

NATIONAL O.R.E. MANAGEMENT & MARKETING SERVICES

RECEIVERSHIP BASIC ORDERING AGREEMENT (RBOA)

BOA
Version 3.6
July 2004

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BASIC ORDERING AGREEMENT NUMBER

Agreement executed on November 13th, 2008 ("Execution Date") and effective as of November 14th, 2008 ("Effective Date") between the FEDERAL DEPOSIT INSURANCE CORPORATION, acting as receiver for various institutions and acting in its corporate capacity ("FDIC"), and C.B. RICHARD ELLIS, INCORPORATED, a corporation organized and existing under the laws of Delaware with its principal place of business at 750 – 9th Street, N.W., Suite 900, Washington, DC 20001 ("Contractor").

WITNESSETH:

The FDIC, as receiver for various institutions (the "Institutions") and in its corporate capacity, desires to retain Contractor, and Contractor desires to perform the services or provide the goods described in this Basic Ordering Agreement ("Agreement") and in any Task Order ("Task Order") issued hereunder, upon the terms and conditions set forth below.

Now, therefore, in consideration of the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the FDIC and Contractor agree as follows:

ARTICLE I. APPOINTMENT AND DUTIES OF CONTRACTOR; TASK ORDERS

1.1 Independent Contractor

The FDIC and Contractor agree to be bound by the terms and conditions of this Agreement when a Task Order is executed for a specific task. The FDIC hereby retains Contractor as an independent contractor for the sole purpose of performing the services or providing the goods described herein and in the Task Orders awarded to Contractor.

1.2 Duties

Contractor hereby agrees to perform such services (the "Services") or provide such goods (the "Goods") on the terms and conditions set forth below, in the particular Task Order, in the Statement of Work (Attachment **[1]** to this Agreement), and in Contractor's Proposal or Amended Proposal, if any (Attachment **[2]** to this Agreement), all of which are incorporated herein by reference. Attachment **[3]**, entitled FDIC General Provisions, is also hereby incorporated into and made a part of this Agreement.

Contractor is required to notify the FDIC Contracting Officer and Oversight Manager in writing of any change in Contractor's physical location for the Place of Performance of this Contract. This includes without limitation any facilities relocation and/or re-construction activity or any other planned event that may impact the continued operation of FDIC-owned network equipment

located on the Contractor's premises. The notification must be made at least thirty days in advance of the planned change or start date for any such activity to allow the FDIC time to take appropriate action.

Contractor must ensure that all connections and access to the FDIC network and systems are removed and no longer active using appropriate security procedures at the time of expiration or termination of this Agreement and any Task Order issued hereunder, whether contractor or subcontractor employees are working on-site or off-site, and notice must be provided to the Oversight Manager upon completion of these requirements. Contractor must also undergo the FDIC pre-exit clearance procedures at the time of separation from this Agreement or any Task Order.

1.3 Task Order

At any time during the Period of Performance (as defined in Article II below), the FDIC Contracting Officer may send to Contractor, and any other Contractors awarded this Agreement, a Request for Task Order Proposal (the "Request") describing the nature of one or more specific tasks, the structure for Contractor's offer and any other information relating to the task. When selecting one of the contractors for a specific task order award, the FDIC will issue a Task Order for services. Before issuing a task order the FDIC will consider a variety of factors including specifics of the portfolio of assets subject to the Task Order, their origin, relationship to other assets, and unique needs, contract pricing, past performance and other factors. The Contractor waives all rights to challenge or protest the selection of a contractor to provide contingency contract services and the FDIC makes no guarantee for services under the agreement except as provided on each task order.

If Contractor wishes to offer its goods or services for the task, it must deliver an offer pursuant to the terms of the Request. Based on the offers received, the FDIC may select one or more contractors to perform these specific tasks. If Contractor is selected, the Task Order must be executed by Contractor and the FDIC Contracting Officer and there will exist a binding obligation between Contractor and the FDIC pursuant to the terms of this Agreement, and the Task Order, regarding the goods or services. The FDIC and Contractor agree that the form of the Task Order, an example of which is set forth as Attachment [4] to this Agreement, may change during the period of performance of this Agreement.

1.4 Standard of Performance

Contractor must at all times act in good faith and in the best interests of the FDIC, use its best efforts and exercise all due care and sound business judgment in performing its duties under this Agreement. Contractor must at all times comply with FDIC policies, procedures and directives, which are incorporated by reference and made part of this contract.

1.5 Calendar Days

Unless specifically provided otherwise in this Agreement, the term "days" used anywhere in this Agreement means calendar days.

1.6 Monthly Report

If subcontracting or joint venturing is approved, Contractor must submit to the Contracting Officer a Subcontractor/Joint Venture/Team Arrangement Activity Report, on a monthly basis, addressing for each subcontractor and/or Joint Venture participant(s), the following:

- a. Name, address, tax identification number and type of business concern [Minority Women Owned Business, Small Disadvantaged Business and applicable Standard Industrial Classification (SIC) Code and corresponding geographic location if applicable] for each subcontractor and/or Joint Venture participants.
- b. Period covered by the Report.
- c. Description of work performed by subcontractor and/or Joint Venture participants during the report period.
- d. Percentage of services planned and actually provided by subcontractor and/or Joint Venture participants during the report period and cumulative to date by SIC code if applicable.
- e. Total compensation paid to subcontractor and/or Joint Venture participants during the report period and cumulative to date.
- f. Percentage completion toward Subcontracting Plan goals and/or Joint Venture commitments.

ARTICLE II. PERIOD OF PERFORMANCE

2.1 Initial Period of Performance

This Agreement has a three (3) year initial period of performance starting on the Effective Date and expiring on November 13th, 2011, (the "Period of Performance") subject to exercise of an option, if applicable, or to earlier termination under the General Provisions of this Agreement.

2.2 Option Period

This Agreement may be extended, at the discretion of the FDIC, for up to three (3) 2-year period(s) (an "Option Period"). Except where specifically indicated otherwise, "Period of Performance" as used hereafter in this Agreement refers both to the initial Period of Performance and to any Option Period which may be exercised.

2.3 Notice of Exercise of Option

If the FDIC desires to exercise the option to extend the Period of Performance, the FDIC must notify Contractor, in writing, of its intent not less than sixty (60) days before the expiration of the initial Period of Performance.

ARTICLE III. SECURITY AND CONFIDENTIALITY REQUIREMENTS

3.1 Background Investigations

- 3.1.1 Background investigations will be conducted for all contractor and subcontractor personnel. The extent of the investigations will be in direct relation to the risk level assigned to the contract or to the individual job classifications, which can be found in Section 3.2 of this contract. No background investigations or fingerprinting will be required under receiverships except when a receivership is of a long-term nature, when both are required.]
- 3.1.2 Each contractor and subcontractor employee working on the contract must complete an electronic fingerprint application and credit report authorization. No employee will be permitted to begin work (including access to FDIC facilities, network, and systems) until a favorable fingerprint records check and credit report has been received by the FDIC, unless a waiver has been obtained.
- 3.1.3 Within 5 days after the effective date hereof, the contractor must provide the Contracting Officer with a list of all contractor and subcontractor personnel working on the contract. This list must include the employee's name, current home address, and assigned risk level. The contractor must identify each employee who has a previous current or otherwise valid background investigation, and such background investigations must be furnished to FDIC with the list of personnel.

For those employees of the contractor or subcontractor who do not have a valid and current background investigation, a background investigation will be conducted for them. In that event, the requirements relating to background investigations contained herein will control.

NOTE: A valid background investigation is one that meets the minimum investigation for the risk level established for the contract or contract job category, and that has been conducted within 5 years of the date of contract award.

- 3.1.4 An adverse finding during the background investigation or fingerprinting review (e.g., felony conviction), or a completed background investigation or fingerprint

check that indicates that the employee cannot meet the designated security requirements, may prohibit a contractor or subcontractor employee from working on the contract. That employee may be removed at the discretion of the Contracting Officer and replaced with an employee acceptable to FDIC by the Contractor at no additional expense to FDIC and without relief in all contractual performance and delivery requirements.

- 3.1.5 All contractor and subcontractor employees regularly working on-site at an FDIC facility will be issued a yellow identification/access control badge. Such employees will not be granted on-site access until FDIC receives a favorable fingerprint criminal records check from the FBI. The badges will be issued for a six-month period and must be renewed after each six-month period.
- 3.1.6 Contractor must notify the Contracting Officer of any new contractor or subcontractor personnel assigned to the contract or any change in assignment of current personnel. FDIC will perform the appropriate background investigations and fingerprint check for any such personnel. Access to FDIC facilities, network, and systems will be as set forth in this section 3.1.

3.2 Risk Level Designation

The following risk level has been assigned to this contract: MODERATE. The post-award background investigations and fingerprinting required for all contractor employees (and subcontractor employees, if applicable) will be for this risk level.

3.3 Confidentiality of Information, Data, and Systems

Contractor must ensure the confidentiality of all information, data, and systems provided by FDIC or used or obtained by Contractor personnel under this contract and prevent its inappropriate or unauthorized use or disclosure. Contractor and all employees working on an FDIC contract must sign the Contractor Confidentiality Agreement (attached) no later than five (5) business days after starting performance and prior to receiving such information, or when receiving their badges, and return the signed Agreements to the Contracting Officer. This includes Contractor personnel who are required to work on-site at an FDIC facility or have access to FDIC sensitive information or data, systems or network. Failure to provide the signed Agreements may result in the removal of the employee from performing under the contract.

3.4 Security Requirements for Information Technology

The Contractor is responsible for Information Technology (IT) security for all personnel with access to the FDIC network, systems connected to the FDIC network or those systems developed and/or operated by the Contractor for FDIC. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor may have physical or electronic access to FDIC's information contained in its systems. This includes but is not limited to information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer

systems, networks, and telecommunications systems. Examples of tasks that require security provisions include but are not limited to acquisition, transmission or analysis of data owned by FDIC or access to FDIC networks or computers at a level beyond that granted the general public, e.g., bypassing the FDIC firewall.

Contractor, its subcontractors, and the employees of each must sign a confidentiality agreement at any time prior to or during the performance of this contract at the direction and discretion of the Contracting Officer.

3.5 IT Security Plan

The Contractor must provide as a deliverable, implement, and maintain an IT Security Plan ("Plan") for the duration of this contract. This Plan must describe the processes, procedures and training of personnel that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The Plan must describe those parts of the contract to which this clause applies. It must address the security measures and program safeguards that will be provided by the Contractor. These measures and safeguards must ensure that all information systems, data, and resources acquired and utilized in the performance of this contract by the Contractor personnel:

- a. Are protected from unauthorized access, alteration, disclosure, or misuse of processed, stored, or transmitted information;
- b. Can maintain the continuity of IT support for the FDIC and its programs and operations;
- c. Incorporate management, operational, and technical controls sufficient to provide cost-effective assurance of the system's integrity, availability and confidentiality;
- d. Have appropriate technical, personnel, administrative, environmental, and access safeguards; and
- e. Operate effectively and accurately.

3.5.1 Compliance Requirements

The Contractor's Plan must be compliant with Federal laws that include, but are not limited to, OMB Circular A-130, Transmittal 4, Management of Federal Information Resources, Appendix III and the Federal Information Security Management Act of 2002 (Title 3 of P.L. 107-347). In addition, the Plan must implement IT security requirements stated in the policies and procedures that include, but are not limited to:

- a. FDIC, Division of Information Resources Management (DIRM) Policy Memorandum (PM) No. 98-009, Security of Network Connectivity for Contractor Support, dated September 22, 1998;
- b. FDIC, Division of Information Resources Management (DIRM) Policy Memorandum (PM) No. 98-010S, Personal Computer Information Security, November 1998;
- c. FDIC Circular 1310.5, Encryption and Digital Signature for Electronic Mail;

- d. FDIC, Division of Information Resources Management (DIRM) Circular No. 1360.15, Access Control for Automated Information Systems;
- e. FDIC, Division of Information Resources Management (DIRM) Circular No. 1360.16, Mandatory Information Security Awareness Training;
- f. FDIC, Division of Information Resources Management (DIRM) Circular No. 1360.17, Information Technology Security Guidance for FDIC Information Technology Procurements/Third Party Products;
- g. FDIC, Division of Administration (DOA) Circular No. 1610.2, Security Policies and Procedures for Contractors, October 1, 2001;
- h. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-4, Security Considerations in Federal Information Technology Procurements;
- i. NIST, SP 800-14, Generally Accepted Principles and Practices in Securing IT Systems, September, 1996; and
- j. NIST, SP 800-18, Guide for Developing Security Plans for Information Technology Systems, December 1998.

These documents may be accessed through the FDIC DOA website, www.fdic.gov/, and may be cross-referenced through the FDIC DIRM website, www.fdic.gov/.

3.5.2 Plan Submissions

Within ten (10) days after contract award, the Contractor must submit the Plan for FDIC approval. The Plan must be consistent with and further detail the general outline and approach contained in their proposal that resulted in the award of this contract and must be in compliance with the requirements stated in this Article. The Plan must be submitted to the Contracting Officer and, after approval by the Oversight Manager, will be incorporated into the contract as a requirement and will remain in effect throughout the period of contract performance. The Contractor must obtain the prior written approval of the Contracting Officer for any changes to the Plan.

3.6 Training Requirements

The Contractor must ensure that its personnel designing, programming, operating, using, or managing FDIC systems/network and/or data in performance of the contract, are properly trained and must receive training at least annually in IT security awareness and security practices, policies, and procedures as required under the Computer Security Act of 1987 and OMB Circular A-130, including Appendix III. The Contractor's approach and IT security training program must be defined in the IT Security Plan. In addition, the Contractor must ensure that IT security training also meets the requirements stated in the NIST special publications and in the FDIC circulars referenced in this Article. The Contractor must certify on an annual basis that its personnel working on the contract have successfully completed all required IT security training and that they are aware of their IT security responsibilities.

3.7 Security Awareness Website Training

3.7.1 All contractor and subcontractor employees being granted access to FDIC's network/systems must review the FDIC Security Awareness Website (located at http://fdic01/division/dirn/itm_web/dirn_pages/infosec/secawareness/secawareness.htm) and provide electronic certification of their review within five (5) business days of receiving a network ID.

3.7.2 In addition to 3.7.1, for multi-year contracts and contracts with options, all contractor employees with network access must again review the Security Awareness Website on an annual basis and provide electronic certification of their review within five (5) business days after the anniversary of the effective date of the contract.

3.7.3 The contractor must certify annually that all contractor employees having network access have complied with the security requirements stated in 3.7.1 and 3.7.2. This certification must be provided to the Oversight Manager by email or in writing within five (5) business days after the anniversary of the effective date of the contract.

3.7.4 Failure to complete the review and certification discussed in 3.7.1, 3.7.2, and 3.7.3 may result in revocation of network access privileges and possible removal of the individual employees from the contract.

