

EXCLUSIVE RIGHT TO REPRESENT BUYER AGREEMENT

This EXCLUSIVE RIGHT TO REPRESENT BUYER AGREEMENT (the "Agreement") is made and entered into as of _____, 2006, by and between REALTECH Real Estate Services, Inc., a California Corporation (the "Broker") and _____ (the "Buyer").

In consideration of the services, the Broker is hereby granted the right to represent the Buyer in the acquisition of the following real properties: _____

_____ (the "Properties"). As used in this Agreement, "acquisition of real property" shall include any purchase, option, exchange, lease or an agreement to do so.

1. BUYER'S REPRESENTATIONS. The Buyer represents that as of the Commencement Date of this Agreement, the Buyer is not a party to a buyer representation agreement with any other brokerage firm pertaining to the Properties. The Buyer further represents that if the Buyer contacts selling broker of the Properties, Buyer has disclosed to the selling broker that Buyer is represented by the Broker to acquire the Properties under this Agreement.

2. TERM. This Agreement commences on the Execution Date when signed and terminates 120 days after the Execution Date.

3. BROKER'S DUTIES. The Broker shall promote the interests of the Buyer by: (a) performing the terms of this Agreement; (b) presenting the Properties at a price and terms acceptable to the Buyer; (c) presenting in a timely manner all written offers or counter offers to and from the Buyer; (d) disclosing to the Buyer all material facts related to the property or concerning the transaction of which they have actual knowledge; (e) accounting for in a timely manner all money and property received in which the Buyer has or may have an interest. Unless otherwise provided by law or the Buyer consents in writing to the release of this information, the Broker shall maintain the confidentiality of all personal and financial information and other matters identified as confidential by the Buyer, if that information is received from the Buyer during the brokerage relationship. In satisfying these duties, the Broker shall exercise ordinary care, comply with all applicable laws and regulations, treat all prospective sellers honestly and not knowingly give false information. In addition, the Broker may show the same property to other buyers and represent other buyers relative to the Properties by performing ministerial acts that are not inconsistent with the Broker's duties under this Agreement.

4. BUYER'S DUTIES. For the Properties, the Buyer shall: (a) work exclusively with the Broker during the term of this Agreement; (b) comply with the reasonable requests of the Broker to supply any pertinent financial or personal data needed to fulfill the terms of this Agreement.

5. COMPENSATION. Seller or Seller's representative shall pay Broker the broker's fee. The fee shall be deemed earned, due and payable at the closing of Buyer's purchase of the property or the equity portion of the property.

6. DISCLAIMER. The Buyer acknowledges that the Broker is being retained solely as a real estate agent and is not an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other professional service provider. The Buyer is advised to seek professional advice concerning the condition of the property or concerning legal and tax matters.

7. EQUAL OPPORTUNITY. The Properties shall be shown and made available to the Buyer without regard to race, color, religion, sex, handicap, familial status or national origin as well as all classes protected by the laws of the United States, and all applicable local jurisdictions.

8. NOTICES. Any notices, request, instruction or other document to be given hereunder by any party hereto to any other party shall be in writing and delivered faxed or sent by regular mail.

If to Buyer: _____

If to Broker: REALTECH Real Estate Services, Inc.
7919 Paragon Circle
Pleasanton, CA 94588
fax: 925.485.9620

9. ENTIRE AGREEMENT. This Agreement, any exhibits and any addenda signed by the parties constitute the entire agreement between the parties and supersede any other written or oral agreements between the parties. This Agreement can only be modified in writing when signed by both parties. In any action or proceeding involving a dispute between the Buyer, the seller and/or the Broker, arising out of the Agreement, or to collect the Broker's Fee, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees to be determined by the court or arbitrator(s).

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Execution Date.

City & State: _____

City & State: _____

Execution Date: _____

Execution Date: _____

Print Buyer: _____

Broker: REALTECH Real Estate Services, Inc.

By: _____

By: _____

Address: _____

Address: _____

Telephone: _____

Telephone: 925.485.9600

email address: _____

email address: craigfirth@realtechre.com