

**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.**, (“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 1** below.

**RECITALS**

- A. Listing Broker has a Listing Agreement with the Owner, who is the owner of the Property which is subject to certain Indebtedness currently serviced by Ocwen, to list and market the Property for sale.
- B. 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.
- C. 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 owed by Owner.
- D. Under direction of the Treasury Department and its Mortgage Investors, Ocwen is charged with carrying out short sales in a manner which ensures short sales are arms length and at market value.
- E. As part of Ocwen’s due diligence, Ocwen requires that Listing Broker work with RHSS to 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, auction and traditional sales techniques.
- F. Ocwen feels that utilizing this method will ensure competition among buyers and will determine whether the Sales Contract produces the best available Gross Purchase Price for the Property and highest possible repayment of the Indebtedness.
- G. In the event the RHSS team and Hubzu platform does not produce either a different buyer or a higher offer, no fees are charged and Ocwen will be assured that Listing Broker has identified the likely suitable Buyer and market price.
- H. Therefore, Listing Broker has requested RHSS and Hubzu to provide, and RHSS and Hubzu have 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 or Company (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 or Company 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.à 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 01/31/2014.
- 1.5. **EFFECTIVE DATE.** The term “**Effective Date**” means the latter date indicated in signature block, *Page 5*.

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 and Hubzu 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.

In the event the RHSS team and Hubzu platform do not produce a different buyer with a higher offer, no fees shall be charged under this Agreement. If the ultimate buyer of the Property is not the Buyer or if 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 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.

<u>TYPE</u>	<u>AMOUNT</u>	<u>PAID BY</u>	<u>PAID TO</u>
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
Facilitation 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, Hubzu, 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 and Hubzu shall not be deemed agents 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 draftsman 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 Owen, 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.

**If to Listing Broker or Owner:**

2002 Summit Boulevard, Suite 600  
Atlanta, Georgia 30319  
Attention: Corporate Secretary  
With a copy to: [shortsale@altisource.com](mailto:shortsale@altisource.com)

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.

<p><b>LISTING BROKER:</b></p> <p>(Agent's name) (Agent's License # and State)</p> <p>By: _____ Name: _____ Date: _____</p>	<p><b>REALHome Services and Solutions, Inc.</b> - <i>Alt</i></p> <p>(Agent's name) (Agent's License # and State)</p> <p>By: _____ Name: _____ Date: _____</p>
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