

SHORT SALE AUCTION MARKETING AGREEMENT

This Short Sale Auction Marketing Agreement (this "Agreement"), shall be effective as of the date that the Property is listed on the Website and shall expire thirty (30) calendar days thereafter unless earlier terminated as set forth herein (the "Sales Period"), and is entered into by and among the following parties (jointly, the "Parties"; individually, each a "Party"):

"Seller": _____,

"Broker": _____ (leave blank until Listing Agreement is executed),

and

"Xome": Xome Inc.;
Xome CT LLC (for Connecticut properties),

Regarding the real property located at:

"Property": _____.

The Parties desire to now market and sell the Property through an online marketing and auction event to be conducted by Xome pursuant to the terms below.

1. Listing Agreement. Seller (i) has previously entered into a real estate listing agreement with Broker or (ii) will enter a listing agreement with a Broker to be determined after Seller signs this Agreement (in either case, the "Listing Agreement"). If a Listing Agreement had not been entered at the time this Agreement was signed by Seller, Broker shall sign this Agreement at the same time Broker signs the Listing Agreement.

At the time Broker signs this Agreement, Broker shall provide the date of the Listing Agreement here: _____, 20____, and the listing price shown in the Listing Agreement here: \$_____.

The Listing Agreement sets forth or will set forth the terms under which Broker shall market and sell Seller's Property. When sold under the terms of this Agreement, any commission(s) that are to be calculated as a percentage of an amount set forth in the Listing Agreement shall be calculated based solely upon the Winning Bid Amount (as defined herein). All other terms of the Listing Agreement shall remain as stated in the Listing Agreement.

2. Auction Sale and Marketing of the Property. Xome shall advertise and market the Property prior to the auction event start date, by use of Xome's website (the "Website"), including but not limited to www.xome.com/auctions, as well as other media (which may include print advertising, web media, direct mail, and email marketing). All costs of such advertising and marketing provided by Xome shall be paid by Xome. Xome shall select the date on which the online marketing and auction event shall occur ("Event Date"), which Event Date shall occur during the term hereof. The online marketing and auction event will be conducted as an online-style auction in accordance with the terms and conditions of the auction as determined by Xome. Seller acknowledges that the event may involve more than one seller of properties to be marketed by Xome and marketed with Seller's Property. In the event that the Property is sold through an auction conducted by Xome, Xome shall have the right to advertise such sale and the completion of such sale.

Seller and Broker agree to cooperate in the marketing and auction of the Property by, among other things (a) providing access to the Property for a third party valuation to be completed prior to the auction, (b) making the Property available for at least one open house date prior to the auction date and directing any interested parties to submit offers through the auction process, and (c) responding to inquiries and assisting any parties interested in the

Property. Further, Seller authorizes Xome in its auction marketing materials (or otherwise) to set forth for bidders a minimum or suggested starting bid.

In addition, Broker shall provide photos to Xome for use in marketing the Property. Upon supplying such photos to Xome, Broker provides Xome an unlimited, irrevocable, worldwide, royalty-free, perpetual license to utilize such photos in connection with the marketing of the Property. In the event that a third party is used to source the photos, Broker shall defend, indemnify and hold Xome harmless from all losses, damages, liabilities, expenses and fees (including reasonable attorneys' fees) relating to any infringement claims associated with the unauthorized use of such photos.

The Property shall be sold to the highest bidder (the "Buyer"), provided the winning bid amount (the "Winning Bid Amount") is for an amount equal to or greater than an amount deemed acceptable by the borrower's servicer ("Reserve Price"). Neither Seller nor any other person shall enter any bid for the Property on Seller's behalf at any auction. Notwithstanding the foregoing, except where prohibited by law, ***Xome has the right to enter a bid for the Property up to the predetermined Reserve Price during any event to encourage bidding (but not as an offer to purchase the Property)***. Xome will not enter bids above the Reserve Price. Note: This is a common auction practice and increases the likelihood that the auction will result in an approved sale. When placing a below-Reserve Price bid on behalf of a seller of a property, the intent of Xome is to create an active marketplace for the property. This practice benefits the borrower by maximizing the price obtained (and lowering any potential deficiency balance where it is applicable under applicable law), and benefits potential buyers by keeping the auction alive for a longer period of time in the hopes of meeting the Reserve Price and effectuating a short sale.

In the event the Property does not sell on the event date (or for any other reason becomes available for sale after the event date), then during the thirty (30) day period following the event date, Xome may attempt to sell the Property through subsequent online marketing and auction events. All sales made pursuant to this agreement shall be made subject to approval by Seller's lender/servicer, and settlement shall occur consistent with the purchase or sale agreement.

