

## SHORT SALE AGREEMENT (BROKER SERVICES)

This **Short Sale Agreement (Broker Services)** (the "Agreement") is made by and between ("Listing Broker") and **REALHOME SERVICES AND SOLUTIONS, INC.**, a Florida corporation ("RHSS", and together with Listing Broker, the "Parties" and each individually, a "Party"), and is dated as of the Contract Date. Definitions of other capitalized terms used in this Agreement are set forth in **Section I** below.

### RECITALS

- A. Owner is the owner of the Property, which is subject to certain Indebtedness currently serviced by Ocwen.
- B. Owner wishes to sell the Property and has previously engaged Listing Broker to list and market the Property for sale pursuant to the Listing Agreement.
- C. Listing Broker has identified Buyer as a potential buyer of the Property, and Owner is willing to sell the Property to Buyer pursuant to the Sales Contract, but the proposed sales price agreed upon by Owner and Buyer is insufficient to repay all of the Indebtedness.
- D. As a result, Owner and Listing Broker have requested Ocwen's consent to the proposed sale to Buyer, notwithstanding that this sale would not provide Owner with enough funds to repay the Indebtedness.
- E. As part of Ocwen's due diligence to determine whether the Sales Contract produces the best available sales price of the Property and highest possible repayment of the Indebtedness, Ocwen requires that Listing Broker market the Property for a limited period of time on the Hubzu™ website ([www.hubzu.com](http://www.hubzu.com)), a national consumer portal which facilitates the sale of real estate by matching buyers and sellers via online marketing, auctioning and traditional sales techniques.
- F. To that end, Listing Broker has requested RHSS to provide, and RHSS has agreed to provide (or cause to be provided) the Services to Listing Broker pursuant to the terms and conditions set forth herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, the Parties agree as follows:

#### 1. DEFINITIONS.

For purposes of the Agreement the following defined terms shall have the meanings set forth below.

- 1.1. **AFFILIATE.** The term "**Affiliate**" means with respect to any Person (a "Principal") (a) any directly or indirectly wholly-owned subsidiary of such Principal, (b) any Person that directly or indirectly owns 100% of the voting stock of such Principal or (c) a Person that controls, is controlled by or is under common control with such Principal. As used herein, "control" of any entity means the possession, directly or indirectly, through one or more intermediaries, of the power to direct or cause the direction of the management or policies of such entity, whether through ownership of voting securities or other interests, by contract or otherwise.
- 1.2. **ALTISOURCE.** The term "**Altisource**" means Altisource Solutions S.á r.l., a Luxembourg private limited liability company.
- 1.3. **BUYER.** The term "**Buyer**" means the potential purchaser of the Property presented by the Listing Broker to Ocwen for approval to purchase the Property under the terms of the Sales Contract.
- 1.4. **CONTRACT DATE.** The term "**Contract Date**" means 08/09/2013.
- 1.5. **EFFECTIVE DATE.** The term "**Effective Date**" means \_\_\_\_ / \_\_\_\_ / \_\_\_\_.
- 1.6. **GROSS PURCHASE PRICE.** The term "**Gross Purchase Price**" means the gross purchase price set forth in any purchase and sale agreement agreed to in writing by Ocwen, Owner and a third party buyer.
- 1.7. **INDEBTEDNESS.** The term "**Indebtedness**" means the debt which is secured or partially secured by a mortgage, deed of trust or similar security instrument in favor of Ocwen's client and serviced by Ocwen, regardless of whether the Owner was or is personally liable for the debt.
- 1.7.1. **LISTING AGREEMENT.** The term "**Listing Agreement**" means that certain listing agreement dated as of \_\_\_\_ / \_\_\_\_ / \_\_\_\_ whereby Owner engaged Listing Broker to list and market the Property, for sale or lease, on behalf of Owner, as it may be amended, modified, restated or supplemented from time to time.
- 1.8. **OCWEN.** The term "**Ocwen**" means Ocwen Loan Servicing, LLC, a Delaware limited liability company.
- 1.9. **OWNER.** The term "**Owner**" means Natalya Golub.

