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BUYER / SELLER AGENCY AGREEMENT

1.

GENERAL PROVISIONS:

1.1

This Buyer / Seller **Agency Agreement** (“Agreement”), dated as of _____, is made by and between: _____

_____ (“Buyer / Seller” whose address is

_____, telephone number (_____) _____, Fax

No. (_____) _____, and;

_____, (“Agent”), whose address is

_____, telephone number (_____) _____,

Fax No. (_____) _____.

1.2

Buyer / Seller desires to buy / sell property meeting the following specifications (or at the following location if selling):

General location:

Approximate building size:

Approximate land size:

Other:

1.3

This Agreement commences on _____, _____, and expires at 5:00 P.M. on _____, _____, (“Term”).

1.4

Agent shall use reasonably diligent efforts to find a property for purchase (or to sell property if selling) which meets the Buyer / Seller’s Specifications. However, Buyer / Seller is under no obligation to make any such purchase (or sale)

2.

EMPLOYMENT AND RIGHTS

2.1

Buyer / Seller hereby employs Agent as Buyer / Seller’s sole and exclusive agent to represent Buyer / Seller to find (sell) a property meeting Buyer / Seller’s Specifications. Agent shall use reasonable and diligent efforts to find and submit suitable properties for Buyer / Seller’s consideration. All negotiations and discussions shall be conducted by Agent on behalf of Buyer / Seller. Buyer / Seller shall promptly disclose and refer to Agent all written or oral inquiries or contacts it receives from any source regarding a possible purchase (or sale).

2.2

Buyer / Seller specifically authorizes Agent to:

(a) Solicit information on listed and unlisted properties ("Property" or "Properties") on Buyer / Seller's behalf;

(b) Submit and obtain responses to requests for proposals from third parties;

(c) At Buyer / Seller's direction, submit offers and deposits on Buyer / Seller's behalf; and

(d) Transmit information concerning Buyer / Seller's Specifications to other brokers, owners of potentially suitable property, governmental agencies, municipalities, and listing services. Buyer / Seller shall identify to Agent as "confidential" any communications or information provided to Agent that Buyer / Seller considers confidential and desires not to be disclosed by Agent.

(e) Agent is not authorized to, in any way, bind Buyer / Seller to buy (or directly sell) a particular property.

2.3

Agent shall cooperate with brokers ("Cooperating Brokers"). If a Cooperating Broker represents the owner of a property, then Agent shall act as agent for Buyer / Seller only and the Cooperating Broker shall act as Agent for the property owner only.

3.

COMPENSATION.

3.1

Agent shall be entitled to be paid:

(1) a commission in the amount of _____; or

(2) in accordance with the commission schedule attached hereto (both methods of compensation are collectively referred to as "Agreed Commission") if a purchase is consummated. Said Agreed Commission is payable without regard to whether the Transaction is consummated as a result of the efforts of the Agent, owner, or any other person or entity.

[OPTIONAL: Agent shall endeavor to have the owner of the property purchased ("Owner") pay the commission owed to Agent. Agent may elect, at Agent's sole discretion, to accept Owner's standard commission schedule in lieu of the Agreed Commission. Buyer / Seller hereby agrees to use its best efforts to support and assist Agent in collecting such brokerage commission from Owner.

3.2

In the event Owner or Owner's agent insists on a commission amount or commission terms less than the Agreed Commission, Agent shall have the right, in its sole discretion, to refuse to accept the reduced amount. In such case, Buyer / Seller hereby agrees to:

3.3

(a) Refuse further consideration of the subject Property for a period of one (1) year after expiration of the Term of this Agreement; or

(b) Compensate Agent directly for the difference in the commission amount offered by Owner and the Agreed Commission.

4.

PRIOR AND FUTURE DEALINGS.

4.1