3. Compensation Due Xome. In connection with the auction marketing services provided by Xome, a buyer's premium in an amount equal to five percent (5%, but not less than \$2,500) of the Winning Bid Amount shall be added to the Winning Bid Amount to establish a "Total Purchase Price" to Buyer. The buyer's premium shall be paid to Xome at closing from the sale proceeds due Seller and servicer. In the event a contract to sell the Property is entered into during the Sales Period (but not as a result of an auction), then the buyer's premium due to Xome shall be calculated by dividing the total purchase price that is set forth in the purchase agreement by 1.05, and then multiplying the resulting amount by 5%. Such amount shall be paid to Xome at closing. Such remittance shall be made, along with a copy of the final HUD-1, to:

Xome Inc.
Xome CT LLC (for Connecticut properties)
Attn: Accounts Receivable
750 Highway 121 BYP, Suite 100
Lewisville, TX 75067

4. Irrevocable Instruction and Direction to Escrow/Closing Agent. In the event Seller fails or refuses to execute an Escrow/Closing Instruction regarding the payment of such compensation to Xome as set forth herein, Xome shall be entitled to submit this Agreement to the Escrow/Closing Agent who shall treat the same as an irrevocable instruction to pay, at closing, the compensation due Xome as set forth in Section 3. Seller hereby irrevocably assigns to Xome the compensation set forth herein from Seller's funds and proceeds in escrow.

5. Documentation Required. Seller and/or Broker shall provide any legally required or Broker required disclosures related to the Property to Xome, potential buyers and the winning bidder. Seller shall use either a purchase agreement provided for its use by Xome as a courtesy to assist in expediting the transaction, or the standard form of purchase agreement that is usual and customary by real estate licensees in the applicable

jurisdiction, along with the *Short Sale Purchase Agreement – Auction Addendum* which is approved by the servicer, such form of *Short Sale Purchase Agreement – Auction Addendum* to be provided by Xome.

6. Representation of Authority. Seller represents and warrants that Seller is vested with the title to the Property or that Seller has full power and authority to enter into and perform this Agreement in accordance with the terms hereof. The person(s) executing this Agreement on behalf of Seller have full power and authority to represent, act for and bind Seller.

7. Insurance. Seller shall be responsible for maintaining insurance on the Property, if desired by Seller or otherwise required, protecting against loss by theft, fire, or other means.

8. Termination and/or Withdrawal. Seller and its servicer may withdraw the Property from the online marketing and auction event or terminate this Agreement, for any reason, during the Sales Period. In the event of such withdrawal or termination, no fees shall be due and owing to Xome unless such withdrawal or termination is due to a sale of the Property resulting from the Seller having entered into a contract during the Sales Period to sell the Property. In such event, the buyer's premium shall be paid at closing regardless of when closing occurs.

_____/_____
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Seller's Initials

9. Authorization for Xome to Access Confidential Information. Seller hereby authorizes the release and/or use of any personal private financial information related to Seller, Seller's mortgage or the Property, including but not limited to income, expenses, credit scores, status of any current or previous workout, account, balances, program eligibility, payment activity and any other confidential (including nonpublic information) information to Xome and Xome's support staff. Seller agrees that Xome can authorize a delegate to provide administrative support to facilitate procedural, or other clerical and administrative functions that are non-licensable activities on behalf of Xome. This Authorization shall remain in effect until completion of a short sale unless revoked in whole or part by Seller in a written communication to Xome as provided in this Agreement's Notice Section. **Xome and its employees, agents, contractors and representatives shall protect and safeguard all such Seller information from disclosure as required under applicable federal and state law.**

_____/_____
Seller's Initials

10. Mutual Indemnification. Each Party shall defend, indemnify and hold harmless each other Party and their respective partners, members, shareholders, managers, directors, officers, employees, agents and representatives, against and from any and all costs, losses, liabilities, and damages (including without limitation reasonable attorney's fees) arising in connection with any action, claim, proceeding, or investigation relating to this engagement except such as may be imposed or incurred by solely reason of the gross negligence, willful misconduct, bad faith, unlawful acts or fraud of the Party to be indemnified in the performance of its services and responsibilities hereunder and provided that the Party to be indemnified has acted within the scope of its authority described under this Agreement; provided, however, that Xome's indemnification obligations hereunder shall not exceed the amount of the buyer's premium received by it with respect to the Property that is the subject of such action, claim, proceeding, or investigation. Xome, in its sole and absolute discretion, shall have the right to select counsel and direct and control the defense of any action, claim, proceeding, or investigation.

11. Notices. All notices required or permitted under this Agreement shall be deemed given either if (i) delivered personally to such Party, (ii) sent by registered or certified mail, or (iii) sent by a nationally recognized overnight courier service. Any notices to Seller or Broker shall be sent to the address provided in the respective signature block below. Any notice to Xome shall be sent to 750 Highway 121 BYP, Suite 100, Lewisville, TX 75067, Attn: General Counsel.

12. LIMITATION OF LIABILITY. EXCEPT IN THE EVENT OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR VIOLATION OF LAWS, NO PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING OR ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE FOREGOING LIMITATION DOES NOT PRECLUDE OR LIMIT THE CLAIM TO OR THE APPLICATION OF ANY INSURANCE PROCEEDS THAT OTHERWISE WOULD BE PAYABLE HEREUNDER IN THE ABSENCE OF SUCH LIMITATION.

