

PLATINUM REOS & ACQUISITIONS, LLC AGENCY AGREEMENT FOR REO ACQUISITIONS

**NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING
ARBITRATION PURSUANT TO SECTION 15-48-10 et. seq.
OF THE SOUTH CAROLINA CODE OF LAWS ANNOTATED**

This Agreement (the "Agreement") is entered into this _____ day of _____, 20____, between **PLATINUM REOS & ACQUISITIONS, LLC**, a South Carolina limited liability company (hereinafter the "Company"), and

(Name)

of _____ ("Principal").
(Address)

WHEREAS, the Company is knowledgeable in the business of acquiring Real Estate Owned ("REOs"), Foreclosures, Pre-Foreclosures, Non-Performing Notes, and other regular real estate acquisitions (individually and collectively referred to as the "Acquisitions"); and,

WHEREAS, the parties desire that the Company provide advice to Principal and, as agent for Principal, acquire the acquisitions on Principal's behalf; and,

NOW THEREFORE, for good and valuable consideration in hand received by each of the parties, the Company and Principal mutually agree as follows:

1. **Services Provided by the Company.** The Company shall research prospective sales of the Acquisitions conducted by various banks, attorneys, liquidators, etc., within the United States of America, or its Territories and, upon written approval and agreement with Principal, as deemed necessary by the Company, the Company will, at its expense, travel to prospective sale areas and acquire on Principal's behalf the Acquisitions. All Acquisitions by the Company acquired on behalf of the Principal will be recorded, or assigned in the name of Principal, immediately upon its purchase. The Company agrees to allow Principal to use the Company's address as the notice address provided to the relevant entity, escrow agent, closing attorney, county, or as may otherwise be necessary for the successful execution of the Acquisition and, upon Principal's written request, to forward copies of all relevant correspondence, notices, etc. to Principal within a reasonable time after receipt thereof.

The Company's obligations under this Agreement are expressly conditioned upon the Principal's delivery to the Company of a soft proof of funds, a Letter of Intent and a Non-Disclosure/Non-Circumvention Agreement, which shall be provided by Principal within seven (7) days of the execution of this Agreement.

2. **Principal's Rights and Disclosure.** Principal will have the right to determine and request the regional location, classification, value, acquisition cost and percentage of equity for all Acquisitions. Once Principal has set the terms of his acquisition goals, the Company will provide Principal with the list of available properties within reasonable locale and terms set forth by Principal. The Principal is not subject to any financial obligation towards the purchase of any property requested in the LOI, prior to the closing/execution of the transaction and receipt of title for same.

3. **Appointment of the Company as Agent for the Principal.** Principal hereby appoints the Company as its true and lawful attorney-in-fact for Principal and authorizes the Company to act on Principal's behalf, place and stead, to take any actions, and to execute, acknowledge and deliver any and all contracts, deeds, leases, releases and any other instrument, or agreement of any kind or nature whatsoever which may be necessary, or desirable in acquiring, effecting or dealing with the Acquisitions or any other action contemplated by, or relating to the services to be provided by the Company under this Agreement. This Agreement shall be construed and interpreted as a limited power of attorney and, being coupled with an interest, shall be irrevocable under the terms stated herein. This power of attorney specifically authorizes the Company to purchase, on Principal's behalf, the Acquisitions as deemed appropriate by the Company and Principal, to perform any acts and execute any documents necessary and/or related in any way to the Acquisitions.

4. **Compensation to the Company (Property Acquisition Only).**

- a. **Acquisition Fee:** Any Principal utilizing the Company's services for the acquisition of REO properties shall pay the Company a consultation fee, or "start-up fee" (the "Compensation"). Except as may be otherwise described in writing, the Compensation shall be equal to **six (6%) percent** of all new funds delivered to the Company for purchase of the Acquisitions. New funds in increments of not less than THREE HUNDRED THOUSAND DOLLARS AND NO/100 (\$300,000.00) Dollars, with no maximum, are required to be delivered by the Principal for each Acquisition. Any Compensation shall be paid by separate check made payable to the Company, or as otherwise instructed in writing by the Company. Certain discounts shall be applied and provided in writing, which shall be determined on the capital investment by Principal.
- b. **Administrative List ("Tape") Fee:** Any Principal utilizing the Company's services for the acquisition of REO properties shall pay the Company an administration fee. Except as may be otherwise described in writing, the Administrative Fee is ONE THOUSAND AND NO/100 (\$1,000.00). The Administrative List Fee shall be paid by separate check to the Company and is refundable once Principal has received and selected REOs for purchase and has submitted the Offer to Purchase. Upon the delivery of the first tape, the Administrative List Fee shall be deemed fully earned and nonrefundable if the terms set forth by the Principal in the initial LOI are fully met up to the total capital investment amount by the Company, regardless if Principal chooses not to select any REOs to purchase from the provided tape for which terms were fully met as conveyed by Principal in the LOI.
- c. **Subsequent/Additional Acquisitions:** Any Principal utilizing the Company's services for the acquisition of additional/supplemental REO properties shall receive an additional incentive discount on the "Acquisition Fee", as provided above in "Acquisition Fee, Item 4 a."

