a combination lockbox, digital deadbolt lock or other access device for preservation agent and real estate agent access, except for those lockboxes described in *Section 3.2.1(e)* whenever mandated by the local MLS or REALTOR® board. Nothing in this *Section 4.2.3* shall be deemed to provide or impute knowledge of any material fact to Broker.

4.2.4. Transaction and Closing Coordination. Seller shall perform or provide for all services necessary for the closing of the Property, including but not limited to the following:

- (a) Title services, including provision of the preliminary title commitment and title defect clearance;
- (b) Document services, including preparation and/or reviewing of the Seller's closing package, such as the deed, HUD-1 and other closing documents; and
- (c) Escrow services, including full coordination and cooperation with the escrow agent for the management of the closing of escrow.

5. **PROCESSING OF OFFERS AND COUNTEROFFERS.**

5.1. **Submission of Offers and Counteroffers.** Broker shall instruct buyer or buyer's representative to submit all offers to purchase or counteroffers directly to the Seller electronically through the Hubzu.com website in the event the property is marketed on Hubzu.com. Seller may accept, counter or reject offers to purchase the Property at its sole discretion and shall notify the buyer of such decision directly through the website or via email. ***Broker is not authorized to receive or transmit any offers or counteroffers on behalf of the Seller.***

5.2. **Submission of Documents.** Broker shall instruct buyer or buyer's representative to submit all documents other than offers to purchase or counteroffers directly to the Seller electronically via email to REcontracts@altisource.com or via fax at 407-737-5409.

5.3. **Backup Offers.** Seller encourages Broker to procure backup offers, and Seller will accept backup offers subject to Seller's right to negotiate previously submitted offers.

6. **COMPENSATION.**

6.1. **Commissions; Cooperation with and Compensation to Other Brokers.** Seller agrees to pay the Broker a commission equal to the Total Commission Amount, as defined in *Section 6.2.2*, at the closing of the sale of the Property if a buyer is procured for the Property in accordance with the terms set forth in this Agreement or at any other price and terms accepted by Seller, either directly or indirectly, in writing during the term of this Agreement. Seller understands that it is Broker's policy to cooperate with other brokers except when not in Seller's best interest and to offer compensation to such brokers who assist in procuring a buyer for a Property (each, a "Cooperating Selling Broker" or "Buyer's Agent"). Seller and Broker acknowledge that New Residential Sales Corp. (the "Referring Broker") (if any) has

referred Seller to Broker pursuant to a Cooperative Brokerage Agreement between Broker and Referring Broker. As such, Broker shall direct the closing agent to pay to the Cooperating Selling Broker (if any) and Referring Broker the following amounts from the Total Commission Amount:

Participating Party	Portion of Total Commission Amount
Broker	Either 0.5% of the Purchase Price or \$1,250 minus 1.0% of the Purchase Price, whichever is greater
Buyer's Agent, if any	Either 3.0% of the Purchase Price or \$1,250, whichever is greater
Referring Broker	2.50% of Purchase Price

For clarity, if there is no Buyer's Agent, Broker shall direct the closing agent to pay to Broker an amount equal to the Total Commission Amount less the amount payable to Referral Broker as set forth in the table above.

6.2. **Definitions.**

- 6.2.1. **Purchase Price.** "Purchase Price" is the total purchase price of the Property not including any applicable buyer's premium and /or technology fee or any Seller concessions.
- 6.2.2. **Total Commission Amount.** The "Total Commission Amount" is the sum of the amounts set forth in the table above.

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the seller and broker.

- 6.3. **Survival of Obligations.** Seller's obligation to pay Broker the Total Commission Amount shall survive termination of this Agreement if the Property is under contract at the time of termination, only if the contract that was pending at the time of termination results in a consummated sale.

7. **TERMINATION.**

- 7.1 **By Mutual Agreement.** This Agreement may be terminated upon mutual agreement between Broker and Seller or any of Seller's affiliates that are duly authorized to act on Seller's behalf.
- 7.2 **Automatic Termination for Bulk Sales.** If after the execution of this Agreement Seller decides to sell the Property as part of a bulk sale of multiple properties other than through Time Limit Bidding set forth in **Section 8.1**, upon receipt of notice thereof to Broker, this Agreement shall automatically terminate and be of no further force or effect, and in such event, no commission will be due or paid to the broker for the Property unless otherwise agreed by the Parties.

8. **SELLER AUTHORIZATIONS.**

- 8.1. **Time Limit Bidding.** As permitted by applicable state law and except as otherwise directed by Seller in writing, Seller authorizes Broker to market the Property via online in a time limit bidding format pursuant to Seller's written or electronic instructions to Broker.
- 8.1.1. Seller acknowledges that the buyer will be required to pay a buyer's premium and technology fee for sales conducted in a time limit bidding format.

