



JP MORGAN CHASE LISTING RIDER AGREEMENT

REO Loan #: _____

Property Address: _____

IN CONSIDERATION FOR THE EXECUTION OF THE EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL ATTACHED HERETO, BROKER AGREES AS FOLLOWS:

1. Notwithstanding the time period indicated in the exclusive authorization and right to sell attached hereto, the Seller reserves the option to unilaterally cancel this listing contract at any time with written notice to Broker.
2. Broker agrees to submit this listing to all Multiple Listing Services (MLS) in which Broker is a member and/or which service the geographic area in which the property is located. The MLS confirmation shall be sent to Seller within 24 hours of approved listing.
3. Broker agrees to advertise the property for sale in a newspaper of general circulation in the area at least once a week.
4. All deposit receipts and purchase contracts shall include Homesales Inc./JPMorganChase's Seller's (As Is) addendum.
5. This property is to be sold in its current "As Is" condition with no warranties or representations made by Seller.
6. Seller will not consider trades or contingent offers of any kind. Neither will the seller offer owner financing on any non-performing asset.
7. Broker agrees to hold open house for cooperating Brokers and the general public. There shall be a "For Sale" sign and lockbox on this property at all times during the period of this listing and any extension thereof.
8. The property will be listed for 6% commission or a \$2500 minimum on properties sold for up to \$999,999.99 and properties sold for over \$1,000,000.00 commission will be 5.5%: the commission is based on the net purchase price. Commission is subject to change should this property sell at auction. Commissions will be paid through the closing (HUD-1) statement **only**. Seller **shall not** pay any "document", closing coordination" or other Broker in house transaction fees in addition to commission. **It is understood and agreed that regardless of whether or not an offer is presented by a ready, willing, and able buyer, no compensation shall be earned by, or due and payable to, Broker until the sale of the property has been consummated between Seller and the Buyer, the Deed delivered to the Buyer and the amount of the purchase price delivered to the Seller.**
9. Broker agrees to cooperate with all other licensed Real Estate Brokers. This listing contract may not be assigned to any other Broker or Agent.
10. Broker shall make weekly physical inspections of the property and submit a monthly status report to the Seller on the fifth of every month. This will include information pertaining to all marketing activity and copies of all advertisements and MLS printouts.
11. Broker agrees not to accept an earnest money deposit from the previous owner or any tenant occupying this property without Seller's approval.
12. The sale of this property is contingent upon the Seller being able to provide clear title. Transfer of title shall run by way of Special Warranty Deed or local equivalent.
13. The invoices for all debts incurred for services rendered during the period of this listing shall be submitted immediately to Olympus Asset Management. Utilities are to be in the Real Estate Companies name through closing. Broker may pay invoices directly to vendor and Seller will reimburse Broker for the expense, or Broker may submit them to Olympus for direct payment to vendor. You must submit the original invoice, a copy of the W-9 (for direct payees) for whomever the check is to be made out to, and a copy of the check used to pay vendor in the event Broker is being reimbursed for payment.
14. No invoices shall be paid on the Settlement Statement (HUD 1).
15. A minimum earnest money deposit of \$1,000 is required for all offers, unless otherwise approved by Seller. In the event that Buyer defaults on agreement to purchase, all earnest money shall be retained exclusively by Seller.
16. Olympus Asset Management is to be paid 35% of the Listing Broker's commission as a Transaction Management Fee (TMF). The 35% will be taken from 50% of the total commission. Said fee shall be paid to Olympus Asset Management in full at time of closing.
17. Agent will be responsible for verifying if the property for sale has any back taxes, assessments, and/or code violations. Agent is to notify Olympus Asset Management if any are found immediately and notify the title company at closing. Agent will be liable for any fees resulting from back taxes, assessments, and or code violations that were missed on the HUD at closing from their failure to comply.
18. Agent is responsible for determining if irrigation/watering of lawn service is necessary (in order to avoid fines from municipality and for marketing). Pools on property are to be secured at all times and have a "No trespassing" sign.
19. All offers are subject to senior management approval.
20. Seller does not pay customary closing costs. See Asset Manager for list of specifics.

Broker hereby agrees that this is a legally binding contract. Any breach of its terms may result in the cancellation of this listing agreement at Seller's option. In the event there is a conflict of terms between this Rider and the Listing Agreement, the terms of the Rider shall have precedence.

Agreed and accepted this the _____ day of _____, _____ by:

SELLER: _____ **BROKER:** _____