

DATE: 03/25/2024

NAME: Alex Meskouris

ADDRESS: PO Box 620756, Little Neck, NY 11362

Re: 22-64 37th Street, Astoria, NY 11105 (hereinafter the "Property")

Dear Alex:

Thank you for choosing Blackwaker Associates Inc. (hereinafter "Blackwater") to market the Property. You and I have already discussed the work I will do in endeavoring to sell the Property. Please know that I am committed to getting you the best possible price as quickly as possible.

This letter reflects the agreement between us. If it meets with your approval, please sign and return the enclosed copy.

1. You have employed Blackwater as a real estate broker with the exclusive right to sell the Property. You represent that you are the sole owner of the Property.
2. This agreement shall be effective as of 03/25/2024. It shall continue in full force and effect until the unit rents.
3. You authorize Blackwater to offer the Property for rental at a price of \$ (To be Arranged) or such other price as you may direct. You further authorize Blackwater to represent that the real estate taxes associated with the Property are \$ 0.00 annually.
4. If the Property is rented pursuant to this agreement, you shall pay Blackwater a Fee for Service equal to six percent (15%) of the total sale price of the Property.
5. Blackwater is authorized (1) to solicit the cooperation of other licensed real estate brokers who will act as agents for the prospective purchasers, and (2) to work with them on a cooperating basis for the sale of the above Property. You agree that we may delay the invitation of the cooperation of other brokers and any other marketing of the Property for up to five business days after you countersign this agreement, so that we may prepare marketing materials appropriate for the Property. Blackwater shall be responsible for payment of any fees due to such cooperating broker in accordance with a separate co-brokerage agreement between Blackwater and such broker. In no case shall the fee for brokerage service paid by you exceed 6% of the selling price.
6. During the term of this exclusive agreement, you agree to refer any inquiries, proposals, and offers you receive concerning the Property (collectively, "Inquiries") to Blackwater, whether the Inquiries come from principals, other brokers, or any other third party. You further agree to conduct all negotiations regarding the sale or other disposition of the Property solely and exclusively through Blackwater.

7. During the term of this agreement, unless otherwise agreed upon by Blackwater and you in writing, the Property shall only be offered for sale. It shall not be available for lease.
8. Within seven (7) business days after the expiration of the listing term, we shall deliver to you in writing a list of no more than six (6) names of persons who inspected the premises during the listing term. If within ninety (90) days after the expiration of the listing term a contract is signed to sell the Property to a person on said list, we shall be entitled to the Fee for Service provided for in paragraph 4 of this agreement. You represent and warrant that if a new exclusive listing agreement is executed with another exclusive broker (the "New Exclusive Broker"), you will notify the New Exclusive Broker (a) of the existence of this provision and (b) that Blackwater may negotiate directly with you with respect to the customers on the list during the ninety (90) day protected period.
9. In the event that you receive any settlement monies in connection with a buyer's default on a fully executed contract with all contingencies fulfilled, Blackwater will be entitled to 10% of said monies in addition to any amounts otherwise due under this agreement.
10. This agreement shall be governed by and subject to the laws and jurisdiction of New York.
11. This agreement shall bind and benefit the personal representatives, successors, and assigns of the parties.
12. Facsimile signatures shall be construed and considered original signatures for purposes of enforcement of the terms of this agreement. Same may be executed in counterparts and taken together shall constitute the whole of this agreement.
13. This agreement may not be changed, rescinded, or modified, except by a writing signed by both of us.
14. **At the time of closing, you may be required to deposit the broker's commission with the county clerk in the event that you do not pay the broker his or her commission as set forth herein. Your obligation to deposit the broker's commission with the county clerk may be waived by the broker.**
15. In the event that either party hereto undertakes any legal action to enforce its rights under this Agreement, the prevailing party in such dispute shall be entitled to recover from the non-prevailing party all of its reasonable and documented legal fees (including but not limited to attorneys' fees), costs, and disbursements incurred in connection with such legal action.

**** DEFINITIONS ****

The following definitions are included in accordance with Section 175.24 of Title 19 of New York Codes, Rules, and Regulations.

**** EXPLANATION ****

An "exclusive right to sell" listing means that if you the owner of the property, find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker. An "exclusive agency" listing means that if you, the owner of the property find a buyer, you

will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.


Am

_____ (owner's initials)

* * * * SPECIAL LEAD PAINT NOTIFICATION * * * *

If your property was built before 1978, you have an obligation to disclose to the Purchaser and the Purchaser's agent all information known to you regarding the presence of leadbased paint and leadbased paint hazards within this target housing. All information known to the Seller's agent regarding the presence of leadbased paint and leadbased paint hazards within this target housing will be disclosed to the Purchaser. Federal laws require that the Purchaser be given a 10 calendar day period (unless otherwise agreed in writing) to conduct a risk assessment or inspection for the presence of leadbased paint before becoming obligated under the Contract of Sale to purchase the target housing.

* * * * FAIR HOUSING NOTIFICATION * * * *

Blackwater is committed to upholding the city, state and federal Fair Housing requirements prohibiting discrimination.

Please sign this letter where indicated below and return a copy to me at your earliest convenience. If you have any questions, don't hesitate to contact me.

Again, I appreciate your confidence in me and look forward to working with you.

Sincerely,

David Warner

David Warner
Blackwater Associates Inc.

AGREED AND ACCEPTED



Alexander Meskouris

Owner 1:

Owner 2:

Tel. Number: 212-390-8614

Email: 03/25/2024

Date: 03/25/2024