Principal understands that the Company acts solely as an independently contracted Agent to Principal. In no way is the Company compensated, or is willing to be compensated, based on a percentage of the equity/profits from any Acquisition mentioned herein, or any performance percentage thereof.

5. **Cooperation of Principal.** Principal agrees to fully cooperate with the Company and to take all reasonable steps necessary or desirable to file all necessary documentation, or legal filings required for the Acquisition. These include, but are not limited to, Proof of Funds, Non-Disclosure/Non-Circumvention Agreements, Closing Contracts and Letters of Intent. Principal shall reimburse the Company for all direct costs incurred by the Company on Principal's behalf, including, but not limited to, attorneys' fees, public notice fees, tax bills, closing costs, and recording costs.

6. **Limitation of Liability and Indemnity.** The Company is acting solely as agent to Principal and, as such, the Company shall not be liable for any acts taken or omitted to be taken in connection with the Agreement, whether such acts constitute negligence, gross negligence or otherwise. Principal shall indemnify, hold harmless and defend the Company from all liability for loss, damage or injury to person or property in any manner arising out of or incident to the performance by Company of this Agreement.

7. **Dispute Resolution.**

(a) All disputes concerning this Agreement shall be decided by arbitration in accordance with the commercial rules and regulations of the American Arbitration Association (except to the extent such rules and regulations are inconsistent with the provisions of this Article).

(b) If the parties agree on one arbitrator, the arbitration shall be conducted by such arbitrator. If the parties do not so agree, the parties shall each select one independent, qualified arbitrator. For this purpose, all parties whose interest in the matter being arbitrated are substantially identical shall be treated as a single party entitled to select an arbitrator. If an even number of arbitrators is selected, such arbitrators shall select an additional arbitrator.

(c) Each party reserves the right to object to any individual arbitrator who is employed by or affiliated with an organization that competes with such party.

(d) The parties shall have the right to conduct discovery as specified for up to three months. Such discovery shall include the right to take depositions and subpoena witnesses.

(e) At the request of any party, arbitration proceedings shall be conducted in the utmost secrecy. In such case, all documents, testimony, and records shall be received, heard and maintained by the arbitrators in secrecy under seal, available for the inspection only of the parties and their respective attorneys and experts who have agreed in advance in writing to receive and maintain all such information in confidence until such information becomes generally known.

(f) The arbitrators shall act by majority vote. The arbitrators shall issue a written opinion of their findings of fact and their conclusions of law at the request and at the expense of either party,

(g) The arbitrators shall be able to decree any and all relief of an equitable nature, including without limitation such relief as a temporary restraining order and a preliminary or permanent injunction, and shall also be able to award damages, with or without an accounting, and costs, except that the prevailing party shall be entitled to its reasonable attorneys fees. The decree or judgment of an award rendered by the arbitrators shall be binding upon the parties and may be entered in any court having jurisdiction thereof,

(h) Reasonable notice of the time and place of arbitration shall be given to all persons as required by law. Such persons and their authorized representatives shall have the right to attend or participate in all the arbitration hearings in such manner as the law requires.

8. **Termination.** This Agreement may be terminated by the Company at any time on sixty (60) days prior written notice delivered to Principal. This Agreement may be terminated by Principal at any time on one hundred twenty (120) days prior written notice delivered to Agent.

9. **Notices.** All notices that are required or permitted hereunder shall be in writing and shall be sufficient if personally delivered or sent by registered or certified mail, return receipt requested or facsimile message or Federal Express or other delivery service. Any notices shall be deemed given upon the earlier of the date when received at, or the third day after the date when sent by registered or certified mail, return receipt requested or the day after the date when sent by Federal Express or facsimile to, the address or fax number set forth below, unless such address or fax number is changed by written notice to the other parties hereto:

If to the Company: _____

If to the Principal: _____

10. **Governing Law.** This Agreement shall be a contract made and entered into in the State of South Carolina and shall be governed by the laws thereof.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be waived, modified or amended except in a writing signed by both parties.

12. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be binding as of the date first written above, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original.

