

Contract Number: _____

MASTER LISTING AND COOPERATIVE BROKER AGREEMENT
Cover Page

This MASTER LISTING AND COOPERATIVE BROKER AGREEMENT (this "Agreement") is entered into by and among Nationstar Mortgage LLC (hereinafter referred to as "NSM"), HomeSelect Settlement Solutions, LLC (hereinafter referred to as "HSSS"), Xome Realty Services LLC (hereinafter referred to as "XRS") and the party identified below referred to as "Brokerage Firm" or "Broker". Capitalized terms that are used in this Agreement, but not defined contextually, will have the meanings ascribed to them in Section 27 herein.

By the signatures of their duly authorized representative below, each of the parties below acknowledges the value and sufficiency of the consideration for entering into this Agreement and agree to be bound by its terms.

Effective Date: July 9, 2024

NATIONSTAR MORTGAGE LLC

8950 Cypress Waters Blvd.
Coppell, Texas 75019

DocuSigned by:
By: James McDermott
Signature of Authorized Signatory

James McDermott

Printed Name of Authorized Signatory

Title: SVP

Date: 7/1/2015

HOMESELECT SETTLEMENT SOLUTIONS, LLC

8950 Cypress Waters Blvd.
Coppell, Texas 75019

DocuSigned by:
By: Robert D. Stiles
Signature of Authorized Signatory

Robert D. Stiles

Printed Name of Authorized Signatory

Title: Chief Financial Officer

Date: 7/1/2015

XOME REALTY SERVICES LLC

750 Highway 121 Bypass, Suite 100
Lewisville, TX 75219

DocuSigned by:
By: Michael C Pinto
Signature of Authorized Signatory

Michael C Pinto

Printed Name of Authorized Signatory

Title: SVP

Date: 7/1/2015

BROKERAGE FIRM **

Vylla Home 46-3485876

Brokerage Firm Legal Name & Federal Tax ID

3505 Veterans Hwy Suite L Ronkonkoma NY 11779

Brokerage Firm Address

Signature: Thomas J Karras
By: thomas.karras@carringtonms.com
Signature of Authorized Signatory

Thomas Karras

Printed Name of Authorized Signatory

Title: Broker Record

Date: **July 9, 2024**

****This Agreement will only be valid if executed by the Broker of Record or Managing Broker.**

MASTER LISTING AND COOPERATIVE BROKER AGREEMENT SUPPLEMENTAL

This SUPPLEMENTAL ("Supplemental") to the MASTER LISTING AND COOPERATIVE BROKER AGREEMENT ("Agreement") is agreed to by Nationstar Mortgage LLC (hereinafter referred to as "NSM"), HomeSelect Settlement Solutions, LLC (hereinafter referred to as "HSSS"), Xome Realty Services LLC (hereinafter referred to as "XRS") and Broker. Capitalized terms that are used but not defined in this Supplemental will have the meanings ascribed to them in the Agreement.

WHEREAS, NSM services on behalf of the owner, residential real property located throughout the United States (each a "Property");

WHEREAS, HSSS is a licensed real estate broker in the State of Texas;

WHEREAS, XRS is a licensed real estate broker in the State of Texas;

WHEREAS, NSM has retained HSSS as a broker and has assigned to HSSS all rights and responsibilities of NSM to dispose of the Property;

WHEREAS, HSSS has retained XRS as a broker to manage all such processes regarding disposition of the Property, including assigning the Property to a local Broker for listing and sale (under the Agreement and accompanying Supplemental for each Property), and NSM has consented to such retention of XRS by HSSS;

WHEREAS, Broker is in the business of listing and selling real property and providing certain property management services on behalf of owners and servicers of real property;

WHEREAS, XRS desires to act in cooperation with the Broker for the purpose of selling the Property described below;

WHEREAS, Broker desires to act as Broker for the sale of the Property and agrees to maintain and manage said Property in accordance with the provisions described in the Agreement.

