

AUCTION MARKETING AGREEMENT

This Auction Marketing Agreement (this "Agreement") shall be effective as of _____, 20__ and is entered into by and among the following parties (jointly, the "Parties"; individually, each a "Party"):

"Seller": _____,

and

"Auctioneer": Xome Inc.;
Xome CT LLC (for Connecticut properties)

Regarding the real property located at:

"Property": _____.

The Parties desire to market and sell the Property through an online marketing and auction event to be conducted by Auctioneer pursuant to the terms herein, and pursuant to the Auction Participation Agreement and the Terms of Use found on the auction website.

1. Listing Agreement. Seller either (i) has previously entered into a real estate listing agreement with Seller's broker or (ii) will contemporaneously enter a listing agreement with a Seller's broker when the Seller signs this Agreement (in either case, the "Listing Agreement"). The Listing Agreement shall be attached hereto as Exhibit A, and the term and termination provisions of this Agreement shall coincide with the term and termination provisions of the Listing Agreement.

2. Auction Sale and Marketing of the Property. Auctioneer shall advertise and market the Property prior to the online auction event start date, by use of Auctioneer's website, including but not limited to www.xome.com, or any successor thereto, and shall have the option to also advertise and market the Property using other media (which may include email marketing, web media, print advertising and direct mail). All costs of such advertising and marketing provided by Auctioneer shall be paid by Auctioneer. Auctioneer shall select the available date(s) on which the online marketing and auction event(s) shall occur ("Event Date(s)"), which Event Date(s) shall occur during the term hereof. Seller shall select the auction date(s) based on the available Event Date(s), and acknowledges that the event may involve more than one seller of properties to be marketed by Auctioneer and marketed with Seller's Property. In the event that the Property is sold through an auction conducted by Auctioneer, Auctioneer shall have the right to advertise such sale and the completion of such sale.

Seller agrees to cooperate in the marketing and auction of the Property by, among other things, instructing Seller's broker to (a) direct any interested parties to submit pre-auction offers through the auction process, (b) respond to inquiries and assist any parties interested in the Property, and (c) furnish Auctioneer all requested information and documentation needed to help facilitate a successful auction of the Property (e.g., professional marketing photos, any unique property details, etc.). Further, Seller authorizes Auctioneer in its auction marketing materials (or otherwise) to provide for bidders a minimum or suggested starting bid.

The Property shall be sold to the highest bidder at auction (the "Buyer"), subject to and contingent upon the Seller's approval. The Seller has the option to accept, deny or counter, at its sole and absolute discretion, the high bid or other bids within three (3) calendar days of the Auction's conclusion. Upon Seller's approval and acceptance, the bid of Seller's choosing is deemed the winner (the "Winning Bid Amount"), which shall be communicated by the Seller's broker to the Buyer.

(Note: The Auctioneer will provide Seller's broker with various post-auction information, including, for example, the number of unique bidders and the high bid amounts for the three top unique bidders.)

Neither Seller nor any other person shall enter any bid for the Property on Seller's behalf at any auction, except as provided herein. Notwithstanding the foregoing, except where prohibited by law, **Auctioneer has the right to enter a bid for the Property up to the listing price (i.e., the reserve price) during any event to encourage bidding (but not as an offer to purchase the Property)**. Auctioneer will not enter bids above the listing price. Note: This is a common auction practice and increases the likelihood that the auction will result in a closed transaction. When placing a below-listing price bid on behalf of a seller of a property, the intent of Auctioneer is to create an active marketplace for the property. This practice benefits the Seller by maximizing the price obtained, and benefits potential buyers by keeping the auction alive for a longer period of time in the hopes of meeting the listing price and effectuating a sale.

In the event that the Property does not sell on the auction date or for any other reason becomes available for sale after the auction date (e.g., unsuccessful escrow), then the Auctioneer shall attempt to sell the Property through subsequent online marketing and auction events unless the Seller expressly requests for the Property to be removed from any future auctions. Settlement of all sales made pursuant to this Agreement shall occur consistent with the purchase or sale agreement.

3. Compensation. In connection with the services provided, a buyer's real estate commission in an amount equal to five percent (5%) of the Winning Bid Amount shall be added to the Winning Bid Amount to establish a "Total Purchase Price" to Buyer ("Buyer's Commission"). The Buyer's Commission shall be paid at closing, regardless of whether the Property sold at auction or via a pre-auction offer, as follows:

- 2% - Seller's broker
- 2% - Buyer's broker
- 1% - Xome Inc. (Xome CT LLC for Connecticut properties) (in its capacity as a real estate broker)

Note: A fixed \$150 real estate commission shall be paid to the real estate brokerage ForSaleByOwner.com Referral Services, LLC from the Xome 1% commission.

4. [This section intentionally left blank.]

