



**SHORT SALE (see addenda)
EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT &
AGENCY DISCLOSURE**



(PART A)
THIS IS A LEGALLY BINDING CONTRACT. - READ CAREFULLY BEFORE SIGNING.
DESIGNATED AGENCY BROKERAGE

THIS AGREEMENT is entered into effective the _____, by and between Town & Country Apollo Properties (the "Company") and _____ (the "Seller").

1. TERM OF LISTING. The Seller hereby grants to the Company, including Lynn C Fillmore (the "Seller's Agent") as the authorized agent for the Company, for the period of 12 months starting on the date listed above, and ending at 5:00 P.M. (MST) on the _____ (the "Listing Period"), the Exclusive Right to Sell, Lease, or Exchange real property owned by the Seller, described as: _____ (the "Property"), at the listing price and terms stated on the attached property data form (the "Data Form"), or at such other price and terms to which the Seller may agree in writing.

2. BROKERAGE FEE. If, during the Listing Period, the Company, the Seller's Agent, the Seller, another real estate agent, or anyone else locates a party who is ready, willing and able to buy, lease, or exchange (collectively "acquire") the Property, or any part thereof, at the listing price and terms stated on the Data Form, or any other price and terms to which the Seller may agree in writing, the Seller agrees to pay to the Company a brokerage fee in the amount of * (see addenda item 4j) Seller Acknowledgments. The brokerage fee * six 6 % of such acquisition price. The brokerage fee, unless otherwise agreed in writing by the Seller and the Company, shall be due and payable from the Seller's proceeds on: (a) if a purchase, the date of recording of the closing documents for the acquisition of the Property; (b) if a lease, the effective date of the lease; or (c) if an option, the date the option agreement is signed. If within the Listing Period, or any extension of the Listing Period, the Property is withdrawn from sale, transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of Seller, without the written consent of the Company; or if the sale is prevented by default of the Seller, the brokerage fee shall be immediately due and payable to the Company. The Company is authorized to share the brokerage fee with another brokerage participating in any transaction arising out of this Listing Agreement. **and also with any principals involved**

3. PROTECTION PERIOD. If within Six (6) months after the termination or expiration of this Listing Agreement, the Property is acquired by any party to whom the Property was offered or shown by the Company, the Seller's Agent, the Seller, or another real estate agent during the Listing Period, or any extension of the Listing Period, the Seller agrees to pay to the Company the brokerage fee stated in Section 2, unless the Seller is obligated to pay a brokerage fee on such acquisition to another brokerage based on another valid listing agreement entered into after the expiration or termination date of this Listing Agreement.

4. SELLER WARRANTIES/DISCLOSURES. The Seller warrants to the Company that the individuals or entity listed above as the "Seller" represents all of the record owners of the Property. The Seller warrants that it has marketable title and an established right to sell, lease, or exchange the Property. The Seller agrees to execute the necessary documents of conveyance. The Seller agrees to furnish buyer with good and marketable title, and to pay at Settlement, for a standard coverage owner's policy of title insurance for the buyer in the amount of the purchase price. The Seller agrees to fully inform the Seller's Agent regarding the Seller's knowledge of the condition of the Property. Upon signing of this Listing Agreement, the Seller agrees to personally complete and sign a Seller's Property Condition Disclosure form. The Seller agrees to indemnify and hold harmless the Seller's Agent and the Company against any claims that may arise from: (i) the Seller providing incorrect or inaccurate information regarding the Property; (ii) the Seller failing to disclose material information regarding the Property, including, but not limited to, the condition of all appliances; the condition of heating, plumbing, and electrical fixtures and equipment; sewer problems; moisture or other problems in the roof or foundation; the availability and location of utilities; and the location of property lines; and (iii) any injuries resulting from any unsafe conditions within the Property.

5. AGENCY RELATIONSHIPS. By signing this Listing Agreement, the Seller designates the Seller's Agent and the Principal/Branch Broker for the Company (the "Broker"), as agents for the Seller to locate a buyer for the Property. The Seller authorizes the Seller's Agent or the Broker to appoint another agent in the Company to also represent the Seller in the event the Seller's Agent or the Broker will be unavailable to service the Property. As agents for the Seller, they have fiduciary duties to the Seller that include loyalty, full disclosure, confidentiality, and reasonable care. The Seller understands, however, that the Seller's Agent and the Broker may now, or in the future, be agents for a buyer who may wish to negotiate a purchase of the Property. Then the Seller's Agent and the Broker would be acting as Limited Agents - representing both the Seller and buyer at the same time. A Limited Agent has fiduciary duties to both the Seller and the buyer. However, those duties are "limited" because the agent cannot provide to both parties undivided loyalty, full confidentiality and full disclosure of all information known to the agent. For this reason, the Limited Agent is bound by a further duty of neutrality. Being neutral, the Limited Agent may not disclose to either party information likely to weaken the bargaining position of the other - for example, the highest price the buyer will offer, or the

lowest price the Seller will accept. THE SELLER IS ADVISED THAT NEITHER THE SELLER NOR THE BUYER IS REQUIRED TO ACCEPT A LIMITED AGENCY SITUATION IN THE COMPANY, AND EACH PARTY IS ENTITLED TO BE REPRESENTED BY ITS OWN AGENT. If Limited Agency is agreed to below; (a) the Seller authorizes the Seller's Agent and the Broker to represent both the Buyer and the Seller as Limited Agents when the Seller's Agent and the Broker also represent the Buyer of the Property that the Seller owns; (b) the Seller further agrees that when another agent in the Company represents the Buyer, that agent will exclusively represent the Buyer, the Seller's Agent will exclusively represent the Seller, and the Broker will act as a Limited Broker. **IN EITHER EVENT, IF LIMITED AGENCY IS AGREED TO BELOW, THE BUYER AND THE SELLER WILL BE REQUIRED TO SIGN A SEPARATE LIMITED AGENCY CONSENT AGREEMENT AT THE TIME THE LIMITED AGENCY SITUATION ARISES. INITIAL APPLICABLE BOX: [] I AGREE TO LIMITED AGENCY; OR [] I DO NOT AGREE TO LIMITED AGENCY.**

6. PROFESSIONAL ADVICE. The Company and the Seller's Agent are trained in the marketing of real estate. Neither the Company nor its agents are trained or licensed to provide the Seller or any prospective buyer with legal or tax advice, or with technical advice regarding the physical condition of the Property. SELLER IS ADVISED NOT TO RELY ON THE COMPANY, OR ON ANY AGENTS OF THE COMPANY, FOR A DETERMINATION REGARDING THE PHYSICAL OR LEGAL CONDITION OF THE PROPERTY. If the Seller desires advice regarding: (i) past or present compliance with zoning and building code requirements; (ii) legal or tax matters; (iii) the physical condition of the Property; (iv) this Listing Agreement; or (v) any transaction for the acquisition of the Property, the Seller's Agent and the Company **STRONGLY RECOMMEND THAT THE SELLER OBTAIN SUCH INDEPENDENT ADVICE. IF THE SELLER FAILS TO DO SO, THE SELLER IS ACTING CONTRARY TO THE ADVICE OF THE COMPANY.**

7. DISPUTE RESOLUTION. The parties agree that any dispute, arising prior to or after a closing, related to this Listing Agreement shall first be submitted to mediation through a mediation provider mutually agreed upon by the Seller and the Company. If the parties cannot agree upon a mediation provider, the dispute shall be submitted to the American Arbitration Association. Each party agrees to bear its own costs of mediation. If mediation fails, the other remedies available under this Listing Agreement shall apply.

8. ATTORNEY FEES. Except as provided in Section 7, in case of the employment of an attorney in any matter arising out of this Listing Agreement, the prevailing party shall be entitled to receive from the other party all costs and attorney fees, whether the matter is resolved through court action or otherwise. If, through no fault of the Company, any litigation arises out of the Seller's employment of the Company under this Listing Agreement (whether before or after a closing), the Seller agrees to indemnify the Company and the Seller's Agent from all costs and attorney fees incurred by the Company and/or the Seller's Agent in pursuing and/or defending such action.

