

POST AUCTION TERMS FOR BROKER PARTICIPATION

Property Address: 10726 S. Lakewood Avenue, Tulsa, OK 74137

A 2% (two percent) commission on the winning bid for the above-referenced property will be paid by an escrow agent of B A Rigby & Associates to the licensed Broker who pre-registers a prospect according to the Broker Participation Guidelines, herein, and who subsequently closes on the property, provided the earnest money deposit is approved by and deposited with B A Rigby & Associates Escrow, and all auction terms are complied with in their entirety. There are and will be NO exceptions.

The licensed Broker must also register with B A Rigby & Associates and give evidence of current license and date of expiration of said license. All registrations must be accepted by an approved representative of B A Rigby & Associates and acknowledged by return fax or email. A registration that is not accepted will nullify any Broker commission.

The licensed Broker must show the property in person to his or her buyer, identify himself/herself and his/her prospect(s) to B A Rigby staff, present a bank letter of guarantee or cashier's check in the amount of \$50,000 made out to the prospect(s) (which will be endorsed and put into escrow if owner accepts said prospect(s) offer to purchase the property), and encourage the prospect(s) to work with B A Rigby in the purchase of this property. If the Broker or Agent is acting as principal or on behalf of a family, this form must still be completed and submitted for acceptance. This Broker Participation form must be completed in its entirety and include signatures of the Broker and B A Rigby. If the prospect(s) offer is accepted by the owner, he/she/they shall execute a purchase agreement, endorse a cashier's check, if applicable, and pay any down payment difference with a personal or company check immediately following acceptance of the offer. All commissions owed will be paid within five (5) business days following closing, and Broker/Agent agrees to hold harmless and indemnify B A Rigby & Associates—including coverage of its reasonable attorney's fees—from any and all claims with regard to any such commission(s).

Anyone other than the Broker or approved listed prospect(s) bidding on said real estate for Broker or approved listed prospect(s) shall nullify this Broker Participation Agreement. No Broker will be recognized for a prospect that has been in contact with B A Rigby, auctioneer(s), or its/their representatives prior to registering for this auction. Should a commission reduction be required to complete the sale, any reductions will be applied proportionately to any party entitled to a commission. Commission, as established herein, will be disbursed by B A Rigby Escrow (not the closing company), and will be paid on Real Estate ONLY—not on accompanying personal property, if any. If the buyer, as referenced herein, fails to comply with all auction terms and obligations—as set forth herein and included within the Real Estate Auction Terms & Conditions for the buyer—Broker/Agent will not be entitled to any commission from B A Rigby & Associates.

There will be no exceptions to these terms and conditions and no oral registrations will be accepted.

Buyer Name: _____ Broker Name: _____

Buyer Address: _____ Broker Signature: _____

Agent Name: _____ Company: _____

Agent Signature: _____ Broker Address: _____

Agent Telephone: _____ Broker Telephone: _____

Agent Email: _____ Broker Email: _____

Lic. No: _____ Exp. Date: _____ Lic. No: _____ Exp. Date: _____

Accepted by Auction Company: _____ Date: _____

