

## REBATE AGREEMENT

The undersigned Broker hereby agrees in favor of the undersigned Buyer that, in the event Broker represents Buyer in connection with the closing of the purchase of a property (residential or commercial) and earns a commission from Seller's broker therefore, then, Broker shall rebate to Buyer the amount of any such commission that is in excess of 2% of the purchase price. The rebate shall be calculated and paid to Buyer through the purchase and sale escrow. Buyer should consult with its accountant as to the effect of this rebate on the tax determination of Buyer's "basis" in the purchased property and the deductibility of the full extent of the closing costs. This Rebate Agreement shall be effective as of \_\_\_\_\_, 2009, and shall expire \_\_\_\_\_, 2009.

### BUYER:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Date

### BROKER:

\_\_\_\_\_  
**BRUCE G. BARNES, dba, BG Barnes Real Estate**

\_\_\_\_\_  
Date