- 1.10. **PERSON.** The term “**Person**” means an individual, a general or limited partnership, a corporation, a trust, a joint venture, an unincorporated organization, a limited liability entity, any governmental authority or any other entity.
- 1.11. **PROPERTY.** The term “**Property**” means the real property, improvements, appurtenances and hereditaments located at 1906 Country Apt 202 Drive, Grayslake, IL 60030, with a Tax Id No. of
- 1.12. **SALES CONTRACT.** The term “**Sales Contract**” means that certain contract between Owner and Buyer, procured by or through Listing Broker, for the sale and purchase of the Property.
- 1.13. **SERVICES.** The term “**Services**” means facilitating a sale through:
- (a) Communicating with prospective buyers and cooperating brokers to provide information about:
    - (i) The Property;
    - (ii) Ocwen’s process for receiving and evaluating potential terms and offers for the purchase of the Property;; and
    - (iii) Ocwen’s short sales process in general.
  - (b) Providing prospective buyers and cooperating brokers with Listing Broker’s contact information so that Listing Broker can arrange for potential showings of the Property;
  - (c) Providing information to Listing Broker and Ocwen, upon request, regarding any potential terms and offers for the purchase of the Property; and
  - (d) Providing oversight of lien negotiation activities performed by RHSS or its Affiliates
- 1.14. **TOTAL COMMISSION.** The term “**Total Commission**” means a commission equal to 6% of the gross purchase price set forth in any purchase and sale agreement agreed to in writing by Ocwen, Owner and a third party buyer.

## 2. **PROVISION OF SERVICES.**

Subject to the terms and conditions of this Agreement, RHSS shall provide, or cause to be provided, the Services to Listing Broker.

- 2.1. **RIGHT TO RECEIVE SERVICES IS NON-TRANSFERABLE.** Listing Broker shall not resell, subcontract, license, sublicense or otherwise transfer any of the Services to any Person whatsoever or permit use of any of the Services by any Person other than by Listing Broker.
- 2.2. **RHSS’S USE OF AFFILIATES OR THIRD PARTIES TO PROVIDE SERVICES.** RHSS may provide Services through RHSS’s Affiliates or through third-party contractors, whether by unilateral assignment, designation or subcontract, in whole or in part, without Listing Broker’s consent.

## 3. **COMMISSIONS AND FEES.**

Regardless of whether the buyer of the Property is the Buyer and regardless of whether the gross purchase price set forth in any purchase and sale agreement agreed to in writing by Ocwen, Owner and a third party buyer (the “Gross Purchase Price”) is higher or lower than the proposed sales price in the Sales Contract, Listing Broker hereby confirms the Total Commission and agrees to pay from the Total Commission, as shown on the table below: (i) the program fee to RHSS as compensation for the Services; and (ii) the selling commission to the selling broker (or procured buyer’s agent as applicable), if any. However, if there is no selling broker or procured buyer’s agent, then the selling commission shall be paid by Listing Broker as a payment against the Indebtedness.

<b><u>TYPE</u></b>	<b><u>AMOUNT</u></b>	<b><u>PAID BY</u></b>	<b><u>PAID TO</u></b>
Total Commission	6.0% of the gross purchase price	Owner	Listing Broker
Selling Commission	2.0% of the gross purchase price	Listing Broker	Selling Broker (or procured Buyer’s Agent), but if none, then applied to Indebtedness
Program Fee	1.5% of the gross purchase price	Listing Broker	RHSS

**4. TERM AND TERMINATION.**

**4.1. TERM.** The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until the earlier date of either: (i) the expiration of the Listing Agreement; or (ii) five (5) days following RHSS's delivery to Listing Broker of written notice of termination, which may be for any reason or no reason.

