



LISTING CONTRACT

XLSC

EXCLUSIVE RIGHT TO SELL AND/OR LEASE COMMERCIAL PROPERTY

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

1 Broker (Company) PARANEE PROPERTIES
2
3 Company License # RB 068724
4 Company Address 3471 Linden St, Bethlehem, PA 18017
5
6 Company Phone (610)657-9515
7 Company Fax

Licensee(s) (Name) JOSEPH E PARANEE
State License # RM 423814
Direct Phone(s)
Cell Phone(s) (610)657-9515
Licensee Fax
Email Paraneepropertymanagement@gmail.com

8 Owner DAYS RESTART LLC
9
10
11

12 Company/Entity (if applicable)
13 Representative/Authorized Signer LOUIS SCHWARTZ Title
14 Owner's mailing address 5961 SW 37TH AVE
15 FORT LAUDERDALE FL 33312
16 Phone Cell Phone
17 E-mail ari@regencymang.com Fax

18 Owner understands that this Listing Contract is between Broker and Owner.
19 Does Owner have a listing contract for this Property with another broker? [] Yes [X] No
20 If yes, explain:

21 1. PROPERTY

22 (A) Address 616-630 NORTHAMPTON ST , EASTON , PA 18042-3730
23 Municipality EASTON CITY County NORTHAMPTON
24 Tax Identification #(s) L9SE1B 25 15 0310, L9SE1B 25 14 0310, L9SE1B 25 13 0310, L9SE1B 25 12 0310, L9SE1B 25 25
25 0310, L9SE 1B 25 11 0310, L9SE1B 25 10 0310
26 Deed Book
27 Page
28 Zoning Classification & Present Use B-Ns-Business/Neighborhood Service

[] A legal description or a description of the Property is attached to this Contract.
31 Units in Property: Units Being Listed:
32 Is the Property or any of its units currently leased? [] Yes [X] No
33 If yes, explain:

34 (B) Inclusions: Included with the Property are items listed here or [] listed in a property description sheet attached:
35
36
37
38
39 The Property is not being sold with a business unless otherwise stated here:

41 (C) Exclusions: Excluded from the Property are items and leased equipment listed here or [] listed in the attached property description
42 sheet:
43
44

45 2. STARTING & ENDING DATES OF LISTING CONTRACT (ALSO CALLED "TERM") (8-24)

46 (A) No law or Association of Realtors® has set or recommended the term of this contract. Broker/Licensee and Owner have
47 discussed and agreed upon the term of this Contract.

48 (B) Starting Date: This Contract starts when signed by Broker and Owner, unless otherwise stated here:

49
50 (C) Ending Date: This Contract ends at 11:59 PM on MAY 5, 2027. By law, the term of a listing contract may
51 not exceed one year. If the Ending Date written in this Contract creates a term that is longer than one year, the Ending Date is
52 automatically 364 days from the Starting Date of this Contract.

53 Broker/Licensee Initials: XLSC Page 1 of 9 Owner Initials:

54 **3. DUAL AGENCY**

55 Owner agrees that Broker and Broker's Licensees may also represent the buyer/tenant of the Property. A broker is a Dual Agent when
56 a broker represents both a buyer/tenant and Owner in the same transaction. A Licensee is a Dual Agent when a Licensee represents a
57 buyer/tenant and Owner in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated
58 Agents for a buyer/tenant and Owner. If the same Licensee is designated for a buyer/tenant and Owner, the Licensee is a Dual Agent.
59 Owner understands that Broker is a Dual Agent when a buyer/tenant who is represented by Broker is viewing properties listed by
60 Broker.

61 Dual Agency is not applicable.

62 **4. DESIGNATED AGENCY**

63 Designated Agency is applicable, unless checked below. Broker designates the Licensee(s) above to exclusively represent the interests
64 of Owner. If Licensee is also the buyer/tenant's agent, then Licensee is a DUAL AGENT.

65 Designated Agency is not applicable.

66 **5. LISTED PRICE AND TERMS**

67 (A) Owner is hiring Broker to negotiate the following type of transaction regarding the disposition of the Property:

68 A sale, for the following price and terms: _____
69 _____
70 _____
71 _____
72 _____

73 or any other price and terms agreeable to Owner.

74 A lease, or other tenancy, for the following price and terms described here, or by an exhibit/addendum outlining lease terms
75 that is attached as part of this Contract, or any other price and terms agreeable to Owner: _____

76 _____
77 _____
78 _____
79 _____
80 _____

81 (B) Reasonable marketing expenses will be paid by Broker as follows: _____
82 _____
83 _____
84 _____
85 _____

86 (C) Reasonable marketing expenses will be paid by Owner as follows: _____
87 _____
88 _____
89 _____
90 _____

91 **6. BROKER'S DUTY**

92 (A) Broker is engaged as Owner's sole Owner Agent (Listing Agent) as described in the Consumer Notice to represent Owner, to mar-
93 ket the Property, and to procure buyers and/or tenants for the Property. Broker will use reasonable diligence and care to procure
94 buyers and/or tenants for the Property.

