

LEGACY Real Estate & Investments, Inc.

Sarasota and St. Petersburg, Florida

EXCLUSIVE BUYER AGENCY AGREEMENT for NNN PROPERTIES

_____ (Buyer) appoints **Kathy Heshelow, LEGACY REAL ESTATE & INVESTMENTS, INC. (Broker)** as Exclusive Agent in Florida for the purpose of finding and purchasing NNN investment properties.

1. **Buyers agree to work through and with Broker exclusively**, and to refer to Broker any inquiries or information received from other brokers, agencies or prospective sellers for NNN properties in Florida. Buyers may clearly state to other Brokers that they have an exclusive agency agreement to avoid any misunderstandings, including commissions.
2. **This agreement shall begin _____ 2003** and shall continue for an initial period of **six months, to _____**, unless terminated earlier by written notice by either party. The agreement may be extended, if both parties are in agreement.
 - a. **If Broker terminates** this agreement prior to the date above, Buyer shall be under no obligation to Broker, except for obligations existing at the time of the termination.
 - b. **If Buyer terminates** agreement prior to the date above, Buyer shall be under no obligation to Broker except for obligations existing at time of termination, including properties under contract.
3. Broker represents that **she is duly licensed** under the laws of Florida.
4. **Broker will diligently and purposefully locate and present suitable properties for Buyers**, and assist Buyers with all information, analysis, letters of intent, contracts and other duties or information pertinent to their goals.
5. At time of initial contact, **Broker shall inform all prospective Sellers** with whom Broker negotiates that Broker is acting on Buyers behalf. Broker has permission to disclose Buyers name to these prospective sellers, if necessary, or to **sign a Confidentiality Form on their behalf**.
6. **Sellers customarily provide a commission** when they list a property, which is divided between Selling broker and Buyer's broker at time of sale. If no commission is to be paid by Seller, Buyers agree to pay a negotiated rate to Broker as part of the sale, which will be discussed as part of the analysis of property before any offer is made.
7. If a **NNN property is purchased in Florida** by Buyers during the term of this agreement and any extension, Legacy Real Estate & Investments, Inc. is due a commission. No assignment of Buyer's right to another will negate the right for commission.
8. Buyer understands that other potential buyers may consider, make offers on or purchase properties through Broker. Broker shall act fairly and impartially for all buyers. Broker will never disclose terms of any Buyer's offer or purchase to another Buyer.

Kathy Heshelow, Broker & Owner
556 Park Street South, St. Petersburg FL 33707
Tel (727) 341-2400 Fax (727) 343-6090
Sarasota: (941) 724-3337 Toll Free: 866-891-1031
Email: LegacyKathy@aol.com

9. **If Broker has any ownership interest or is listing a property presented to Buyer**, this information will be disclosed to Buyer immediately and Buyer may withdraw from purchase offer of said property if there is any conflict of interest.
10. **Broker advises Buyer to seek legal, tax or other professional advice** related to any proposed transaction.
11. Buyer understands that most NNN property sellers offer very little commission, often only 1 – 2%.
12. Other:
- 13.

This agreement is considered executed when signed and dated by all parties.

Dated: _____ Broker: _____

Dated: _____ Buyer: _____

Buyer Contact Information is understood to be :

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