9. SELLER AUTHORIZATIONS. Seller authorizes the Company and/or Seller's Agent as follows (**check applicable boxes**):

Advertise the Property through each MLS in which the Company participates, advertise via the internet, and disclose to the MLS after Closing, the final terms and sales price, consistent with the requirements of the MLS; Communicate with the Seller for the purpose of soliciting real estate-related goods and services during and after the term of this Listing Agreement, at the following numbers or email address: _____hm: _____wk: _____cell: _____fax: _____; Obtain financial information from any mortgagee or other party holding a lien or interest on the Property; Have keys to the Property; Have a key-box installed on the Property; Hold Open-Houses at the Property; Place a for sale sign(s) on the Property (i.e., the only for sale sign(s) on the Property shall be that of the Company); Order a Preliminary Title Report; on the Property. In any transaction for the acquisition of the Property, Seller agrees that the Earnest Money Deposit may be placed in an interest-bearing trust account with interest paid to the Utah Association of Realtors Housing Opportunity Fund (UARHOF) to assist in creating affordable housing throughout the state; Order a Home Warranty Plan. Seller acknowledges that the Company has discussed with Seller the safeguarding of personal property and valuables located within the Property. Seller acknowledges that the Company is not an insurer against the loss of or damage to personal property. Seller agrees to hold the Company harmless from any loss or damage that might result from any authorizations given in this Section 9. **Seller's Initials**

10. ATTACHMENT. The Data Form is incorporated into this Listing Agreement by this reference. In addition to the Data Form, there **ARE** **ARE NOT** additional terms contained in an Addendum attached to this Listing Agreement. If an Addendum is attached, the terms of that Addendum are incorporated into this Listing Agreement by this reference.

*see short sale addenda & short sale disclosure

11. EQUAL HOUSING OPPORTUNITY. The Seller and the Company shall comply with Federal, State, and local fair housing laws.



12. FAXES. Facsimile (fax) transmission of a signed copy of this Listing Agreement, and retransmission of a signed fax, shall be the same as delivery of an original. If this transaction involves multiple owners this Listing Agreement may be executed in counterparts.

13. ENTIRE AGREEMENT. This Listing Agreement, including the Seller's Property Condition Disclosure form and the Data Form, contain the entire agreement between the parties relating to the subject matter of this Listing Agreement. This Listing Agreement may not be modified or amended except in writing signed by the parties hereto.

THE UNDERSIGNED Seller does hereby agree to the terms of this Listing Agreement.

(Seller's Signature) (Address/Phone) (Date)

(Seller's Signature) (Address/Phone) (Date)

ACCEPTED BY The Company
By:  (Authorized Seller's Agent) _____ (Date)
By:  (Principal/Branch Broker) _____ (Date)
Lynn C Fillmore Lynn C Fillmore

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**EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY
DISCLOSURE (SHORT SALE)**

THIS IS AN ADDENDUM to that EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE (the "Listing Agreement") entered into on the _____, between _____, the "Seller"), and Town & Country Apollo Properties (the "Company"), regarding the Property located at: _____ (the "Property"). The following terms are hereby incorporated as part of the Listing Agreement, and to the extent these terms modify or conflict with any provisions of the Listing Agreement, these terms shall control.

1. Acknowledgment of Short Sale Disclosure. Seller acknowledges that Seller has received from the Company a form entitled Short Sale Disclosure (the "Short Sale Disclosure"). Seller acknowledges that Seller has read, understands, and agrees with the information contained in the Short Sale Disclosure.

2. Third Parties Considerations. Seller acknowledges that a Short Sale is subject to Third Party approval. Third Parties ("Third Parties") may impose conditions prior to approval of a Short Sale, including, but not limited to: (a) the Third Parties obtaining a broker price opinion or appraisal; (b) requiring Seller to demonstrate financial hardship; (c) requiring Seller to provide copies of tax returns, pay stubs, assets, and other financial information.