95 (B) Broker will not, unless otherwise agreed to in a separate, written agreement, provide management, repair, collection, legal, tax, or
96 other services.

97 **7. OWNER'S DUTY**

98 (A) Owner will not enter into another listing contract for the Property(s) identified in Paragraph 1 with another broker that begins before
99 the Ending Date, or any extensions, of this Contract.

100 (B) Owner will cooperate with Broker to facilitate the sale and/or lease of the Property.

101 (C) All showings, negotiations and discussions about the sale, lease, or other tenancy of the Property will be done by Broker on
102 Owner's behalf. All written or oral inquiries that Owner receives or learns of regarding the Property, regardless of the source, will
103 be referred to Broker.

104 (D) Within _____ days of the Starting Date of this Contract, Owner will provide to Broker:

105 1. Copies of all leases, subleases, rental agreements, option rights, rights of first refusal, rights of first offer, or other documents
106 containing any other limitations on Owner's ability to finalize a sale or lease of the Property, including any changes to these
107 after the original delivery of this information.

108 2. If available to Owner, copies of building plans, inspection reports, and environmental surveys. If the transaction is a sale,
109 Owner will also deliver to Broker, within _____ days of the Starting Date of this Contract, available title reports, boundary
110 surveys, and existing notes and mortgages that may continue to affect the Property after settlement.

111 (E) Owner will not permit any real estate signs, other than those belonging to Broker, to be placed on the Property during the term of
112 this Contract.

113 **Broker/Licensee Initials:** _____

Owner Initials: _____

(F) Owner has full responsibility for maintenance, repair, replacement, operation, and security of the Property. Broker will not be liable for any loss, damage, or injury to the Property or to Owner, any current tenants of the Property, any buyer, prospective buyer, tenant, prospective tenant, or any other person, including those that may occur as a result of Broker's use of a lock box. Owner will hold harmless Broker, Licensee, Broker's employees and agents, and will indemnify such persons and entities from and against all claims, suits, and liability as may arise from property damage or injuries that occur on or about the Property, including judgments, costs of defense, attorneys' fees, and settlement. Owner hereby releases and relieves Broker, and waives Owner's entire right of recovery against Broker, for direct or consequential loss or damage arising out of or incident to the perils covered by insurance carried by Owner, whether or not due to the negligence of Broker.

8. BROKER'S FEE (8-24)

(A) **No law or Association of Realtors® has set or recommended the Broker's Fee.** Broker/Licensee and Owner have discussed and agreed upon the terms of the Broker's Fee.

(B) Broker's Fee in the case of a sale is 5.000 % of the gross purchase price of real property, AND \$ _____, AND _____ % of the gross purchase price of personal property, unless otherwise stated here: **IF PARANEE PROPERTIES IS SOLE BROKERAGE INVOLVED IN TRANSACTION COMMISSION WILL BE REDUCED TO 4%**

(C) Broker's Fee in the case of a lease is _____ % of all rent to be collected from tenant AND \$ _____, unless otherwise stated here: _____

(D) Broker's Fee for any options, renewals, extensions, expansions, or any other continued tenancy is _____ % of the rent to be collected AND \$ _____, unless otherwise stated here: _____

(E) Broker's fee if a tenant procured by Broker later purchases the Property is _____ of/from the sale price and paid by Owner at settlement.

9. COOPERATING COMPENSATION OFFERED TO BROKERS WORKING WITH BUYERS (8-24)

(A) Licensee(s) has explained Seller's options and company policies regarding compensation and cooperation with other brokers. Even though a cooperating broker's fee, or a portion of it, may be paid by the listing broker, the cooperating broker will continue to represent the interests of the buyer.

(1) In the event of a **purchase transaction** where a buyer is working with a real estate broker, Seller authorizes and instructs Broker to offer cooperating compensation in the amount of 2.5% of/from the Purchase Price (0, if not specified), paid from the Broker's Fee, to a cooperating broker who is the procuring cause of a successful transaction. Broker will document the agreed-upon amount by using a form such as the Cooperating Broker Compensation form (PAR Form CBC) or a similar agreement.

