

OFFRBOX.COM



This Property Marketing Agreement (this "Agreement") is between Seller and Offrbox, Inc and its affiliates ("Offrbox") and is effective as of the Effective Date. Seller hereby engages Offrbox as it's Marketing Firm to advertise, market and promote the sale of each Property. Offrbox will market through use of the Offrbox website located at www.offrbox.com (the "Website") as well as utilize any other media necessary during the Marketing Period. All capitalized terms not defined herein shall have the meaning set forth in the Standard Terms and Terms of Service.

1.	KEY TERMS	
(A)	Seller	
(B)	Effective Date	
(C)	Property	Each residential, mixed-use, multifamily, land/lot, portfolio property, or Note Sale asset ("Property") submitted herein and after
(D)	Marketing Period	For each Property, the 90-day period beginning on the date such Property is posted to the Website.
(E)	Listing Fee	There is no Listing Fee charged to the Seller.
(F)	Marketplace Fee	The Marketplace Fee is payable by the buyer at closing or as detailed in the Offrbox Purchase Sale Agreement Addendum. The Marketplace Fee is equal the greater of 2% of the sale price or a \$1500 minimum.
(G)	Offer Box	<p>The Offer Box is the proprietary technology allowing sellers to receive on-line offers and negotiate in real time. A seller may elect to have their listings posted with either a Green Offer Box or an Orange Offer Box.</p> <p>A seller with a Green Offer Box (increases buyer interest) agrees to respond to all initial purchase offers within 24-hours of receipt.</p> <p>A seller with an Orange Offer Box agrees to respond to all initial purchase offers within 72-hours of receipt.</p> <p>If an initial Offer does not receive a response within 72 hours, the offer is automatically cancelled.</p>

2.	COMPENSATION	
(A)	Sale During Marketing Period	<p>If Seller uses the Offer Box to enter into an agreement to sell a Property, the Buyer shall pay Offrbox the Marketplace Fee at closing, regardless of when closing occurs.</p> <p>The Seller agrees to ensure that the Offrbox Marketplace Fee is accounted for on the property settlement/closing statement and paid in full at closing.</p>
(B)	Sale During Tail Period	<p>If Seller enters into an agreement to sell a Property during the 90 days following the Marketing Period (the "Tail Period") with a buyer who submitted an offer to the Seller through Offrbox.com or was introduced to Seller by Offrbox during the Marketing Period (a "Tail Period Sale"), Seller shall pay to Offrbox an amount equal to the Marketplace Fee from the sale proceeds due Seller upon closing of such sale, regardless of when closing occurs.</p>

3.	TRANSACTION DETAILS	
(A)	Offer Box	<p>Seller elects to list properties using an Offer Box and agrees to comply with Response Requirements (check preference):</p> <div data-bbox="634 226 794 289" style="border: 1px solid black; background-color: #27ae60; color: white; padding: 2px; text-align: center; margin-bottom: 5px;">BUY NOW</div> <div data-bbox="586 306 794 352" style="display: flex; align-items: center; margin-bottom: 10px;"> <input style="margin-right: 5px;" type="checkbox"/> <div style="border: 1px solid #ccc; background-color: #e6f2ff; padding: 2px; font-size: 0.8em;">Guarantee 24hr response</div> </div> <p style="margin-left: 40px;">Offer Box Green Response Requirement - Seller understands and agrees that all initial Offers received from a buyer must be Accepted, Rejected, or Countered within 24 hours of receipt.</p> <div data-bbox="673 531 829 594" style="border: 1px solid black; background-color: #f1c40f; color: white; padding: 2px; text-align: center; margin-bottom: 5px;">BUY NOW</div> <div data-bbox="612 604 836 651" style="display: flex; align-items: center; margin-bottom: 10px;"> <input style="margin-right: 5px;" type="checkbox"/> <div style="border: 1px solid #ccc; background-color: #e6f2ff; padding: 2px; font-size: 0.8em;">Response time varies</div> </div> <p style="margin-left: 40px;">Offer Box Orange Response Requirement - Seller understands and agrees that all initial Offers received from a buyer must be Accepted, Rejected, or Countered within 72 hours of receipt.</p>