**4.2. EFFECTS OF TERMINATION.**

**4.2.1. NO ESTOPPEL.** No termination, cancelation or expiration of this Agreement shall prejudice RHSS's right to recover any payment due under this Agreement, even if a closing occurs after the time of termination, cancellation or expiration (or any payment accruing as a result thereof), nor shall it prejudice any cause of action or claim of RHSS hereto accrued or to accrue by reason of any breach or default by Listing Broker.

**4.2.2. SURVIVAL.** Notwithstanding any provision herein to the contrary, **Sections 3, 4.2.2, 5, 6, 9 and 10** of this Agreement shall survive the termination of this Agreement.

**5. LIMITATION OF LIABILITY; INDEMNIFICATION.**

**5.1. RHSS'S LIABILITY.** None of RHSS or any of RHSS's Affiliates or any of its or their respective officers, directors, employees, agents, attorneys-in-fact, contractors or other representatives shall be liable for any action taken or omitted to be taken by RHSS, such person under or in connection with this Agreement or the negligence, gross negligence or willful misconduct of any third party.

**5.2. INDEMNIFICATION.** Listing Broker shall indemnify and hold RHSS, Ocwen, their respective Affiliates and any of their respective officers, directors, employees, agents, attorneys-in-fact, contractors or other representatives (individually or collectively, as applicable, the "Indemnified Party"), jointly and severally, harmless from and against any and all damages, claims or losses that the Indemnified Party may at any time suffer or incur, or become subject to, as a result of the gross negligence or willful misconduct of the Listing Broker in connection with this Agreement or the Services provided hereunder.

**6. DISPUTE RESOLUTION PROVISIONS.**

**6.1. GOVERNING LAW, JURISDICTION, VENUE.** This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the jurisdiction where the Property is located, irrespective of choice of law principles. Any action or proceeding arising out of or relating to this Agreement shall be brought in the courts of the jurisdiction where the Property is located, and each of the Parties hereto or thereto irrevocably submits to the exclusive jurisdiction of each such court.

**6.2. WAIVER OF JURY TRIAL.** EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

**7. RELATIONSHIP OF THE PARTIES.**

The Parties hereto are independent contractors and none of the Parties hereto is an employee, agent, partner or joint venturer of the other. Under no circumstances shall any of the employees of a Party hereto be deemed to be employees of the other Party hereto for any purpose. Except as expressly provided herein, none of the Parties hereto shall have the right to bind the others to any agreement with a third party or to represent itself as a partner, agent or joint venture of the other by reason of this Agreement. RHSS shall not be deemed an agent of Owner.

**8. REPRESENTATIONS AND WARRANTIES.**

Listing Broker hereby represents and warrants that (i) Listing Broker is a duly licensed real estate broker, in good standing, within the state in which the Property is located, and (ii) that entering into this Agreement will not conflict with, or cause a breach to, any other agreement to which Listing Broker is a party, or in which Listing Broker is in negotiation to become a party.

**9. AFFILIATED BUSINESS TRANSACTION DISCLOSURE.**

**9.1. ALTISOURCE HUBZU™ RELATIONSHIP** Altisource has a business relationship with Hubzu™. The Hubzu™ website is owned and operated by Altisource. Because of this relationship, this Agreement may provide Altisource a financial or other benefit.

9.2. **ALTISOURCE RHSS RELATIONSHIP** Altisource has a business relationship with RHSS. RHSS is a wholly owned subsidiary of Altisource. Because of this relationship, this Agreement may provide Altisource a financial or other benefit.

**10. GENERAL CONTRACT PROVISIONS.**

10.1. **INTERPRETATION.** Words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other genders as the context requires. The terms "hereof," "herein," "and "herewith" and words of similar import, unless otherwise stated, shall be construed to refer to this Agreement as a whole (including all of the schedules hereto) and not to any particular provision of this Agreement. The word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless the context otherwise requires or unless otherwise specified. The word "or" shall not be exclusive. There shall be no presumption of interpreting this Agreement or any provision hereof against the draftsperson of this Agreement or any such provision.

10.2. **ASSIGNMENT.**

This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and permitted assigns. Except as provided in **Section 2.2**, no Party hereto may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party hereto.