(2) In the event of a **lease transaction** where a tenant is working with a real estate broker, Seller authorizes and instructs Broker to offer cooperating compensation in the amount of _____ of the total lease value (0, if not specified), paid from the Broker's Fee, to a cooperating broker who is the procuring cause of a successful transaction. Broker will document the agreed-upon amount by using a form such as the Cooperating Broker Compensation Agreement for Rentals (PAR Form CBC) or a similar agreement.

(3) If Listing Broker is paid a fee for options, renewals, extensions, expansions, or any other continued tenancy where Tenant's original lease resulted from Leasing Broker's services, Listing Broker agrees to offer cooperating compensation in the amount of _____ of the total value of the options, renewals, extensions, expansions, or any other continued tenancy (0, if not specified), paid from the Broker's Fee, to a cooperating broker whose efforts resulted in the initial lease.

(B) If Broker uses a Multiple Listing Service (MLS) to market the property, the rules of the MLS do not permit Broker to advertise cooperating compensation through the MLS or in any other system or platform that utilizes data supplied by the MLS. Seller authorizes Broker to advertise or otherwise inform potential buyers and their brokers about any offer of cooperating compensation via any other method of marketing or communication authorized by this Contract, unless otherwise stated here: _____

10. SELLER CONCESSIONS (8-24)

Sellers sometimes offer to make financial concessions towards paying buyer's costs at settlement. Seller concessions could be used to pay any costs incurred by buyer, as acceptable to a mortgage lender, if any, including brokerage fees charged by a broker working with the buyer and/or other ordinary and customary closing costs. Any seller concession must be negotiated and included in an agreement of sale to be binding on the buyer and seller. Even though a cooperating broker's fee, or a portion of it, may be paid by a seller, the cooperating broker will continue to represent the interests of the buyer.

172 (A) **In addition to cooperating compensation offered by Broker, if any,** Seller is willing to consider negotiations in which buyers
173 may request seller concessions, unless otherwise stated here: _____
174 _____

175 (B) Seller authorizes Broker to advertise or otherwise inform potential buyers and their brokers about Seller's willingness to negoti-
176 ate seller concessions, including a maximum amount of up to ____% or \$ _____ of/from the Purchase Price (amount is fully
177 negotiable in an agreement of sale, if not specified), via the MLS any other method of marketing or communication authorized by
178 this Contract, unless otherwise stated here: _____
179 _____

180 **11. PAYMENT OF BROKER'S FEE**

181 (A) **If Sale or Lease Occurs**

- 182 1. **Owner will pay Broker's Fee if the Property, or any ownership interest in it, is sold, leased, or exchanged at the listed**
183 **price or any price acceptable to Owner, during the term of this Contract, by Broker, Licensee, Owner, or by any other**
184 **person or broker.**
- 185 2. Owner will pay Broker's Fee if negotiations that are pending at the Ending Date of this Contract result in a sale, lease or other
186 tenancy.
- 187 3. In the case of a sale, Broker's Fee will be paid upon delivery of the deed or other evidence of transfer of title or interest. If the
188 transaction involves an installment contract, then Broker's Fee will be paid upon the execution of the installment contract. In
189 the case of a lease, Broker's Fee will be paid upon execution of a lease by Owner and a tenant.
- 190 4. Owner will pay Broker's Fee in United States currency. If Owner fails to pay Broker any amount when due under this
191 Contract, then the amount owed will bear interest at the rate of 15 percent per year.
- 192 5. Owner will pay Broker's Fee after the Ending Date of this Contract IF:
 - 193 a. The Property is sold, leased, or exchanged in whole or in part within _____ days of the Ending Date, AND
 - 194 b. The Property was presented to buyer/tenant, or buyer/tenant negotiated to buy or lease the Property, during the term of
195 this Contract. Owner will not owe Broker's Fee under the provisions of subparagraph (A) if, after the expiration of this
196 Contract, Owner has entered into an exclusive right to sell or lease contract for the Property with another broker at the
197 time of the sale.

198 (B) **If Sale or Lease Does Not Occur**

199 In the event of any of the following, Broker's Fee will be calculated on the listed price of the Property. Owner will pay Broker's
200 Fee when:

- 201 1. **A ready, willing, and able buyer, or in the case of a lease or other tenancy, a ready, willing, and able tenant, is found by**
202 **Broker or by anyone, including Owner.** A willing buyer is one who will buy the Property at the price and terms stated in this
203 Contract, or at any other price and terms agreeable to Owner. A willing tenant is one who will lease the Property at the price and
204 terms stated in this Contract, or at any other price and terms agreeable to Owner.
- 205 2. The Property, or any part of it, is taken by any government for public use (Eminent Domain) which makes the Property unmar-
206 ketable in its total state as offered in this Contract.
- 207 3. The Property, or an interest in it, is voluntarily or involuntarily donated or transferred.
- 208 4. Owner is a partnership, joint venture, limited liability company, corporation, trust or other entity, and any interest in Owner
209 is voluntarily or involuntarily sold, contributed, conveyed, or transferred to another person or entity that, as of the date of this
210 Contract, does not have any ownership interest in Owner.
- 211 5. Owner withdraws the Property from the market; acts as if the Property is not on the market; breaches, terminates or cancels this
212 Contract; causes or allows the Property to be made unmarketable or to be reduced in value; or fails to do the things required of
213 Owner in the Agreement of Sale or Lease.