13. Governing Law and Venue. This Agreement shall be construed as if the Parties prepared this Agreement in accordance with the laws of the State of Texas, without regard to the conflicts of law principles of such state. It is expressly agreed that any litigation arising out of or relating in any way to the terms and conditions in this Agreement, at least as between the Parties hereto, shall be adjudicated in the state and federal courts located in Denton County, State of Texas. Each Party hereby waives its right to a jury trial with respect to any disputes, controversies, claims or proceedings arising out of or related to this Agreement.

14. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one single agreement between the Parties. Facsimile documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement, and all matters related hereto or thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

15. No Real Estate Brokerage Agency. Seller acknowledges that Xome is retained as the auctioneer ONLY and does not represent the Seller as a real estate broker or agent. Broker is and shall remain the listing agent for the Property and is and shall continue to be responsible for ensuring compliance with his or her duties as listing agent in the transaction, and Seller shall look to Broker with respect to all real estate agent-related services in connection with the transaction.

16. Independent Contractor. Xome.com is deemed to be an independent contractor, and has no agency relationship or other relationship with the Parties hereto except in the capacity as auctioneer. Neither Xome, Broker nor Seller may bind the other to any agreement, written or otherwise.

17. Entire Agreement; Modification. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements, understandings, negotiations or warranties or representations between the Parties with respect to the subject matter of this Agreement. This Agreement may be modified only by a writing signed by all Parties.

18. State Specific Disclosures.

For California properties: Xome has a bond on file with the Secretary of State.

For Maine properties: Auctioneer license numbers: William Hayward AUC1605

For Ohio properties: Xome's policy for returned checks, debts, and unpaid auction items can be found in the Auction Event Agreement at www.Xome.com. All auction bidders must agree to the terms of the Auction Event Agreement prior to registering for an auction.:

A reserve auction means an auction in which the seller or an agent of the seller reserves the right to establish a stated minimum bid, the right to reject or accept any or all bids, or the right to withdraw the property at any time prior to the completion of the auction by the auctioneer.

If Seller does not establish a reserve price, Client hereby affirms that Seller has a bona fide intention to transfer ownership of the property to the highest bidder. The winning bid will be subject to the review and written approval of the Client in the case where a reserve price was not provided.

Xome has no policy prohibiting potential purchasers from engaging in proxy/absentee bidding.

For South Dakota properties: No part of this Agreement shall terminate consistent with the termination provisions of ARSD 20:69:06:05, but rather, shall terminate as expressly set forth herein.

For Texas properties: Complaints related to the auction may be directed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, (512) 463-6599, www.tdlr.texas.gov.

For Virginia properties: License numbers: Xome Inc. 2908000952; William M. Hayward 2907004366
Upon Client request, documentation that accounts for all properties sold shall be made available for inspection on a daily basis.

For West Virginia properties: All applicable Xome auctioneers are licensed by the West Virginia Department of Agriculture and bonded in favor of the State of West Virginia.

Only for Arkansas properties without a reserve price:

SELLER ACKNOWLEDGES AND AGREES THAT THE PROPERTY OF SELLER (OR PORTION THEREOF IF CONSPICUOUSLY NOTED ON THIS AGREEMENT BETWEEN AUCTIONEER AND SELLER) IS TO BE SOLD AND CONVEYED TO THE HIGHEST BIDDER AT THE AUCTION SALE REGARDLESS OF PRICE AND WITHOUT SELLER HAVING ANY AUTHORITY OR LEGAL RIGHT TO REFUSE TO CONVEY THE PROPERTY (OR PORTION THEREOF) TO SUCH HIGH BIDDER. SELLER IS STRONGLY ADVISED TO VISIT WITH AN ARKANSAS LICENSED ATTORNEY WITH REGARD TO THE DIFFERENCE IN AN AUCTION WITHOUT RESERVE (SUCH AS THAT INTENDED BY AND TO OCCUR PURSUANT TO THIS AGREEMENT) AND AN AUCTION WITH RESERVE. SELLER IS ALSO STRONGLY ENCOURAGED TO VISIT WITH ANY LIENHOLDER OR SELLER PURSUANT TO ANY INSTALLMENT LAND SALE (OR SIMILAR) CONTRACT WITH REGARD TO THE NATURE OF THIS AUCTION AGREEMENT.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF, each of Parties hereto has executed this Agreement, effective the date first set forth above. Each party has read and accepted the terms of this Agreement.

XOME

By: _____

Name: _____

Title: _____

Date: _____

SELLER

By: _____

Name: _____

Address: _____

Date: _____

By: _____

Name: _____

Address: _____

Date: _____

BROKER

Brokerage Name: _____

By: _____

Name: _____

Title: _____

RE License No. _____ State _____

Address: _____

Date: _____