- 8.1.2. Regardless of whether the Broker procures a buyer during a time limit bidding auction cycle, during the Term, the Broker shall continue to perform its duties pursuant to **Section 3**, both during and after any time limit bidding marketing periods.
- 8.1.3. The first time limit bidding period shall begin on November 13, 2019 | 9:13 AM PST and end on 11/20/2019, 12:01:00 PM, Seller requires that the minimum starting bid shall be \$ 234000. Broker is authorized to execute subsequent time limited bidding auction cycles of the Property as appropriate.
- 8.2. **Unlicensed Assistants**. Seller authorizes and grants permission for Broker to employ, contract and utilize unlicensed assistants to perform the following tasks under supervision of Broker:
- (a) Making, conducting or preparing a comparative market analysis subject to the approval of and for use by the Broker.
 - (b) Providing factual information to others from writings prepared by the Broker or other generally available information.
 - (c) Preparing and designing advertising relating to the transaction for which the Broker was employed, if the advertising is reviewed and approved by the Broker or any associate broker prior to its publication.
 - (d) Preparing and completing documents and instruments under the supervision and direction of the Broker if the final documents or instruments will be or have been reviewed or approved by the Broker prior to the documents or instruments being presented, given or delivered to a principal or party to the transaction.
 - (e) Communicating with a principal, party or service provider in connection with a transaction about when reports or other information needed concerning any aspect of the transaction will be delivered, or when certain services will be performed or completed, or if the services have been completed.
 - (f) Mailing, e-mailing, faxing, delivering, picking up, or arranging the mailing, e-mailing, faxing, delivery, or picking up of documents or instruments related to the transaction, including obtaining signatures to the documents or instruments from principals, parties or service providers in connection with the transaction. Such activity shall not include a discussion of the content, relevance, importance or significance of the document, or instrument or any portion thereof, with a principal or party to the transaction.
 - (g) Reviewing, as instructed by the Broker, transaction documentation for completeness or compliance, providing the final determination as to completeness or compliance is made by the Broker or associate broker. Reviewing transaction documentation for the purpose of making recommendations to the Broker on a course of action with respect to the transaction.
 - (h) Any other tasks not requiring a license which may be assigned from time to time by Broker and under the reasonable supervision or control of Broker.
- 8.3. **Disclosure of Offer Detail Information**. To the extent permitted by law and applicable MLS rules, Seller authorizes and instructs Broker to disclose information related to current, active, expired, withdrawn and counter offers to potential buyers and/or buyer's brokers or agents through an online portal or online marketing service utilized by Broker. Seller reserves the right to disclose any or all of the aforementioned information using electronic means, including, but not limited to, websites maintained and operated by or on behalf of Seller or Seller's Asset Manager.

- 8.4. **Use of MLS-Approved Lockboxes.** Seller authorizes and grants permission for Broker to refrain from using MLS-approved lockboxes except where usage of MLS-approved lockboxes is mandated by the local MLS or REALTOR® board.
9. **FAIR HOUSING.** Seller and Broker agree that this Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin or any other factor protected by federal, state or local law.
10. **SELLER REPRESENTATIONS; GENERAL INDEMNITY.** Seller certifies, represents and warrants that it is legally entitled to convey the Property and any improvements to the Property. To the fullest extent permitted by law, Seller agrees to indemnify and hold Broker harmless from and against any loss, damage, claim, action, fine, assessment, penalty, proceeding, cause of action, fee or expense of any nature (including but not limited to attorneys' fees and court costs) (collectively, the "Claims") arising out of or relating to title, condition, habitability, marketability or value of the Property or any other material fact relating to the Property, including but not limited to systems, structures, environmental contamination or hazards (such as lead paint, mold, radon or other biological or non-biological contaminants), flood zones or hazards or soils or geology, whether now existing or later arising or becoming evident, except to the extent the Claims relating to such title, condition, habitability, marketability, value or other material fact related to the Property were caused by Broker's acts or omissions or the acts or omissions of an Affiliate of Broker. This Section 10 shall survive closing or termination of this Agreement.
11. **GENERAL CONTRACT PROVISIONS.**
- 11.1. **Entire Agreement, Modifications.** This Agreement may not be amended or modified in any manner except by a written agreement signed by each of the parties hereto.
- 11.2. **Notices.**
- 11.2.1. **Communications Regarding Real Estate Transaction.** Seller acknowledges that many communications and notices in real estate transactions are of a time sensitive nature and that the failure to be available to receive such notices and communications can have adverse, legal, business and financial consequences. Seller agrees to remain reasonably available to received communications from Broker, through its Asset Manager or otherwise.
- 11.2.2. **Notices Regarding this Agreement.**
- 11.2.2.1. **Methods of Delivery, Deemed Receipt.** Communications and notices between Broker and Seller regarding the terms of this Agreement shall be in writing, signed by the Party giving the notice, and shall be deemed given: (a) upon receipt if delivered personally or if mailed by certified mail, return receipt requested and postage prepaid; or (b) at noon on the business day after dispatch if sent by a nationally recognized overnight courier via overnight delivery. However, notices to Broker must also be delivered pursuant to ***Section 11.2.2.2*** before the notice will be deemed delivered to Broker and notices to Sellers must also be delivered pursuant to ***Section 11.2.2.3*** before the notice will be deemed delivered to Seller.
- 11.2.2.2. **Additional Requirement for Notice to Broker.** Notice to Broker shall not be deemed delivered to Broker until Broker receives both: (a) notice pursuant to the methods described in ***Section 11.2.2.1***; and (b) a copy of the notice via e-mail to contractmanagement@altisource.com and to the Broker's e-mail address as shown on the signature page of this Agreement.
- 11.2.2.3. **Additional Requirement for Notice to Seller.** Notice to Seller shall not be deemed delivered to Seller until Seller receives both: (a) notice pursuant to the methods