(B)	Due Diligence Materials	<p>Seller must upload to the Website or provide to Offrbox, the materials listed below (collectively, "Due Diligence Materials") prior to the beginning of the Marketing Period for each Property.</p> <p>Seller authorizes Offrbox to make the Due Diligence Materials available to prospective buyers through the Website. Seller shall immediately notify Offrbox if Seller learns that any of the Due Diligence Materials are or become inaccurate in any material respect.</p> <p>Due Diligence Materials required:</p> <ul style="list-style-type: none"> ▪ <u>General</u>: Seller agrees to provide Offrbox or upload to the Website, all due diligence information necessary for Offrbox to populate the Property's listing on the Website, and all documents related to the Property in Seller's possession, knowledge or control that are reasonably necessary for the marketing and sale of the Property. Due diligence information may include without limit, the tenant leases, lease template, tenant estoppels, third-party inspection or valuation reports, and any marketing materials prepared for the property sale. ▪ <u>Property Photos and/or Videos</u>: Seller agrees to provide Offrbox or upload to the Website, all photo images or videos necessary for Offrbox to display the property lot, and any applicable interior, exterior, and common spaces related to the property. ▪ <u>Purchase Sale Agreement</u>: <ul style="list-style-type: none"> <input type="checkbox"/> Seller agrees to provide Offrbox or upload to the Website, a blank copy of the Purchase Sale Agreement and Disclosures that a Buyer will be expected to sign if and when a purchase offer is accepted. <input type="checkbox"/> Seller approves of the Offrbox Purchase Sale Agreement Addendum to be used as part of the Purchase Sale Agreement. ▪ <u>Data-tape</u>: Seller agrees to provide Offrbox or upload to the Website, a completed copy of the Offrbox data-tape or the sellers excel data summary that provides all of the following information about the property: address, property city, property state and zip code, property size, # of units, property type, year built, lot size, occupancy status, bedroom and bathroom count, asking price, and if available the # of parking spaces, HOA fee, property tax amount.
(C)	Escrow/Closing Agent	<p>Unless otherwise specified in the Purchase Agreement or required by applicable law, the Escrow/Closing Agent to be used for the sale of each Property shall be (check as applicable):</p> <ul style="list-style-type: none"> <input type="checkbox"/> As designated by Offrbox in its reasonable discretion. <input type="checkbox"/> As designated by Seller at the time each Property is submitted.

(D)	Listing Broker	<p>Seller may engage a listing broker ("Listing Broker") for each Property. If a Listing Broker is engaged, the Seller will be solely responsible for any compensation owed to such Listing Broker and any cooperating broker in connection with the sale of a Property.</p> <p>Seller acknowledges that Offrbox is being retained hereunder in a limited capacity as Marketing Firm ONLY and not as Seller's real estate broker with respect to any Property. Seller or a real estate broker retained by Seller (other than Offrbox.com) shall be responsible for complying with all disclosure and transaction requirements owed pursuant to applicable law.</p>
(E)	Buyer Broker	If applicable, Seller agrees to allow for the standard and customary for Cooperating (Buyer) Broker Commission rate on every transaction.
(F)	Broker Commissions	<p>At closing, Seller shall pay the following compensation at closing from proceeds due Seller, regardless of when closing occurs to qualifying brokers:</p> <p style="padding-left: 40px;">Listing Broker Commission: At Seller's Discretion</p> <p style="padding-left: 40px;">Cooperating (Buyer) Broker Commission: 1-3% of the sale price</p>
(G)	Buyer Terms	Seller acknowledges that Offrbox's Terms of Service (located at https://blog.offrbox.com/terms-of-service/) will be provided to potential buyers via the Website.
(H)	Venue	As used in the Standard Terms, the term "Venue" shall mean Mecklenburg County, North Carolina.

5.	SELLER REPRESENTATIVES (if any)	
(A)	Seller Referral Source:	Company: _____ Contact Name: _____ Phone: _____ Email: _____
(B)	Listing Broker:	Company: _____ Contact Name: _____ Phone: _____ Email: _____
(C)	Seller Attorney	Company: _____ Contact Name: _____ Phone: _____ Email: _____
(D)	Preferred Escrow/Closing company	Company: _____ Contact Name: _____ Phone: _____ Email: _____
5.	ADDITIONAL TERMS (if any)	

<p>SELLER:</p> <p>_____</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>_____</p> <p>Address: _____</p> <p>Email: _____</p> <p>Telephone: _____</p> <p>_____</p>	<p>OFFRBOX:</p> <p>OFFRBOX, INC, together with its affiliates</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>_____</p> <p>Address: 55 W. 116th St Suite 231, New York, NY</p> <p style="text-align: right;">10026</p> <p style="text-align: right;">Attention: Chief Legal Officer</p> <p>Email: legal@offrbox.com</p> <p>Telephone: (718) 704-6289</p>
---	---