3.8 General Requirements

3.8.1 Network Access Requirements

The Contractor must comply with all provisions of FDIC Circular 1360.17, Information Technology Security Guidance for FDIC Information Technology Procurements/Third Party Products, which can be found on FDIC's website at www.fdic.gov.

3.8.2 Cost of Information Security

For all contracts valued at \$3 million or more, the Contractor must identify on its invoices as a separate line item any direct cost to the contractor for information security as a specific element of the cost of providing information services.

3.9 FDIC Access

The Contractor must afford FDIC, including the Office of Inspector General, access to the Contractor's and all subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access must be provided to the extent required to carry out a program of IT inspection, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of FDIC data, systems,

software and hardware or to the function of computer systems operated on behalf of FDIC or the network accessed by the Contractor personnel and to preserve evidence of computer crime or misuse.

3.10 Subcontractor Requirements

Contractor must incorporate this Article in all subcontracts that meet the conditions or requirements stated in this Article.

ARTICLE IV. PERSONNEL AND SUBCONTRACTING

4.1 Key Personnel

The following key personnel are essential to the proper performance of Contractor's duties under this Agreement ("Key Personnel") and must perform the roles specified below:

____ ([Title]), _____
____ ([Title]), _____
____ ([Title]), _____
____ ([Title]), _____

Contractor's Proposal, or Amended Proposal, if any, identified the above individuals as Key Personnel and certified their availability to perform the duties specified. Contractor agrees to make the Key Personnel available as required for performance of the duties under any Task Order that may be awarded as long as such persons are employed by Contractor or its related entities. Prior to diverting or reassigning any Key Personnel to any other projects, and prior to the time any Key Personnel separate from Contractor, Contractor must notify the Contracting Officer in writing at least fourteen (14) days in advance and must submit the name of the proposed substitute individual with a description of his/her educational and professional background. The determination of acceptability of proposed substitute personnel will be at the sole discretion of the FDIC. All initial Key Personnel and every replacement Key Personnel will be required to comply with FDIC Fitness and Integrity standards then in effect. Contractor must not make any substitutions of Key Personnel until receipt of the Contracting Officer's written approval of each such substitution.

4.2 FDIC Personnel.

(a) FDIC Oversight Manager. The term "Oversight Manager" means the person designated in writing by the Contracting Officer to represent the FDIC for the purpose of monitoring technical performance under any Task Order awarded. The Oversight Manager is not authorized to issue any instructions or directions which effect any substantive change in this Agreement or any Task Order issued hereunder, including but not limited to any increase or decrease in the price of any Task Order awarded or which

change the delivery date(s) or Period of Performance. Specific areas of delegated authority are more particularly defined in the Letter of Oversight Manager Confirmation.

(b) FDIC Contracting Officer. The term "Contracting Officer" means a person designated in writing by the FDIC with FDIC delegated authority to enter into, modify, administer, and terminate contracts and orders. The Contracting Officer is the only person authorized by FDIC to issue any instructions or directions that affect any increase or decrease in the cost of this Agreement, any change in delivery schedule or which change any other term of the Agreement.

4.3 Contractor Personnel

For purposes of this Agreement, any individual who is performing any part of the work or other requirement of this Agreement, and any Task Order issued hereunder, and who is an employee of Contractor is considered Contractor Personnel ("Contractor Personnel"). For example, self-employed individuals, other independent contractors, contract laborers, individuals who are employees of a temporary employment/personnel agency, etc., who perform any part of the work or requirements of this Agreement, do not come within the definition of Contractor Personnel and are either subcontractors or employees of subcontractors.

4.4 Personnel Qualifications

The personnel qualifications defined in the Agreement and any Task Orders issued hereunder will apply to both Contractor Personnel and Subcontractor employees. Contractor must provide a quarterly letter certifying to the FDIC Contracting Officer and Oversight Manager that all Contractor Personnel and Subcontractor employees currently working under a Task Order meet each of the personnel qualifications. The FDIC Contracting Officer and Oversight Manager do not have the authority to approve any Contractor Personnel or Subcontractor employees who do not meet all the personnel qualifications unless the FDIC receives additional consideration from the Contractor.

4.5 Subcontractors

For purposes of this Agreement, individuals and entities that perform Services or provide Goods under this Agreement or any Task Order and are not included in the definition of "Contractor Personnel" in Section 4.3 above will be considered subcontractors. Arrangements with either temporary agencies or with individuals, for the provision of temporary personnel, are considered subcontracts.

4.5.1 Authorization; Selection of Subcontractors.

(a) Contractor must not engage subcontractors to perform any of its responsibilities under any Task Order awarded under this Agreement without the

prior written approval of the FDIC. This prohibition will not apply to Task Orders for purchase of equipment, materials or supplies to be used in the performance of this Agreement. If Contractor's Proposal leading to this Agreement requests approval for the use of named or designated subcontractors, and if the FDIC has accepted that Proposal, the subcontractors will be deemed approved and further approval will not be needed.

(b) Consent by the FDIC to any proposed subcontractor will not: (1) constitute a determination of the acceptability of any subcontract terms or conditions; or (2) constitute a determination of the acceptability of any amount paid under any subcontract; or (3) relieve Contractor of any of its responsibilities under the Agreement. Contractor will award subcontracts only to third parties that have filed FDIC Certifications with Contractor.

(c) The following subcontractors are approved for performance under this Agreement:

Adorno & Yoss
Auction Company of America
NRT Commercial, LLC, Inc. (Reology Corp.)
Deval, LLC
First American Title Co., Commercial
First American Title Co., Residential
Guess Group, Inc., The
Integra Realty Resources
Litzer, Segner, Shaw & McKenney, LLP
Malcolm Pirnie
Prism Hotels & Resorts
RR Donnelley
Stewart Title Company
Thompson, Cobb, Bazilio & Associates, PC
TotalFacility

(d) Contractor must notify the FDIC of any changes in subcontracting arrangements. If the subcontractor is a Small Disadvantaged Business (SDB), any changes must result in the same or greater SDB participation.

4.5.2 Contracts with Subcontractors

Contractor will not be reimbursed for subcontracting costs except as specifically provided for in this Agreement. Contractor must assure FDIC that all contracts it enters into with subcontractors are consistent with the terms of this Agreement,

including, but not limited to, certifications, termination, stop work, confidential information and insurance.

4.6 Subcontracting Plan Compliance

In Agreements where subcontracting is permissible and in accordance with the Contractor's proposal, as incorporated within the terms and conditions of the Agreement, the Subcontracting Plan will be considered a material part of the Agreement. The Contractor's failure to comply with and make progress under the Subcontracting Plan may be considered a breach of contract. In addition, failure to achieve the stated subcontracting goals may result in the issuance of a cure notice/show cause letter for purposes of termination for default and/or have a negative and adverse impact on the Contractor's past performance record to be considered during proposal evaluation on future solicitations.

ARTICLE V. COMPENSATION AND BILLING

5.1 (a) Fixed Price

For satisfactory performance of this Contract, the FDIC will pay Contractor the agreed-upon fixed unit price specified in Contractor's Pricing Schedule (included in Attachment 2 to this Contract). Contractor's fixed unit prices include any and all of Contractor's costs and expenses, direct and indirect, as well as any profit, fee, or any markups of any nature.

FDIC is a Federal Government corporation and is exempt from State sales tax. Therefore, it will not pay sales tax on invoices submitted to it that is charged by a Contractor.

5.1 (b) Labor Rates

For satisfactory performance of this contract, the FDIC will compensate Contractor at the hourly rate specified in Contractor's Pricing Schedule (included in Attachment 2 to this Contract) for actual productive work hours exclusive of travel time, vacation, holiday, sick leave and other absences. Contractor's hourly rates include any and all wages, overhead, general and administrative expenses and profit or fee.

FDIC is a Federal Government corporation and is exempt from State sales tax. Therefore, it will not pay sales tax on invoices submitted to it that is charged by a Contractor.

5.1.1 Compensation Ceiling

The compensation ceiling will be defined on a per task order basis.

Contractor must notify the Contracting Officer in writing, for each Task Order, when Contractor has incurred charges to the FDIC of seventy-five percent (75%) of the dollar amount of each Task Order.

5.1.2 Other Reimbursable Expenses

The FDIC will reimburse contractor for reasonable amounts for services purchased specifically for performing a Task Order under this Agreement, which are specifically identified in the Statement of Work, Task Order Proposal, or which have been approved in advance by the FDIC Contracting Officer. Reasonable costs shall be reimbursed on a straight pass-through basis with no surcharge or markup added by Contractor. The price of services must be adjusted by Contractor to deduct any credits, trade discounts, rebates or allowances received by, or credited to, Contractor. All purchases equal to, or greater than, Five Thousand Dollars (\$5,000), must be approved in advance by the FDIC Oversight Manager.

5.1.3 Travel Expenses

The FDIC will reimburse Contractor for necessary travel and per diem expenses ("Travel Expenses"), which include subcontractor travel expenses, if any, that do not exceed amounts allowable under the FDIC Contractor Travel Reimbursement Guidelines, a copy of which is attached to this Agreement as Attachment [5] and is incorporated herein by reference. All travel must be approved in advance, in writing, by the Contracting Officer or Oversight Manager unless such travel was set out in Contractor's Proposal which was accepted by the FDIC at the time of Agreement or Task Order award or modification. In no event will the FDIC separately reimburse Contractor, outside of the pricing set out in this Agreement, or Task Order issued thereunder, for any other costs or expenses it incurs in connection with its performance under this Contract, including fees for labor hours incurred while travelling to the work site.

5.1.4 Fees and Expenses of Subcontractors

The FDIC may pay amounts Contractor has been invoiced for labor hours actually worked, exclusive of travel time, vacation, holiday, sick leave and other absences, by its approved subcontractors in performing under any Task Order issued under this Agreement provided that its approved subcontractors' hourly rates and labor hours have been approved in advance by the FDIC Contracting Officer and provided that such amounts are a straight pass-through with no surcharge or markup added by Contractor.

5.2 Billing Instructions

The FDIC will compensate Contractor as follows:

5.2.1 General Provisions

All invoices must be submitted in accordance with the attached General

Provision, "Invoice Preparation and Submission." In addition to the invoicing requirements specified in Article 19 of the General Provisions, attached to this Contract, every invoice must designate the hours, the dollar amount and expenses billed by task requirement and for services provided on an hourly basis by individual and labor category. Certified copies of time sheets in support of direct labor charges for all contract employees. An allocation of all hours and expenses to Financial Institution Number (FIN) and Asset Name/Number must be provided by the Contractor. Contractor should also attach a summary of subcontracting expenses. This summary must include the approved percentage of subcontracting per the Contractor's approved subcontracting plan. Copies of subcontractor invoices and a summary of expenses paid to subcontractors for the billing period should be provided.

5.2.2 Contractor's Remittance Address

Contractor must include on the invoice Contractor's remittance address, as specified below, in addition to the information specified in the attached General Provision, "Invoice Preparation and Submission". The remittance address must be included on Contractor's invoice regardless of whether payment will be made by check or electronic funds transfer (EFT). Contractor must notify the FDIC Contracting Officer, in writing, of any changes to the following remittance address:

Contractor's Remittance Address: C. B. Richard Ellis, Incorporated
750 – 9th Street, NW, Ste. 900
Washington, DC 20001

5.2.3 Schedule for Invoicing

Contractor must submit invoices to the email address specified in Attachment [6] "Electronic Invoicing Instructions", with any appropriate supporting documentation so the FDIC can confirm acceptance. Invoices must be submitted within ten (10) days after the end of each month.

5.2.5 Certification of Contractor

Contractor must include on the invoice the following statement signed by an authorized company representative:

This is to certify that the Goods and Services set forth herein, were performed or delivered during the period stated.

Contractor's Authorized Representative

Date

5.2.6 FDIC Review

If errors are found on the invoices, the invoices will be returned to Contractor. When error-free invoices are received, the invoices will be processed for payment. Any discrepancies in the invoices will be resolved between the Contracting Officer and Contractor **PRIOR** to approval of the invoice by the FDIC. The Oversight Manager will review each invoice for reasonableness and accuracy prior to approving the invoice for payment.

5.3 Method of Payment-EFT

Payments by the FDIC under any Task Order may be made by check or electronic funds transfer (EFT) at the option of the FDIC. If the FDIC makes payment by EFT, the FDIC may, at its option, also forward the associated payment information by electronic transfer. As used in this section, the term "EFT" refers to the funds transfer and may also include the information transfer. For further information, please refer to paragraph 8 of the FDIC General Provisions.

ARTICLE VI. INSPECTION AND ACCEPTANCE

6.1 Inspection and Acceptance of Work Product

In accordance with the General Provision of this Agreement, "Inspection of Goods or Services," the FDIC will have forty-five (45) days from the date of Contractor's delivery of Work Product to determine if such Work Product is in compliance with the requirements of the Agreement and Task Order. Inspection by the FDIC will be conducted at FDIC's Dallas Regional Office, or at such other locations as may be determined by the FDIC, at FDIC's sole discretion.

6.2 Risk of Loss or Damage

Contractor retains title to all materials and equipment until receipt of the FDIC's written acceptance and payment after final inspection of the finished installation. Title may transfer at an earlier date but only upon written notice to Contractor by the Contracting Officer. Risks of loss or damage by fire or other causes to material or property ordered by Contractor are the sole responsibility of Contractor until acceptance by the FDIC. Contractor will be liable to the FDIC for any and all damage to FDIC-owned and FDIC-leased property as a result of this work.

ARTICLE VII. RIGHTS IN SOFTWARE AND SYSTEMS

7.1 Proprietary Interest and License in Software and Systems

The FDIC and Contractor agree that the FDIC has the exclusive and absolute right, title and interest in and to all systems and software owned by the FDIC, or otherwise obtained or

developed for the FDIC at its expense, and furnished to Contractor for use in the performance of Contractor's Services under this Agreement.

ARTICLE VIII. REPRESENTATIONS

8.1 Representations of Contractor

Contractor represents as follows:

- 8.1.1 The execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action of Contractor.
- 8.1.2 Contractor currently possesses all necessary licenses, permits and approvals required to execute, deliver and perform its duties under this Agreement and is qualified to do business in all jurisdictions where such qualification is required for Contractor's performance of its duties under this Agreement.
- 8.1.3 At the time of execution of this Agreement, there has been no change in any of the Certifications Contractor submitted to the FDIC with its proposal. Contractor agrees to notify the Contracting Officer immediately, in writing, of any change to Contractor's Certifications.

