

## EXCLUSIVE AUTHORIZATION TO SELL/EXCHANGE

The undersigned The Presbytery of Susquehanna Valley, with an address at 12 Whitney Way, Bainbridge, NY 13733 (the "Owner") hereby grants the undersigned Pyramid Brokerage Company of Binghamton, Inc. (the "Broker") the EXCLUSIVE AUTHORIZATION AND RIGHT, for a period commencing this date and terminating at midnight of April 30, 2013, to sell the real property (the "Property") situated in the Town of Bainbridge, County of Chenango, State of New York.

described as: 12 Whitney Way, and also known as tax map #265.80-1-4.xx  
consisting of: 1.48 acres improved by an office building of approximately 4,820 square feet  
together with the following personal property:

at the sale price of: \$325,000

or at such sale price and terms as are acceptable to Owner.

The Owner shall pay to the Broker a fee or commission of 6% of the purchase price IF:

1. during the term hereof Broker procures a purchaser on the terms specified herein or on any other terms acceptable to Owner; or
2. during the term hereof the Property is sold, exchanged, or otherwise transferred by Owner regardless of whether the purchaser was found by the Broker, the Owner or through any other person or source; or
3. an agreement of sale, exchange or other transfer of all or any part of the Property is made or entered into within six months after the termination of this Agreement by a person(s) to whom Broker shall have presented the Property during the term hereof or whose name(s) Broker shall have submitted in writing to Owner within 14 days after termination of this Agreement; or
4. the Property is withdrawn from the market or if this Agreement is terminated or revoked by the Owner prior to the termination date set forth above or if the Owner otherwise prevents the performance of this Agreement by the Broker,

The Owner shall pay the fee or commission specified above with respect to a sale, exchange or other transfer upon closing.

Owner agrees that in the event Owner sells the Property at any time based upon an option or other agreement entered into by Owner with a party and within the time described in paragraph numbered 3 above, the fee or commission provided for herein shall be paid by Owner to Broker upon the closing of such sale.

Owner agrees to pay to Broker the fee or commission provided for herein if Owner enters into a contract to sell the Property and the contract fails to close due no fault of the Buyer, Owner shall pay to Broker the fee or commission payable under this paragraph within ten (10) days of Owner's receipt of Broker's invoice or billing.

In the event of a sale, Owner authorizes Owner's attorney and/or the purchaser or the purchaser's mortgage lender to pay at closing the balance of any fee or commission due to Broker hereunder.

Broker may employ or engage the services and cooperation of other licensed real estate brokers (each, a Co-Broker) who will be acting through or under Broker to assist it in effecting the sale under such arrangements as Broker may deem advisable.

The term sale includes an exchange, whether tax free or otherwise.

If suit is brought to collect the compensation due to Broker hereunder or if Broker defends any action brought against Broker by the Owner arising out of the execution of this Agreement or any lease or sale or other transfer relating to the herein described Property, Owner agrees to pay all costs incurred by the Broker in connection with such actions, including a reasonable attorney's fee.

Any such action to collect amounts due to Broker hereunder may be commenced in the Supreme Court for Broome County, New York and Owner consents to the jurisdiction and venue of such courts.

Owner agrees to make available to Broker all data, records, and documents pertaining to the Property, to allow Broker to show the Property at reasonable times and upon reasonable notice and to commit no act which might tend to obstruct the Broker's performance hereunder.

Owner agrees with and represents and warrants to Broker:

1. that to the best of Owner's knowledge there are no hazardous substances or wastes, oil, or any other contaminant or pollutant at or under the Property, and this warranty shall survive closing of any sale or lease transaction relating to the Property;
2. that he is the owner of record of the Property or has the authority to execute this Agreement and to sell and/or lease the Property listed above;
3. the accuracy of the information furnished herein or otherwise delivered Broker by or on behalf of the Owner with respect to the above described Property;
4. to notify Broker within seven days of any change in sale price, rentals and/or expenses of Property; and
5. that Owner has not entered into any other agreement with respect to the listing, or the sale, lease or other transfer of the Property.

The Owner authorizes the Broker to place for sale signs on the Property, to photograph the Property and use such photographs in connection with a sale promotion and to otherwise advertise the Property for sale. In the event Owner terminates this Agreement prior to the termination provided for above, in addition to Broker's other rights and remedies, Owner shall on demand by Broker pay to Broker all authorized advertising expenses incurred by Broker in connection with this Agreement prior to such termination.

The Owner shall refer to the Broker all inquiries made of or to the Owner regarding the Property.

This Agreement constitutes the final and complete expression of the parties understanding with respect to its subject matter and it supersedes all prior or contemporaneous discussions, understandings or agreements all of which are merged into this Agreement. By executing this Agreement, Pyramid Brokerage Company of Binghamton, Inc. accepts the authorization provided for above.

RECEIPT OF A COPY HEREOF IS HEREBY ACKNOWLEDGED

<u>Pyramid Brokerage Company of Binghamton, Inc.</u>	<u>BROKER</u>	<u>Presbytery of Susquehanna Valley</u>	<u>OWNER</u>
<u>84 Court Street, Suite 300</u>	<u>ADDRESS</u>	<u>12 Whitney Way</u>	<u>ADDRESS</u>
<u>Binghamton, NY 13901</u>	<u>ADDRESS</u>	<u>Bainbridge, NY</u>	<u>ADDRESS</u>
<u>607-754-5990</u>	<u>PHONE</u>		<u>PHONE</u>

Agreed to: \_\_\_\_\_  
Maureen DeJure Wilson, CCIM, SIOR, President  
Date:

Agreed to: \_\_\_\_\_

Date:

Agreed to: \_\_\_\_\_

Date: