

"BUYER REPRESENTATION AGREEMENT"

("Buyer") hereby appoints ERA Newlin & Vincent Realty ("Broker") as Buyer's exclusive agent to represent and assist Buyer in locating and purchasing suitable property in the market area of San Angelo, Texas.

2. Term: This agreement shall begin on the ____ day of _____ and terminate at 11:59 p.m. on _____, or the closing of the purchase of the last property that Buyer intends to acquire.

3. Broker's Obligations: Broker shall use its best efforts (a) to locate property in the market area suitable to Buyer and (b) to assist Buyer in negotiation the purchase of the property.

4. Buyer's Obligations: Buyer shall (a) work exclusively through Broker in acquiring property in the market area; (b) inform any other brokers or salespersons or sellers with whom Buyer may have contact that Buyer has an exclusive agency relationship with Broker to buy property in the market area; (c) not call or contact other brokers or sellers directly except through Broker; and (d) Buyer certifies that they are not currently a party to another Buyer Representation Agreement (_____) Initials.

5. Fee on Listed Properties: Commission shall be paid at the closing of the sale of the property. On properties listed in the Multiple Listing Service of the San Angelo Association of Realtors, and offering a cooperative fee to Buyer Brokers, the fee shall be paid by the seller as offered in the MLS.

6. Fee on Unlisted Properties; Properties not listed with a cooperative fee to Buyer Brokers in the MLS () are, or () are not, a part of this agreement. On properties not listed with a cooperative fee offered in the MLS, Broker shall be paid at closing by the seller (a) ___n/a___ of the gross purchase price of the property or (b) \$ _____n/a_____. If within 180 days after the termination of this agreement, Buyer enters into an agreement to buy property in the market area that was brought to Buyer's attention during the term of this agreement, Buyer shall pay Broker the stated commission upon closing. Broker shall furnish to Buyer, no later than 10 days after the termination of this agreement, a written list of properties brought to Buyers.

7. Agency Relationships: Buyer hereby acknowledges receipt from the Broker of the publication entitled Information about Brokerage Services. Broker shall exclusively represent Buyer in all transactions other than for the purchase of property listed for sale by Broker. For properties listed for sale by Broker, Buyer authorizes and consents for Broker to act as an intermediary as follows;

a. If Buyer wishes to acquire one of Broker's listings that is being serviced by an associate

other than the associate servicing Buyer under this agreement, Broker will appoint the associate servicing the Buyer to advise and carry out Buyer's instructions and otherwise represent Buyer's interest during negotiations to acquire the property. The associate servicing the listing will likewise advise, carry out the instructions of and represent the intents of the Seller. Each associate of the Broker will represent their respective party with the same confidentiality and diligence as required of licensees by the Texas Real Estate License Act.

b. If Buyer wishes to acquire one of Broker's listings that is being serviced by the same associate that is servicing Buyer under this agreement, the associate will act solely as an "intermediary representative" to facilitate the transaction but will not render opinions or advise either Buyer or Seller during negotiations.

At the request of Buyer, Broker may assign another associate to advise and represent Buyer.

Notice: If Broker acts as an intermediary, Broker and any of Broker's associates:

- * Shall treat all parties honestly;
- * May not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- * May not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer;
- * May not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by the Texas Real Estate License Act or a court order, or if the information materially relates to the condition of the property.

8. Miscellaneous Provisions:

- a. This Agreement contains the entire agreement of the parties and shall not be modified except in writing.
- b. Buyer acknowledges and understands that Broker may be representing other prospective buyers competing for the same or similar properties being shown by Broker to Buyer. Buyer consents to such competing representation by Broker of such prospective buyers.
- c. Buyer is advised to engage a licensed inspector to inspect any property prior to closing which Buyer may contract to purchase.
- d. In a purchase transaction, Broker will rely upon written information provided by a seller, listing broker, or through the Multiple Listing Service.
- e. Broker cannot give legal advice. This is a binding legal document. Read it carefully and if you do not understand it, consult an attorney. This agreement shall survive the closing of the purchase of any property during the term hereof.

9. Special Provisions: N/A

Buyers Signatures:

Date

ERA Newlin & Vincent Realty

Agent:

2006

Tim Elder

Date - 09/12/2007 Revised 6-