ARTICLE IX. RESERVED

ARTICLE X. INSURANCE COVERAGE

10.1 Liability Insurance

Contractor, before commencing work or permitting any subcontractor to commence work, must procure and maintain the following insurance or, should such insurance be canceled, the FDIC has the right to procure such insurance and the cost thereof will be deducted from monies then due or which thereafter become due to Contractor. Contractor may carry any additional insurance as it may deem necessary. Contractor will not be deemed to be relieved of any responsibility by the fact that Contractor carries insurance. The FDIC will require any contractor of the FDIC performing work on FDIC premises to carry and maintain, at no expense to the FDIC:

- A. Worker's Compensation and Employer's Liability Insurance in accordance with the applicable laws of the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. The policy limit under the Employer's Liability Insurance section must not be less than One Hundred Thousand Dollars (\$100,000) for any one accident; and

- B. Comprehensive Bodily Injury and Property Damage Liability Insurance covering the work, the performance of the work and everything incidental thereto, with Bodily Injury (including death) and Property Damage limits of not less than Five Million Dollars (\$5,000,000) per occurrence combined single limit. This policy must be endorsed to cover: Contractual liability coverage, completed operations coverage, broad form property damage endorsement and Contractor's protective liability coverage; and
- C. Automobile Public Liability and Property Damage Insurance, including coverage on owned, hired, and non-owned automobiles and other vehicles, if used in connection with the performance of the work, with Bodily Injury and Property Damage limits of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit; and
- D. Such other insurance as may be required elsewhere in the Agreement documents.

The FDIC must be named as Additional Insured under Contractor's Comprehensive Bodily Injury and Property Damage Liability and Automobile Public Liability and Property Damage Insurance coverage. Contractor's insurance must be primary.

10.2 Fidelity Bond Coverage

Contractor must obtain and maintain at all times during the Period of Performance of the Agreement fidelity bond (crime) coverage in the amount of at least Five Hundred Thousand Dollars (\$500,000.00). Contractor must provide the FDIC, no later than ten (10) calendar days after the date of execution of a Task Order issued under this Agreement, evidence of fidelity bond coverage. Such evidence of insurance may be (1) a binder or (2) a copy of the original policy. Contractor must also provide no later than ten (10) calendar days after the date of execution a Certificate of Insurance which must include the following mailing address and reference the Agreement number: TBD. Contractor must obtain and maintain such coverage with a responsible carrier or bonding company with a financial rating of at least B+ VI from A.M. Best or equivalent rating agency. The policy must cover all of Contractor's employees, partners, trustees, brokers, subcontractors, agents, affiliates or other representatives involved in the day-to-day performance of the Agreement, and must protect the FDIC against losses, including, without limitation, those arising from theft, embezzlement, fraud, or misplacement of funds, money, or documents. The FDIC must be named as "loss payee" and as an "additional insured" under Contractor's policy. Contractor agrees to notify the FDIC Contracting Officer in writing within five (5) business days of the first notice or proposal of cancellation, termination or modification of coverage which Contractor receives. Contractor may, in lieu of insurance coverage, obtain and deliver an unconditional, irrevocable letter of credit issued in the FDIC's favor by a financial institution acceptable to the FDIC for the dollar amount required for insurance coverage. The letter of credit must have an expiration date no earlier than sixty (60) days after the termination or expiration of the Agreement, as the Agreement may be extended.

10.3 Errors and Omissions Insurance

Contractor must obtain and maintain at all times during the Period of Performance of the Agreement, errors and omissions insurance coverage in the amount of at least One Million Dollars (\$1,000,000.00). Contractor must provide the FDIC, no later than ten (10) calendar days after the date of execution of a Task Order issued under this Agreement, evidence of errors and omissions coverage. Such evidence may be (1) a binder or (2) a copy of the original policy. Contractor must also provide, no later than ten (10) calendar days after date of execution, a Certificate of Insurance which must include the following mailing address and reference the Agreement number: TBD. Contractor must obtain and maintain such coverage with a responsible carrier with at least a financial rating of B+ VI from A.M. Best or equivalent rating agency. Contractor agrees to notify the FDIC Contracting Officer in writing within five (5) business days of the first notice or proposal of cancellation, termination or modification of coverage which Contractor receives. Contractor may, in lieu of insurance coverage, obtain and deliver to the FDIC an unconditional, irrevocable letter of credit issued in the FDIC's favor by a financial institution acceptable to the FDIC for the dollar amount required for insurance coverage. The letter of credit must have an expiration date no earlier than sixty (60) days after the termination or expiration of the Agreement, as it may be extended. The issuer, policy terms and forms and amounts of any errors and omissions insurance coverage, including applicable deductibles, must be satisfactory to the FDIC.

10.4 Certificates of Insurance

Contractor must have its insurance carrier or carriers certify to the FDIC that all insurance required is in force, such certificates to stipulate that the insurance will not be canceled or substantially changed without thirty (30) days prior notice by Certified Mail to the FDIC Contracting Officer. Contractor must, on request, permit the FDIC to examine original insurance policies.

10.5 Notice to the FDIC

Contractor must promptly advise the FDIC's authorized representative of all damages to property of the FDIC or of others, or injuries incurred by persons other than employees of Contractor in any manner relating, either directly or indirectly, to the work.

10.6 Cost of Insurance

Contractor's expenses in fulfilling the requirements of this Article IX will not be reimbursed by the FDIC.

ARTICLE XI. INDEMNITY

11.1 Contractor Indemnity

Contractor agrees to indemnify, hold harmless, and defend the FDIC in all of its capacities, and all of its officers, directors and employees against any and all claims, losses, penalties, fines, forfeitures, amounts paid in settlement, judgments, reasonable attorneys' fees and related litigation costs, fees and expenses which result from any act or omission constituting negligence, willful misconduct or breach of fiduciary duty by any officer, director, agent or employee of Contractor or its subcontractors in connection with Contractor's performance under this Agreement.

ARTICLE XII. CONFLICT OF INTEREST

12.1 Notice to the FDIC

Contractor must notify the Contracting Officer immediately whenever the work under this Contract conflicts with or appears to conflict with Contractor's obligation to another company or organization. Contractor must furnish sufficient details to permit evaluation of the situation. Contractor will not proceed with the performance of the work in question until written notification to do so is given by the Contracting Officer.

ARTICLE XIII. LEGAL REPRESENTATION

13.1 Relationship of Contractor and FDIC Legal Division

The Contractor is hereby designated as a limited agent of the FDIC Legal Division for the sole purpose of assisting the FDIC Legal Division in providing legal services relating to this Contract and ancillary to the performance of the Contractor's duties under this Contract. This designation is in addition to other designations created elsewhere in this Contract and is not intended to supplant the relationships with FDIC personnel created elsewhere in this Contract.

13.2 Contact Points

- (a) The FDIC shall designate an FDIC Legal Division Attorney to serve as the Contractor's primary point of contact with the FDIC Legal Division.
- (b) Contractor shall designate one member of its staff to serve as the FDIC Legal Division's primary point of contact with Contractor.

13.3 Contractor's Authority

- (a) *Subject to the provisions of this Article*, Contractor has the limited authority to select,

direct, monitor and pay outside counsel for necessary legal services, including initiating litigation, on legal matters arising from Contractor's obligations under this Contract when:

- (i) The estimated legal fees do not exceed \$50,000; and
- (ii) The value of the transaction or the amount of the claims involved in the matter is not greater than \$500,000.

For all other legal matters, the Contractor must obtain approval from the FDIC Legal Division to retain outside counsel.

Notwithstanding this limited grant of authority, the FDIC reserves the right to direct and control any legal matter and to modify these procedures, in its discretion.

- (b) The Contractor shall not commence any litigation or other legal proceedings, or continue any pre-existing litigation or other legal proceedings:
 - (i) Involving the foreclosure of a mortgage or deed of trust on single family residential property;
 - (ii) Against any financial institution identified by the FDIC in writing to the Contractor;
 - (iii) Against any insured depository institution that is in conservatorship or receivership;
 - (iv) Against any financial institution identified to the Contractor by the FDIC in which the FDIC, in any capacity, has existing obligations to provide assistance or indemnities;
 - (v) In connection with any matter involving one or more of the Special Issues listed in Section 13.8 below; or
 - (vi) Against any state or federal banking regulator,

without the prior written approval of the FDIC Legal Division.

- (c) Contractor shall notify the FDIC Legal Division about legal matters that are not within the general authority granted to the Contractor and shall coordinate with FDIC Legal Division the selection, retention, direction and monitoring of outside counsel, to the extent and in the manner it requests. To the extent that Contractor is required to obtain approval from the FDIC Division of Resolutions and Receiverships on particular matters or cases, which require the concurrence of the FDIC Legal Division under the delegations of authority, then Contractor shall obtain said concurrence from the FDIC Legal Division.

- (d) The FDIC may direct and control any legal action (including litigation, arbitration, or alternative dispute resolution procedure) relating to any matter, upon written notice to the Contractor. Upon receipt of notice, the Contractor shall promptly provide the FDIC Legal Division with copies of all pleadings and other pertinent documents and correspondence. The Contractor shall continue to direct the legal action and protect the FDIC's interests, and shall continue to process payments to outside counsel, until the FDIC Legal Division actually takes control of the action.
- (e) The FDIC Legal Division has sole authority to determine outside counsel conflicts-of-interest. If the Contractor perceives or is notified of any actual, apparent or potential conflicts-of-interest involving outside counsel, Contractor shall notify the FDIC Legal Division immediately.
- (f) The Contractor is prohibited from hiring any law firm (or any employee, partner or shareholder thereof) which has any financial interest in the Contractor without the prior written approval of the FDIC Legal Division. Financial interest includes, but is not limited to, ownership interest. The prohibition applies to the entire law firm regardless of whether an individual other than the employee, partner or shareholder with the financial interest in the Contractor is expected to perform the legal services.

IN WITNESS WHEREOF, each party has caused this instrument to be signed on its behalf by its duly authorized agent.

CONTRACTOR
 By: William F. Concannon
 WILLIAM F. CONCANNON
 Title: Vice Chairman, GCS
 Date: NOV. 13, 2008

FDIC
 By: Rochelle K. Nagel
 Rochelle K. Nagel
 Title: Contracting Officer
 Date: Nov 13, 2008

INDEX TO ATTACHMENTS

Attachment [1]: Statement of Work

Attachment [2]: Contractor's Proposal, or Amended Proposal, if any

Attachment [3]: FDIC General Provisions (*these can be obtained at the following website:
www.fdic.gov/buying/goods/formsdocuments/generalprovisions.doc
If they cannot be obtained, please contact the Contracting Officer for a hard
copy.*)

Attachment [4]: Sample Task Order

Attachment [5]: FDIC Contractor Travel Reimbursement Guidelines

Attachment [6]: Electronic Invoicing Procedures

ATTACHMENT 1
STATEMENT OF WORK

**OWNED REAL ESTATE (ORE)
MANAGEMENT AND MARKETING SERVICES**

STATEMENT OF WORK

Section I BACKGROUND

The Federal Deposit Insurance Corporation (FDIC) through its mandate as receiver for failed financial institutions acquires real property throughout the Continental United States, Alaska, Hawaii, Puerto Rico and the Virgin Islands. The Division of Resolutions and Receiverships (DRR) of the FDIC is seeking the Services of a Contractor, qualified to do business within these geographical locations to assist in the acquisition, research, preparations for marketing, management, marketing and final disposition of all types of real property (ORE).

The Contractor will comply with all applicable federal, state and local laws and regulations, including, without limitation, the Federal Fair Housing Act (42 USC 3600 et seq.) which provides, within the constitutional limitations, for fair housing throughout the United States.

Section II GENERAL SCOPE OF WORK

The services to be provided by the Contractor include, but are not limited to the following: a) assist the FDIC during the acquisition phase; b) prepare properties for marketing; c) manage real property until final disposition; d) market, sell, close or otherwise dispose of the properties; and, f) research potential ORE. The scope of work under each of these functions is more fully described below::

1. **Assist the FDIC during the Acquisition Phase** – Most of the ORE is acquired the failure of financial institutions (bank closings). Other sources of ORE are foreclosure actions, settlements, and as “discovered” assets. The bank closing aspect will require assisting the FDIC in developing a plan to handle ORE from a financial institution that has the potential to fail. It also requires attending the closing of the financial institution to inventory and gain control of the ORE and thereafter, either remain on site for specific period of time or move the files, management and marketing of the assets to the Contractor’s location at the sole discretion of the FDIC. Discovered ORE is a by product of previous liquidation activity conducted by the RTC/FDIC or fall out from failed financial institutions.

2. **Prepare Real Property for Marketing** – This phase encompasses ensuring that the FDIC is the owner of the property and that title can be conveyed. Also referred to as making the property “Marketable”. In addition, in this phase the Contractor is required to obtain services such as appraisals, broker’s price opinions, title work, environmental assessment, etc. that are required by the FDIC to ensure proper knowledge of the asset acquired and being disposed.
3. **Manage ORE** – The purpose of this phase is to secure and manage the ORE in a manner that will prevent erosion of value due to lack of adequate maintenance, lack of income, and to prevent property from becoming a health hazard and/or to address property that has become a health hazard. This phase also includes placing the ORE under the FDIC’s blanket insurance policy and the payment and protest of property taxes as required. Also, leasing, determine if partially finished property should be completed, oversee its completion, oversee property manager should it be a specialized or complex property.
4. **Market, Sell & Close** – In this phase the Contractor is expected to expose properties that are marketable to the broadest market possible, and to negotiate and dispose of them at the highest return possible within a reasonable period of time.
5. **Research Potential ORE** – This phase is directly related to the “Discovered” ORE. Typically the FDIC receives some 20-30 inquiries per month from investors or taxing jurisdictions claiming that the FDIC owns certain property. Each request will require searching the FDIC’s databases and warehouse records to ensure that the property was not previously disposed by the FDIC/RTC. Should title be vested in the FDIC’s name then, the property is prepared for marketing (Phase #2). Access to FDIC systems and records requires Contractor and subcontractor security clearances as described in Section 3.1 of the Agreement. In addition, access to specific FDIC Information Technology applications, may further require internal access requests that must be completed and granted in order to provide access.

The general description of the work above is further outlined in the attached Power Point slide presentation, attached as Appendix I.

Section III ORIGIN AND PROCESS FOR ADDING/DELETING PROPERTIES

Any assignment or removal of a property covered by this Agreement will be as provided below.

1. **Initial Inventory** - A copy of the FDIC’s existing ORE portfolio is attached hereto as Appendix II. Only ORE not under a fully executed sales contract at the time of the award will be added to this Agreement from the FDIC’s existing inventory of assets allowable

under this Agreement. However, it is noted that some pools may require a transition period from the existing contractors. Contractor will cooperate fully with the FDIC and its Contractors during the transition process.