214 (C) **In Case of Buyer/Tenant Default**

215 If a buyer/tenant enters into an Agreement of Sale or Lease, then refuses to buy or rent the Property, or if the buyer/tenant is unable
216 to buy or rent because of failing to do the things required of the buyer/tenant in the Agreement of Sale or Lease, Owner will pay
217 Broker:

- 218 1. _____ of/from monies paid by buyer/tenant on account of the transaction, including, but not
219 limited to, extension fees, option payments, liquidated damages, judgments, etc, OR
- 220 2. Broker's Fee, whichever is less.

221 (D) **Successors and Assigns**

222 If a buyer/tenant under a lease for which a Broker's Fee is payable under this Contract, its successors or assigns, or any agent,
223 officer, employee or shareholder of a buyer/tenant purchases the Property, whether strictly in accordance with the terms of any
224 option, right of first refusal, similar right or otherwise during the term of the lease, any extension thereof, or within ____ days
225 after the expiration thereof, then Owner will pay the Broker's Fee in Paragraph 8(B).

226 **12. BROKER NOT RESPONSIBLE FOR DAMAGES**

227 Owner agrees that Broker and Broker's Licensee(s) are not responsible for any damage to the Property or any loss or theft of personal
228 goods from the Property unless such damage, loss or theft is solely and directly caused by Broker or Broker's Licensee(s).

230 **13. BROKER INDEMNIFICATION**

231 Owner hereby agrees that if any claims for brokerage commissions or fees are ever made against Owner and/or Broker in connection
232 with this transaction, each party shall pay its own legal fees and costs in connection with such claims. It is further agreed that Owner
233 will indemnify and hold harmless Broker from and against the non-performance of this Agreement by Owner or by a buyer/tenant,
234 and from any claim of loss or claim for brokerage commissions, including all legal fees and costs, that may be made by any person or
235 entity. This paragraph shall survive settlement.

236 **14. CONFIDENTIALITY**

237 Owner understands that a buyer/tenant or buyer/tenant’s representatives might not treat the existence, terms or conditions of any offer
238 as confidential unless there is a confidentiality agreement between Owner and buyer/tenant.

239 **15. DEPOSIT MONEY**

240 (A) Broker, if named in an agreement of sale, will keep all deposit monies paid by or for the buyer in an escrow account until the sale
241 is completed, the agreement of sale is terminated, or the terms of a prior written agreement between the buyer and Owner have
242 been met. This escrow account will be held as required by real estate licensing laws and regulations. Buyer and Owner may name a
243 non-licensee as the escrow holder, in which case the escrow holder will be bound by the terms of the escrow agreement, if any, not
244 by the Real Estate Licensing and Registration Act. Owner agrees that the person keeping the deposit monies may wait to deposit
245 any uncashed check that is received as deposit money until Owner has accepted an offer.

246 (B) Broker, if named in a lease, will keep all deposit monies paid by or for the tenant in an escrow account until the tenancy ends,
247 the lease is terminated, or the terms of a prior written agreement between the tenant and Owner have been met. This escrow
248 account will be held as required by real estate licensing laws and regulations. Tenant and Owner may name a non-licensee as the
249 escrow holder, in which case the escrow holder will be bound by the terms of the escrow agreement, if any, not by the Real Estate
250 Licensing and Registration Act. Owner agrees that the person keeping the deposit monies may wait to deposit any uncashed check
251 that is received as deposit money until Owner has accepted the lease.

252 (C) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to
253 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:

- 254 1. If an agreement of sale is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written
255 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
- 256 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing
257 Broker how to distribute some or all of the deposit monies.
- 258 3. According to the terms of a final order of court.
- 259 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
260 deposit monies if there is a dispute between the parties that is not resolved.

261 (D) Owner agrees that if Owner names Broker or Broker’s licensee(s) in litigation regarding deposit monies, the attorneys’ fees and
262 costs of the Broker(s) and licensee(s) will be paid by Owner.