described in *Section 11.2.2.1*; and (b) a copy of the notice via e-mail to Group_NRM_OPS@fortress.com

11.2.2.4. Notice Addresses. All notices shall be delivered to the address and e-mail addresses as shown below (or at such other address a party may specify by like notice).

If to Seller:

New Residential Sales Corp.
1345 Avenue of the Americas
New York, NY 10105
Attention: Legal

If to Broker:

REALHome Services and Solutions, Inc.
3020 Old Ranch Pkwy, Ste. 300
Seal Beach, CA 90740

Attention: Tiffany Turner

- 11.3. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which shall together constitute one and the same agreement.
- 11.4. **Enumeration and Headings**. The enumeration and headings contained in this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
- 11.5. **Severability**. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be conformed to prevailing law rather than voided, if possible, in order to achieve the intent of the Parties and, in any event, the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.
- 11.6. **Construction**. Unless the context of this Agreement otherwise clearly requires: (i) references in this Agreement to the plural include the singular, the singular the plural, the masculine the feminine, the feminine the masculine and the part the whole; and (ii) the word "or" shall not be construed as exclusive and the word "including," "includes," and "included" shall not be construed as limiting. All references to buyer shall also include any agent, broker or other representative of buyer.
- 11.7. **Successors and Assigns**. This Agreement and the terms, covenants, provisions and conditions hereof shall be binding upon, and shall inure to the benefit of, the respective heirs, successors and assigns of the parties hereto; provided, however, that Broker may not subcontract or assign this Agreement. Any purported assignment in violation of this Section is void. Seller may assign this Agreement to any of its affiliates without Broker's consent.
- 11.8. **Governing Law**. This Agreement and the respective rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws provisions.

11.9. **Waiver of Jury Trial**. THE PARTIES HERETO HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT WHICH EITHER OR BOTH OF THEM MAY HAVE TO RECEIVE A TRIAL BY JURY WITH RESPECT TO ANY CLAIMS, CONTROVERSIES OR DISPUTES WHICH MAY ARISE OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the last date written below:

NEW RESIDENTIAL SALES CORP.:

BROKER:

REALHome Services & Solutions,Inc d/b/a Owners.com

DocuSigned by:
By: *Ivan Mendonsa*
6CAE7FDFDDAA400...

DocuSigned by:
By: *Tiffany Turner*
337A9D173FA24B8...

Name: Ivan Mendonsa

Name: Tiffany Turner

Title: Residential Sales Consultant

Title: Designated Agent

Date: November 13, 2019 | 9:06 AM PST

Date: November 13, 2019 | 9:13 AM PST

Agent License #: 01773603

Corp License # for REALHome Services & Solutions,Inc d/b/a
01853923

Telephone Number: (770) 383-4962

E-mail Address: offer.turner@rhss.com

*****THIS CONTRACT IS NOT VALID UNLESS SIGNED BY ALL PARTIES*****

SELLER'S ASSET MANAGER:

Altisource®
1000 Abernathy Parkway
Building 400 Northpark, Suite 200
Atlanta, Georgia 30328
Attn: Asset Management

****Please email back the signed copy with MLS print out to the Asset Manager****