5. Documentation Required. Seller and/or Seller's broker shall provide any legally required or Seller's broker required disclosures related to the Property to potential buyers and to the Buyer. Seller shall use the standard form of purchase agreement that is usual and customary by real estate licensees in the jurisdiction at issue, as well as an auction addendum provided by Auctioneer.

6. Representation of Authority. Seller represents and warrants that Seller is vested with the title to the Property and that Seller has full power and authority to enter into and perform this Agreement in accordance with the terms hereof.

7. Insurance. Seller shall be responsible for maintaining insurance on the Property, if desired by Seller or otherwise required, protecting against loss by theft, fire, or other means.

8. Mutual Indemnification. Each Party shall defend, indemnify and hold harmless the other Party and their respective partners, members, shareholders, affiliates, managers, directors, officers, employees, agents, marketing partners and representatives, against and from any and all costs, losses, liabilities, and damages (including without limitation reasonable attorney's fees) ("Losses") arising in connection with any action, claim, proceeding, or investigation relating to this engagement,

except for Losses imposed or incurred solely by reason of gross negligence, willful misconduct, bad faith, unlawful acts or fraud of the Party to be indemnified; provided, however, that Auctioneer's indemnification obligations hereunder shall not exceed the amount of the Buyer's Commission received by it with respect to the Property that is the subject of such action, claim, proceeding, or investigation. The parties agree that Auctioneer, in its sole and absolute discretion, shall have the right to select counsel and direct and control the defense of any action, claim, proceeding, or investigation.

9. Notices. All notices required or permitted under this Agreement shall be deemed given either if (i) delivered personally to such Party, (ii) sent by registered or certified mail, or (iii) sent by a nationally recognized overnight courier service. Any notices to Seller shall be sent to the address provided in the respective signature block below. Any notice to Auctioneer shall be sent to 750 Highway 121 BYP, Suite 100, Lewisville, TX 75067, Attn: General Counsel.

10. LIMITATION OF LIABILITY. EXCEPT IN THE EVENT OF A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR VIOLATION OF LAWS, NO PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING OR ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE FOREGOING LIMITATION DOES NOT PRECLUDE OR LIMIT THE CLAIM TO OR THE APPLICATION OF ANY INSURANCE PROCEEDS THAT OTHERWISE WOULD BE PAYABLE HEREUNDER IN THE ABSENCE OF SUCH LIMITATION.

11. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Texas, without regard to the conflicts of law principles of such state. It is expressly agreed that any litigation arising out of or relating in any way to the terms and conditions in this Agreement shall be adjudicated in the state and federal courts located in Denton County, State of Texas. Each Party hereby waives its right to a jury trial with respect to any disputes, controversies, claims or proceedings arising out of or related to this Agreement.

12. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one single Agreement between the Parties. Facsimile documents executed, documents executed and scanned and transmitted electronically, and electronic signatures shall be deemed original signatures for purposes of this Agreement, and all matters related hereto or thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

13. No Real Estate Brokerage Agency. Seller acknowledges that Auctioneer is retained as the auctioneer only and does not represent the Seller as a real estate broker or agent. Seller's broker is and shall remain the listing agent for the Property and is and shall continue to be responsible for ensuring compliance with his or her duties as listing agent in the transaction, and Seller shall look to Seller's broker with respect to all real estate agent-related services in connection with the transaction.

14. Independent Contractor. Auctioneer is deemed to be an independent contractor, and has no agency relationship with the Seller except in the capacity as auctioneer. None of Auctioneer, Seller's broker or Seller may bind the other parties to any agreement, written or otherwise.

15. Entire Agreement; Modification. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior or

contemporaneous agreements, understandings, negotiations or warranties or representations between the Parties with respect to the subject matter of this Agreement. This Agreement may be modified only by a writing signed by the Parties hereto.

16. State Specific Auction Disclosures.

For **California** properties:

Xome Inc. has a bond on file with the Secretary of State.

For **Maine** properties:

Auctioneer license number: William Hayward AUC1605.

For **South Dakota** properties:

No part of this Agreement shall terminate consistent with the termination provisions of ARSD 20:69:06:05, but rather, shall terminate as expressly set forth herein.

For **Virginia** properties:

License numbers: Xome Inc. 2908000952; William M. Hayward 2907004366.

Upon Client/Seller request, documentation that tracks/accounts for all properties sold shall be made available for inspection on a daily basis.

For **West Virginia** properties:

All applicable Xome Inc. auctioneers are licensed by the West Virginia Department of Agriculture and bonded in favor of the State of West Virginia.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF, each Party hereto has executed this Agreement, effective the date first set forth above. Each Party has read and accepted the terms of this Agreement.

XOME INC. (XOME CT LLC FOR CONNECTICUT PROPERTIES)

By: _____

Name: _____

Title: _____

SELLER(S)

By: _____

Name: _____

Address: _____

By: _____

Name: _____

Address: _____

EXHIBIT A

Listing Agreement