

CONTRACT FOR THE EXCLUSIVE RIGHT TO LEASE REAL ESTATE

1. In consideration of the listing of the real property hereinafter described ("the Property") by MERICLE COMMERCIAL REAL ESTATE GROUP, INC., a Pennsylvania Corporation, a licensed Pennsylvania real estate broker ("Broker"), and Broker's agreement to use its best efforts to effect a lease of same, the undersigned ("Owner") hereby grants to Broker the exclusive right to lease the Property as the Seller's Agent, as described in the Consumer Notice delivered to the Owner herewith, for a period of _____ months commencing _____, 2007 ("the Term"), at a leasing price of _____ Dollars (\$ _____). The Property is situated in Luzerne County of the Commonwealth of Pennsylvania, and is further described as:

Additional Property Information:

Tax Map Number: _____ Deed Book/Page: _____

2. IN THE EVENT THE PROPERTY IS LEASED, THE OWNER AGREES TO PAY THE BROKER A COMMISSION OF **6%** OF GROSS AMOUNT OF THE LEASE FOR THE TERM OF THE LEASE AND **6%** ON ANY RENEWALS THEREOF. A COMMISSION FOR THE LEASING OF PROPERTY SHALL BE PAYABLE IN CASH UPON THE EXECUTION OF THE LEASE BY OWNER AND LESSEE. THE FOREGOING NOTWITHSTANDING, IF A LEASE IS EXECUTED WHICH, BY ITS TERMS, CONTAINS AUTOMATIC RENEWAL OPTIONS, THEN SUCH OPTION PERIODS SHALL BE DEEMED TO BE INCORPORATED INTO THE INITIAL LEASE TERM AND THE COMMISSION SHALL BE THE SAME AS IS APPLICABLE UNDER THE INITIAL LEASE TERM.

IN THE EVENT THE PROPERTY IS LEASED AND THEN SOLD TO THE TENANT, THE OWNER AGREES TO PAY THE BROKER A COMMISSION OF **6%** OF THE PURCHASE PRICE. COMMISSION FOR SALE OR EXCHANGE OF PROPERTY SHALL BE PAYABLE IN CASH AT THE CLOSE OF ESCROW, THROUGH ESCROW, OR IF NO ESCROW, THEN WHEN TITLE PASSES FROM SELLER TO BUYER.

3. THE OWNER FURTHER AGREES UPON THE CONSIDERATION HEREIN MENTIONED TO PAY THE BROKER A COMMISSION OF **6%** OF THE GROSS SALE PRICE, WHETHER SUCH SALE IS MADE BY THE BROKER OR THE OWNER, OR BY ANY OTHER PERSON ACTING FOR THE OWNER OR ON THE OWNER'S BEHALF, UPON THE TERMS HEREINAFTER MENTIONED, OR UPON ANY OTHER TERMS ACCEPTABLE TO THE OWNER. COMMISSION FOR SALE OR EXCHANGE OF PROPERTY SHALL BE PAYABLE IN CASH AT THE CLOSE OF ESCROW, THROUGH ESCROW, OR IF NO ESCROW, THEN WHEN TITLE PASSES FROM SELLER TO BUYER.
4. IF THIS CONTRACT EXPIRES WHILE A VALID SALES/LEASE AGREEMENT HAS BEEN EXECUTED, THE OWNER SHALL CONTINUE TO BE BOUND BY ALL TERMS AND CONDITIONS CONTAINED HEREIN.
5. Such compensation shall also be paid if the Property is leased, sold, conveyed, or otherwise transferred within a protection period of 180 days after the expiration of this Contract (or any extension thereof) to anyone with whom the Broker has had negotiations prior to final expiration, provided the Owner has received notice in writing of such negotiations, including the names of prospective purchasers, before or upon expiration of this Contract or any extension thereof. However, the Owner shall not be obligated to pay such compensation if a valid listing agreement is entered into with another licensed real estate broker following the expiration of this Contract and if the sale, lease or exchange of the Property is made during the said 180 day protection period following the expiration of this Contract.

NOTE: Both the Broker's commission and the time period of this Contract are negotiable.

6. In the event the Property is sold and upon the payment of the purchase money, the Owner agrees to execute and deliver to the Purchaser a special warranty deed of conveyance to the said Property, title to be free and clear of all liens and encumbrances, but subject to the following restrictions and reservations as per deed:

7. During the term of this Contract, the Owner hereby authorizes the Broker to accept a deposit to be applied against any rental payments or as the security deposit, and to prepare for the Owner's signature, a binding contract or optional agreement or lease agreement, as the case may be, for the sale or lease of the said Property on the Owner's behalf. Broker, who has the duty to escrow sales deposit money or security deposit money for a transaction involving the above referenced Property, is hereby granted permission to refrain from depositing said money until all signatures have been secured on any offer to purchase or lease this Property.

Owner is hereby notified and understands that all payments on account of a sale or lease transaction shall be retained in escrow for the benefit of the parties to this transaction in accordance with the Real Estate Licensing Law of the Commonwealth of Pennsylvania. All payments for security deposit paid on account of a rental shall be paid directly to the Owner/Lessor.

Should a deposit or amounts paid on account of a purchase or lease be forfeited, one-half may be retained by the Broker; provided, however, that the Broker's share of any forfeited deposit or amounts paid on account of a purchase or lease, shall not exceed the commission otherwise due.

