

PREMIER REAL ESTATE GROUP, INC.
BUYER - BROKER PARTICIPATION AGREEMENT

This Buyer - Broker Participation Agreement (this "Agreement") is entered into as of _____, 200__ by and between _____, ("Buyer"), Premier Real Estate Group, Inc. ("Premier"), and _____ ("Broker") in consideration of and upon the terms set forth in this Agreement.

1. **Background.** Buyer wishes to bid on properties in a real estate auction overseen by Premier and conducted by National Real Estate Auction Corporation ("National") and to be represented by Broker in any purchase transactions resulting from the auction. Broker wishes to represent Buyer in any real estate purchase transaction resulting from the auction. Premier will act as a real estate broker in transactions resulting from the auction.
2. **Commission Agreement Between Broker and Premier.**
 - A. **Qualifying for Commission.** Broker will not qualify for a commission if Buyer has previously contacted Seller, Premier or National, or if Buyer has previously been contacted by Seller. Further, in order for Broker to qualify for a commission under this Agreement:
 - (1) Buyer must be a Winning Bidder at the auction, as defined in the Bidder Agreement executed by and between Bidder, National and Premier;
 - (2) Buyer must consummate a purchase transaction on the property on which Buyer was a Winning Bidder at the auction;
 - (3) Broker must be an active, Arizona-licensed real estate broker not prohibited by law from participating;
 - (4) Broker or Broker's agent on behalf of Broker must sign this Agreement and return it to Premier Real Estate Group more than 24 hours before the auction. Forms sent directly to a seller will not be honored;
 - (5) Broker must attend auction with Buyer;
 - (6) Broker must show the property in person to Buyer;
 - (7) Broker must sign the purchase documentation at the Auction;
 - B. **Commission Paid at Close of Escrow.** Commissions subject to this Agreement will only be due and payable at the time of close of escrow.
 - C. **No Claims for Commissions.** Broker agrees to indemnify and hold Premier harmless for, from, and against all claims for commissions under this Agreement. Further, Broker understands that no oral registration will qualify Broker for a commission.
 - D. **No Reliance.** Broker is not relying on any warranty, guaranty, or representation made by Premier or National concerning the nature, square footage, condition, value, or quality of any property including but not limited to the water, soil, geology, and suitability of any property for any purpose.
 - E. **Division of Buyer's Premium Between Broker, Seller's Broker and Premier.** Broker agrees that if Buyer is a Winning Bidder, at the close of escrow: (i) a commission equal to 3.5% of the winning bid shall be paid to Broker out of the Buyer's Premium as defined in the Bidder Agreement, (ii) a commission equal to 3.5% of the winning bid shall be paid to the seller's

broker out of the Buyer's Premium, and (iii) the balance of the Buyer's Premium shall be paid to Premier.

F. **Recognition of Brokers.** If more than one broker submits a signed original of this Agreement to Premier on behalf of Buyer, then the first completed Agreement that is received by Premier bearing the signatures of Buyer and a broker shall be in full force and effect and all others shall be void, unless otherwise agreed in writing by Premier and Buyer.

G. **Amendments Must Be in Writing.** All amendments to this Agreement must be in writing and signed by Premier and Buyer.

All other rights and obligations of Broker and Buyer under any other agreements executed by them shall remain in full force and effect. This Agreement may be executed in counterparts and the signature pages combined to constitute one document. Facsimile signatures shall be deemed to have the same force and effect as original signatures. This Agreement shall govern in the event of conflict with any other agreements between Buyer and Broker.

BUYER, BROKER, AND PREMIER AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT.

Buyer

Broker or Listing Agent

Signature

Signature

Name

Name / License Number

Date

Date

Spouse or Co-Buyer

Premier Real Estate Group, Inc.

Signature

Signature

Name

Name

Date

Date