

## SHORT SALE PROGRAM TERMS AND CONDITIONS

### Loan Number

The undersigned Listing Broker acknowledges and accepts the following:

Listing Broker intends to use the short sale services of Power Short for facilitating the sale of the property located at

(“Property”).

The Listing Broker has been retained by the owner of the Property

(“Owner”)

“Owner”)

for the sale of the Property pursuant to that certain listing agreement by and between Listing Broker and Owner (“Listing Agreement”), which Listing Agreement is incorporated herein by this reference.

The Short Sale Program approved commission structure of 5.5% of the gross sales price is as follows:

Party	Commission Percentage
Listing Broker	2.5%
Selling Broker	2.5%
Power Short	0.5%

Subject to the terms and conditions stated herein and upon the sale of the Property, Listing Agent hereby confirms and agrees to the above referenced Short Sale Program approved commission structure. By agreeing to the commission structure, Listing Broker agrees that Power Short or its nominee will receive an amount equal to 0.5% of the gross sales price for the Property (“Payment Amount”).

The aforesaid Payment Amount shall be deemed earned only at the time of final settlement and conveyance of Property. The Payment Amount shall be shown as being part of the sales commission on the HUD-1.

In the event that the short sale of the Property does not occur, Listing Broker will not be obligated to pay the Payment Amount to Power Short. This agreement will expire upon expiration of the Listing Agreement.

The Listing Broker agrees that in the event of a conflict between the terms of the Listing Agreement and the terms and conditions agreed to herein, the terms and conditions of this agreement shall control.

Listing Broker Printed Name

Date

Signature

Name of Brokerage