3. Seller Authorizations. Seller authorizes the Company to:

- (a) Advertise the Property as a Short Sale in all marketing materials prepared by the Company;
- (b) Advertise the Property as a Short Sale on the MLS (in accordance with the MLS rules and regulations);
- (c) Continue to advertise the Property for sale on the MLS (in accordance with the MLS rules and regulations) until approval of the Short Sale by the Third Parties;
- (d) Contact the Third Parties to obtain lien payoff amounts or other related information regarding the Short Sale;
- (e) Communicate directly with the Third Parties on Seller's behalf; and
- (f) Provide to the Third Parties such disclosures, information, and documentation requested by the Third Parties for the purpose of obtaining approval of the Short Sale.

4. Seller Acknowledgments. Seller acknowledges the following:


- (a) If the Third Parties agree to a Short Sale, then (i) Seller may not receive any sales proceeds at Closing; (ii) Seller may be required by the Third Parties to bring some of Seller's own funds to Settlement; (iii) the Third Parties may seek a deficiency judgment against Seller or pursue other collection efforts to recover any loss incurred by the Third Parties in accepting the Short Sale; and (iv) even if the Third Parties elect not to pursue a deficiency judgment, any Short Sale discount accepted by the Third Parties may be reported to the IRS by the Third Parties as taxable income to Seller;
- (b) If the Third Parties refuse to approve the Short Sale, the Property may go into foreclosure and Seller may lose all legal and financial interest in the Property;
- (c) A Short Sale transaction may have a negative impact on Seller's credit rating even if the foreclosure process has not officially begun, or once begun, is not completed;
- (d) Upon marketing the Property as a Short Sale, Seller may receive one or more offers for the purchase of the Property, but the Third Parties may require that only one offer be presented to the Third Parties for approval;
- (e) There are other legal and financial options that Seller may want to consider with legal counsel and tax advisors rather than a Short Sale, including, but not limited to: (i) negotiating a loan modification; (ii) refinancing; (iii) bankruptcy; (iv) foreclosure; or (v) a deed in lieu of foreclosure;
- (f) The Company has no control over the decision of the Third Parties to accept a Short Sale, or over the timing associated with that decision;
- (g) Seller agrees to hold the Company harmless from acts or omissions of the Third Parties;
- (h) If the Third Parties do not cooperate or fail to communicate with the Company, the Company may cancel this Listing Agreement by providing written notice to Seller;
- (i) If the Property is conveyed to any mortgage insurer or lien holder during the term of this Listing Agreement, then in such event, Seller or the Company may cancel this Listing Agreement prior to its expiration by providing written notice to the other party;

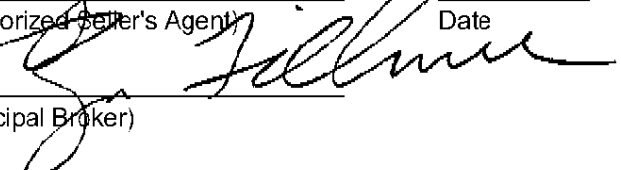
- * ~~(j) The brokerage fees referenced in this Listing Agreement are subject to the Third Parties approval; and~~
(k) ~~Seller is advised by the Company to consult with legal counsel and other professionals as provided in Section 5 below.~~

5. Advice to Consult with Legal Counsel and Other Professionals. Seller has been advised by Seller's Agent and the Company that: (a) there may be significant legal and tax consequences, and negative credit rating impacts associated with entering into a Short Sale; (b) Seller is strongly encouraged by the Company and the Seller's Agent that before agreeing to a Short Sale, and entering into any agreement with the Third Parties, as defined in the Short Sale Disclosure, Seller should obtain and carefully evaluate professional advice from legal counsel and tax advisors to assure that Seller fully understands and accepts the legal and tax consequences of entering into an agreement and completing a Short Sale. Seller acknowledges and agrees that Seller is not relying on Seller's Agent or the Company regarding any interpretation of the legal and tax consequences of a Short Sale transaction.

