



Licensed Real Estate Broker – 17838 Davenport Road, Winter Garden, Florida 34787

USA & Canada: (800) 868-8290 • Worldwide: (407) 886-0076 • Fax: (407) 258-8053

Dear WorldMark by Wyndham Owner:

Thank you for allowing us to assist you in selling or renting your WorldMark the Club property.

When you sell your property with the **Progressive Real Estate Agency- Timeshare Division**, you'll be supported throughout the sale and rental process by some of the most experienced professionals in the resale industry. Our advertising and industry connections will give your property maximum exposure to potential buyers and renters worldwide!

- No Upfront Fees or Hidden Transaction Fees!
- A Non-Exclusive listing format!
- Only a 10% or minimum commission due if sold!
- Only a 20% or minimum commission due if rented!
- A large marketing network of cooperating brokers!
- Personal attention from your assigned real estate associate!

Getting started is easy! Call and speak with an associate if you would like help with pricing and to obtain recent offer ranges for your specific point allotment. Then, simply complete a listing application (one application for every WorldMark contract you are selling or renting) and fax it to us at 407-258-8053 at your earliest opportunity!

Once we accept your application, we will contact you to confirm your listing is active. While your listing is active, you may still use your current WorldMark credits- but always remember to make us aware when you've made changes (such as reservations, banking credits, etc) to your points account so we can ensure your listing information remains accurate.

Sincerely,

Progressive Real Estate Agency

Florida Licensed Real Estate Broker



LISTING AGREEMENT FOR WORLDMARK BY WYNDHAM

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Owner: _____ Co-Owner: _____
Daytime Phone: _____ Evening Phone: _____
Email: _____ How Did You Hear About Us: _____
Address: _____
City: _____ State/Country: _____ Postal: _____

Your Home Club: WorldMark the Club or WorldMark Asia Pacific

Annual Credit Allotment: _____ Anniversary Month: _____

Current Available Credits: _____ Current Reservation: Yes / No (If yes, dates reserved)

Check-In: _____

Available Housekeeping Tokens : _____ Check-Out: _____

Maintenance Fees: \$ _____ Next Due: \$ _____

Asking Sales Price: \$ _____ or \$ _____ per credit

Asking Rental Price: \$ _____ or \$ _____ per credit

Type of Ownership: Premier or Standard If Standard, ownership expires on: _____

Year Purchased: _____ Original Price: \$ _____

Owned Free & Clear: Yes / No Current Balance (approx.): \$ _____

Is the above property involved in a bankruptcy or other legal proceeding: Yes / No

Are all parties shown on the contract available and in agreement to sell: Yes / No

I, the undersigned, authorize Progressive Real Estate Agency, LLC (PREA) to contact my resort in order to acquire any needed information about my ownership. I authorize WorldMark by Wyndham to release information including my current point status and financials to PREA. I have received a copy of this form. I acknowledge and agree to abide by the terms and conditions of the Special Sales Service Agreement on the second page of this application. PREA was established in June of 2010. Therefore, we did not accept any listings or perform any sales during 2009 and most of 2010. During the 2009 & 2010 calendar years, we accepted 11 timeshare listings and sold 9 timeshares. PREA's ratio of listings to sales is 82% for the calendar years of 2009 & 2010. THERE IS NO GUARANTEE THAT YOUR TIMESHARE PERIOD CAN BE SOLD AT ANY PARTICULAR PRICE OR WITHIN ANY PARTICULAR PERIOD OF TIME.

X
Owner Signature

X
Owner Signature

Print Name Date

Print Name Date

Listing Received & Accepted By: _____ Date: _____

SEND COPY TO PROGRESSIVE REAL ESTATE AGENCY

KEEP A COPY FOR YOUR RECORDS.

SPECIAL SERVICE AGREEMENT FOR A TIMESHARE INTERVAL- NON EXCLUSIVE LISTING

1. Progressive Real Estate Agency, LLC herein shall be referred to as "Broker". Sellers of Deeded timeshares agree to convey property with a General Warranty Deed and clear title. Sellers of Right-to-Use timeshares agree to convey property with all applicable resort fees paid.
2. **Owner** gives Broker the **Non-Exclusive Right Of Sale and Rental** for a duration of **Six Months** from the date of Owner's signature on this agreement. The term of this agreement may be extended upon Seller's written request. Upon full execution of a contract for sale or rental of the Property, all rights and obligations of this Agreement will automatically extend through the date of the actual closing of the contract. This Property will be offered to any person regardless of race, color, religion, sex, handicap, familial status, national origin and any other factor protected by federal, state or local law.
3. **Broker** agrees to make diligent and continued efforts to sell the Property until a sales contract is pending on the Property. Seller authorizes Broker to (a) Advertise the Property as Broker deems advisable; i.e. classifieds, periodicals, computer networks, including the Internet and other media. (b) To cooperate with all other brokers except when not in Seller's best interest. (c) Act as a transaction broker.
4. In consideration of Broker's obligations, **Seller** agrees to (a) Cooperate with Broker in carrying out the purpose of the Agreement, including referring immediately to Broker all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer (b) inform Broker prior to leasing, renting, mortgaging or otherwise encumbering the Property (c) To indemnify Broker and hold Broker harmless from losses, damages, costs and expenses of any nature, including attorney's fees, and from liability to any person, that Broker incurs because of (1) Seller's negligence, representation, misrepresentation, actions or inactions, (2) the existence of undisclosed material facts about the Property, or (3) a court or arbitration decision that a broker who was not compensated in connection with a transaction is entitled to compensation from Broker. This clause will survive Broker's performance and the transfer of title. (d) To perform any act reasonably necessary to comply with FIRPTA (Internal Revenue Code Section 1445).
5. Seller will compensate Broker for procuring a buyer or renter who is ready, willing and able to purchase the Property on the terms of this Agreement or on any other terms acceptable to Seller. Seller will pay Broker as follows: (a) **SELLER WILL PAY BROKER 10% (TEN PERCENT) OF THE TOTAL SALES PRICE OR \$495. WHICHEVER IS GREATER**, no later than the day of closing specified in the sales contract and/or **SELLER WILL PAY BROKER 20% (TWENTY PERCENT) OF THE TOTAL RENTAL PRICE OR \$225. WHICHEVER IS GREATER** (b) Broker's fee is due in the following circumstances: (1) If any interest in the Property is transferred by sale, where a new deed has been recorded. (2) If seller refuses or fails to sign an offer at the price and terms stated in the Agreement, or defaults on an executed sales contract. (3) If, within 90 days after Termination Date ("Protection Period"), Seller transfers or contracts to transfer the Property to any prospects with whom Seller, Broker or any real estate licensee communicated regarding the Property prior to Termination Date. However, no fee will be due Broker if the Property is relisted after Termination Date and sold through another broker. Seller may change listing price or cancel listing by giving notice to Broker in writing prior to the presentation by Broker to the Seller of a sales agreement for the full listing price.
6. Broker's office policy is to cooperate with all other brokers, except when not in Seller's best interest, and to offer compensation in the amount of 50% of the commission retain over and above the NET Asking Price.
7. Seller agrees and understands any deposits made by a prospective buyer will be held in an escrow account, or by a third-party title agency. Should a purchaser default, the Purchase Agreement will provide that the earnest money deposit shall be paid to the Seller *after Broker costs have been deducted*.
8. Seller represents that Seller acquired the listed unit(s) for Seller's own use in compliance with Florida Real Estate Laws. There are no judgments or pending litigation against Broker resulting from or alleging a violation by Broker of Chapters 475, 498, 718, or 721, Florida Statutes, or resulting from or alleging consumer fraud on the part of the Broker.
9. Seller understands that Broker and other cooperating brokers are independent contractors and not Seller's agents and that the performance of Broker services under this or any other agreement or transaction are not subject to Seller's control regardless of any other designation or description in this or any other document or agreement to the contrary and that Broker is acting as a Transaction Broker as defined by Section 475.01(1)(l) Florida Statutes; that neither Broker sales personnel nor cooperating brokers are authorized to make, modify, or alter this or any other agreement on Seller's behalf; that they are each solely responsible for their own statements, representations, and actions; that Seller will not investigate, screen, or otherwise verify the social, financial, or employment background of any party to any transaction and make no representation regarding same; that Broker may be employed as a broker by the Buyers or property presented by Broker and that Broker may be employed by other Sellers to sell similar property for them during the term of this agreement.
10. Any controversy or claim arising out of in relation to this agreement, or any transaction contemplated by it, shall be settled by arbitration in Orlando, Florida in accordance with the Arbitration Rules for the Real Estate Industry of the American Arbitration Association. However, the arbitrator shall be approved by all parties and shall have no authority to modify, alter, or amend the terms of this Contract or to award any remedy or relief contrary to the express terms of this Contract. Discovery shall take place in accordance with the Florida Rules of Civil Procedure. The attorneys of record for the respective parties, who shall be members in good standing of the Florida Bar, shall be appointed as umpires for the limited purpose of issuing subpoenas for such discovery and for the final hearing upon filing of a notice of appearance of such attorney with American Arbitration Association; all disputes related to such subpoenas or other discovery requests shall be resolved by the arbitrator(s). The parties may, by agreement, designate any person to act as neutral arbitrator and at the request of any party, the dispute shall be heard by a panel of three neutral arbitrators, the cost of which shall be shared equally between the parties. Any party may file a notice of such arbitration in the public records of Orange County. The arbitrator's award shall be based upon the greater weight of the evidence and shall state the specific factual finding made and contractual authority upon which it is based.
11. Seller agrees to *send all notices to* Broker at our mailing address stated below and Broker will send all notices to Seller at Seller's address. Either party may change their mailing address by sending a written notice to the other in accordance herewith.
12. In order to comply with Florida and Federal law and to reduce the risk of such liability exposure, Broker urges the Seller to disclose all adverse facts known to the Seller, which may affect the value of the property.

SELLER ACKNOWLEDGES THAT BROKER CAN NEITHER GUARANTEE THAT SELLER'S VACATION PROPERTY WILL BE SOLD NOR, IF SOLD, THAT SUCH SALE WILL TAKE PLACE AT THE ESTABLISHED PRICE. BROKER RIGHTS AS REPRESENTATIVE ARE EXCLUSIVE. SELLER UNDERSTANDS AND ACKNOWLEDGES THAT BROKER'S ROLE IS LIMITED TO THAT OF TRANSACTION BROKER.

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TRANSACTION BROKER NOTICE

As a transaction broker, Progressive Real Estate Agency, LLC. provides to you a limited form of representation that includes the following duties:

1. Dealing honestly and fairly;
2. Accounting for all funds;
3. Using skill, care, and diligence in the transaction;
4. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer;
5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and
7. Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.

Signature: _____ Date: _____

Signature: _____ Date: _____