

Commission Advance Agreement

Representations and Warranties Broker and Agent warrant and represent that:

- (i) Broker is an independent contractor and not an employee of Realty One, LLC.
- (ii) At this time, is not the subject of a bankruptcy proceeding.
- (iii) There are no disputes, claims, setoffs, liens or defenses, or any other matter which would adversely affect or delay the repayment of the Commission to R1 Business Group, LLC on the Closing Date,
- (iv) The Commission will be due and payable on the Closing Date, and
- (v) The Commission is conveyed to Realty One, LLC free and clear of all encumbrances and claims of third parties.
- (vi) The original term shall be 30 days

Reimbursement of Commission Upon the closing date:

Broker irrevocably instructs R1 Commissions, Title and/or any other Principal to the transaction to reimburse Realty One, LLC the Commission. If the Commission is not repaid to R1 Business Group, LLC within 30 days of the original disbursement date and the sale remains active, then the Broker shall pay fees based on the chart below.

If the Closing does not occur for any reason, Broker has the option to transfer agreement to a different pending transaction. Broker authorizes R1 Business Group, LLC to collect the amount of the Commission, plus all accrued and unpaid Closing Extension Fees, out of future commissions earned by Broker from Broker, until the Total Payment is paid in full based on the chart below.

Realty One fixed fees are based on the number of days from advance to closing date, as follows: *

0-30 days	5%
31-45 days	8%
46-60 days	9%
61-75 days	11%
76-90 days	12%
91-120 days	16%
120 - above	Additional 2% per month

Pursuant to Section 9-406 of the Uniform Commercial Code, to the extent that Broker is now indebted or may in the future become indebted to R1 Business Group, LLC for a commission, payment thereof must be made payable to R1 Business Group, LLC and not to the Broker or any other entity. The payment should be sent to R1 Business Group, LLC at 9674-3 Eagle Ranch Rd NW Albuquerque, NM 87114. This assignment may only be revoked by a writing signed by an officer of R1 Business Group, LLC.

Grant of Security Interest:

As collateral securing Broker's obligations hereunder, Broker grants to R1 Business Group, LLC a continuing security interest in Broker's now owned and hereafter acquired accounts, including but not limited to all current and future commissions earned by Broker.

Applicable Law/Venue:

This Agreement shall not be binding until accepted by R1 Business Group, LLC at its principal offices in Bernalillo County, New Mexico. All sums and obligations to be paid or performed hereunder shall be paid or performed in Bernalillo County, New Mexico, which shall be the exclusive venue for actions hereunder.

Attorneys' Fees:

In the event of any litigation to interpret or enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs of court from the other party.

Miscellaneous:

Should any part of this Agreement be determined by a court to be illegal or in conflict with applicable law, the validity of the remaining provisions shall not be affected by such determination. This Agreement may be executed in counterparts, each of which shall be considered and shall constitute an original and together with all other documents required, be executed and transmitted by facsimile or electronically and shall be in their entirety considered as original documents.

Arbitration Agreement:

In order to gain the benefits of a speedy, impartial, and cost-effective dispute resolution procedure, and for good and valid consideration as covenanted herein, and intending to be legally bound, R1 Business Group, LLC and Broker agree that, except as otherwise provided herein, at the election of any party, all disputes and claims for which a court otherwise would be authorized by law to grant relief, in any manner, that Broker and may have, now or in the future, of any and every kind or nature whatsoever with or against R1 Business Group, LLC, any of R1 Business Group, LLC's affiliated or subsidiary companies, members, owners, joint venturers, and/or any of R1 Business Group, LLC managers, directors, officers, employees or agents (collectively "Buyer Parties"), shall be submitted to the American Arbitration Association ("AAA") to be resolved and determined through final and binding arbitration according to the Commercial Arbitration Rules of the AAA. If a party seeks to have a dispute settled by arbitration, that party must first send to the other party, by certified mail, a written Notice of Intent to Arbitrate. If the parties do not reach an agreement to resolve the claim within 30 days after the Notice is received, a party may commence an arbitration proceeding with AAA. R1 Business Group, LLC will promptly reimburse Broker any arbitration filing fee. If the arbitrator finds that either the substance of the claim raised by Broker or the relief sought by Broker is improper or not warranted, as measured by the standards set forth in Federal Rule of Procedure 11(b), then R1 Business Group, LLC will pay these fees only if required by the AAA Rules. If the arbitrator grants relief to the Broker that is equal to or greater than the value of what R1 Business Group, LLC has requested in the arbitration, R1 Business Group, LLC shall reimburse Broker for that person's reasonable attorneys' fees and expenses incurred for the arbitration.

Broker agrees that, by entering into this Agreement, they are waiving the right to trial by jury. EACH PARTY MAY BRING CLAIMS AGAINST ANY OTHER PARTY ONLY IN THEIR INDIVIDUAL CAPACITY, and not as a plaintiff or class member in any purported class or representative proceeding. Further, the parties agree that the arbitrator may not consolidate proceedings for more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that if this specific provision is found unenforceable, then the entirety of this arbitration clause shall be null and void.

Protection of Interest:

Broker agrees that R1 Business Group, LLC may perfect its advance of the Commission by filing appropriate notices in the public records, including, but not limited to, a copy of the Agreement and a UCC-1 financing statement.

IN WITNESS WHEREOF, the Parties have executed this Agreement

Property Address: _____ MLS#: _____ Est. Closing Date _____

Advance Amount: \$ _____ Fee \$ _____

R1 Business Group, LLC

Broker

By: _____

By: _____

Name: _____ Date: _____

Name: _____ Date: _____