263 **16. BROKER’S SERVICE TO OTHER PARTIES**

264 Broker may provide services to a buyer/tenant for which Broker may accept a fee. Such services may include, but are not limited to:
265 document preparation; ordering certifications required for closing; financial services; title transfer and preparation services; ordering
266 insurance, construction, repair, or inspection services.

267 **17. OTHER PROPERTIES**

268 Owner agrees that Broker may list other properties for sale or rent and that Broker may show and sell other properties to prospective
269 buyers/tenants.

270 **18. ADDITIONAL OFFERS**

271 Unless prohibited by Owner, if Broker is asked by a buyer or another licensee(s) about the existence of other offers on the Property,
272 Broker will reveal the existence of other offers and whether they were obtained by the Licensee(s) identified in this Contract, by
273 another Licensee(s) working with Broker, or by a licensee(s) working for a different Broker. ONCE OWNER ENTERS INTO AN
274 AGREEMENT OF SALE OR LEASE, BROKER IS NOT REQUIRED TO PRESENT OTHER OFFERS.

275 **19. PROPERTY INFORMATION**

276 Owner is hereby advised of Owner’s duty to disclose known material defects and conditions about the Property. If the Property contains
277 not less than one and not more than four residential dwelling units Owner may be required by the Real Estate Seller Disclosure Law
278 (68 C.S. §7301 et seq.) to disclose these defects and conditions on a separate disclosure statement.

279 (A) Within 5 days of the Starting Date of this Contract, Owner will (will not) deliver a completed Property Information Sheet to
280 Broker.

281 (B) Owner represents and warrants that there are no known material defects or environmental hazards affecting the Property includ-
282 ing, but not limited to, contamination by radon gas, asbestos, polychlorinated biphenyls, underground storage tanks, or petroleum
283 products, except as noted on a separate disclosure statement or as follows: _____
284 _____
285 _____

286 (C) Owner hereby agrees to indemnify, defend (with counsel reasonably acceptable to Broker), and hold Broker harmless against
287 claims, actions, suits, liabilities, costs, and expenses arising out of Owner’s failure to disclose known material defects and condi-
288 tions, including judgments, costs of defense, attorneys’ fees, and settlement. This clause will survive the Contract.

289 **Broker/Licensee Initials:** _____

Owner Initials: _____

290 **20. OWNER REPRESENTATIONS**

291 Owner represents and warrants that:

292 (A) Owner, or each person signing this Contract on behalf of Owner, has the full right, power and authority to execute this Contract as
293 or on behalf of Owner;

294 (B) Owner owns the Property and/or has the full right, power, and authority to complete the sale or lease as provided in this Contract;

295 (C) Neither Owner nor the Property is the subject of a bankruptcy, insolvency, probate, or conservatorship proceeding;

296 (D) Owner has no notice or knowledge that any tenant or sub-tenant of the Property, if any, is the subject of a bankruptcy or insolvency
297 proceeding;

298 (E) There are no effective, valid, or enforceable option rights, rights of first refusal, rights of first offer, or any other restrictions,
299 impediments, or limitations on Owner’s right, ability, and capacity to complete a sale or lease of the Property, except as disclosed
300 in writing as required in Paragraph 7(D).

301 (F) If the transaction is a sale, Owner is legally able to sell the Property with a fee simple title, free and clear, except as follows:
302 (additional mortgage, equity loans, debts, liens, judgments, or taxes in arrears, municipal notices or assessments received, mineral
303 rights agreements, etc.) _____
304 _____
305 _____

306 (G) This Property is not subject to preferential tax treatment unless otherwise indicated here: _____
307 _____
308 _____
309 _____

310 **If this Property is subject to preferential tax treatment, Owner should seek advice from legal and financial experts.**

311 **21. RECORDINGS ON THE PROPERTY**

312 (A) Owner understands that potential buyers viewing the Property may engage in photography, videography or videotelephony on
313 the Property. Owner should remove any items of a personal nature Owner does not wish to have photographed or recorded, such
314 as family photos, important or confidential paperwork (including any information related to the listing or communications with
315 Broker or Licensee) and all other personally identifiable information such as birthdates, social security numbers, telephone num-
316 bers, etc. Owner is responsible for providing this same notification to any occupants of the Property.

317 (B) Any person who intentionally intercepts oral communications by electronic or other means without the consent of all parties is
318 guilty of a felony under Pennsylvania law. Owner understands that recording or transmitting audio may result in violation of state
319 or federal wiretapping laws. **Owner hereby releases all BROKERS, their LICENSEES, EMPLOYEES and any OFFICER**
320 **or PARTNER of any one of them, and any PERSON, FIRM or CORPORATION who may be liable by or through them,**
321 **from any claims, lawsuits and actions which may arise from any audio or video recordings occurring in or around the**
322 **Property.**

323 **22. RECOVERY FUND**

324 Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment)
325 against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays
326 persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call
327 (717) 783-3658.

