

November 30, 2023

Avi Kenig, Rachel Roth 960 East 32nd Street, Brooklyn NY, 11210

Re: 960 East 32nd Street, Brooklyn NY, 11210

Thank you for choosing Qwest Property Group (hereinafter "QPG") to market the Property. We 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 QPG 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 December 1, 2023. It shall continue in full force and effect until May 31, 2024.
- 3. You authorize QPG to offer the Property for sale at a price of \$896,000 or such other price as you may direct.
- 4. If the Property is sold pursuant to this agreement, you shall pay QPG a Fee for Service Six percent (6%) of the total sale price of the Property. Buyers Agent will receive 1%
- 5. During the term of this exclusive agreement, you agree to refer any inquiries, proposals, and offers you receive concerning the Property (collectively, "Inquiries") to QPG, 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 QPG.
- 6. Within three (3) 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 QPG may negotiate directly with you with respect to the customers on the list during the ninety (90) day protected period.

- 7. 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, QPG will be entitled to 10% of said monies.
- 8. This agreement shall be governed by and subject to the laws and jurisdiction of New York.
- 9. This agreement shall bind and benefit the personal representatives, successors, and assigns of the parties.
- 10. 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.
- 11. This agreement may not be changed, rescinded, or modified, except by a writing signed by both parties.

**** 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.

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

Sincerely,

Reuven Rothstein

Qwest Property Group Inc. 1820 Avenue M #2394,

Brooklyn, NY 11230

646-694-0275

AGREED AND ACCEPTED

Tel. Number:

iei. Number. ___

Date:

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