ALL OTHER TERMS of the Listing Agreement, not modified by this ADDENDUM shall remain the same. Seller acknowledges that Seller has read, understands, and agrees to the terms of this Addendum.

Seller Signature	Date	Seller Signature	Date
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ACCEPTED by the Company			
by _____	_____		
(Authorized Seller's Agent)	Date		

by _____			
(Principal Broker)			

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SHORT SALE DISCLOSURE

THIS SHORT SALE DISCLOSURE is provided by: Town & Country Apollo Properties (the "Company")
to: _____ [] the Buyer [X] Seller of the following property located at:
_____ (the "Property"). The following is an explanation regarding some of the
practical and legal issues involved in Short Sales.

1. SHORT SALE DEFINED. The term "Short Sale" is used in the real estate business to describe a situation where the current fair market value of the property is less than the debt owing against the property. In other words, the Seller can't sell the property unless the creditors ("Third Parties") agree to accept a payment that is less than (or "short" of) the amounts actually owed to those Third Parties. The Third Parties may include mortgage lenders, mortgage insurers, bankruptcy trustees, and federal, state and local taxing authorities (such as the IRS or State Tax Commission) or other lien holders.

2. THIRD PARTY APPROVAL CONDITION. A Short Sale requires the written approval of the Third Parties. Consequently, the Seller of the property and any Buyer is advised that even if they reach an agreement with each other for the purchase and sale of the property the Buyer's obligation to purchase, and the Seller's obligation to sell, are respectively conditioned upon Third Party Approval of the Short Sale as defined in the Short Sale Addendum.

3. THIRD PARTY REJECTION OR CHANGES TO THE PROPOSED SHORT SALE. Third Parties may reject a proposed Short Sale. If however, the Third Parties do not reject the proposed Short Sale, they will usually send to the Seller a list of requested changes to the proposed purchase contract ("Third Party Modifications"). The Third Party Modifications may affect the Seller; and others may affect the Buyer. For example, the Third Parties may not permit the Seller to pay for any of the Buyer's closing costs, or may require that the transaction close by a certain date. The Seller and the Buyer are not obligated to accept any of the requested Third Party Modifications – in which case, there will be no Short Sale. If, however, the Seller and Buyer agree upon the Third Party Modifications in an addendum to the REPC, then the Short Sale transaction may proceed to closing.

4. DELAYS IN RESPONSE FROM THE THIRD PARTIES. Most purchase contracts for Short Sales impose a deadline for written approval by the Third Parties. The Third Parties may not meet that deadline or respond at all. The Seller and the Buyer should be prepared for significant delays in receiving any response from the Third Parties.

5. RIGHT OF THIRD PARTIES TO ENCOURAGE ADDITIONAL OFFERS. As a condition to considering any proposed Short Sale, the Third Parties may require the Seller to keep the Property on the market even after the Seller and the Buyer have agreed to the terms of a proposed purchase contract. The Third Parties want to obtain the highest possible price for the property. Therefore, some Third Parties require the Seller to keep the Property on the market, and to promptly submit to the Third Parties any additional offers that the owner may receive from other Buyers. The Seller and the Buyer should understand that the Third Parties may not respond to a proposed Short Sale transaction until they have had an opportunity to compare that offer with other purchase offers. That process may also result in significant delays for all parties.

6. RIGHT OF BUYER AND SELLER TO CANCEL. Seller and Buyer are also advised that at any time prior to the Third Party Approval Deadline or the Third Party Approval, whichever occurs first, as defined in the Short Sale Addendum, Buyer or Seller may cancel the proposed Short Sale transaction in accordance with the terms and conditions of the Short Sale Addendum.

7. TAX AND LEGAL CONSEQUENCES. The undersigned is advised that participating in a Short Sale transaction may have negative legal or tax consequences. You are advised to consult your attorney or tax advisor if you desire specific legal or tax advice.

ACKNOWLEDGEMENT OF RECEIPT

The undersigned acknowledge that they have read and understand this document.

Signature	Date	Signature	Date
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