328 **23. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA**

329 Federal and state laws make it illegal for a seller, a broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX,
330 DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN,
331 USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION
332 TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or
333 set deposit amounts, or as reasons for any decision relating to the sale of property.

334 **24. TRANSFER OF THIS CONTRACT**

335 (A) Owner agrees that Broker may transfer this Contract to another broker when:

- 336 1. Broker stops doing business, OR
- 337 2. Broker forms a new real estate business, OR
- 338 3. Broker joins his business with another.

339 (B) Broker will notify Owner immediately in writing if Broker transfers this Contract to another broker. Owner will follow all require-
340 ments of this Contract with the new broker.

341 **25. ALTERNATIVE TRANSACTION**

342 If the sale or lease of the Property changes to any other transaction, including but not limited to sale, lease, exchange, option to buy,
343 right of first refusal, ground lease, sublease or assignment of lease, or expansion or relocation of Tenant in any other property of Owner,
344 then Broker will be Owner’s sole and exclusive Agent for the transaction and will represent Owner under the terms and conditions of
345 this Contract.

346 **26. CONFLICT OF INTEREST**

347 It is a conflict of interest when Broker or Licensee has a financial or personal interest in the property and/or cannot put Owner’s inter-
348 ests before any other. If Broker, or any of Broker’s licensees, has a conflict of interest, Broker will notify Owner in writing in a timely
349 manner.

350 **Broker/Licensee Initials:** _____

Owner Initials: _____

351 **27. ENTIRE CONTRACT**

352 This Contract is the entire agreement between Broker and Owner. Any verbal or written agreements that were made before are not a
353 part of this Contract.

354 **28. CHANGES TO THIS CONTRACT**

355 All changes to this Contract must be in writing and signed by Broker and Owner.

356 **29. MARKETING OF PROPERTY (9-25)**

357 (A) Marketing Services

358 1. A Multiple Listing Service (MLS) and Commercial Information Exchange (CIE) are subscription services used by real estate
359 licensees to market properties to other subscribers. MLS and CIE marketing are governed by specific rules and policies, which
360 may differ depending on the service used.

361 2. Owners have the right to decide whether their Property will be marketed in an MLS, CIE, or otherwise, but should understand
362 that opting out of MLS marketing may restrict Broker’s ability to market the Property in other ways.

363 Broker **will not** use a Multiple Listing Service (MLS), Commercial Information Exchange (CIE) or other distribution meth-
364 ods to advertise the Property to other real estate brokers and salespersons. Owner understands and agrees that the listing
365 may be reported to an MLS, but will not be marketed for sale via an MLS. Further, Seller understand and agrees that any and
366 all public marketing of the Property through the use of other means such as signs, social media, and public-facing websites
367 may be restricted. Owner may be required to sign an additional waiver or release to comply with MLS rules and policies.

368 Broker will use the following to advertise the Property to other real estate brokers and salespersons (check all that apply):

369 MLS CIE Other distribution methods

370 3. Owner agrees that Broker and Licensee, and an MLS, CIE or other distribution methods are not responsible for mistakes in
371 advertising of the Property.

372 (B) Virtual Office Website (VOW) and Internet Data Exchange (IDX)

373 1. Some brokers may use a VOW or IDX, which are governed by specific rules and policies. Owners have the right to control
374 some elements of how their property is displayed on a VOW and/or IDX website(s).

375 2. Owner elects to have the following features disabled or discontinued for VOW and IDX websites (check all that apply):

376 Comments or reviews about Owner’s listings, or a hyperlink to such comments or reviews, in immediate conjunction with
377 Owner’s listing.

378 Automated estimates of the marketing value of Owner’s listing, or a hyperlink to such estimates, in immediate conjunction
379 with Owner’s listing.

380 (C) Other

381 1. Where permitted, Broker, at Broker’s option, may use: for sale sign, lock box, key in office, open houses and advertising in all
382 media, including print and electronic, photographs and videos, unless otherwise stated here: _____
383 _____
384 _____

385 2. Some MLSs have rules that allow delayed marketing of listed properties, or delayed buyer access to those properties. These
386 rules may be known as “delayed marketing,” “delayed showings,” “coming soon,” “temporarily off market” or other similar
387 terms. Seller may be required to sign an additional waiver or release to comply with MLS rules and policies.

388 Broker **will not** use delayed marketing/access strategies for the Property.

389 Broker will use delayed marketing/access strategies stated here, as permitted by MLS rules: _____
390 _____
391 _____

392 3. Owner does not want the listed Property to be displayed on the Internet.

