

EXCLUSIVE RIGHT TO SELL, LEASE OR SUBLEASE AGREEMENT



Address _____ Date _____, 2005
Building Size _____ Land Size _____ Zoning _____
Description _____

For Lease ? _____ No _____ Yes @ a Rate of _____ \$.
For Sale ? _____ No _____ Yes @ Sale Price _____
Terms :(gross, net, yrs, int rate, etc) _____

Taxes _____ Insurance _____ CAM _____ Possession _____

1. In consideration of the services of Patterson-Woods & Associates, L.L.C.. (hereinafter referred to as "Broker"), the undersigned (owner or tenant, as the case may be, of the above described property and hereinafter referred to as "Owner"), hereby engages Broker as Owner's sole and exclusive agent for a period of one year commencing _____ and ending at midnight _____ to procure a person, corporation or other entity to purchase, lease or sublease the above described property at the price and on the terms and conditions set forth above or under such other terms, price or conditions as Owner may accept. This Agreement may be terminated after _____ months in the event either party gives a certified letter to the other party to quit in 30 days. The Owner agrees to refer to Broker all inquiries either from prospective tenants, buyers or real estate agents and to pay Broker a fee in accordance with the appropriate paragraphs of the Schedule of Commission Rates and Fees incorporated herein. The Owner hereby agrees to pay this commission at time of settlement in the event of a sale and hereby directs the settling attorney to pay said commission at the time of settlement. Broker is authorized and instructed to accept and retain deposit(s) from the Buyer or Tenant. In the event the sale or lease is declared null and void and the Buyer/Tenant cannot agree as to the disbursement of the deposit money, (as evidenced by the inability to get all parties to sign the required written release), Broker shall have the right to interplead the deposit money, with all costs and fees associated with the interpleader action to be deducted from the deposit.

2. If the property is withdrawn from sale or lease, leased, subleased, transferred, conveyed or sold, through any source (and whether or not the Owner does so directly) during the term of this Agreement or any extension thereof, Owner agrees to pay Broker a fee in accordance with the Schedule of Commission Rates and Fees.

3. If within 180 days after the termination of this Agreement or any extension thereof, a sale, lease, sublease, conveyance and/or other transfer of the above described property is made to a person or party with whom Owner or Broker negotiated during the term of this Agreement, or any extension thereof, then the Owner agrees to pay Broker a commission in accordance with the Schedule of Commission Rates and Fees. Broker shall conclusively be deemed to have had negotiations with the person if Broker (or any other real estate agent) or Owner showed the above described property to such person, prepared and/or submitted an offer to Owner on behalf of such person to acquire and/or lease/sublease such property and/or submitted written information, regarding the above described property to such persons specifically at the request of such person. The mere furnishing of unsolicited information concerning the above described property shall in no way be deemed to be any form of negotiation with such person for the purposes of this Agreement.

4. This Agreement shall remain in full force during the agreed-upon listing period. In the event a contract of sale should not settle, Broker shall continue to market said property for the duration of this Agreement and any extensions thereof.

5. In the event of default by Purchaser, Broker shall retain commission from sums paid on account, or shall retain one-half of deposit monies, whichever is the lesser amount.

6. Owner agrees to comply with all Fair Housing and Civil Rights legislation in the sale or lease/sublease of this property and further agrees specifically not to discriminate against any person because of race, color, creed, sex, religion, age, marital or family status, national origin, handicap or disability or use of guide dog due to blindness.

7. Said sale may be contingent upon a purchase for cash or upon Purchaser obtaining mortgage financing. Possession of said property shall be delivered by Owner at the time of final settlement or as set forth in the Agreement of sale or lease/sublease.

8. All advertising deemed necessary by Broker is authorized by Owner and Broker will pay for all such advertising.

9. Owner authorizes Broker to include the property in any multiple listing service or information exchange network in which Broker is a participant, to accept the cooperation of other brokers (including brokers who represent buyers/tenants) to show the property to prospective purchasers, and to place a sign on the property. Owner grants Broker permission to permit the use of a key and/or to place a lockbox on the property at Broker's discretion.

10. In the event Owner accepts an Agreement of sale, the Owner will convey to Purchaser a good, marketable, fee-simple title, free and clear of all liens and encumbrances of record, but subject to all existing easements and restrictions of record. Should settlement not occur because Owner can not or will not deliver clear title Broker is to be paid the commission described in the Schedule of Commission Rates and Fees; Broker agrees to grant Owner a reasonable period of time to cure said transfer problem or 90 days whichever is less.

11. Owner hereby agrees to comply with any statute requiring the owner to provide a written disclosure statement detailing the actual physical condition of this property and make no deliberate misrepresentations or omissions as to the condition of the property, including, but not limited to, roof, basement, structural integrity, plumbing, heating system, air conditioning, electrical wiring, appliances, insulation, siding, and presence or absence of wood-destroying insect infestation and/or damage caused by infestation. If a disclosure statement is required it is to be attached as Exhibit "A" and is made a part of this Agreement; additional defects are disclosed as follows:

12. This property () was () was not treated for wood-destroying insect infestation and () is () is not currently under contract with a licensed exterminating company.