2. **Discovered Assets** - Typically, the FDIC may discover 10-20 ORE assets a year from investor's inquiries or tax billings which reveal ownership in the FDIC or one of its predecessors, e.g. a failed financial institution. Due to the passage of time, most of these discovered assets usually have significant problems which need to be addressed before the property becomes marketable.
3. **Bank Failures** - The FDIC acquires a number of ORE from failed financial institutions. These properties may be located anywhere in the United States or its territories.
4. **Settlement/Compromises** - Occasionally real property is acquired through compromise settlements. These properties may also be located anywhere in the in the United States or its territories.
5. Properties may be added to or deleted from this Agreement at any time at the sole discretion of the FDIC.
6. Notification of any additions/deletions will take the form of a written Add/Delete Notification approved by the FDIC Contracting Officer and Oversight Manager. Multiple properties may be included in a single Notification.
7. For a property that has not sold and where the FDIC exercises its right to delete (pull) the property from this Agreement under the provisions listed above, the Contractor may reserve the names of any potential buyers developed and contacted by the Contractor during the time the property was covered by this Agreement. The list of buyers reserved for the deleted property shall be provided in writing to the FDIC no later than seven days (7) days following receipt of the FDIC's written Add/Delete Notification and simultaneous with the transfer of the property. If the property is subsequently sold by the FDIC to one of the buyers named on the reserved list within three (3) months of the date the property was pulled from this Agreement, e.g., the Effective Date of the Add/Delete Notification, the Contractor will be entitled to its full commission as stipulated hereunder as though the property had been sold while still covered under this Agreement.

Section IV NATURE OF SERVICES REQUIRED AND MINIMUM STANDARDS

The Contractor shall be responsible for taking all actions necessary to efficiently and effectively research, manage, market and sell, or otherwise dispose of, the properties covered under this Agreement to accomplish the following:

1. Ensure that the interests of the FDIC are maintained and protected. Provide the highest level of customer service to any individual or entity that interacts with the Contractor.
2. Manage the properties to ensure that property is: a) secured; b) accessible; c) property values are preserved by providing adequate maintenance; d) in compliance with city/county minimum health standards; and, e) address areas of potential liability.
3. Property is adequately insured under the FDIC blanket insurance policy and that taxes are reviewed and paid current should this be the recommended course of action. Further to protest assessed values as indicated in this Statement of Work.
4. Maintain and update an ORE database containing all active and sold ORE. The database should contain basic information required to manage, research, market and dispose ORE. The current fields used by the FDIC are reflected in Appendix III. FDIC reserves the right to modify these fields at any time, at FDIC's sole discretion. Also, the ability to monitor tax due dates and assessed values, pay taxes in a timely manner so as to avoid interest and penalties and protest assessed values as necessary.
5. Enhance the marketability of the properties covered hereunder and market properties in such a way as to maximize the sales proceeds and minimize the marketing costs.
6. Research "discovered" assets to ascertain the FDIC's ownership interest, if any.
7. Coordinate with other FDIC Contractors, such as Review Appraisers and Environmental Contractor, performing work that is directly related to ORE under this Agreement.
8. The Contractor acknowledges that FDIC may offer for sale and sell properties covered under this Agreement to purchasers not procured by the Contractor, and that the Contractor (during the term of the Agreement) shall be entitled to receive a commission in connection with any such sale by FDIC as set forth in the attached Agreement.

Section V DELIVERABLES AND SCHEDULED MILESTONES FOR THEIR DELIVERY

Part 1. ACQUISITION PHASE

1. **Bank Closings:** From time to time the Division of Resolutions & Receiverships (DRR) is called upon to act as a receiver for a failed financial institution. Some of those assets may consist of bank-owned premises (real estate used in the operations of the failed institution) as well as Other Owned Real Estate (real estate acquired by the failed financial institution by way of foreclosure or loan settlement).

Upon notice, the Contractor will provide qualified personnel to assist the FDIC conduct pre-closing planning and portfolio review to determine a disposition strategy should the institution fails. Upon failure of the institution, the Contractor will assist the FDIC in gaining control of the ORE inventory and commence the orderly management and disposition of these assets. This work may consist of any or all of the following:

- gathering information on each property and interviewing bank personnel,
- loading information the ORE database,
- compiling data into spreadsheets,
- printing reports,
- inspecting and securing ORE (refer to Part 4, Manage ORE, Item #1 for additional details on the initial inspection,
- ordering title work, appraisals, surveys, environmental reports, if required, and coordinate with the FDIC Environmental Specialist and third-party review appraiser when required,
- ordering environmental reports and surveys if required,
- locating and collecting ORE files,
- determining original bid prices or settlement amount in order to reconcile ORE book values to the general ledger,
- locating related loan files and collecting information relative to the ORE such as appraisals, inspections, property descriptions, etc.
- preparing ORE files, in accordance with FDIC's packaging and shipping security requirements (to be provided to Contractor under separate cover), and shipment of files to the Contractor's office , and;
- any other ORE duties related to researching, managing, marketing, and disposing this product.

Part 2. RESEARCH

1. **Discovered Assets:** From time to time the FDIC receives inquiries from the private and/or public sector for tax bills on property that is not carried on the FDIC's books. If ownership can be established in the FDIC's name, these assets are typically labeled "Discovered Assets". The FDIC's goal is to provide top quality customer service to the public and to respond to discovered asset inquires in a timely basis.
2. The responsibility of the Contractor is to conduct comprehensive research of the records and systems held by the FDIC, and public records to determine if the property is owned by the FDIC. Should the results of the research be that the FDIC is the owner of record; the property will be booked as a discovered asset, and managed and marketed until disposed. Should the research conclude that the property is not owned by the FDIC, the Contractor will provide evidence to the inquirer and public entities in an effort to correct the records.

Under the FDIC's guidelines, it is required to adequately expose the property in the open

market prior to accepting an offer. Therefore, this needs to be clearly conveyed to any party who brings a potential discovered property to the attention of the FDIC.

Discovered Asset Process:

- Inquiries are received either by phone, e-mail, or through documents mailed to the FDIC/Contractor. Given the number of inquiries that are received, the first step is to request the inquirer to provide proper documentation in the form of a legal documents (deed, title commitment, etc.) reflecting the FDIC as the owner of the property.
- The Contractor will create and keep current a database containing the status of the assets being researched and results obtained. The database should be capable of storing asset documentation in electronic format.
- The Contractor will review the documents provided and research the FDIC's systems that carry current and historical information on ORE assets to determine if the asset was previously resolved or if further research in the form of a title commitment is necessary.
- Upon receipt of the title commitment, the Contractor will determine if the FDIC is the owner of record
- Should the property be owned by the FDIC it will be booked as a discovered asset and sent to the Contractor's ORE Clearing/Processing Unit.
- However, should the research on the FDIC's systems and databases, or the title commitment reflect that the FDIC does not have an ownership interest; the Contractor will inform the inquirer (in writing) and make a reasonable effort to correct the public records.
- On occasion the Contractor may be asked to research the books and records of taxing jurisdictions, municipalities, and political subdivisions to determine if any real property remains under the various capacities of the FDIC, but not known to the FDIC.

Part 3. PREPARE PROPERTIES FOR MARKETING

Services required to be performed within fourteen (14) calendar days unless the Oversight Manager and Contracting Officer provide written approval of an extension:

1. Conduct initial on-site inspection and evaluation of any property added to the Agreement.
2. Obtain keys, secure all records and leases and convert locks to master key system.
3. Inspect all areas of the property and evaluate its condition. Address areas of concern affecting both marketing and potential liabilities. Determine if the property needs to be

- boarded up or if eviction proceedings are recommended.
4. Prepare a list of immediate repairs to preserve the value of the property.
 5. Take digital pictures of the property and complete an inspection report, a sample of which is included as Appendix IV.
 6. Obtain a title commitment or similar service to ascertain ownership and location of the property. Utilize a Statement of Work that contains, at a minimum, the items shown under Appendix V.
 7. Review title work and clear any title issues that would render title to the property unmarketable. Any title work that requires retention of a law firm must be referred under the FDIC Legal Division procedures, which are set out in the Basic Ordering Agreement in the article titled Legal Representation.
 8. Obtain a valuation or BPO from an independent fee appraiser or broker. Should a valuation be recommended or required, utilize the Statement of Work provided by the FDIC under Appendix VI as a guideline.
 9. Obtain environmental assessments including Checklist, Phase I, II or III reports from a licensed, independent environmental contractor. Hire a contractor to perform remediation when applicable and in conjunction with the FDIC guidelines with the approval and coordination of the FDIC Environmental Specialist. All work performed by the any environmental contractors could be subject to additional oversight by the FDIC Environmental Specialist in addition to the normal oversight under the terms of this agreement.
 10. Upload the assets into the ORE database; image all pertinent documents necessary to set up the electronic ORE Marketing/Management file.

Part 4. MANAGE ORE PROPERTIES

Initial Inspection: Within five (5) working days of acquiring a property, the Contractor shall conduct the initial on-site inspection and evaluation of property. Inspect all areas of the property and evaluate the condition. Address areas of concern affecting both potential liabilities and marketing. SECURE the property or determine if eviction proceedings are to be recommended. Take digital pictures of the property and complete an inspection report.

Services required to be performed within fourteen (14) calendar days unless otherwise stated herein, or an extension has been granted by the FDIC Oversight Manager and Contracting Officer:

ORE Management & Marketing Services
Statement of Work

1. Prepare an operating budget considering holding the property for 18 months. Determine if the property should be leased or kept vacant.
2. Prepare a list of immediate repairs to preserve the value of the property.
3. Take digital pictures of the property and complete an inspection report.
4. Within the guidelines established by the FDIC regarding authorization levels for such actions, correct conditions which are: a) a potential liability, b) in violation of local or state sanitary ordinances or codes, c) detrimental to the preservation of the property.
5. Identify all utility accounts by property/asset name and convert utility billings into the Contractor's name as independent contractor for either the FDIC as Receiver for (bank's name) or the subsidiary corporation.
6. Take action to immediately acquire any revenue or security deposits held by a previous property manager or those previously responsible for the property; notify all sources of revenue (tenants, vendors, etc.) regarding payment requirements and establish current rent roll including summary of outstanding delinquencies.
7. Prepare and maintain a listing of all personal property capital equipment and supply items, if any.
8. Notify and explain to tenants the rent collection procedures and meet with tenants and identify areas of concern.
9. Review all existing leases, and summarize lease information.
10. Notify all service contractors and review all existing service contracts, evaluate all existing suppliers and vendors, and make changes or adjustments to insure compliance with the Contract and the FDIC's requirements.
11. Obtain copies of any and all occupancy permits, when applicable.

Other required services and timelines

1. Document property condition (physical and administrative) on a monthly basis or as needed, given the location of the property and the ongoing vandalism activity in the neighborhood. Document the inspection report using the FDIC Property Inspection Form (refer to Appendix IV, Sample Property Inspection Report) or a similar inspection report agreed upon with the Oversight Manager.

ORE Management & Marketing Services
Statement of Work

2. Update the electronic ORE asset file on a regular basis with actions taken on the property and digital photographs taken during the inspection.
3. Monitor the approved 18 months Budget/Management plan on a monthly basis and make adjustments accordingly.
4. Together with the Marketing Group, prepare a plan to repair/clean up the property geared to enhancing the market appeal of the property strictly under a liquidation scenario. On income producing properties develop a leasing strategy to enhance each property's revenue production potential.
5. Implement maintenance programs geared to the specific needs of each property. Each program shall be designed to ensure that the routine preventive maintenance actions necessary to preserve the property's plumbing, mechanical and electrical systems are performing efficiently. The scope of each program, which shall be documented, may vary substantially depending upon the type of property involved (e.g., mowing and fence repair of vacant land to full service maintenance on tenant occupied properties).
6. Establish procedures for tenants' service requests, maintain work order logs, and provide all tenants with instructions regarding service calls.
7. Promulgate and administer rules and regulations necessary for the efficient operation of the property and the security, comfort and safety of tenants, including obligations imposed by condominium associations.
8. Develop a leasing plan for rental property and actively pursue and screen qualified applicants for new leases and lease renewals. Upon execution of a new lease or negotiation of a lease renewal, convert leases to the FDIC lease format.
9. Diligently collect all rents, initiate appropriate collection procedures for past due rents and, initiate and conclude evictions of delinquent tenants. Evictions that require the retention of a law firm must be conducted under the FDIC Legal Division procedures for handling legal matters; these are set out in the Basic Ordering Agreement in the article titled Legal Representation.
10. In accordance with the approved budget, insure that properties under the Agreement are maintained in a condition to present a clean, well-groomed appearance in order to ensure maximum "curb appeal" for both prospective and existing tenants.
11. Prepare work specifications and secure competitive bid proposals for routine maintenance services, tenant improvements, complete construction of property and any other matter related to the management and disposition of the property, recommend contract awards, negotiate and enter into maintenance/property management subcontracts in the capacity

as an Independent Contractor of the FDIC, provide direct supervision of all contracted services, evaluate compliance with contract specifications and administer payment under the terms of the contract. Contracted services to the property shall be documented monthly, and shall include before and after photos. Depending on the maintenance needs of each property, routine maintenance services may include:

- Security
- Landscape, Maintenance/Periodic Mowing
- Trash Removal
- Exterior Sweeping
- Janitorial
- Pest Control
- Snow Removal and Sanding
- Equipment Maintenance

12. Winterization of certain improved properties

13. Work with and provide assistance to the FDIC and its designees, including brokers, listing agents and others, in the liquidation of any property in this Agreement and provide appropriate support to help achieve maximum sales revenue.

Part 5. TAXES

This section relates to the services required of the Contractor to provide comprehensive property tax services and to protest (where applicable) the property's assessed value. The requested services will fall into two categories:

1. **Determine the Correct Amount of Property Taxes Owed on ORE** - Provide information and document the amount of property taxes owed on real property. Maintain and update a database to reflect the tax status on each property according to industry standards and similar to the tax information contained in the FDIC system known as ORES.

2. **Protesting Assess Values** – On a regular basis compare the assessed value to the appraised value and file tax protest on properties where the assessed value exceeds the appraised value by 20% or more, or where the potential tax savings/refund exceeds \$5,000. This service needs to be quoted separately and will be used on an as needed basis. If and when the Contractor is asked to protest a tax valuation the Contractor shall use its best efforts to preserve the FDIC's right to appeal assessments and pursue refunds for overpayments.