393 Owner does not want the address of the listed Property to be displayed on the Internet.

394 4. Owner understands and acknowledges that, if the listed Property is not displayed on the Internet, consumers who conduct
395 searches for listings on the Internet will not see information about the listed Property in response to their search.

396 (D) Owner understands and acknowledges that, if an open house is scheduled, the property address may be published on the Internet
397 in connection to the open house.

398 (E) Other _____
399 _____
400 _____
401 _____

402 **30. PUBLICATION OF SALE PRICE**

403 Owner is aware that the MLS, CIE, newspapers, websites, and other media may publish the final sale price of the Property.

405 **31. TAXES & ASSESSMENTS**

406 (A) At settlement, Owner will pay one-half of the total Real Estate Transfer Taxes, unless otherwise stated here: _____

407 _____

408 (B) Yearly Property Taxes \$ _____ Property Assessed Value \$ _____

409 (C) Is the property preferentially assessed (including a tax abatement)? Yes No

410 If applicable, how many years remain? _____

411 (D) Municipality Assessments \$ _____

412 **32. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

413 The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property
414 Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on disposition of
415 U.S. real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons
416 purchasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required
417 to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S.
418 taxation of gains realized on disposition of such interests. The transferee/buyer, as the withholding agent, may request that you complete
419 a FIRPTA Affidavit regarding your status as a foreign person as defined by the Act. Owner agrees to comply, if applicable.

420 **33. TITLE & POSSESSION**

421 (A) Owner will give possession of Property to a buyer at settlement, or on _____

422 (B) At settlement, Owner will transfer full rights of ownership (fee simple) to a buyer except as follows:

423 Oil Gas Mineral Coal Other

424 If checked, please explain: _____

425 _____

426 (C) Owner has, as of the date of this Agreement:

427 First mortgage with _____ Amount of balance \$ _____

428 Address _____

429 Phone _____ Acct. # _____

430 Second mortgage with _____ Amount of balance \$ _____

431 Address _____

432 Phone _____ Acct. # _____

433 Line of credit with _____ Amount of balance \$ _____

434 Address _____

435 Phone _____ Acct. # _____

436 Owner authorizes Broker to receive mortgage payoff and/or line of credit payoff information from lender(s).

437 (D) Owner has, as of the date of this Agreement:

438 Judgments \$ _____ Past Due Municipal Assessment \$ _____

439 Past Due Property Taxes \$ _____ Federal Tax Liens \$ _____

440 State Tax Liens \$ _____ Other: _____

441 (E) Owner will immediately notify Broker in the event any of the above information sufficiently changes to render it materially inac-
442 curate. This includes, but is not limited to, the satisfaction of a mortgage, a change in account number, the refinance of a mortgage,
443 and the entry of a new tax lien.

444 **34. BUYER FINANCING**

445 Owner will accept the following arrangements for buyer to pay for the Property:

446 Cash Conventional mortgage Other _____

447 **35. BANKRUPTCY**

448 Owner will notify Broker immediately in the event the Property comes under the jurisdiction of a bankruptcy court. If Owner is the
449 subject of bankruptcy, Owner will take all steps necessary to obtain court approval of Broker's appointment to sell or lease the Property,
450 unless Broker elects to terminate this Contract upon notice of the bankruptcy.

451 **36. COPYRIGHT**

452 In consideration of Broker's efforts to market Owner's Property as stated in this Contract, Owner grants Broker a non-exclusive,
453 world-wide license (the "License") to use any potentially copyrightable materials (the "Materials") which are related to the Property
454 and provided by Owner to Broker or Broker's representative(s). The Materials may include, but are not limited to: photographs,
455 images, video recordings, virtual tours, drawings, written descriptions, remarks, and pricing information related to Owner's Property.
456 This License permits Broker to submit the Materials to one or more Multiple Listing Services, Commercial Information Exchanges or
457 other distribution methods, to include the Materials in compilations of property listings, and to otherwise distribute, publicly display,
458 reproduce, publish and produce derivative works from the Materials for any purpose that does not conflict with the express terms of
459 this Contract. The License may not be revoked by Owner and shall survive the ending of this Contract. Owner also grants Broker the
460 right to sublicense to others any of these rights granted to Broker by Owner. Owner represents and warrants to Broker that the License
461 granted to Broker for the Materials does not violate or infringe upon the rights, including any copyrights, of any person or entity. Owner
462 understands that the terms of the License do not grant Owner any legal right to any works that Broker may produce using the Materials.