13. This property, to the best knowledge of the Owner, () does () does not have contamination by virtue of spilled, dumped or buried contaminants. Has the property ever been tested for radon gas? () Yes () No. Explain:

14. This property, to the best knowledge of the owner, () does () does not contain asbestos in the insulation, exterior siding, roof shingles, floor tile, ceiling treatment or other asbestos products. Explain:

15. This property, to the best knowledge of the owner, () does () does not have any buried tanks. Are said tanks registered with any environmental agency? () Yes () No. Are any tanks leaking? () Yes () No.

16. Are there any warranties now in force which are transferable to a new owner/tenant? () Yes (x) No. If yes, what are they?

17. Are there any outstanding sales agreements, options, rights of first refusals, listing agreements or other encumbering documents affecting this property? () No () Yes Explain:

18. Are there any leases affecting the property? () Yes () No. Are there any security deposits held by the owners? () Yes () No. How much? \$_____ Have copies of the leases been given to the Broker? () Yes () No.

19. Are there any deed or implied restrictions regarding the sale or lease of this property? () Yes () No If yes, what are they?

20. In the event of non-performance of the terms and conditions of this agreement by Owner, Broker shall have the option to pursue such rights as may be available in court, at law or equity, or binding arbitration. If Broker elects to pursue arbitration, Owner agrees to binding arbitration. The prevailing party in court or arbitration shall be entitled to receive its reasonable attorney's fees from the other party as determined by the court or arbitrator plus interest on unpaid commissions (at 1.5% of the outstanding amount per month).

21. Owner hereby instructs Broker to present to Owner all written proposals, offers, contracts or other agreements to purchase, lease or sublease the above described property and Owner demands and Broker agrees that Owner shall be the sole entity responsible for accepting or rejecting any proposal, offer, contract or agreement to purchase, lease or sublease the above described property and Owner shall not rely on any verbal or non-written statements of Broker to make said decision. Broker shall have no liability or responsibility for the performance of a tenant or purchaser after Owner accepts a purchase or lease agreement except to disburse the deposit monies according to said agreement. Once Owner has accepted a proposal to sell, lease or sublease the property the Broker is instructed to report the property as "sold or leased" and remove the property from the market.

22. Owner understands Broker will be acting as Owner's agent and further understands Broker will be representing other owners and buyers. In some instances, "dual agency" may arise, which means Broker is working for the buyer and Owner as agent. When a dual agency is created, Broker must be fair to all parties and cannot represent one party to the detriment of the other party. Broker cannot disclose information about Owner to a buyer without Owner's permission, and Broker cannot disclose information about a buyer to Owner without the buyer's permission. OWNER AND BROKER CONSENT TO DISCLOSED DUAL AGENCIES. _____

(To be initialed by Owner)

SCHEDULE OF COMMISSION RATES AND FEES**Lease Transactions**

The Landlord may choose one of the following applicable commission payment schedules when the tenant is identified.

A. Fee Paid Monthly The Monthly Fee, or commission, is defined as: _____%) of the Monthly Rent due.

B. Fee Paid Annually The Annual Fee, or commission, is defined as: _____%) of the gross annual rent.

C. Discounted Commission The Discounted Commission is defined as:

The sum of: ___% of the 1st year gross annual rent, plus
 ___% of the 2nd year gross annual rent, plus
 ___% of the 3rd year gross annual rent, plus
 ___% of the 4th year gross annual rent, plus
 ___% of that year's gross annual rent for each year thereafter.

Sales Transactions

**Sale, gift, or exchange
of real property**

Commission is _____ percent (___%) of the selling price or market value if gift or exchange.

Personal Property

Commission to sell a Business is ___% of sale price (inventory is excluded from sale price).

Minimum Fee

The minimum fee for any sale transaction is \$_____

CONDITIONS**1. Renewals/Extensions/Expansions**

If a Lessee renews the lease, or extends the lease, or creates a new lease, or occupies additional space in the same building or complex or any other facility of the Lessor, then the broker who consummated the original lease will be entitled to a commission payable by the Lessor on such renewal or extension period, or on such additional space, calculated as defined above under Lease Transactions assuming the first year of the renewal period were the first year of the lease; the second year of the renewal period were the second year of the lease and so on.

A lease shall be deemed renewed or extended or additional space taken even if the terms of the original lease and the terms of the renewal, extension, or expansion are not the same.

2. Allowances

On leases where there is an allowance in the form of rental concession (as distinguished from an allowance for construction, repairs or decoration, etc.) the commission for the first year shall be computed on the average rental for the term. The commission for years subsequent to year one is based on scheduled rent as defined in the lease.

Example: If a lessor grants 3 months free rent for a 3 year lease the commission for the first year will be based on the total rent due (33 months) divided by 3; if it were a five year lease the commission for the first year would be based on the sum of the remaining 57 months rent divided by 5.

3. Due Date

Sale commissions are due at time of settlement or upon default of Buyer or Seller. Discounted leasing commissions are due upon tenant occupancy and upon renewal as defined in Condition 1. Commissions which are paid annually are due upon occupancy and at each lease year anniversary. Monthly commissions are due upon occupancy and each month thereafter. In the event a lease provides for abated rent during the beginning months of the lease, the commission shall be paid ½ at signing of the lease and ½ when the monthly rent begins.