10.3. **ENTIRE AGREEMENT.** This Agreement and the schedules and exhibits hereto contain the entire agreement between the Parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the Parties with respect to the subject matter hereof other than those set forth or referred to herein or therein.

10.4. **THIRD PARTY BENEFICIARIES.** Except for the indemnification rights under this Agreement, and except for Ocwen, Altisource and their respective Affiliates, employees, officers and directors, (a) the provisions of this Agreement are solely for the benefit of the Parties hereto and are not intended to confer upon any Person except the Parties hereto any rights or remedies hereunder and (b) there are no third party beneficiaries of this Agreement, and this Agreement shall not provide any third person with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Agreement.

10.5. **DUE AUTHORITY, PROPER EXECUTION.** Listing Broker represents on behalf of itself and RHSS represents on behalf of itself as follows:

- (a) Each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; and
- (b) This Agreement has been duly executed and delivered by it and constitutes, or will constitute, a valid and binding agreement of it enforceable in accordance with the terms hereof.

10.6. **NOTICES.** All notices or other communications under this Agreement shall be in writing and shall be deemed to be duly given when (a) delivered in person, or (b) at noon local time on the second business day after dispatch if sent by an internationally recognized overnight courier; and (c) if such notice is to RHSS, when (a) or (b) has occurred and a copy is sent and received by e-mail to: contractmanagement@altisource.com.

**If to RHSS:**

REALHome Services and Solutions, Inc.  
2002 Summit Boulevard, Suite 600  
Atlanta, Georgia 30319  
Attention: Corporate Secretary  
With a copy to: contractmanagement@altisource.com

**If to Listing Broker or Owner:**

Either Party may, by notice to the other Party, change the address to which such notices are to be given.

10.7. **SEVERABILITY.** If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full

force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon any such determination, the Parties shall negotiate in good faith in an effort to agree upon a suitable and equitable provision to affect the original intent of the Parties.

- 10.8. HEADINGS.** The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 10.9. WAIVERS AND AMENDMENTS MUST BE IN WRITING.** Waivers, amendments, supplements or modifications to this Agreement must be in writing and signed by the authorized representative of the Party against whom it is sought to enforce any waiver, amendment, supplement or modification. Waiver by any Party hereto of any default by any other Party hereto of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default.
- 10.10. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, including by facsimile, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party hereto or thereto and delivered to the other Parties hereto or thereto.
- 10.11. ELECTRONIC SIGNATURES.** This Agreement may be executed by providing an electronic signature under the terms of the Electronic Signatures Act, 15 U.S.C. § 7001 et. seq., and may not be denied legal effect solely because it is in electronic form or permits the completion of the business transaction referenced herein electronically instead of in person.

**IN WITNESS WHEREOF,** the Parties hereto have executed and delivered this Agreement as of the Effective Date.

<b>LISTING BROKER:</b>  (Agent's name) (Agent's License # and State)  By: _____ Name: _____ Date: _____	<b>REALHome Services and Solutions, Inc.</b>  (Agent's name) Christian Webb (Agent's License # and State) Q-163787 Georgia  By: <u>C WEBB</u> Name: <u>Christian Webb</u>
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## CONSENT FOR RELEASE OF INFORMATION FORM

### Third-Party Authorization Form

Ocwen Loan Servicing, LLC  
Mortgage Lender/Servicer Name ("Servicer")

7147226372  
Account/Loan Number

By signing below, Borrower and Co-Borrower (if any) (individually and collectively, "Borrower" or "I"), authorize the above Servicer, its partners or affiliates, and the third parties listed below (individually and collectively, "Third Party") to obtain, share, release, discuss, and otherwise provide to and with each other public and non-public personal information contained in or related to the mortgage loan of the Borrower. This information may include (but is not limited to) the name, address, telephone number, social security number, credit score, credit report, income, government monitoring information, loss mitigation application status, account balances, program eligibility, and payment activity of the Borrower.