8. The Broker is authorized to place its "Available" or "Space Available" sign(s) on said Property.

9. The Broker may offer compensation of up to 50% of commissions collected to subagents, buyer agents and transaction licensees of other real estate firms so that they may assist in showing and selling or leasing this Property. A buyer agent that is compensated by Broker or Owner will only represent the interest of the buyer/tenant.

10. Owner agrees that Broker may also represent the Buyer(s)/Tenant(s) of the Property and, in such event, the Broker shall be a dual agent when representing both the Owner and the Buyer/Tenant in the sale/lease of the Property.

11. Owner agrees that Broker may list other properties for sale or rent, and that Broker may also show other properties to prospective buyers/tenants.

12. The Owner has been advised of its duty to disclose material defects or conditions with respect to the Property and hereby represents and warrants that it knows of no defects with respect to the Property except as follows: (if none, write "No Defect")

(NO DEFECT)

INITIAL

The Owner hereby authorizes the Broker to disclose material defects with respect to the Property specified above and agrees to indemnify the Broker and any agents or subagents against liability, including court costs and attorney fees, caused by the Owner's failure to disclose accurately and completely any material condition of the Property that may affect its desirability.

13. Owner advises Broker that the following inspection reports have been prepared with respect to the Property (list all reports, studies, letters, test results, advisories, and similar documents, all of which are collectively referred to herein as "Reports") addressing the issue of the existence or nonexistence of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and/or underground storage tanks: (if none, write "No Reports").

(NO REPORTS)

INITIAL

Owner agrees to provide Broker with copies of the Reports, if any, and all modifications and supplements to the Reports, and any and all Reports which may hereafter be obtained by Owner and authorizes Broker to provide copies of all Reports, together with all modifications and supplements to prospective purchasers/tenants of the Property.

Owner further authorizes Broker to advise purchasers/tenants that: (a) all such Reports should be reviewed and analyzed by the purchaser/tenant; (b) to the extent Reports are deemed inadequate by the purchaser/tenant, or do not exist, that such purchaser/tenant should obtain appropriate Reports from qualified independent inspectors; and (c) the purchaser/tenant should reach an independent conclusion with respect to the impact, if any, of the presence of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and/or underground storage tanks, in, on, or about the Property. Any such investigation or determination shall be the responsibility of Owner and/or purchaser/tenant and Broker shall not be held responsible therefore.

14. A conflict of interest is when a Broker has a financial or personal interest in the Property or where Broker cannot put Owners interest before any other. If the Broker or any Brokers salespeople has a conflict of interest, Broker will notify Owner thereof in a timely fashion.

15. Owner will cooperate with Broker to facilitate the sale and/or lease of the Property. All showings, negotiations and discussions about the sale, lease or other tenancy of the Property will be done by the Broker on Owners behalf. All written or oral inquiries that Owner receives or learns of regarding the Property, regardless of source, will be referred to Broker. Owner will also supply copies of all leases, sub-leases, rental agreements and right of first refusal or other documents which may limit the Owners ability to finalize a sale or lease of the Property. Owner further agrees to supply copies of building plans, inspection reports, surveys, and any other reports that affect the Property.
16. Federal and state laws make it illegal for Owner, Broker, or anyone else to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX, DISABILITY, (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale or lease of property.
17. When this Contract is signed by both parties, this Contract is a legal contract. Owner acknowledges that Broker has advised Owner to consult and retain experts to advise and represent Owner concerning the legal and tax effects of this Contract and the completion of the sale, lease, or alternative transaction as well as the condition and/or legality of the Property including, but not limited to, the Property's improvements, equipment, soil, tenancies, title and environmental aspects. Broker will have no obligation to investigate any such matters unless expressly agreed to in writing by Broker and Owner. Owner further acknowledges that in determining the financial soundness of any prospective buyer, tenant, or any security offered, Owner will rely solely on Owners own investigation, regardless of Brokers assistance in gathering information with respect thereto.
18. Owner, or each person signing this Contract on behalf of Owner, has the full right, power and authority to execute this Contract as, or on behalf of, Owner. Owner owns fee simple title to the Property and/or has the full right, power, and authority to complete the sale or lease as provided in this Contract.

The term "purchaser" shall include prospective purchasers, tenants, and prospective tenants.

NOTE: The Pennsylvania Real Estate Recovery Fund has been established for the purpose of giving relief for an unpaid judgment against a licensed real estate person under certain circumstances. For more information, call (800) 822-2113 within Pennsylvania or (717) 783-4854 outside Pennsylvania.

Owner has read the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa Code 35.336. All Owners of the Property must sign this Contract. Fax copies of this agreement with signatures are considered legal and binding contracts.

The Owner hereby acknowledges receipt of a copy of this Contract and authorization to lease. Signed on the _____ day of _____, 2007.

 __ (SEAL) WITNESS/ATTEST

 OWNER:_____

 WITNESS/ATTEST (Please print)

 Owner: (Please print)

 (SEAL) WITNESS/ATTEST

 OWNER:

 WITNESS/ATTEST (Please print)

 Owner: (Please print)

In consideration of the foregoing listing and authorization, the undersigned Broker agrees to use diligence in procuring a tenant for the Property.

BROKER: Robert L. Besecker, Jr.

LISTING AGENT: