

BROKER/AGENT PARTICIPATION AGREEMENT

This Agreement is by and between Criterion Properties, LLC, (“Broker/Auctioneer”) and _____ (“Broker/Agent”).

Auction Property Address: 880 American Fruit Road, Wenatchee, WA.

Auction Time and Date: 11:00 P.S.T., May 29th, 2008

PROSPECTIVE BUYER: _____

ADDRESS: _____

CITY: _____ STATE: _____ (“Prospect”).

BROKER/AGENT PARTICIPATION: The Broker/Agent must register on this Broker Participation Agreement, which must be received by Broker/Auctioneer **48 hours prior** to Auction starting time. Broker/Agent is encouraged to inspect the property with the Prospect, prior to auction. **Broker/Agent is required to attend the auction with the Prospect.** Broker/Agent must have an active real estate license in the state in which the property is located. All registrations accepted by the Broker/Auctioneer will be acknowledged by e-mail or facsimile. **Each acknowledged Broker/Agent should bring his/her registration acknowledgment to the auction for registration verification purposes.** A complete registration file on all Broker/Agents and Prospects will be retained.

YOUR INITIALS BELOW WILL ACKNOWLEDGE THAT ALL PAGES OF THIS AGREEMENT MUST BE COMPLETED AND RECEIVED BY THE CRITERION PROPERTIES BUSINESS OFFICE 48 HOURS PRIOR TO THE AUCTION DATE AND TIME, OTHERWISE THIS AGREEMENT IS NULL AND VOID.

INITIALS _____

Each registration will be stamped and dated by Criterion Properties upon receipt. In case of duplicate registrations, the Broker/Agent who files the first complete Broker/Agent Participation Agreement will be considered the Representing Broker/Agent. There can be NO EXCEPTIONS to this procedure and no oral registration will be accepted.

CONDUCT OF THE AUCTION: Information contained in the flyer/brochure and all related materials is subject to Auction Terms and Conditions. The property will be sold on an “AS-IS, WHERE-IS” basis, with NO CONTINGENCIES. A complete inspection of the property prior to the auction is encouraged. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. Seller and Auctioneer reserve the right to refuse admittance or to expel anyone from the auction for any reason, including interference with auction activities, creating a nuisance, canvassing, soliciting, or any other justification.

Announcements made by Auctioneer at the time of the sale take precedence over all printed materials. If the Buyer is the successful bidder, they must sign the Real Estate Purchase & Sale Agreement and include the required Non-refundable Earnest Money deposit.

DOCUMENTS AVAILABLE: Bidding procedures, Terms & Conditions and relevant information, which is applicable to the property, is available for review during the property previews, at the auction and at the Broker/Auctioneer's office.

CLOSING DATES: Closing dates will be as stipulated in the individual real estate Purchase & Sale Agreement, by which time the Buyer will pay the balance of the purchase price.

BUYER'S PREMIUM: The real estate Purchase & Sale Agreement shall provide that each Buyer pay a **premium equal to 5% of the high bid price.** This amount shall be added to the final high bid price and inserted in the real estate Purchase & Sale Agreement to determine the total purchase price. We are specifically disclosing to the Buyer that paying this premium is not meant to create an agency relationship with the Buyer and Buyer acknowledges that the Broker/Auctioneer is the agent for the Seller in this transaction.

The registering Broker/Agent shall hold harmless and indemnify the Seller and Broker/Auctioneer as Seller's agent for any and all claims, costs or expenses, including reasonable attorney fees, which may arise out of any act or inactions or representations made by registering Broker/Agent in connection with the sale of this property.

AUCTION PARTICIPATION COMMISSION

Due to the participation of numerous Broker/Agents at auction, it is important that you register your Prospect/Client correctly as outlined and as soon as possible so that there will be no errors or omissions as to who is represented or receives commissions.

A Broker/Agent participation commission of .5% (1/2 %) of the winning bid will be paid to the Broker/Agent whose Buyer is the successful winning bidder, provided the Buyer is willing and able, who successfully closes the transaction and the Broker/Agent is the procuring cause. An additional Broker/Agent participation commission of .5% (1/2%) of the winning bid will be paid to the same Broker/Agent whose Buyer submits a written bid in the space provided below and is the winning bidder, provided the Buyer is willing and able, who closes the transaction and the Broker/Agent is the procuring cause.

NOTE: This is a confidential and valid opening bid, which may be executed by the Auction firm. It is understood by all parties that there may be cumulative opening bids.

The Auctioneer will execute the HIGHEST opening bid.

Opening bid in the amount of: \$ _____

Commission will be paid at the time of closing and will be dispersed by the Escrow Agent. **A valid Agency Law Disclosure Form is to accompany this form.**

By executing this Agreement, the parties hereto do agree to the terms and conditions contained within this agreement. This Agreement will be of no force or effect until executed and accepted by Broker/Auctioneer.

BROKER/AGENT INFORMATION

PLEASE PRINT OR TYPE

PRINCIPAL BROKER

Name: _____

License # _____

Address: _____

Office No: _____

Cell No: _____

Fax no.: _____

Email address: _____

AGENT/BROKER ASSOCIATE

Name: _____

License # _____

Address: _____

Office No: _____

Cell No: _____

Fax no.: _____

Email address: _____

Brokerage Firm Signature

Date

Signature

Date

___ Agency Law Disclosure Form is attached to this form, signed by Prospect.

X _____

Criterion Properties, LLC Time _____ Date _____