Counseling Agency

Agency Contact Name and Phone Number

State HFA Entity

State HFA Contact Name and Phone Number

Other Third Party

Third Party Contact Name and Phone Number

Relationship to Borrower/Co-Borrower

☐ I/We do not wish to authorize any third parties to receive information about the mortgage.

I also understand and consent to the disclosure of my personal information and the terms of any agreements under the Making Home Affordable or Hardest Hit Fund Programs by Servicer or State HFA to the U.S. Department of the Treasury or their agents in connection with their responsibilities under the Emergency Economic Stabilization Act.

Ocwen will take reasonable steps to verify the identity of a Third Party, but has no responsibility or liability to verify the identity of such Third Party. Ocwen also has no responsibility or liability for what a Third Party does with such information.

This Third-Party Authorization is valid when signed by ALL borrowers and co-borrowers named on the mortgage. Authorization remains valid until Ocwen receives a written revocation signed by any borrower or co-borrower.

**I UNDERSTAND AND AGREE WITH THE TERMS OF THIS THIRD-PARTY AUTHORIZATION.**

SIGN  
HERE

Borrower Name & Signature

Date (MM|DD|YY)

SIGN  
HERE

Co-Borrower-1 Name & Signature

Date (MM|DD|YY)

SIGN  
HERE

Co-Borrower-2 Name & Signature

Date (MM|DD|YY)

### Point of Contact Information

Who you would like us to contact for any updates or issues with the short sale transaction?

Name \_\_\_\_\_

Phone Number ( ) - \_\_\_\_\_

Cell Number ( ) - \_\_\_\_\_

Fax Number ( ) - \_\_\_\_\_

Email Address \_\_\_\_\_



## AUTHORIZATION TO ACCESS PROPERTY FORM

**Property: 1906 Country Apt 202 Drive, Grayslake, IL 60030**

Name of contact person to gain access to property : \_\_\_\_\_

Is property on Lockbox? ☐ Yes ☐ No

If Yes, Lockbox combination? \_\_\_\_\_

Telephone number of contact: \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

I/We hereby authorize release to Ocwen Loan Servicing, LLC or its agents to access the subject property for the purposes of obtaining an interior market analysis/appraisal in consideration for a discounted payoff. "Agents" shall include, but not be limited to, all real estate agents, attorneys, their assistants and junior lien holders. A copy of this authorization may be accepted as an original.

## AUTHORIZATION TO NEGOTIATE WITH OTHER LIEN HOLDERS AND TO RELEASE INFORMATION




Borrower hereby authorizes Ocwen Loan Servicing, LLC ("Ocwen") through Altisource Solutions, Inc. ("Altisource") or through any other entity or person Ocwen may designate, to assist in negotiating a release of other liens that may exist on the Property and further authorizes Ocwen to release all Property Information and Borrower information to Altisource or any other entity or person Ocwen may designate to negotiate with other lien holders.

Borrower hereby authorizes all lien holders with regard to the above referenced property, including the specific lien holders identified below, to release to Ocwen, Altisource and/or their respective Agents (as defined below) and assigns any and all information or documentation that may be requested about the below-referenced loan/account and/or the above referenced property ("Property Information"). "Agents" shall mean, without limitation, real estate agents, attorneys, their assistants and lien holders. A copy of this *Authorization to Negotiate With Other Lien Holders and To Release Information* may be accepted as an original.

**Borrower shall include below information about any lien holder (and lien account number) of which they have knowledge of:**

Lien Holder	Lien Account Number
Lien Holder	Lien Account Number
Lien Holder	Lien Account Number

By signing below, borrower(s) acknowledge they have read, understand, accept and have received a copy of this agreement.

	_____ Borrower Name & Signature	_____ Date (MM DD YY)	_____ Borrower-1 Social Security Number
	_____ Co-Borrower-1 Name & Signature	_____ Date (MM DD YY)	_____ Co-Borrower-1 Social Security Number
	_____ Co-Borrower-2 Name & Signature	_____ Date (MM DD YY)	_____ Co-Borrower-2 Social Security Number