The Contractor shall provide the following property tax related services:

3. The Contractor shall address any existing or proposed tax collection actions such as delinquent tax bills, tax liens, tax foreclosures, tax sale dates or other collection efforts that may affect properties under this Agreement. The Contractor shall obtain, from the taxing authority, a copy of any notification of collection action.
4. The Contractor shall enter and maintain current tax information into their Database. For reporting purposes, properties shall be identified by the FDIC Asset number and the FDIC asset name. The Contractor shall update their Database to indicate the status of all pending tax appeals and other activities undertaken by the Contractor.
5. If the property taxes on ORE are delinquent, the Contractor shall obtain a tax statement showing the amount necessary to bring the delinquent taxes current. The statement should indicate separately, on a per year basis, the principal & interest, interest rate(s) being charged, penalties and per-diem amount for the next sixty- (60) days. ***By statute the FDIC is not liable for the payment of penalties and interest.***
6. If an assigned ORE property has been sold for nonpayment of taxes the Contractor needs to determine whether or not it is economically feasible to redeem the property.
7. The Contractor shall notify appropriate taxing authority offices changes in ownership when properties are sold or have been previously sold by the FDIC should it be a discovered asset. The information provided to the taxing jurisdictions should contain the purchaser's names and addresses, as well as a copy of the recorded documents.
8. The Contractor shall review the tax assessments for the current year and the previous year, and compare the assessed valuations to those of comparable properties, and to the FDIC's appraised value to determine whether the property is over-assessed.
 - The Contractor will file an assessed value appeal on those properties where the assessor's fair market value equals or exceeds one hundred twenty percent (120%) of the FDIC's most recent appraised value.

- Additionally, notwithstanding the 120% assessed value to appraised value threshold the Contractor shall protest assessed values when the anticipated tax saving or tax refund equals or exceeds \$5,000.00.
9. The Contractor shall determine if any of the assigned ORE properties are eligible for any type of property tax exemption, such as agricultural, horticultural, or other "open space" exemptions. The Contractor shall seek such exceptions, and will prepare and file the corresponding applications for such exemptions.
 10. In cases where property tax assessments have been reduced, the Contractor shall apply for refunds of property taxes overpaid in prior years by the FDIC. Refunds should be noted in the monthly reporting package.
 11. The Contractor should pursue refunds on properties where the FDIC paid taxes and a third party (purchaser, etc.) obtained refunds but did not remit the refund to the FDIC.
 12. The Contractor shall act as a consultant, and testify as an expert witness on behalf of the FDIC in any litigation pertaining to the assessed value of the properties. Fees will be covered under the Paragraph 2 of this section and FDIC travel regulations should there be travel involved.

Part 6. MARKETING

The Contractor shall complete the following marketing services for each property within the time specified below unless the particular service is determined to be inapplicable to a particular property.

1. Within 15 days of the property becoming marketable, install a "For Sale" sign reflecting the phone number of the entity responsible for selling the property.
2. Regularly inspect each property at least quarterly after the initial inspection is completed to determine any condition which might adversely affect the property's marketability and to ensure that the signage remains in place.
3. Initially or as otherwise required, provide a marketing plan for each property describing how the continuous listing and the inclusion of the property in a sealed bid or auction at ANY time during the term of the listing agreement should be conducted. Provide a profile of potential buyers and target markets. Upon request, the Contractor shall implement special marketing and disposition procedures required by the FDIC pertaining to properties falling under the special environmental resources guidelines; as well as, properties with environmental hazards that may require an Environmental Remediation Agreement to be implemented by prospective buyers.

4. Initially or as otherwise required, provide a budget of the total marketing expenses which will be covered under the asset disposition fee to be paid on this asset. The budget must specify the cost to develop marketing brochures/packages, flyers or postcards, Internet access, and other promotional activity necessary to market each property. The FDIC will only agree to absorb or assume additional marketing costs if these costs are related to an FDIC initiated/sponsored mass marketing event such as a Sealed Bid Sale or Auction.
5. Contractor must be knowledgeable of the FDIC requirements to market and sell property under the Affordable Housing Program. Information on the FDIC's Affordable Housing Program can be obtained at: www.fdic.gov/buying/owned/affordable. If you are unable to obtain this information, please contact the FDIC Contracting Officer for additional information.
6. Initially, or as otherwise required, at the Contractor's expense prepare a Property Information Package (PIP) for each property containing the following where applicable:

Informational Documents:

All Properties

- Executive Summary – a brief narrative description of the property, containing dimensions, topography, proximity locations, etc.
- Property location maps and plats or surveys, if available.
- Property pictures.
- Current property tax information.
- Zoning and flood plain data.
- Environmental reports, if available.
- The FDIC title commitment, title policy or other reliable evidence of ownership.

Improved/Commercial Properties (additional information)

- Leases and service contracts.
- Current rent rolls.
- Year-to-date income and expenses.
- Engineering reports, if available.

Interactive Documents:

- Appropriate Purchase and Sale Agreement with its Exhibits.
- Purchaser Eligibility Certification.
- Settlement Statement, if Full Purchase Price Purchase and Sale Agreement is utilized.
- Appropriate deed instrument.
- Confidentiality Agreement, if rent rolls, leases or other tenant information is

ORE Management & Marketing Services
Statement of Work

- included.
 - Any other state related documents such as lead base paint disclosure, riders, etc.
7. As required, develop marketing brochures, circulars, due diligence packages, sales aids, advertisements and any other forms of advertising appropriate for each property.
 8. Initiate an aggressive canvassing campaign to locate prospective purchasers and promptly review, analyze and service prospective purchasers as soon as identified. Procure references and make reasonable efforts to determine the reliability of all information provided by the prospective purchaser(s).
 9. Provide a market analysis considering the development of sales activity, past and present, in each property's sub-market, and show the sale potential of the property on a cash and owner financed basis. Update the ORE system periodically with marketing information.
 10. Throughout the marketing period, conduct advertising, place signs, carry out direct mailings, include the properties in Multiple Listing Service, include properties on the FDIC internet real estate asset sales site, etc., so as to afford full and complete coverage in the local, national and/or international market as appropriate.
 11. Provide brokerage services for those properties on which sale by broker is deemed the appropriate marketing method. The Contractor may retain other real estate licensed brokers or personnel affiliated with the Contractor (Sub-contractor) to assist in selling a property. The retention of other real estate brokers should only be used in areas where the Contractor does not possess adequate coverage to market the FDIC properties through the use of its own qualified and licensed real estate broker personnel.
 12. At all times cooperate with all licensed real estate brokers who have prospective purchasers for a property and endeavor to obtain written offers from such prospective purchasers.
 13. Ensure that dedicated personnel are assigned to each property that can be available to show the property on no more than one (1) business day's notice. The Contractor will show properties at the request of both, the FDIC or any prospective purchaser.
 14. Conduct open houses on a regular basis at the Contractor's expense, for improved properties.
 15. All offers shall be submitted on the standard FDIC Purchase and Sale Agreement form. The Contractor shall negotiate the terms of the sale with prospective purchasers. All Purchase and Sale Agreements must be complete, and must include all Exhibits including without limitation the Purchaser Eligibility Certification and Confidentiality Agreement

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(where applicable). All documents should be signed, executed and dated.

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16. The FDIC primary goal is to enter in to Sales & Purchase Agreements for cash; albeit, where the FDIC is not offering seller financing. Seller financing may be available on specific properties as designated by the Oversight Manager.
17. On a quarterly basis, review the existing portfolio to determine the practicability of holding mass marketing events such as sealed bid sales or auctions. Plan, coordinate, and execute such events to ensure market exposure and prompt disposition of the properties. Should this be an FDIC sponsored mass marketing event the Contractor will assist the FDIC by preparing PIPs, showing properties, mailing property information, collecting bids, etc.
18. Work with and provide assistance to the FDIC and its designees, including other contractors, the Review Appraiser, and others, in the liquidation or management of any property covered by this Agreement and provide appropriate support to help achieve maximum sales revenue.
19. Unless previously agreed in writing by the FDIC and the Contractor, pay all costs and expenses incurred including, but not limited to, all costs and expenses for long distance telephone calls, presentations to prospective purchasers, travel and entertainment in connection with the marketing and sale any property. The Contractor is expected, at its own expense, to regularly advertise (in any media) properties that are available for sale. The FDIC may opt to augment advertisement in particular for any mass marketing events sponsored by the Contractor.
20. Prepare work specifications and secure competitive bid proposals for marketing services where it is determined by the Contractor and the Oversight Manager that the marketing needs for a specific property can be better served by a separate or independent broker. Provide direct supervision of all subcontracted services, evaluate compliance with Contract specifications and administer payment under the terms of the Contract. Subcontracted marketing services shall be reported to the Oversight Manager monthly. Subcontracted services must be in compliance with Section VIII, below, and Article V of the Agreement.
21. Make no representations or warranties, whether oral or written, concerning any of the properties covered under this Agreement including, without limitation, the status of title, zoning, availability of utilities, ingress and egress, or condition of any improvement, unless such representations or warranties have already been supplied by the FDIC in writing.
22. Secure and safeguard sensitive information concerning any debtors, tenants, purchasers or other parties. Tenant information, where properties are leased, will only be released to qualified purchasers who have properly executed the FDIC's Confidentiality Agreement.

In all cases personal information on former debtors, tenants, purchasers and other interested parties will be kept in secure locations, safeguarded and only released to the Contractor employees on a "need to know" basis.

23. If requested, conduct purchaser and/or potential purchaser surveys to measure customer satisfaction with both the FDIC and the Contractor policies and procedures, response times, and other service characteristics. Tabulate results and present them to the Oversight Manager.

24. The Contractor needs to maintain electronic or hard copy files containing information such as but not limited to, listing price on each property; showing the initial marketing date; the current marketing method; showing the list or asking price; the number of times the property was shown during the past month; the number of PIP's distributed; all offers, inquiries or other activity; the sales agent currently assigned by the Contractor and their phone number; and any other information which may be requested by the Oversight Manager from time to time. The Contractor shall submit copies of any advertisement, promotional materials or brochures used to promote the sale of the properties. The list will also include the number of cold calls made with phone # and person contacted.

25. At least on a bi-weekly basis review and update the list of marketable properties carried in the FDIC's web site containing the following information:

- Property Name
- Property Type
- Property address
- Property county
- Property state
- Asking price
- Broker contact (Company & Agent)
- Broker phone
- Broker email address
- The Contractor contact (if different from Broker)
- The Contractor phone
- The Contractor email address
- Property brief description
- Special comments

Section V. REPORTING REQUIREMENTS

The Contractor shall provide to the Oversight Manager a copy of each report identified below. The Oversight Manager has the sole authority to waive reports for individual properties.

Part 1. GENERAL – Due monthly by the tenth (10th) day of the succeeding month:

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1. Account Officer Portfolio Report
2. Pending Sales Report
3. Monthly Closed Report / YTD Sales By Account Officer, Reflecting % of Sales to Appraised Value
4. Holding Time Report – Marketable & Unmarketable by Property Type by Appraised Value
5. Unmarketable Assets Report
6. Expenditure by Property Compared to Budget Showing Expenses Incurred to Date as a % of the Appraised Value
7. Insurance Y/N; Compare Insured Value to Appraised Value Express the Difference as a % of the Appraised Value
8. Compare Assess Value to Appraised Value express the Difference as a % of the Appraised Value
9. Report for Property Taxes Due by Assets in the Next 60 Days
10. Affordable Housing Clearing Report (if needed)
11. Properties Listed with Brokers w/Broker Information
12. Listing of Tax Foreclosures and City Ordinance Violations Received
13. Inspection Report Showing date of last inspection by the Management and Marketing Account officers
14. Sub-contractors Hired by Contractor

Part 2. DISCOVERED ASSETS - Due monthly by the tenth (10th) day of the succeeding month:

1. Number Inquires Received, Aging of Remaining Inquiries, Time Spent this Month, Cumulative Time Spent, Comments

Part 3. NEW ASSETS - Due monthly by the tenth (10th) day of the succeeding month and quarterly on the tenth (10th) day of the month following the end of each quarter:

1. Method of Acquisition for all assets acquired the preceding month, due by the 10th of the following month.
 - a. Method of Acquisition to include at the end of each calendar quarter, a compilation of the assets acquired in the last three months, on a month by month basis and a total of the last three months.

Part 4. MARKETING STATUS - Due monthly by the tenth (10th) day of the succeeding month:

1. Asset Name; Broker Name, Signage (Y/N); MLS (Y/N); Web Site (Y/N); Other

The FDIC shall have the option to amend the required contents of any report or change the reporting requirements at any time.

Part 5. ADDITIONAL REPORTS

1. Account Officer Review Report due monthly by the 10th of the following month.
2. Environmental Status Report due monthly by the 10th of the following month, including FDIC Environmental Codes.
3. Partial Ownership Report due monthly by the 10th of the following month (including ORE assets owned by Subsidiary Corporations, Limited Partnerships, Joint Ventures, Participations Purchased and Participations Sold.
4. Delinquent Tax Status Report covering all properties on which taxes have not been paid by the tax due date, due monthly on the 10th of the following month.
5. Lease Report, indicating all properties that have tenants, terms of the lease agreement, monthly rent and rental delinquency status, due monthly by the 10th of the following month.

Section VI ADDITIONAL REQUIREMENTS

Meetings and the Contractor's Availability: Periodic meetings with the Dallas Regional Office may be required at the request of the FDIC. The Contractor shall be required to be available electronically 24 hours a day, 7 days a week, including those holidays which are typically worked in real estate sales. The Contractor's telephone shall be answered live during the FDIC's core business hours of 8:00 a.m. to 5:30 p.m., C.S.T. or C.D.T., as applicable, Monday through Friday.

Section VII PERSONNEL CATEGORIES

ORE Closing Assistance Professional

The mid-management staff member is responsible for providing assistance to the Asset Manager Support Team concerning owned real estate (ORE) at a financial institution closing. This manager is charged with ensuring FDIC management's instructions and policies are fully complied with on an on-going basis. Areas of responsibility may include direct supervision of staff and/or provide required technical expertise and assistance to the staff. Accordingly, this member will manage routine changes in FDIC work load priorities in order

to meet desired results in a timely manner.

Minimum qualifications include:

- (a) Four year business, finance, accounting or equivalent degree from an accredited university and five (5) years or more of senior level managerial/supervisory experience in all aspects of real estate management and disposition.
- (b) Possess an excellent understanding of all aspects of asset management and disposition of large complex real estate assets and financial institution assets and liabilities.
- (c) Ability to read and understand financial institution accounting reports including the general ledger and all related sub ledgers, depreciation schedules, amortizing asset accounts, intangible assets and ORE related liabilities.
- (d) Ability to read, analyze and comprehend title insurance policies and title commitments, legal descriptions, contracts, boundary surveys, property inspection reports, broker opinions on value, appraisals, monthly broker reports, environmental reports and assessments, etc.
- (e) Demonstrated experience in working with brokerage and property management companies on complex assets and in maintaining and monitoring compliance with existing contractual obligations.
- (f) Ability to deal effectively and communicate with individuals at all levels.
- (g) Ability to exercise restraint and compassion toward former financial institution employees in sensitive and emotional situations.
- (h) Ability to maintain confidentiality concerning any information gathered or used to compile reports and ensure proper safeguards are in place to protect any data being reviewed by his assigned team.
- (i) Demonstrated experience in implementation of policy and procedures.
- (j) Ability to conduct training programs, internally and externally.
- (k) Skill in the preparation of routine reports and forms.
- (l) Skill in the use of standard office equipment, i.e., copiers, faxes, typewriters and calculators.
- (m) Proficiency in Microsoft's Office Suite Products (Word, Excel, Access and the like) and the ability to quickly learn standardized software.
- (n) Ability to review and critique the work papers prepared by support staff to ensure accuracy and compliance with FDIC policies.
- (o) Ability to manage product work flow of staff in order to achieve timely results given FDIC priorities through monitoring staff work loads and moderating tasks assignments.

Title Research and Clearing Senior Professional

The mid-management staff member is responsible for the daily operations of the title

research and clearing area. This manager is charged with ensuring FDIC management's instructions and policies are fully complied with on an on-going basis. Areas of responsibility may include direct supervision of staff and/or provide required technical expertise and assistance to the staff. Accordingly, this member will manage routine changes in FDIC work load priorities in order to meet desired results in a timely manner.

Minimum qualifications include:

- (a) Ten (10) years of well rounded experience in the property title research and clearing field. Including a strong understanding of legal issues affecting property title and the curative measures that need to be taken to ensure marketable title. Excellent understanding as to how the property records and title companies operate and how to obtain required information from these entities in order to research and clear property title in a timely and accurate manner.
- (b) ability to read and analyze legal descriptions, all relevant legal documents, boundary surveys, etc. in order to determine accurate property ownership, identify title issues and implement title curative measures.
- (c) Ability to deal effectively and communicate with individuals at all levels.
- (d) Demonstrated experience in implementation of policy and procedures.
- (e) Ability to conduct training programs, internally and externally.
- (f) Proficient in the use of personal computer and Microsoft software including Excel, Word, Access and other database programs.
- (g) Ability to manage product work flow of staff in order to achieve timely results given FDIC priorities through monitoring staff work loads and moderating tasks assignments.

Title Research & Clearing Professional:

Shall provide daily technical expertise and assistance to the staff.

Minimum Qualifications shall include:

- (a) Minimum five (5) years of experience in curative real estate title issues'
- (b) Possess a working knowledge of how property record and tax jurisdiction offices operate and how to effectively access the information maintained by these agencies in order to identify, describe and obtain the supporting documents required to attest ownership interest.
- (c) Strong written and oral communication skills.
- (d) Ability to effectively deal and communicate with individuals at all levels.
- (e) Proficient in the use of personal computer and Microsoft software including Excel, Word, Access and other database programs.

Title Research Junior Professional:

Responsible for conducting the daily detailed tasks related to title research and real estate title curative operations. Maintain a close relationship to the day-to-day activities of the supervisor and staff. Performs varied analytical and administrative duties requiring general knowledge of the real estate business as it relates to title research and clearing title.

Minimum Qualifications will include:

- (a) Minimum 3 years working with a title company.
- (b) Basic knowledge of the real estate title issues.
- (c) Ability to effectively deal and communicate with individuals at all levels.
- (d) Demonstrated ability to accurately follow oral and/or written instructions.
- (e) Demonstrated skill in the preparation of routine analysis and reports.
- (f) Knowledge of technical and financial terminology to properly classify materials.
- (g) Demonstrated skill in the operation of a personal computer and Microsoft software such as Word, Excel and Access.

Section VIII SUBCONTRACTS

Contractor must maintain a written program for insuring all third-party services reimbursed by the FDIC are acquired at competitive prices. This includes maintaining appropriate documentation and files available to the FDIC, or its designee, for inspection. In order to qualify for cost reimbursement, Contractor must comply with section 5.1.2 of the Agreement, Other Reimbursable Expenses. All expenditures equal to, or greater than \$5,000, must be approved in advance by the FDIC Oversight Manager.

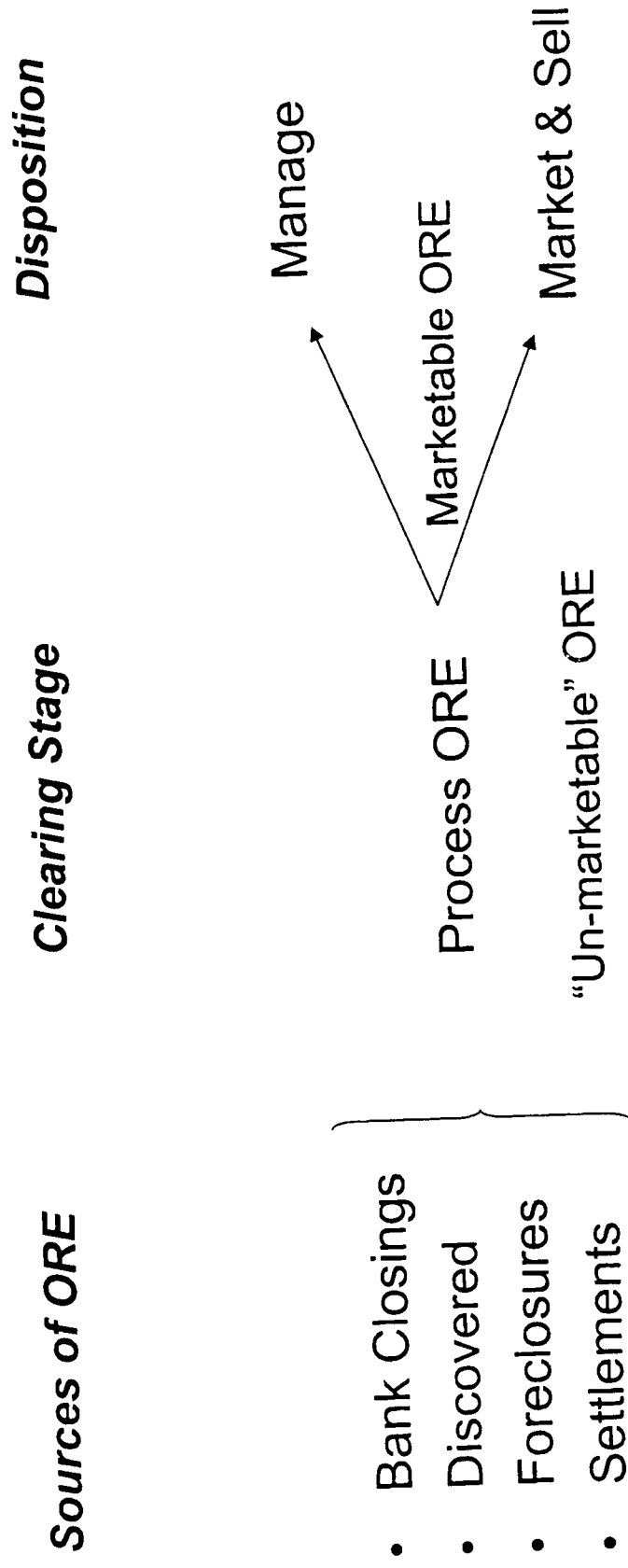
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List of Attachments:

- Appendix I: Life Cycle of ORE
- Appendix II: Current Inventory FDIC ORE Properties (To be provided at a later date)
- Appendix III: ORE System Data Fields (To be provided at a later date)
- Appendix IV: Sample Inspection Reports
- Appendix V: Sample SOW – Title Report (To be provided at a later date)
- Appendix VI: Sample SOW – Broker Price Opinion (BPO)

APPENDIX I
LIFE CYCLE OF O.R.E.

Appendix I – Life Cycle of ORE



Clearing Stage - Process ORE

- Determine Ownership
- Create File
- Book into ORE System
- Order Basic Services
 - Appraisal/BPO
 - Environmental
 - Insurance
 - Survey (if necessary)
- Clear Title to Make ORE Marketable

Manage ORE

- Inspect the property to determine overall management strategy
 - Maintain or Demolish
 - Immediate repairs needed
- Secure the property
- Manage the property to maintain its value
 - Develop leasing strategy
 - Winterize, maintain in salable condition

Market & Sell

- Inspect property & neighborhood
- Install “For Sale” Sign
- Provide a BPO & prepare a PIP
- Recommend a list price & marketing strategy
- Place property on MLS & internet sites
- Advertise
- Conduct open houses
- Place properties in Mass Marketing Events

Market & Sell

- Monitor market response and recommend adjustments
- Negotiate offers
- Execute contracts
- Close transactions
- Post proceeds to system
- Update & close files
- Send files to warehouse

APPENDIX II
CURRENT INVENTORY OF O.R.E.
(TO BE PROVIDED)

APPENDIX III
ORE SYSTEM DATA FIELDS
(TO BE PROVIDED)

APPENDIX IV

**SAMPLE
PROPERTY INSPECTION REPORT**

COMMERCIAL PROPERTY INSPECTION REPORT

Inspection Co.: _____	Management Co.: _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Telephone #: _____	Telephone #: _____
Inspector (Print): _____	Contact Name: _____

Asset Number: _____ Property Name: _____
Inspection Date: _____ (mm/dd/yyyy) Address: _____
FDIC Contact: _____ City/State/Zip: _____

General Information

Property Type: **COMMERCIAL PROPERTY INCLUDING HOTELS, OFFICE BUILDINGS, APARTMENTS, INDUSTRIAL WAREHOUSES AND MANUFACTURING FACILITIES.**

Land Area: _____

Structural Improvements: _____

Building Area: _____

Number of Units: _____

Known or Observed Code Violations: _____

Known or Observed Environmental Conditions: _____
(Check for Spills, Contaminated Soil, Chemicals) _____
(Check for Asbestos Tile, Insulation, etc.) _____
(Check for Fuel Tanks Above or Below Ground) _____
(Check for Landfills & Environmental Hazard Signs) _____

Photos Taken and Submitted? _____ (Y/N)

Name of on-site Property Manager: _____
(Name, Address, Phone)

Comments:

List all parties with access to or possession of keys or lockbox combinations:

Are all structures secured? _____ (Y/N)

Is the property winterized? _____ (Y/N)

If not secured or winterized, list all security issues that need corrective action:

Inspected By: _____ (Sign)

Inspection Date: _____

Occupancy

Is the Property occupied, vacant/open, vacant/locked, boarded? _____

What is the properties condition? (Good, Fair, Poor): _____

Occupant(s) - List tenants or other occupants by unit number (List all units and indicate if vacant):

<u>Name</u>	<u>Unit Number</u>	<u>Phone Number</u>	<u>Tenant/Previous Debtor</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If more occupants are present, attach additional Pages)

Comments:

I. PROPERTY DESCRIPTION

Briefly Describe the Property:

II. EXTERIOR OF THE STRUCTURE(S)

A. Structure(s)

i. Type: _____

ii Condition: _____

B. Painted Surfaces:

i. Type: _____

ii. Condition: _____

C. Foundation:

i. Type: _____

ii. Condition: _____

D. Exterior Glass Condition: _____

E. Roofs:

i. Type: _____

ii. Condition: _____

F. Air Conditioning Units:

i. Brands: _____

ii. Tonnage: _____

iii. Condition: _____

II. EXTERIOR OF THE STRUCTURE(S) CONT'D

G. Shipping or Loading Docks:

- i. Type _____
 - ii. Condition _____
 - iii. Are loading dock doors secure? _____
- Comments: _____

H. Type of Water System:

- i. Type: _____
- ii. Condition: _____

I. Type of Sewer/Septic System:

- i. Type: _____
- ii. Condition: _____

J. Parking Lots:

- i. Type: _____
 - ii. Condition: _____
 - iii. Any Chuck (Pot) Holes? _____
 - iv. Are curbs broken? _____
 - v. Do they need to be seal coated? _____
 - vi. Do they need to be re-striped? _____
 - vii. Are there any abandoned vehicles? _____
 - viii. Is there any covered parking? Carports? _____
- Comments: _____

K. Landscaping:

- i. Overall condition: _____
 - ii. Is it neat and clean? _____
 - iii. Is it adequate? _____
 - iv. Are the beds turned? _____
 - v. Are there flowering bed plants? _____
 - vi. Is the property properly watered? _____
- Comments: _____

L. Trash Removal System:

- i. Frequency of collection: _____
- ii. Size of containers: _____
- iii. Are they in good condition? _____

M. Signage:

- i. Type: _____
- ii. Condition: _____
- iii. Is it adequate for the circumstances? _____

N. List Exterior Personal Property: _____

List Debris Requiring Removal: _____

_____	_____
_____	_____
_____	_____

If condition is less than acceptable, describe deficiencies:

III. INTERIOR OF THE STRUCTURE(S):

A. Vacant Units:

- i. How many? _____
 - ii. Is it shell space or improved space? _____
 - iii. Has it been trashed out? _____
 - iv. Is it in showable condition? _____
- Comments: _____

III. INTERIOR OF THE STRUCTURE(S) CONT'D:

B. Entry Doors:

- i. Type: _____
- ii. Condition: _____

C. Interior Walls:

- i. Type: _____
- ii. Condition: _____

D. Mechanical System (If Common Utilities) or Systems:

- i. Describe: _____
- ii. How many units? _____
- iii. Cleanliness: _____
- iv. Are there any fire extinguishers? _____
- v. Were any flammable materials stored nearby? _____

E. Basement:

- i. Is there a Basement? _____
- ii. Is it neat and clean? _____
- iii. Are all items properly stored? _____
- iv. Are any flammable materials stored there? _____

- F. List Interior Personal Property:** _____ **List Debris Requiring Removal:** _____
- _____
- _____
- _____

If condition is less than acceptable, describe deficiencies:

IV. ADDITIONAL PROPERTY INSPECTION COMMENTS

A. Maintenance Room:

- i. Is there a maintenance room? _____
- ii. Is it neat and clean? _____
- iii. Are all items properly stored? _____
- iv. Are any flammable materials stored there? _____
- v. Is there a fire extinguisher? Is is properly installed? _____

B. Liability Issues:

- i. Fencing around loading, manufacturing areas, pools, etc.: _____
- ii. Balcony/Catwalk issues: _____
- iii. Railing issues: _____
- iv. Stair conditions: _____
- v. Fire escape issues: _____
- vi. Smoke detector issues: _____

C. Other Notes:

D. Location: _____

How Does the Location affect the value? _____

E. Marketing:

- i. How does the property present itself? _____

V. OTHER COMMENTS: (Special Issues)

Instructions: Fill in all items pertaining to the type of property. If the item does not apply, write N/A. If the information is not obtainable, write N/O. Be as complete as possible and do not abbreviate any response. Use attachments for responses requiring additional space. Use "Enter" key to move around on protected sheet!

VI. PICTURES TAKEN

[Insert hard copies and add pages for file copy OR Attach electronically]

LAND PROPERTY INSPECTION REPORT

Inspection Co.: _____	Management Co.: _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Telephone #: _____	Telephone #: _____
Inspector (Print): _____	Contact: _____

Asset Number: _____ Property Name: _____

Inspection Date: _____ (mm/dd/yyyy) Address: _____

FDIC Contact: _____ City/State/Zip: _____

General Information

Property Type: LAND, ALL TYPES INCLUDING LAND ZONED COMMERCIAL, RESIDENTIAL, FARMLAND, ETC.

