

**BROKER PARTICIPATION AGREEMENT & CLIENT REGISTRATION**

Broker/  
Auctioneer: Triangle National, LLC, dba Superior Land Auctions,  
TREC Brokerage License 9006711. Jennifer Winegarner, Sales Agent TREC License  
664663. Charlie Sellers – TDLR Auc License 17494.  
806.324.7949; [jenniw@superiorland.com](mailto:jenniw@superiorland.com); 7673 Canyon Drive, Amarillo, TX 79110

Seller: Mrs. Nelda Miller Whitwell

Broker: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(E-mail/Phone/Fax)  
\_\_\_\_\_  
Broker License Number

Agent: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(E-mail/Phone/Fax)  
\_\_\_\_\_  
Sales Agent License Number

Client: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(E-mail/Phone/Fax)

The above Broker hereby wishes to register the above Client as a potential Purchaser of the following Auction being conducted by Superior Land Auctions on the following property:

The Swisher County Auction being ±1,441.76 acres in Swisher County, Texas, which will be offered for sale in an online-only, multi-parcel public auction in 7 tracts concluding on Thursday, July 8, 2021. Full property legal descriptions and due diligence are available at [www.superiorland.com/swishercountyauction](http://www.superiorland.com/swishercountyauction)

Unless Client has been in direct contact with a representative of Superior Land Auctions, regarding this auction or is on the Auctioneer's direct contact list (either by email or fax), Superior Land Auctions hereby agrees to pay to the registering Broker on the following terms and conditions. Superior Land Auctions will pay out of its commission twenty percent (20.00%) of the Net Commission received at closing to Broker/Agent of a duly registered client under the terms of this agreement. "Net Commission" is the total of all sums paid to Auctioneer less:

- A. all expenses incurred by Broker/Auctioneer, including, without limitation, advertising, photography, preparation and production of auction brochures, signage, mailings, postage, telemarketing, room rental and refreshments for the inspection dates and the auction day, the preparation and duplication bidders' packets, and other related information not covered by the property marketing budget;
- B. all sums paid by Broker/Auctioneer for auctioneering services, including, without limitation, the commission paid to Auctioneer and ringmen; and
- C. any sums that Broker/Auctioneer pays to any broker who had the Property under contract for sale at the time of execution of the Auction Contract between Superior Land Auctions and Seller(s).

Broker understands that to qualify for this commission, a registration form must be received by Superior Land Auctions on or before 5 p.m. the day prior to a Bidder submitting an online bid. Under no circumstances will Broker registration be allowed on the day of the auction. Client must also fully complete and execute a Bidder Registration to submit online bids. There can be no exceptions to these terms and conditions, and no oral registrations will be accepted.

It is also understood and agreed that the Broker shall furnish the appropriate agency disclosures prior to commencement of auction. Broker shall hold harmless and indemnify Superior Land Auctions, as agents for the Seller, and the Seller from any and all claims, cost or expenses, including reasonable attorney fees, which may arise out of any actions, inactions, and/or representations made by Broker in connection with the sale of this property.

CONDUCT OF THE AUCTION: Each property is being sold subject to all of the terms and conditions contained in the Final Auction Terms and Conditions provided for this property. You or your Client's complete inspection and the inspection of the property by experts prior to the commencement of the auction are encouraged. Conduct of the auction and increments of the bidding are at the direction and discretion of the Auctioneer. Seller and Auctioneer reserve the right to refuse admittance to or to expel anyone from the auction for any reason, including, but not limited to, interference with auction activities, creating a nuisance, canvassing, or soliciting.

BUYER'S PREMIUM: If the Client is the successful Bidder, they must sign the applicable Purchase Agreement. There will be a Buyer's Premium equal to ten percent (10%) of the winning high bid(s) added to the highest bid to establish the actual Contract Price on the Purchase Agreement. A non-refundable Down Payment as required in the Terms and Conditions and on the Purchase Agreement shall be paid by Client and deposited in trust.

Auctioneer is disclosing to the Client that paying this Buyer Premium does not create an Agency relationship with the Buyers, and Buyer acknowledges that Superior Land Auctions is an Agent for the Seller.

The signatures below indicate acceptance of the above terms and conditions.

BROKER/AGENT SIGNATURE

\_\_\_\_\_

Date: \_\_\_\_\_

CLIENT SIGNATURE

\_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED BY Triangle National, LLC dba Superior Land Auctions  
a Texas limited liability company  
7673 Canyon Drive, Amarillo, TX 79110  
Phone: 806.324.7949; Email: info@superiorland.com

By: \_\_\_\_\_  
Jennifer Winegarner

Date: \_\_\_\_\_