464 **37. NOTICE BEFORE SIGNING**

465 When signed by both parties, this is a legal contract. Owner acknowledges that Broker has advised Owner to consult and retain experts
466 to advise and represent Owner concerning the legal and tax effects of this Contract and the completion of the sale, lease, or alternative
467 transaction, as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equip-
468 ment, soil, tenancies, title and environmental aspects. Broker will have no obligation to investigate any such matters unless expressly
469 agreed to in writing by Broker and Owner. Owner further acknowledges that in determining the financial soundness of any prospective
470 buyer, tenant, or security offered, Owner will rely solely on Owner's own investigation, regardless of Broker's assistance in gathering
471 information.

472 **38. SPECIAL CLAUSES**

473 **(A) The following are part of this Listing Contract if checked:**

- 474 Commercial Property Information Sheet (PAR Form CPI)
- 475 Consumer Services Fee Addendum (PAR Form CSF)
- 476 Vacant Land Addendum to Listing Contract (PAR Form VLA)
- 477 Short Sale Addendum (PAR Form SSL)
- 478 _____
- 479 _____

480 **(B) Additional Terms:**

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496 _____ Owner has read the Consumer Notice, where applicable, as adopted by the State Real Estate Commission at 49 Pa.
497 Code §35.336.

498 _____ Owner has received the Seller's Property Disclosure form and agrees to complete and return to Listing Broker in a
499 timely manner, if warranted.

500 _____ Owner has received the Lead-Based Hazards Disclosure form and agrees to complete and return to Listing Broker
501 in a timely manner, if warranted.

502 **Owner has read the entire Contract before signing. Owner must sign this Contract.**

503 Owner gives permission for Broker to send information about this transaction to the fax number(s) and/or e-mail address(es) listed. Return
504 of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures of all parties,
505 constitutes acceptance by the parties. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an
506 original and which counterparts together shall constitute one and the same Agreement of the Parties.

507 **NOTICE BEFORE SIGNING: IF OWNER HAS LEGAL QUESTIONS, OWNER IS ADVISED TO CONSULT A PENN-**
508 **SYLVANIA REAL ESTATE ATTORNEY.**

509 **OWNER** _____ **DAYS RESTART LLC** _____ **DATE** _____

510 **OWNER** _____ **DATE** _____

511 **OWNER** _____ **DATE** _____

512 **BROKER (Company Name) PARANEE PROPERTIES** _____

513 **AUTHORIZED PERSON** _____ **DATE** _____

JOSEPH E PARANEE



CONSUMER NOTICE

THIS IS NOT A CONTRACT

In an effort to enable consumers of real estate services to make informed decisions about the business relationships they may have with real estate brokers and sales persons (licensees), the Real Estate Licensing and Registration Act (RELRA) requires that consumers be provided with this Notice at the initial interview.

- Licensees may enter into the following agency relationships with consumers:

Seller Agent

As a seller agent the licensee and the licensee's company works exclusively for the seller/landlord and must act in the seller's/landlord's best interest, including making a continuous and good faith effort to find a buyer/tenant except while the property is subject to an existing agreement. All confidential information relayed by the seller/landlord must be kept confidential except that a licensee must reveal known material defects about the property. A subagent has the same duties and obligations as the seller agent.

Buyer Agent

As a buyer agent, the licensee and the licensee's company work exclusively for the buyer/tenant even if paid by the seller/landlord. The buyer agent must act in the buyer/tenant's best interest, including making a continuous and good faith effort to find a property for the buyer/tenant, except while the buyer is subject to an existing contract, and must keep all confidential information, other than known material defects about the property, confidential.

Dual Agent

As a dual agent, the licensee works for *both* the seller/landlord and the buyer/tenant. A dual agent may not take any action that is adverse or detrimental to either party but must disclose known material defects about the property. A licensee must have the written consent of both parties before acting as a dual agent.

Designated Agent

As a designated agent, the broker of the selected real estate company designates certain licensees within the company to act exclusively as the seller/landlord agent and other licensees within the company to act exclusively as the buyer/tenant agent in the transaction. Because the broker supervises all of the licensees, the broker automatically serves as a dual agent. Each of the designated licensees are required to act in the applicable capacity explained previously. Additionally, the broker has the duty to take reasonable steps to assure that confidential information is not disclosed within the company.

- In addition, a licensee may serve as a Transaction Licensee.

A transaction licensee provides real estate services without having any agency relationship with a consumer. Although a transaction licensee has no duty of loyalty or confidentiality, a transaction licensee is prohibited from disclosing that:

- The seller will accept a price less than the asking/listing price,
- The buyer will pay a price greater than the price submitted in the written offer, and
- The seller or buyer will agree to financing terms other than those offered.

Like licensees in agency relationships, transaction licensees must disclose known material defects about the property.

