

**R.E.O. PROPERTY MARKETING FOR SALE and
S.C.O.R.E. Lender- Realtor Servicing Agreement**

The City of Clarksburgh, a corporation, (hereinafter, Property Owner) with
office location at: 123 Commerce Blvd., Clarksburgh, NY 12345 and

ABC Century 21 Realty, Inc., (hereinafter, Realtor) with
office location at: 4477 Main Street, Clarksburgh, NY 12345,

hereby consent to the following terms and conditions whereby Realtor shall perform
services on behalf of Property Owner regarding the marketing for lease and/or sale of
property owned by Property Owner, and located at:

Property Address 459 Parkview Avenue, Clarksburgh, NY 12345
(hereinafter, the property).

Realtor shall perform ascribed duties appertaining to the marketing for lease and/or sale
of the property and/or administration of lease/purchase option as provided by "Secured
Collateral Ownership Reversion Exchange" agreement (hereinafter, S.C.O.R.E.
agreement) copy of which is attached hereto (exhibit A), and Property Owner shall
effect consideration for Realtor accordingly, per terms as follows:

I. It is understood and agreed that Realtor shall list the property for sale in
appropriate advertising media, including but not limited to applicable Multiple Listing
Service registry, and listing shall include notification of property availability for lease with
purchase option by effectuation of S.C.O.R.E. agreement.

II. Realtor shall complete a Comparative Market Analysis (hereinafter, C.M.A.) of
the property for the purpose of identifying and assigning a presumed market value of
the property, to be determined in accordance with Realtor's estimate of same, based on
Realtor's expertise and familiarity with the property and market conditions at the time of
completion of C.M.A. Said C.M.A. shall include a minimum of 3 comparable properties
and shall further give consideration to the general condition and maintenance and
upkeep of structure(s) located on the property, as applicable. Said C.M.A. shall be
completed and copy of same shall be provided to Property Owner on or before 25
calendar days subsequent to the date of this agreement. Realtor's failure to provide said
C.M.A. to Property Owner within the time allotted shall effect termination of this
agreement and release of obligation of both parties.

III. Upon Property Owner's approval of marketing of the property on the basis of
stated C.M.A. amount by Realtor, Realtor shall initiate marketing for lease and/or sale of
the property. Property Owner shall provide Realtor with said approval within 10
calendar days of receipt of C.M.A. from Realtor. Property Owner's failure to provide said

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approval to Realtor within the time allotted shall effect termination of this agreement and release of obligation of both parties.

IV. Property Owner shall not assign the property to another Realtor or Individual(s) for marketing and/or sale for any of the period during which this agreement is in effect.

V. For consideration, Property Owner shall pay Realtor an amount equal to 5% of the property gross sale proceeds. In the event of lease and/or sale by effectuation of S.C.O.R.E. agreement, Lender shall further pay Realtor an amount equal to 1% of C.M.A. total as a Lease Commission, and said amount shall be collected by Realtor from "Tenant/Buyer" in accordance with S.C.O.R.E. agreement terms. In addition, Realtor shall be entitled to 10% of "interest only" portion of S.C.O.R.E. agreement lease payments as consideration for Realtor's administration of S.C.O.R.E. agreement. In the event of non-exercise of purchase option by "Tenant/Buyer" as provided by S.C.O.R.E. agreement, Property Owner shall pay Realtor an additional amount as necessary to effect payment to Realtor in an amount equal to 20% of "interest only" portion of amount collected from "Tenant/Buyer", and Property Owner shall further pay Realtor an amount equal to 20% of net "Occupancy Deposit", as applicable, also in accordance with terms and provisions of S.C.O.R.E. agreement.

VI. In the event of effectuation of S.C.O.R.E. agreement, lease payments by "Tenant/Buyer" shall be payable to Realtor and Realtor shall procure and maintain a "receivership account" to which all of said lease payments shall be deposited and from which all S.C.O.R.E. agreement disbursements from lease and/or deposit payments shall be made. Realtor shall be responsible for administration of S.C.O.R.E. agreement and disbursement of S.C.O.R.E. agreement lease payments portions to Lender, and for disbursements for property taxes, and procurement of and maintenance of property insurance, and disbursement of Realtor's share regarding compensation for S.C.O.R.E. agreement administration. Realtor shall further provide an itemized monthly statement of said disbursements to Lender and to "Tenant/Buyer". Notice of default of S.C.O.R.E. agreement terms by "Tenant/Buyer" shall be provided by Realtor to "Tenant/Buyer" on or before 10 calendar days subsequent to said default, and copy of same shall also be provided by Realtor to Property Owner.

VII. Each party agrees to proceed in good faith and to avail oneself to the other as required to effectively carry out the terms and provisions of this agreement, and those as provided by S.C.O.R.E. agreement, as applicable. Realtor does not, nor shall incur responsibility for the condition of the property, nor liability for any incidence(s) or occurrence(s) that may arise in the course of "Tenant/Buyer" occupancy as provided

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by S.C.O.R.E. agreement. Termination of and/or cancellation of this agreement may be effected by either party with provision of a 30 calendar days written notice of same to the other. In the event of termination, Realtor shall remit the balance held by Realtor in receivership account to Property Owner, after credit to Realtor for amount(s) outstanding for services rendered per terms of this agreement and/or S.C.O.R.E. agreement.

ON CONSENT :

WILLIAM ROE , Property Owner Representative

William Roe, City Manager
(Printed name and title)

DATE: December 5, 2008

SAMUEL POE , Broker, ABC Century 12 Realty,
Inc.

Samuel Poe, Liscensed Realtor
(Printed name and title)

DATE: December 5, 2008