Land Area: _____

Known or Observed Code Violations: _____

Known or Observed Environmental Conditions: _____
(Check for Spills, Contaminated Soil, Chemicals) _____
(Check for Water Accumulation, Wetland Areas) _____
(Check for Fuel Tanks Above or Below Ground) _____
(Check for Landfills & Environmental Hazard Signs) _____

Comments:

Photos Taken and Submitted? _____ (Y/N)

Inspected By: _____ (Sign)

Inspection Date: _____

I. PROPERTY DESCRIPTION

Briefly Describe the Property:

[Empty box for property description]

II. PROPERTY OBSERVATIONS

A. Accessibility:

- i. Is the property accessible from a road? _____
- ii. What is the condition of the road? _____
- iii. Can a vehicle enter onto the property? _____
- iv. Is the property landlocked? _____
- v. Are there sidewalks? _____

Comments:

[Empty box for accessibility comments]

B. Fencing:

- i. Is part/all of the property fenced? Front? _____ Back? _____ Sides? _____
- ii. What portion is fenced? Front? _____ Back? _____ Sides? _____
- iii. Fence Type: Front? _____ Back? _____ Sides? _____
- iv. Condition of the fence(s): Front? _____ Back? _____ Sides? _____

Comments:

[Empty box for fencing comments]

C. Visibility:

- i. Is the property visible from a road? _____
- ii. What portion of the property is visible? _____

Comments:

[Empty box for visibility comments]

D. Signage:

- i. Type:
 - a. For Sale Number: _____ Size: _____ Condition: _____
 - b. No Trespass/Dumping Number: _____ Size: _____ Condition: _____
 - c. Other Number: _____ Size: _____ Condition: _____
- ii. Visibility: _____
- iii. Is signage adequate for the circumstances? _____

Comments:

[Empty box for signage comments]

E. Mowing Status:

- i. Has the property been mowed? _____
- ii. Is the property located in a zoned area or a community? _____
- iii. Is the property in compliance with local mowing laws? _____

Comments:

[Empty box for mowing status comments]

F. Improvements:

- i. Have any improvements been made to the property? _____
- ii. Are they habitable? _____
- iii. Do they constitute a nuisance? _____
- iv. Are they secure? _____

Comments:

[Empty box for improvements comments]

II. PROPERTY OBSERVATIONS CONT'D

G. List Personal Property: _____

List Debris Requiring Removal: _____

If condition is less than acceptable, describe deficiencies:

III. ADDITIONAL PROPERTY INSPECTION COMMENTS

A. Liability Issues:

- i. Ponds, pools, water retention areas: _____
- ii. Steep terrain: _____
- iii. Hunting: _____
- iv. Well traveled trails: _____
- v. Other evident hazards: _____
- vi. Fencing required: _____

Comments:

B. Other Notes:

D. Location: _____

How Does the Location affect the value? _____

E. Marketing:

i. How does the property present itself? _____

V. OTHER COMMENTS: (Special Issues)

Instructions: Fill in all items pertaining to the type of property. If the item does not apply, write N/A. If the information is not obtainable, write N/O. Be as complete as possible and do not abbreviate any response. Use attachments for responses requiring additional space. Use "Enter" key to move around on protected sheet!

VI. PICTURES TAKEN

[Insert hard copies and add pages for file copy OR Attach electronically]

RESIDENTIAL PROPERTY INSPECTION REPORT

Inspection Co.: _____	Management Co.: _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Telephone #: _____	Telephone #: _____
Inspector (Print): _____	Contact Name: _____

Asset Number: _____ Property Name: _____

Inspection Date: _____ (mm/dd/yyyy) Address: _____

FDIC Contact: _____ City/State/Zip: _____

General Information

Property Type: **RESIDENTIAL (SFR, CONDO, 1-4)**

Land Area: _____

Structural Improvements: _____

Building Area: _____

Number of Units: _____

Known or Observed Code Violations: _____

Known or Observed Environmental Conditions: _____
(Check for Asbestos, Tile or Insulation, Lead Paint)

Name of Condo/Homeowners Assoc.: _____

Photos Taken and Submitted? _____ (Y/N)

Name of on-site Property Manager: _____
(Name, Address, Phone)

Comments:

List all parties with access to or possession of keys or lockbox combinations:

Are all structures secured? _____ (Y/N)

Is Property Winterized? _____ (Y/N)

If not secured or winterized, list all security issues that need corrective action:

Inspected By: _____

Inspection Date: _____

Occupancy

Is the Property occupied, vacant/open, vacant/locked, boarded? _____

What is the properties condition? (Good, Fair, Poor): _____

Occupant(s) - List Tenants or other occupants by unit number (List all units and indicate if vacant):

<u>Name</u>	<u>Unit Number</u>	<u>Phone Number</u>	<u>Tenant/Previous Debtor</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If more occupants are present, attach additional Pages)

Comments:

I. PROPERTY DESCRIPTION

Briefly Describe the Property:

II. EXTERIOR OF THE STRUCTURE(S)

A. Structure(s):

i. Type: _____
ii Condition: _____

B. Painted Surfaces:

i. Type: _____
ii. Condition: _____

C. Foundation:

i. Type: _____
ii. Condition: _____

D. Exterior Glass Condition: _____

E. Roofs:

i. Type: _____
ii. Condition: _____

F. Air Conditioning Units:

i. Brands: _____
ii. Tonnage: _____
iii. Condition: _____

Comments: _____

G. Type of Water System:

i. Type: _____
ii. Condition: _____

II. EXTERIOR OF THE STRUCTURE(S) CONT'D

H. Type of Sewer/Septic System:

i. Type: _____
Condition: _____

I. Parking Lots:

i. Type: _____
ii Condition: _____
iii. Any Chuck (Pot) Holes? _____
iv. Are curbs broken? _____
v. Do they need to be seal coated? _____
vi. Do they need to be re-striped? _____
vii. Are there any abandoned vehicles? _____

Comments: _____

J. Landscaping:

i. Overall condition: _____
ii. Is it neat and clean? _____
iii. Is it adequate? _____
iv. Are the beds turned? _____
v. Are there flowering bed plants? _____
vi. Is the property properly watered? _____

Comments: _____

K. Trash Removal System:

i. Frequency of pick-up: _____
ii. Size of containers: _____
iii. Are they in good condition?: _____

L. Signage:

i. Type: _____
ii. Condition: _____
iii. Is it adequate for the circumstances? _____

M. Pool

i. Approximate Size: _____
ii. Condition: _____
iii. Diving Board/Slide? _____
iv. Appearance/Upkeep? _____
v. Security/Fencing? _____
vi. Lifeguard/"At Risk" Signs? _____

N. List Exterior Personal Property: _____

List Debris Requiring Removal: _____

If condition is less than acceptable, describe deficiencies:

III. INTERIOR OF THE STRUCTURE(S):

A. Smoke Detectors:

Location:	Operational?:
1 _____	1 _____
2 _____	2 _____
3 _____	3 _____
4 _____	4 _____

Comments: _____

III. INTERIOR OF THE STRUCTURE(S) CONT'D:

B. Utilities:

i. Water:	_____	(Y/N)	_____	(Y/N)
ii. Gas:	_____	(Y/N)	_____	(Y/N)
iii. Electric:	_____	(Y/N)	_____	(Y/N)
iv. Phone:	_____	(Y/N)	_____	(Y/N)
v. Cable:	_____	(Y/N)	_____	(Y/N)

Connected/Disconnected

C. HVAC Systems:

i. Describe: _____

ii. How many units? _____

iii. Operational?: _____ (Y/N)

D. Bedrooms:

Size:	Condition:
1 _____	1 _____
2 _____	2 _____
3 _____	3 _____
4 _____	4 _____
5 _____	5 _____

E. Bathrooms:

Size:	Condition:
1 _____	1 _____
2 _____	2 _____
3 _____	3 _____
4 _____	4 _____

F. Garage/Storage Units:

Size:	Condition:
1 _____	1 _____
2 _____	2 _____
3 _____	3 _____
4 _____	4 _____

G. Other Rooms:

Description:	Size:	Condition:
1 _____	1 _____	1 _____
2 _____	2 _____	2 _____
3 _____	3 _____	3 _____
4 _____	4 _____	4 _____
5 _____	5 _____	5 _____

H. Basement:

i. Is there a Basement? _____

ii. Is it neat and clean? _____

iii. Are all items properly stored? _____

iv. Are any flammable materials stored there? _____

I. List Interior Personal Property:

List Debris Requiring Removal: _____

If condition is less than acceptable, describe deficiencies:

IV. ADDITIONAL PROPERTY INSPECTION COMMENTS

A. Liability Issues:

i. Is fencing needed to secure any of the property? _____

ii. Balcony/Catwalk issues: _____

iii. Railing issues: _____

iv. Stair conditions: _____

v. Fire escape issues: _____

vi. Smoke detector issues: _____

IV. ADDITIONAL PROPERTY INSPECTION COMMENTS CONT'D

Comments:

B. Location:

How Does the Location affect the value?

C. Marketing:

i. How does the property present itself?

V. OTHER COMMENTS: (Special Issues)

Instructions: Fill in all items pertaining to the type of property. If the item does not apply, write N/A. If the information is not obtainable, write N/O. Be as complete as possible and do not abbreviate any response. Use attachments for responses requiring additional space. Use "Enter" key to move around on protected sheet!

VI. PICTURES TAKEN

[Insert hard copies and add pages for file copy OR Attach electronically]

APPENDIX V

SAMPLE SOW – TITLE COMMITMENT

(TO BE PROVIDED)

STATEMENT OF WORK
TITLE INSURANCE COMMITMENT

The FDIC requires an original Title Insurance Commitment in the amount of \$25,000.00. The buyer is to be determined. The commitment is based on the property described in the attached documents.

This request is for a Commitment for the issuance of a permanent title insurance policy. The commitment shall include the following:

1. Underwriter's name.
2. An original signature of the issuing title agent.
3. Tax report showing all delinquent taxes, penalty and interest, including all tax/parcel ID numbers.
4. Copies of all recorded documents referred to in the Commitment, and a copy of the deed vesting title in the record owner.
5. Copy of the tax map and subdivision plat.

ALL COPIES MUST BE LEGIBLE.

Please note: This is not an order for a title report, title run, title sketch, run sheet or attorney's opinion. The FDIC will not pay for any work that is not submitted in accordance with the above requirements.

APPENDIX VI

SAMPLE SOW – BROKER PRICE OPINION

BROKER'S PRICE OPINION

STATEMENT OF WORK

Broker shall present an Opinion of Value which meets the following requirements:

1. Include two (2) copies of the Broker's Opinion of Value report (the "Report) with original signatures and seal (if applicable). The Broker must submit one (1) original invoice for this Broker's Opinion of Value assignment and two (2) copies of such invoice along with the Report.
2. Be sufficiently descriptive to enable a reviewer to ascertain the estimated value reported and the rationale for the estimate without going beyond the Report or supporting documentation. The Report shall be competent, adequate, credible and not misleading.
3. Provide the extent of detail and analysis that is commensurate with the complexity of the assignment, including, but not limited to, the following:
 - a) neighborhood description
 - b) description of the Subject Property
 - c) current market data, three (3) comparable sales and three (3) comparable listings
 - d) marketing time for the Subject Property
4. Include all of the following tax information on the Subject Property:
 - a) most current assessed value
 - b) current tax rates
 - c) property ID#/appraisal district ID#
 - d) proposed assessment
 - e) proposed tax rates
 - f) taxes paid/past due
5. Include photographs of the Subject Property in the Report.
6. Include verbatim in the Report and any other written opinion prepared by the Contractor relating to this engagement the following written disclosure:

"THIS IS AN OPINION OF VALUE OR A COMPARATIVE MARKET ANALYSIS AND SHOULD NOT BE CONSIDERED AN APPRAISAL. In making any decision that relies upon my work, you should know that I have not followed the guidelines for development of an appraisal or analysis contained in the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation."
7. Both the Report and the Invoice must contain the Purchase Order Number.

ATTACHMENT 3

FDIC GENERAL PROVISIONS

*These can be obtained at the following website:
<http://www.fdic.gov/buying/oods/index.html>
(If they cannot be obtained, please contact the
Contracting Officer for a hard copy)*

ATTACHMENT 4
SAMPLE TASK ORDER

FEDERAL DEPOSIT INSURANCE CORPORATION

BASIC ORDERING AGREEMENT NUMBER: XXXXXXXX

TASK ORDER NUMBER: XXX

EFFECTIVE DATE: [REDACTED]

THE PARTIES

Contractor:
Attention:
Address:

Federal Deposit Insurance Corporation
Attention: Contracts Specialist
Address:

SUMMARY OF SERVICE

[REDACTED]

MUTUAL ASSENT

The Federal Deposit Insurance Corporation ("FDIC") hereby enters into this Task Order with the party stated above ("Contractor"). Contractor agrees to provide the goods or services stated herein according to the terms of this Task Order, its proposal, and in accordance with the terms and conditions of the above-referenced Agreement. The Parties, by their signatures affixed hereto, agree to the terms of this Task Order.

CONTRACTOR

FDIC

Signature Date

Signature Date

Name (Typed or Printed)

Name (Typed or Printed)

Title

Title

TASK ORDER NUMBER [REDACTED]

Therefore, in accordance with the mutual assent and other consideration, Contractor must perform the services or supply the goods pursuant to the terms and conditions stated below.

1. Basic Ordering Agreement Number and Title of Agreement.

2. Scope of Service.

Contractor must . . . [REDACTED] Describe the work to be performed or goods to be provided. Include the specific details of the work, level of the firm's responsibility, expected starting projections, level of FDIC oversight, and

3. Period of Performance.

The period of performance begins on the Effective Date of this Task Order and continues through [REDACTED]

4. Place of Delivery or Performance.

5. Deliverables.

6. Compensation.

The Not To Exceed ceiling amount for this Task Order is [REDACTED] to be filled in by the FDIC upon Task Order award [REDACTED] in accordance with the terms of the Agreement after the successful completion/delivery of the services/deliverables by Contractor and acceptance of the services and/or deliverables by the FDIC as outlined in the Scope of Services and successful completion of any additional requirements in the Agreement. FDIC will not pay more than the ceiling amount and any additional work must not be performed without the written approval of the Contracting Officer.

The personnel qualifications defined in the contract will be used to administer this contract for both Contractor and Subcontractor personnel. Contractor must provide a written quarterly letter certifying to the FDIC Contracting Officer and Oversight Manager that all Contractor and Subcontractor personnel currently working under this contract meet each of the qualifications as stated in the contract. The FDIC Oversight Manager does not have the authority to approve any Contractor or Subcontractor employee who does not meet all of such labor qualifications without consideration from Contractor.

