



SHORT SALE SERVICES FACILITATION AGREEMENT

THIS SHORT SALE SERVICES FACILITATION AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, _____, by and between NATIONAL ASSET MANAGEMENT GROUP, INC., a California corporation ("NAMG") and _____ and _____ (collectively, "Customer").

Recitals

A. WHEREAS NAMG provides loss mitigation services to real estate Agents and Brokers representing distressed homeowners, which services include providing administrative and clerical assistance to such Agents and Brokers in their negotiation of short sales on behalf of their customers, and

B. WHEREAS Customer is the owner of that certain residential real property commonly known as _____, (the "Property"), and

C. WHEREAS Customer has engaged, or will engage, the services of _____ ("Agent") and _____ ("Broker") to represent Customer in the sale of the Property and the negotiation of a potential short sale with the Customer's lenders, and

E. WHEREAS Agent/Broker intend to engage NAMG to provide them with certain administrative and clerical services in connection with their negotiation of a potential short sale on behalf of Customer, and

F. WHEREAS Customer wishes to authorize Agent/Brokers' engagement of NAMG to provide such administrative and clerical services,

IT IS THEREFORE AGREED as follows:

Agreement

1. **Listing Agreement.** Customer has entered into, or shortly will enter into, a listing agreement with _____ (Agent) and _____ (Broker), to represent Customer in the sale of the Property to a third party purchaser. Agent and/or Broker shall be solely responsible for all aspects of the sale of the Property, which services shall include but not be limited to, the negotiation of a possible short sale with Customer's lender(s), marketing the Property, conducting "open houses", procuring offers, submitting such offers to the Lender(s), opening escrow, and overseeing the sale process through the close of escrow. Agent and Broker are real estate professionals, licensed in good standing by the California Department of Real Estate.

2. **Approval of Engagement.** Customer understands and acknowledges that Agent/Broker intend to engage the services of NAMG to receive documents from Customer and Customer's lenders, package the same, and forward said documents to the Agent/Broker, Customer, and Lender(s) as needed. However, under the terms of this Agreement NAMG shall not be engaged in any negotiations with Customer's Lenders, and the Agent/Broker shall act as the Customer's sole representative in all negotiations with the Lenders concerning a potential short sale of the Property. It is further understood and acknowledged that NAMG shall have no responsibility for the completion, effect, or legal sufficiency of any of the documents transmitted pursuant to this Agreement.

3. **Customer Information.** Customer agrees to furnish NAMG with such information and documentation with respect to the Property and Customer's personal finances as Agent/Broker may reasonably require in the performance of their services on behalf of Customer.

4. **Term of Agreement.** The term of this Agreement shall commence on the date of execution hereof, and continue in effect until the earlier of (i) the completion of a short sale of the Property; (ii) the expiration of the listing agreement between Customer and Agent/Broker; or (iii) the sale of the Property by the lender(s) via trustee's sale or decree of judicial foreclosure.

5. **Compensation.** Customer understands and acknowledges that as compensation for its services hereunder, NAMG shall be paid the sum of \$300.00 by the escrow holder at the time of the closing of the short sale transaction. Customer agrees to execute an appropriate instruction to the escrow holder to allow NAMG to perform its services hereunder.

6. **Relationship of the Parties.** The relationship of NAMG to Customer and its Agent/Broker is that of an independent contractor, and neither NAMG nor Customer is to be considered the agent or the legal representative of the other party, and neither party shall have the power or right to obligate, direct, or supervise the daily affairs of the other party. Customer understands and acknowledges that NAMG is not associated with the government, and that the services provided by NAMG under this Agreement are not approved by the Government or by the Lender(s), and that NAMG is merely acting at the request of the Agent/Broker.

7. **Assignability.** Neither this Agreement, nor any provision hereof, may be assigned without the prior written consent of the other party.

8. **Entire Agreement.** This Agreement contains the entire statement of the agreement between the parties concerning the subject matter hereof, and supersedes and replaces all prior or contemporaneous agreements, understandings, communications, representations and warranties, oral or written, express or implied, concerning said subject matter. This Agreement may only be amended by an instrument in writing, signed by all parties hereto.

9. **Partial Invalidity.** If any provision of this Agreement is deemed to be invalid or unenforceable by a court of competent jurisdiction, such partial invalidity or unenforceability shall not affect any of the remaining provisions, all of which shall continue in full force and effect.

10. **Notices.** All notices required or permitted to be given by either party to the other party hereunder shall be given in writing, and shall be deemed given when personally served, or when deposited in the United States mail, via registered or certified mail, return receipt requested and postage prepaid, and addressed to the party herein as follows:

IF TO NAMG:

NATIONAL ASSET MANAGEMENT GROUP
640 N. Tustin Ave., Suite 106
Santa Ana, CA 92705

Attn: David Erb, Short Sale Division Manager

With a copy to: Legal Department

IF TO CUSTOMER:

Either party may change its said address by written notice to the other parties in accordance with the provisions of this paragraph.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

EXECUTED the day and year first above-written at Sacramento, California.

NAMG:

CUSTOMER:

NATIONAL ASSET
MANAGEMENT GROUP
A California corporation

By: _____

Its: _____