

EXCLUSIVE RIGHT TO LEASE LISTING CONTRACT

THIS AGREEMENT, made this ____ day of **June 12, 2023**, by and between **Town Of Elsmere**, its heirs, executors, successors, assigns, hereinafter called "Owner", whose address is **11 Poplar Avenue, Elsmere, DE 19805** and **MEDORI COMMERCIAL REALTY, LLC**, its successors and assigns, whose address is 601 Kirkwood Highway, Wilmington, Delaware 19805, hereinafter called "Agent".

WITNESSETH:

For and in consideration of the sum of ONE DOLLAR (\$1.00) paid by Agent to Owner, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants and promises herein contained, the parties hereto intending to be legally bound, do hereby agree as follows:

1. Owner grants to Agent the exclusive right to obtain a lease(s) for the property known as **11 Poplar Avenue, Elsmere, DE 19805** limited only to that area consisting of a **Kitchen/Multi-Purpose Area, +/- 3,882 Square Feet & General Assembly Area +/- 2,700 Square Feet** under the terms and conditions hereinafter contained.

2. This Agreement shall be for a term of **Six (6) Months** and shall continue thereafter on a month-to-month basis unless either of the parties hereto shall give to the other Thirty (30) days written notice of their intention to terminate.

3. All leases produced by Agent must be approved by the Owner as to terms and the parties involved. Owner's approval shall not be unreasonably withheld. In the event Owner should disapprove of any lease or Tenant, it shall state the reasons therefore in writing to the Agent. The minimum rental shall be **Kitchen /Multi-Purpose Area \$13.00 per s/f net of utilities (\$4,205.50)/month & General Assembly Area \$14.00 per s/f net of utilities (\$3,150.00)/month.**

4. The Agent is hereby authorized to advertise proposed leasing in such manner that will produce in the Agent's judgment, the most satisfactory results. Owner has the right to approve any physical "for lease" (or similar) signage placed on Owner's premises. All cost of advertising shall be borne by the Agent.

5. (a.) The Owner, upon entering into any lease, any agreement renewing, extending or modifying any lease or any arrangement to a Tenant procured by the Agent, shall pay a commission based upon the aggregate (base total rent produced exclusive of utilities) of the base rent and any additional rent payable by the Tenant pursuant to any such lease, agreement, arrangement or modification, and calculated at the rate of **Six (6%) Percent** of the total aggregate base rents produced for the entire term or terms of the lease which commission shall be payable to the Agent as the rents are collected and received from the Tenant by the Owner. Owner shall have the option to pay commissions either on a monthly basis as collected or annual basis. It is understood and agreed that in ascertaining the commission of the Agent, as hereinabove set forth, that percentage rents or overages above the base rentals of each prospective lease shall not be considered in determining the said commission.

It is also understood that no commission shall be deemed earned until and unless the lease or other arrangement shall have become effective between the Tenant and the Owner by the execution of a written agreement or lease. Commission shall be paid only on rentals actually received.

5. Intentionally Deleted

6. The Agent will supply the Owner with a list of prospects with whom negotiations have been made during the term of this agreement. The Agent will receive the specified commission if the lease or rental agreement is consummated within six (6) months of the expiration of this Agreement to any previously contacted prospective Tenants on this list.

7. In any transaction brought about by the Agent with the assistance of another broker, the commission shall be paid solely to the Agent, who shall share same with such other broker.

8. The Agent herein promises, covenants and agrees to pursue the leasing of the subject space, using all of the skills, experience and training of which he is possessed, devoting full diligence to the task and working in the interest of the Owner herein.

9. The foregoing, constituting the entire agreement between the parties hereto, shall not be amended except in writing signed by the parties or their successors or assigns.

10. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, successors or assigns of the Agent, and the heirs, administrators, executors, successors, nominees, assigns or grantees of the Owner.

11. Owner agrees that the covenants and agreements made herein by it shall be considered covenants running with the land.

12. Wherever used herein, words of one gender shall be considered to include all genders; the singular number shall include the plural and visa versa, as the sense requires.

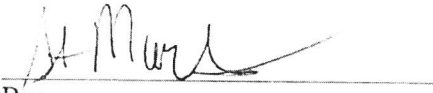
13. LIMITATION OF LIABILITY. Agent shall be liable for the negligence of its own employees or agents in connection with performance of its duties on behalf of the Owner hereunder. Owner agrees and does hereby hold Agent harmless (including the payment of all reasonable legal fees) from all damage suits in connection with the leasing of the property when Agent is carrying out the provisions of this Agreement or acting under the express or implied directions of the Owner. Owner shall defend promptly and diligently, at Owner's sole expense, and hold Agent harmless against any claim, action or proceeding brought against Agent or against Agent and Owner jointly or severally arising out of the negligence of Owner's own employees or agents in connection with performance of Owner's duties under this agreement and to hold harmless and fully indemnify Agent against any judgment, loss or settlement on account thereof. It is understood and agreed, however, that Owner shall be under no obligation to indemnify and save Agent harmless from or make any payments as to any claims, costs or suits occasioned by Agents' negligence and/or willful misconduct or against which Agent shall indemnify and hold Owner harmless. It is further understood and agreed that the foregoing provisions of this Section shall survive the termination of this Agreement.

{SIGNATURE PAGE TO FOLLOW}

IN WITNESS THEREOF, the parties hereto have hereunto set their hand and seals the day and year first above written.

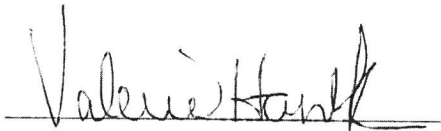
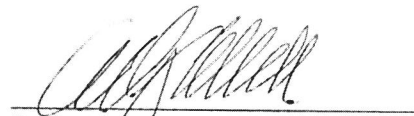
WITNESS:

OWNER: Town of Elsmere

A handwritten signature in cursive, appearing to read "Justin Moore", written over a horizontal line.A handwritten signature in cursive, appearing to read "St. Moore", written over a horizontal line.
By:

WITNESS:

AGENT: Medori Commercial Realty, LLC

A handwritten signature in cursive, appearing to read "Valerie Hank", written over a horizontal line.A handwritten signature in cursive, appearing to read "Anthony Medori", written over a horizontal line.
By: Anthony Medori