7. Invoicing.
Contractor must invoice the FDIC as stated in the Agreement

8. FDIC Representatives.

8.1 FDIC Oversight Manager. The term "Oversight Manager" means the person designated in writing by the Contracting Officer to represent the FDIC for the purpose of monitoring technical performance under this Contract. The Oversight Manager is not authorized to issue any instructions or directions which effect any substantive change in this Contract, including but not limited to any increase or decrease in the price of this Contract, or change in the delivery date(s) or Period of Performance. Specific areas of delegated authority are more particularly defined in the Letter of Oversight Manager Confirmation. The Oversight Manager for this Task Order is [REDACTED] and he/she can be reached at [REDACTED]

8.2 FDIC Contracting Officer. The term "Contracting Officer" means a person with FDIC delegated authority to enter into, modify, administer, and terminate contracts and orders. The Contracting Officer for this Task Order is [REDACTED] and he/she can be reached at [REDACTED]

9. Incorporation of Terms and Conditions.

All terms and conditions of the referenced Agreement and Contractor's offer are hereby incorporated by reference as if specifically set forth herein, unless otherwise modified herein. In case of a conflict, the Agreement takes precedence, followed by the Task Order, and lastly Contractor's written offer.

10. Key Personnel.

The following individuals are named as Key Personnel on this Task Order. There will be no substitutions of Key Personnel without prior written FDIC approval as stated in the Agreement.

11. Change of Contractor's Physical Location

Contractor must ensure that all connections and access to the FDIC network and systems are removed and no longer active using appropriate security procedures at the time of expiration or termination of this Contract, whether such employees are working on-site or off-site, and notice must be provided to the Oversight Manager upon completion of these requirements.

12. Remove Access to Network and Systems

Contractor must ensure that all connections and access to the FDIC network and systems

ATTACHMENT 5

**FDIC CONTRACTOR TRAVEL
REIMBURSEMENT GUIDELINES**

CONTRACTOR TRAVEL REIMBURSEMENT GUIDELINES

January 2007

1.0 INTRODUCTION

The Contractor should have a policy that requires its employees to use sound business judgement in both determining the need for travel, as well as in expending Contractor financial resources when travel is necessary. The following guidelines are provided to assist the Contractor in its compliance with contractual requirements to limit expense reimbursement to those costs that do not exceed FDIC travel reimbursement guidelines. Travelers will not be reimbursed for excess costs caused by:

- An indirect route as a matter of personal preference
- Premature departure for personal reasons from a temporary location; or
- Extending a stay for personal reasons.

2.0 APPLICABILITY

To be entitled to Lodgings-Plus per diem reimbursement, the contract must allow for travel and the Contractor's employee must be on a temporary assignment that is at least 50 miles in distance from either his/her office or residence. If a temporary assignment concludes during the workday and is located within 100 miles of the Contractor's official station or residence, the Contractor employee is expected to return to their residence, rather than remain at the temporary location overnight. The cost of travel for spouses, other family members, and friends is not allowable under any circumstances.

3.0 TRAVEL AUTHORIZATION

Contractors shall ensure that all travel on behalf of the FDIC is necessary and allowable under the contract. A management official of the Contractor shall authorize all travel and travel vouchers reflecting travel expenditures.

4.0 AIR TRAVEL

Air travel should be in coach class only, unless the employee bears the cost of the difference between coach and first class. Travel should be planned as far in advance as possible to take advantage of discounted fares; especially, if reasonable certainty exists that the event will take place. If more than one air carrier offers service, travel should be on the carrier that offers the lowest price. If a restricted fare is booked and the Contractor's employee requires a change, a reasonable exchange fee may be claimed. Contractor employees are required to fly on U.S. flag carrier service under the Fly America Act, unless an exception to the Act applies.

5.0 RENTAL CARS

Generally, no car larger than a mid-size should be rented. The Contractor should have a policy that requires employees to compare the cost of car rental with other forms of transportation and to choose the cheaper mode of transportation. The use of rental cars, even if authorized, must

be justified in writing by the traveler and attached to the voucher. Claims for rental car gasoline must be supported by original receipts.

6.0 LODGING

The Contractor is expected to have a policy that provides for reasonable but not extravagant lodging accommodations for employees in travel status. The Contractor should make use of government rates whenever possible; otherwise, corporate rates or other discounts should be obtained.

If the contract is a level of effort type of contract (e.g., labor hour or time and materials) with reimbursable travel, and the contractor must be in the Washington, D.C., area overnight, the contractor is required to stay at the L. William Seidman Center (Seidman Center) providing space is available. The contractor shall notify the Contracting Officer of the need for a reservation, and the Contracting Officer shall contact the Seidman Center to make the reservation. If space is not available, the Seidman Center management will obtain an alternate reservation, or provide permission for contractor to obtain alternate lodging. For reimbursement, the contractor must provide written evidence of lack of availability at the Seidman Center at the time of submission of travel voucher.

Any hotel expenses considered excessive or unreasonable will not be reimbursed. Instead, in those cases, lodging reimbursement will be limited to the U.S. Government GSA lodging rate for the city in question as listed in the most recent OAG Official Traveler – Travel Guide.

7.0 SUBSISTENCE

Employees on overnight travel status shall be reimbursed on a per diem basis. The current FDIC per diem rates allowable are listed in Section 16.0 of these Guidelines. Specific per diem rates for different localities may be found on the General Services Administration web site, the specific citation for which is as follows: GSA - Domestic Per Diem Rates
When an employee is on per diem, incidental expenses such as laundry and dry cleaning are considered to be covered by the per diem.

8.0 MISCELLANEOUS EXPENSES

Employees in non-overnight travel status, who are away from their residence at least 11 consecutive hours excluding meal time, and the meal is specifically authorized, should be reimbursed on actual expense incurred basis with meal cost limited to a \$10.00 charge (receipt needed) or \$6.00 without a receipt. According to the IRS regulations, the Contractor must report this expense as income.

9.0 LONG DISTANCE PERSONAL CALLS

While on travel status, an employee may claim the actual amount incurred, not to exceed \$3 per day, for personal long-distance telephone calls while on an overnight travel assignment. This is in addition to per diem, if applicable.

10.0 USE OF PERSONAL OWNED VEHICLE

The Contractor may reimburse an employee for use of his/her personal vehicle while on Contractor related business. The maximum reimbursement rate will be the rate stipulated by the IRS (See Section 18.0 for the current rates).

In addition, a Contractor employee may be reimbursed 8 cents for the first additional Contractor employee passenger and 4 cents for each additional Contractor passenger. According to the IRS regulations, the additional expense reimbursement must be reported as income to the employee.

If an employee chooses to use his/her own vehicle in lieu of air travel, the maximum reimbursement will be the lesser of the cost of air travel or mileage reimbursement and the per diem difference.

NOTE: FDIC does **not insure** contractors, their employees, or their vehicles for liability.

11.0 TAXICABS

The use of taxicabs is permitted while Contractors are on official travel for FDIC. Taxi hire is appropriate when:

- a) public transportation, airport limousine service, and/or hotel courtesy transportation is not available or when time or other factors make it impractical to use available public conveyances;
- b) traveling between transportation terminals and the residence, hotel, or office while in an official travel status; or
- c) for travel from the Contractor's residence to the official station to depart on an assignment requiring at least one night's lodging, and from the official station to the residence on the day the employee returns from that trip.

Taxi fares for trips used to obtain meals will not be reimbursed.

Reimbursement for taxicab fares (plus the customary 15% tip) will be made only if an appropriate receipt is submitted with the voucher.

12.0 NON-REIMBURSEMENT EXPENSES

Examples of expenses that will not be reimbursed include the following:

- a. alcoholic beverages, entertainment;
- b. laundry, dry cleaning and pressing (per diem reimbursement);
- c. travel insurance;
- d. parking fines;
- e. charges incurred because of indirect travel for personal reasons;
- f. gratuities and tips paid to porters, waiters, bellboys, and hotel maids inside the lodging facility (per diem reimbursement);
- g. nonproductive time related to official travel to and from one's temporary duty station; and
- h. any charges, fees, or other associated costs related to the making of reservations or other accommodations for travel.

13.0 RECEIPTS

Except for per diem expenses, valid original receipts are required for all expenditures regardless of cost. If a receipt is not normally provided for the expense (metro, bus token, etc.), the certification signed by the traveler on the voucher will justify the expense. Receipts submitted with the voucher should be originals indicating the name of the payee, date paid, amount, and the service rendered. This includes the original Passenger Receipt Coupon of the airline ticket. If an electronic ticket is used, the boarding passes for each flight must be submitted with the travel voucher.

14.0 TRAVEL VOUCHER COMPLETION

After completion of travel, a travel voucher (may use contractor's voucher) must be submitted for reimbursement. In addition, dates and times of each departure from residence or office, arrival at and the name of the place of temporary assignment, and arrival at the office or residence must be shown on the travel voucher. A certification signed by the traveler must be included on the travel voucher that states that the trip indicated was actually taken and that all expenses are accurate and correct.

15.0 INVOICES

Contractors billing for reimbursement of travel expenses must submit an original and two (2) duplicates of each invoice to include all supporting documents.

The penalty for invoicing a travel voucher that falsifies any item in the claim forfeits the claim (28 U.S.C. 2514). Further, travelers who falsify a claim may be fined or imprisoned for not more than 5 years or both (18 U.S.C. Section 1001), and a corporation may be fined up to maximum of \$500,000 (18 U.S.C. Section 3571 (c)).

16.0 PER DIEM FOR OVERNIGHT TRAVEL:

AMOUNT OF PER DIEM TO BE CLAIMED:

DEPARTING: Use assignment location with per diem rate of:	\$39.00	\$44.00	\$49.00	\$54.00	\$59.00	\$64.00
If you leave between:						
12 Midnight to 5:59 AM	\$39.00	\$44.00	\$49.00	\$54.00	\$59.00	\$64.00
6:00 AM to 11:59 AM	\$29.25	\$33.00	\$36.75	\$40.50	\$44.25	\$48.00
12 Noon to 5:59 PM	\$19.50	\$22.00	\$24.50	\$27.00	\$29.50	\$32.00
6:00 PM to 11:59 PM	\$9.75	\$11.00	\$12.25	\$13.50	\$14.75	\$16.00
RETURNING: Use assignment location with per diem rate of	\$39.00	\$44.00	\$49.00	\$54.00	\$59.00	\$64.00
If you return between:						
12 Midnight to 5:59 AM	\$9.75	\$11.00	\$12.25	\$13.50	\$14.75	\$16.00

6:00 AM to 11:59 AM	\$19.50	\$22.00	\$24.50	\$27.00	\$29.50	\$32.00
12 Noon to 5:59 PM	\$29.25	\$33.00	\$36.75	\$40.50	\$44.25	\$48.00
6:00 PM to 11:59 PM	\$39.00	\$44.00	\$49.00	\$54.00	\$59.00	\$64.00

17.0 MEAL DEDUCTIONS

If meals are provided by another person or entity, the following amounts shall be deducted from per diem rates.

PROVIDED MEALS DEDUCTIBLE FROM MAXIMUM PER DIEM RATES*						
MAXIMUM PER DIEM RATES:	\$39	\$44	\$49	\$54	\$59	\$64
BREAKFAST	\$7	\$8	\$9	\$10	\$11	\$12
LUNCH	\$11	\$12	\$13	\$15	\$16	\$18
DINNER	\$18	\$21	\$24	\$26	\$29	\$31
INCIDENTALS	\$3	\$3	\$3	\$3	\$3	\$3

*For those destinations that are not listed, the maximum hotel expense shall be \$60.00 per day and the maximum per diem rate shall be \$39.00.

18.0 MILEAGE RATE FOR USE OF PERSONAL VEHICLE:

Effective January 1, 2007, the mileage rate allowed for use of a personal vehicle on business is 48.5 cents per mile.

ATTACHMENT 6

ELECTRONIC INVOICING PROCEDURES

**FEDERAL DEPOSIT INSURANCE CORPORATION
ELECTRONIC INVOICE PROCEDURES
For Invoices Processed in the Dallas Office***

1. Contractors shall email the electronic invoices to the following address: APDL@fdic.gov . Please include necessary supporting documentation in the file.
2. Contractors shall only email the invoices to the above address and not to the Oversight Manager (OM) or Contract Specialist (CS) or any other FDIC personnel. Also, please do not send hard copy originals. This requirement is part of our internal control and review process and helps avoid duplication. Once received in the Dallas Accounts Payable office, invoices are reviewed for accuracy and compliance before being scanned and entered into the Accounts Payable System. Once they have been entered, the OM and CS can access them on line.
3. Contractors shall submit the invoices as a single file document, in .pdf format. If the file is too large (in excess of 30 MB) for a single file document, please submit either multiple files or as a zip file.
4. Files shall not contain social security numbers or personal credit card numbers. This information should be blocked out if it is present on the invoice's supporting documentation.
5. Each invoice shall be attached to a separate email and shall conform to the following naming conventions:
 - The name of the pdf file will be the invoice date and invoice number. Example (2007-03-31 123456).
 - The subject line of the email will contain the invoice number and our Purchase Order number. Example (123456-CORHQ1234).
5. For Task Orders containing provisions for Task Assignments, a separate invoice and email will be submitted for each Task Assignment.
6. Invoices are paid pursuant to the terms of the Purchase Order. Most of our Purchase Order terms are Net 30 Days. The thirty days begins when the invoice is **received by the FDIC**. If it reaches our mailbox prior to 2:00 p.m. that is day 1. In accordance with the Prompt Payment Act, interest is payable to the vendor if payment is not made within the 30 day period. If the vendor/contractor is required to correct or resubmit an invoice due to errors, the 30 day clock is reset. In most cases, we will successfully process the revised invoice within the original 30 day period and avoid delay of payment.
6. If a contractor/vendor needs to check on the status of an invoice, they can call the Dallas Accounts Payable Unit directly, or send an email to the email address shown at the top of this document. If payment has not been received within the

time frame of the Purchase Order terms, please follow up to make sure we have received the invoice for processing. We will research and let you know the status.

7. Dallas AP Contacts:

David Cooley (972) 761-8638
Tim Hobbs (972) 761-8643
Doreen Bedwell (972) 761-8644
Linda Saville (972) 761- 8221

* The Dallas Accounts Payable office processes all FDIC bank failure related invoices plus all FDIC corporate invoices for non-Washington operations. The Oversight Manager or Contract Specialist may or may not work in the Dallas office, so please confirm with the OM or CS that invoices are to be sent to the Dallas AP Unit for processing.

ATTACHMENT 7

**PURCHASE ORDER DOCUMENT
PROVIDED FOR BILLING PURPOSES**

**(ONLY to be provided to Contractor
following Contract Award)**