Short Sale Addendum to Exclusive Right of Sale Listing Agreement

A short sale generally occurs when the Seller's net sale proceeds after payment of customary closing costs from the sale of real property are insufficient to pay outstanding mortgage and/or other lien(s) in full at closing. Typically, a short sale seller is in default of loan or lien obligations and is able to document the financial inability to meet ongoing repayment obligations.

The following provisions are made a part of the Exclusive Right of Sale Listing Agreement between Nicola Scuderini / _____ (**Seller**) and Optima One Realty, Inc _____ (**Broker**) concerning the Property located at 1000 Boylston St, Leesburg, FL 34748 _____.

1. **Seller** authorizes **Broker** and its agent (whether serving as transaction broker or single agent) to: (a) market the Property as a short sale or pre-foreclosure property in the MLS, in accordance with the MLS rules and regulations or other marketing medium; and (b) continue to market the Property for sale according to the MLS rules and regulations until Seller's lender(s) and/or lien holder(s) (collectively the "Lender") approves the short sale; and (c) disclose or provide any requested information or documentation to the Lender for the purpose of obtaining approval from the Lender in connection with the sale of the listed property; and (d) contact the Lender's loss mitigation or similar department to obtain loan and/or lien status, account and payoff -related information; and (e) provide comparables, broker price opinions (information regarding comparable properties, general condition of the community and the condition of the Property in relation to the other properties in the community), MLS and other data documenting the current value of the Property; and (f) provide any and all mortgage and/or other lien account and payoff information to prospective buyers and/or their agents or brokers; and (g) coordinate visual inspection of the Property by authorized representative(s) of the Lender.

2. **Seller** authorizes Broker and its agent to include a contingency for: (a) approval of the purchase price and all other terms of the sales contract by Seller's Lender; and (b) Lender's agreement to accept a payoff which is less than the balance owed on the loan and/or lien; and (c) Lender's issuance of a release and satisfaction of the mortgage(s) and/or lien(s) upon Lender's receipt of the reduced payoff amount(s).

3. **Seller** shall promptly (upon request) furnish the Lender with copies of the executed purchase and sale contract, preliminary closing statement prepared by the closing agent, seller's financial information such as pay stubs, tax returns, bank statements, medical bills, a hardship letter outlining Seller's financial difficulties to justify the short sale, proof of Seller's assets and liabilities, homeowner or condominium association lien status letters (when applicable) and any other documentation Lender deems necessary to substantiate Seller's inability to make repayment obligations to the Lender.

4. **Seller** acknowledges that the commission offered to a cooperating broker under the listing agreement may be modified if Lender reduces the compensation to be paid to **Broker**.

5. **Seller** acknowledges that: (a) Seller will not receive any net sales proceeds at closing and may be required by the lender to deposit own funds into escrow; and (b) sale of the Property is possible if the Lender agrees to take less than what was owed as a payoff and that the Lender may require the Seller to pay the difference of what was owed as a deficiency judgment; and (c) if Lender refuses to honor the approved discount(s) and closing is not possible, the Property could go to foreclosure; and (d) if the short sale is successful and there is no deficiency judgment, the discount received may become a taxable event to the Seller. Seller may also be taxed on gain in the value of the property from the date of Seller's purchase to the date of the sale. Seller is advised that other options, including but not limited to modification of the existing loan/lien, refinancing, bankruptcy, foreclosure or deed in lieu of foreclosure may be more appropriate than a short sale. Seller is advised to consult with the appropriate legal, tax and financial professionals.

This addendum amends the above-referenced listing agreement between **Seller** and **Broker**. All other non-conflicting provisions of that agreement remain in full force and effect.

BM-SIGNED 11/01/25 01:32 PM EDT	Nov 01, 2026		
SELLER	DATE	SELLER	DATE
BROKER	DATE	LISTING ASSOCIATE	DATE

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