NOW THEREFORE, in consideration of the mutual promise of all parties and in accordance with the terms of the Agreement the parties agree to the following:

1. The address of the Property that is the subject of this Supplemental is 326 MALCOLM X BLVD, BROOKLYN, NY 11233.
2. The Property is Occupied.
3. Said Property shall be offered for sale on such terms as shall be satisfactory to XRS, HSSS and NSM at the listing price of \$874,900.00.
4. XRS engages Broker as a broker for the Property for the period beginning at the time of acceptance of the listing by the Broker. The listing period shall be from July 09, 2024 to October 09, 2024(90 days). XRS shall have the right to terminate this Supplemental at any time without cause or in accordance with Section 12 of the Agreement.
5. As may be required by applicable law, Broker authorizes any licensed affiliate of XRS to advertise the Property.
6. REAL ESTATE COMMISSION.
 - a. The parties agree that the Property will be listed by Broker for a total

commission equal to a percent of the selling price of 6%, subject to the provisions of the last sentence of this paragraph. If the property is vacant, Broker's commission shall equal 1.75% of the selling price, or a minimum of \$750.00. If the Property is occupied, Broker's commission shall equal 1% of the selling price, or a minimum of \$750.00. The Broker/agent representing the buyer shall receive a commission equal to 1% of the selling price, or a minimum of \$400.00. If there is no broker/agent representing the buyer, then if the Broker also represents the buyer, the Broker shall also receive a commission equal to 1% of the selling price, or a minimum of \$400.00. If there is no broker/agent representing the buyer, then XRS shall also receive a commission equal to 1% of the selling price, or a minimum of \$400.00.

- b. This Property has been listed on a management system of record utilized by NSM, HSSS and XRS, therefore the Broker's Commission paid shall be reduced by a technology fee of \$150.00.
- c. However, Broker acknowledges and agrees that no commission shall be deemed earned by or payable to the Broker until such time as the sale is actually closed, including passage of title and payment of the purchase price as agreed regardless of whether any delay is the act or fault of XRS, HSSS, NSM, or the purchaser, unmarketable title, or any other reason whatsoever.
- d. Broker agrees that the fee arrangement of this Supplemental supersedes all prior fee arrangements between the parties.
- e. Commission shall be paid on sale price for the Property minus the dollar amount for any sums placed in a repair escrow for the Property. Further, unless otherwise directed by Local MLS Board, commissions shall not be paid on any auction fee or buyer's premium that is added to the sale price.

7. COOPERATIVE BROKER FEE. The assignment of the Property to Broker has been done through a cooperative brokerage engagement with XRS, who has been retained by HSSS as set forth in the recitals above. Therefore, if the Property is vacant Broker agrees to pay a cooperative broker commission to XRS equal to 1.25% of the selling price, or a minimum of \$750.00. If the Property is occupied Broker agrees to pay a cooperative broker commission to XRS equal to 2% of the selling price, or a minimum of \$750.00. Broker agrees to pay a cooperative broker commission to HSSS equal to 2% of the selling price.

8. PROPERTY MANAGEMENT. In addition to the terms outlined in the Agreement, Broker shall be responsible for property management as set forth in the Broker Guidelines and Requirements, unless XRS elects to hire a different property manager as noted below. In such case, Broker agrees to provide reasonable cooperation with the assigned property manager so that the property manager is able to perform its responsibilities.

- a. Property Manager selected by XRS, if other than Broker:

Except as amended herein, the terms and conditions of the Agreement remain in full force and effect.

Broker agrees that acceptance of the Property assignment is considered Broker's full acceptance of all terms, fees and commissions as contained in this Supplemental.

BROKERAGE FIRM

VYLLA HOME

BROKERAGE FIRM LEGAL NAME

Thomas Karras - Broker of Record

BROKER NAME

Karen Crichlow

AGENT/ASSOCIATES SIGNATURE

KAREN CRICHLOW - ASSOCIATE BROKER

PRINT NAME OF AGENT/ASSOC.

DATE: 07/09/2024